



**SAN JOAQUIN COUNTY WORKNET
 EMPLOYMENT AND ECONOMIC DEVELOPMENT DEPARTMENT
 POLICIES AND PROCEDURES DIRECTIVE**

DIRECTIVE NO.	EFFECTIVE DATE	APPLICABILITY	PAGE
D-21 Rev. 2	January 1, 2021	CMD, GMD, FMD	1 of 10
SUBJECT: ON-THE-JOB TRAINING			

I. PURPOSE

The purpose of this Directive is to establish policies and procedures for the review and approval of each WIOA On-the-Job Training Agreement (Contract).

II. GENERAL INFORMATION

On the Job Training (OJT) is one of the allowable activities authorized by the Workforce Innovation and Opportunity Act of 2014 (WIOA). The WIOA Section 134(c)(3)(D)(ii) specifically lists on-the-job training as an allowable local employment and training activity. Section 3(44) of the WIOA defines OJT as “training by an employer that is provided to a paid participant while engaged in productive work”. Additionally, any OJT should provide knowledge or skills essential to the full and adequate performance of the job. Additional references include the following:

- Title 20 Code of Federal Regulations Parts 680 and 683
- State of California, Employment Development Department (EDD), Workforce Services Directive WSD15-14, WIOA Adult Program Priority of Service (January 22, 2016)
- Affordable Care Act (ACA) (Public Law 113-128)
- California Assembly Bill (AB) 1522, “Healthy Workplaces, Healthy Families Act”, Statutes of 2014
- State of California Employment Development Department (EDD) Workforce Services Directive WSD15-26, Subsidized Employment and Employee Benefits (June 3, 2016)

III. POLICY

It is the policy of the Employment and Economic Development Department (EEDD) that all WIOA On-the-Job Training contracts shall be reviewed in accordance with the procedures and process set forth in this directive.

IV. PROCEDURE

The two unique features of OJT are:

1. The trainee begins training as an employee of an employer and is subject to the same conditions of employment as other similarly employed individuals; and
2. The OJT trainee receives training in a production setting, under appropriate supervision; thus, acquiring occupational skills, knowledge and abilities in an on-the-job training environment.

Reimbursement is provided to those employers to pay for the extraordinary costs of such training because they exceed the expenses normally incurred in training individuals normally hired for the position.

Despite the benefits accrued by OJT employers, the focus of the OJT program is trainee-oriented. An OJT, first and foremost, is to provide an opportunity for economically disadvantaged or otherwise WIOA eligible individuals to receive the training necessary to acquire skills, knowledge and abilities that will enable them to maintain unsubsidized employment and compete for job advancement.

If administered correctly and operated properly, OJT provides the most direct opportunity for unsubsidized employment for WIOA participants.

Referral to OJT Training

The Employment Services Specialist (ESS) to whom the participant is assigned contacts the participant and schedules the interview to review the participant's assessment results. Clients whose basic skills require improvement prior to training will be referred to basic education component(s). Upon completion of this component, the participant will be referred back to OJT. Those participants whose assessment and job goal make them appropriate for OJT, will develop with their assigned ESS, their Individual Service Strategy (ISS). This strategy may include enrollment into Job Search Workshops either before or after OJT interviews have occurred based upon those interview results and the ESS's determination on what is best for the participant.

Secondly, upon referral from the Case Manager, when a participant has completed their Occupational Skills Training program and has been unable to find employment, the Case Manager will refer these participant files to OJT. These participants will be assigned to ESS staff for OJT activities. ESS staff will schedule an interview with the participant after receipt of file. These participants are to be placed in industry sectors which relate to the training they have received.

Clients who are determined to be in need of supportive services will be referred to appropriate staff who will assist in approving and providing such needs. Regardless of how participants are referred to OJT activities, every effort must be

made to find successful, long-term employment for participants. A minimum of 85% entered employment rate is the department's goal in order to meet negotiated Performance Standards.

Employers

The success of the OJT program is easily defined: Placing program participants into jobs. Further, we must place participants in jobs which have been identified through the State of California's Labor Market Information Division (LMID) surveys as being "in-demand" or targeted occupations or, being a "quality" job which provides a starting wage of at least \$15.00 per hour. A lower wage may be considered if it provides any of the following benefits:

1. Medical insurance;
2. Sick leave;
3. Vacation pay; and/or
4. Retirement plan.

One of the functions of the ESS is to aggressively solicit employers in San Joaquin County who meet the above criteria. The department's goal is to have these employers "Think WIOA" when a job opening occurs within their company. However, identifying a job is not enough. There are many elements of an employer and a job that must be considered before the ESS can agree to assist an Employer in filling a vacancy (detailed below).

Targeted and Qualifying the Employer

OJT agreements will be limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the individual service strategy of the participant. Consistent with Workforce Innovation and Opportunity Act Section 194(4), OJT agreements using funds under the act shall not be provided to employers who have exhibited a pattern of failing to provide participants with continued long-term employment, including the provision of wages, working conditions and employment benefits consistent with other employees with similar tenure and duties.

The San Joaquin County Workforce Development Board will utilize On-the-Job Training agreements, as an appropriate and allowable training activity, consistent with the definitions and requirements of the Workforce Innovation and Opportunity Act as outlined in the previous paragraphs. In addition, it is the policy of the Workforce Development Board of San Joaquin County to provide OJT agreements for positions that are directly linked to employment opportunities in the local area (WIOA 134(d)(4)(A)(iii)).

Based on the goals and objectives of the Workforce Development Board, employers with the following attributes shall be targeted:

- Those with good wages;
- Those with benefits;
- Those with established training programs, or those willing to establish training and document successful completion by new hires;
- Those with strong likelihood of employee retention; and
- Those willing to hire and train WIOA eligible participants.

Employers with high labor and/or training demands.

- Large quantity of available jobs;
- Many entry level positions;
- Wide variety of available jobs;
- Potential for hiring a wide variety of participants at the same time; and
- High labor needs in skill areas where there are shortages of skilled worker.

Procedures for Completing the Job Order

A Job Order begins when, after being apprised of the services available to companies through the WIOA, an employer agrees to accept prospective trainees for an interview.

At this time, a "Job Order" form is completed. It is imperative that all blanks be filled in, and that any other questions which would assist in making a successful referral to the employer be asked and answered. The "comments/minimum requirements" section has been purposely designed to allow room for all relevant information. It is the goal of this department that no Job Orders will be taken without an on-site inspection of the training location whenever possible and a virtual inspection during exceptional circumstances.

While it is understood that there may be some cases where, for the sake of a timely response, a Job Order is written before going on-site, it is imperative for the ESS to have complete knowledge of the worksite to ensure that the trainee is not subjected to a hazardous or dangerous environment. Also, by viewing the worksite, the ESS is better equipped to analyze the job and note special conditions which may apply when developing the training plan, the employer.

Once the order is completed, it is logged in the "Job Order" book. The Job Order form is then turned in to the ESS' designated Intake and Referral staff who begins a search of all participants. The search will be based upon the employer's job title and other information listed on the Job Order form. The system will screen the participant bank for those individuals which meet this information as well as the minimum requirements listed at the bottom of the Job Order. From the available participant list, those which best meet the employer's qualifications shall be considered for referral to the employer. In the event that none of the participants

meet the employer's minimum qualifications, the ESS will contact the employer, advise them of this fact and ask if the employer would like us to keep trying to fill the Job Order.

Should the employer indicate they need someone at once, the ESS shall share the Job Order with all agencies in the AJCC and let them attempt to meet the employer's needs. Continued follow up contact will be maintained between the ESS and the employer. If, after referral of the order to another agency, the position is not filled, the ESS will look for other alternatives to meet the employer's hiring needs.

It is imperative that the employer feels the AJCC has made every effort to meet their needs. The employer's perception of AJCC/WorkNet staff commitment to meeting their labor needs will impact the credibility of the program and ultimately WorkNet's ability to meet its goals and objectives.

Making the Match

Once the participant has been selected, the referral staff will contact the applicants and determine if they are still interested in employment. If so, the referral staff shall determine if the ESS wishes to interview or "coach" participants prior to the participant being referred to the employer. In cases when the ESS wishes to discuss special circumstances regarding the job or the employer, the ESS will determine if an interview is appropriate prior to referring the participant to the employer. The goal of the ESS is to give the greatest opportunity to be selected for by the employer.

Depending upon the above circumstances, either the referral staff or the ESS will call the employer and schedule the time and date of the participant interview. A follow up telephone call will be made after the interview by the staff who scheduled the interview. Should the employer indicate that the participant did not meet the employer's minimum qualifications or was an unsatisfactory referral for any reason, this information will be given to the ESS. It is the duty of the ESS to review the Job Order information with the employer and make any changes needed to ensure appropriate subsequent referrals.

The ESS and the referral staff have an obligation to meet both the employer's and the participant's needs; therefore, the participant should be referred only if they meet the minimum qualifications. While there will always be participants whose situations or problems concern us and whom we want to help, referral decisions cannot be based on sentiment.

Referrals made for the wrong reasons may prove to be embarrassing for participants and a waste of the employer's time. The reputation of participants and the department rests, in part, by the professional judgments made by staff.

Writing the OJT Agreement

The writing of the Agreement occurs after the employer has made a hiring decision and a training plan has been agreed to between WorkNet and the employer.

Each OJT Agreement is negotiated separately. The percentage of reimbursement to the employer and the length of the Agreement is based upon the following factors:

1. Specific Vocational Preparation Code (SVP)

The Dictionary of Occupational Titles distributed by the Department of Labor, contains the SVP code for each occupation. This code provides a guideline for the training time necessary for the particular DOT code which covers the trainee's job description. Since the job descriptions described in the DOT rarely match the employer's job description exactly, it is important to remember that this is a guide. However, any deviation from the length of training recommended by the SVP must be documented by the ESS when the length of training exceeds or is shorter than the SVP.

2. Client's Assessment

This includes both the formal assessment process used by the department and the IEP/ISS developed by staff. As the formal assessment relates to the occupations which have been studied and, for which Job Specific Skills Competencies have been developed, justification for length of training can be utilized. In developing the IEP/ISS, the participant's current skill levels and proficiency can be ascertained. In all of these areas, transferable and like skills must be taken into consideration and documented. The OJT – Objectivity Form shall be used to determine the appropriate number of hours based on relevant experience (taking into account any employment gaps) and if the participant received vocational training directly related to the position.

3. Employer's Requirements

The employer's particular requirements as detailed in the OJT Agreement Training Plan are critical. The employer's participation in the development of the training plan and defining who will be responsible to provide the training is absolutely necessary. A comparison of the training plan and the expected achievement level of the participant against the skills and abilities the participant has, obtained through past employment or training, must be made. Agreement must be obtained with the employer that a documented trail of what training has been provided and what the trainee has learned through the training period. The key question to be answered; Is the length of the training both reasonable and necessary?

A key component of the ACA is the employer shared responsibility provisions, sometimes referred to as the employer mandate, which is a penalty that can potentially be incurred by employers who do not offer health insurance to their full-time workers. The IRS issued final regulations as well as a press release, fact sheet, and a series of questions and answers on this mandate. All employers participating in the OJT program shall ensure they are providing health insurance as per the guidelines of ACA.

Healthy Workplaces, Healthy Families Act of 2014 (HWHFA) requires employers to provide paid sick leave to specified California employees beginning July 1, 2015. Under this legislation, an employee working in California on or after July 1, 2015, for the same employer for 30 or more days within a year, is entitled to paid sick leave. The paid sick leave accrues at the rate of one hour for every 30 hours worked and is payable at the employee's current rate of pay. Employees are entitled to begin using any sick leave they have accrued on the 90th day of employment.

The HWHFA contains very limited exceptions of who is not considered to be an employee. These exceptions include, but are not limited to, the following:

- Employees covered by a valid collective bargaining agreement which provides for paid sick days.
- In-home support services employees.
- Airline flight deck or cabin crew employees who have equivalent.
- Specified retired annuitants.

Withstanding the exceptions identified in statute, including those listed above, this law applies to all temporary, part-time and full-time employees.

According to the HWHFA, employers are required to do the following:

- Allow eligible employees to use accrued paid sick leave upon reasonable request.
- Show how many days of sick leave an eligible employee has available. This must be on a paystub or a document issued the same day as a paycheck.
- Keep records for three years that show how many hours have been earned and used by an eligible employee.

4. Starting Salary, Benefits and Pay Raises

The starting salary, benefits and pay raises (if any) within the OJT Agreement period shall be documented in the OJT. The EEDD has established a minimum acceptable wage for OJT participants. This minimum may only be waived by the Employment Services Division Manager or his/her superior. If the position is paid by monthly salary, the salary shall be divided by 173.3 hours to determine the hourly wage to be

entered into the OJT Agreement. Bonuses, commissions and piece work shall not be eligible for reimbursement. The OJT program is designed to provide training to participants in long-term, permanent employment. Agreements for less than 32 hours per week MUST be pre-authorized by the OJT Supervisor or his/her superior.

5. Employer's Prior History with OJT Agreements

The employer's prior history with OJT agreements from both a safety and retention point of view shall be taken into consideration while writing OJTs. Employer's with multiple hires are expected to meet an 85% retention rate. It is the responsibility of the ESS to determine if excessive turnover is due to factors outside of the employer's control and provide documentation of his/her findings upon the request of the OJT Supervisor. Also, should a trainee suffer a major injury on the job, the ESS will determine if the employer has taken reasonable action to reduce the possibility of further occurrences. The ESS should be in a position to justify any OJT Agreement submitted to the OJT Supervisor.

6. Reimbursement

The WIOA allows reimbursement of up to 50% of the hourly wage or a training period to exceed six months. All such Agreements must be approved by the ESD Division Manager or their superior.

WIOA Section 134(c)(H)(ii) permits a Local Workforce Development Board to increase the reimbursement rate for OJT up to 75% when taking into account:

- The characteristics of the participant and whether they are an individual with barriers to employment;
- The size of the employer, with an emphasis on small business;
- The quality of the employer-provided training and advancement opportunities, including whether the OJT contract is for an in-demand occupation and will lead to an industry recognized credential; and
- Other factors that the Board may determine to be appropriate, which may include the number of individuals participating, the wage and benefit levels of the participants both during and following the completion of the OJT, and the relation of the training to the competitiveness of the participant.

Because each OJT agreement deals with individual participants, no two may necessarily be alike. There are no "standard hours" for an OJT. Each agreement must take all of the above into consideration and any other

mitigating factors which can be documented. The agreement is to be tailored to meet the training needs of the participant and, to provide the employer a reasonable period of time to provide that training.

V. QUESTIONS REGARDING THIS DIRECTIVE

May be referred to the Executive Director EEDD via Managers or designee.

VI. UPDATE RESPONSIBILITY

The Executive Director of EEDD and/or designee shall be responsible for updating this directive, as appropriate.

VII. APPROVED



PATRICIA VIRGEN
DEPUTY DIRECTOR

PV:am

Employment Services Specialist Documents

1. Job Order Form
2. OJT Contract Checklist
3. On-the-Job Training Agreement
4. OJT – Objectivity
5. Notice to Employee
6. OJT Client Review Form
7. OJT Monthly Invoice
8. Trainee Performance Evaluation

Job Order Form

Employer Profile

Company Name:

Primary Location Address:

Will company want to access site?

YES

NO

User Name (no spaces, 8 letters/numbers):

Password (default = Password1@):

Security Question (default - mother's maiden name):

Answer to question:

Employer UI tax Id #:

Primary Contact:

Title:

Primary Contact Phone Number:

Primary Contact Text Message Phone Number:

Primary Contact Fax Phone Number:

Primary Contact Email Address:

Preferred method in which to receive notifications (email, fax, text):

Mailing Address, if different from Primary Location Address:

Company Web Site:

Link for Job Applicants:

Benefits offered:

Benefits Not Specific

No Benefits

Benefits provided below:

Check all that apply:

Medical

Dental

Vision

Vacation

Sick Leave

Job Share

401K

Retirement/Pension

Meals

Life Insurance

Holidays

Uniform Allowance

Child Care

Stock Options

Flex-Time

Relocation Assistance

Profit Sharing

Paid Time off

Company Vehicle

Expense Account

Tuition Assistance

Other

Industry Title:

Number of employees:

Type of Employer:

- | | | |
|---------------------------------------------|-----------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Private Sector | <input type="checkbox"/> State Government | <input type="checkbox"/> Local Government |
| <input type="checkbox"/> Federal Government | <input type="checkbox"/> Non-Profit | <input type="checkbox"/> Education (K-12) |
| <input type="checkbox"/> Education (Higher) | <input type="checkbox"/> International/Foreign Government | |

Is Company a Federal Contractor?

Yes

No

Is Company ADA Compliant?

Yes

No

Is Company a Union Shop?

Yes

No

If Yes, what is the Apprentice Registration #

Company Profile:

(Profile of Company for job seekers to view including a summary of your major products and service)

Job Order Information

Job Title:

Job Occupation (O*NET):

of open Positions:

Job Order Close Date:

Type of Job:

Regular

Seasonal/Temporary

Full Time

Part Time

Wage (Minimum):

Wage (Maximum):

Work Hours (# of hours per week):

Shift:

Location of Job:

Accessible by public transportation?

Yes

No

Minimum Qualifications:

Education Level:

of years' experience:

Driver's License Required:

Yes

If Yes, what class License?

No

Age Requirement:

Yes

If Yes, what age and reason?

No

Additional Hiring requirements?

Background Check

Credit Check

Drug Screen

Reference Check

Practical Exam

Other

Special Licenses, Hardware and/or Software knowledge/skills:

Job Description:

Is this a Green Job:

Yes

No

Does a court ordered affirmative action plan require posting this job order?

Yes

No

Does Company Provide a Written Affirmative Action Plan?

Yes

No

Is this job for an Enterprise Zone?

Yes

No

How shall applicants apply and/or be referred:

Directly to employer/company?

Fax

E-mail

Apply in person

Have WorkNet staff screen applicants and refer qualified applicants to employer via:

Fax

E-mail

Do you want Company information displayed to Job Seekers?

Yes

No

Employer Federal Tax Id # (needed for OJT Contracts):

Worker's Comp Company Name (needed for OJT Contracts):

WC Policy # (needed for OJT Contracts):

Expiration Date:

WIOA OJT CONTRACT CHECKLIST

REVIEW FOR COMPLETION & ACCURACY:

Rep./Sup.

Sup./Mgr.

Trainee's name & SS#, same as Cert.	<input type="checkbox"/>	<input type="checkbox"/>
Total Contract Allocation=trng. hrs. x wage x %	<input type="checkbox"/>	<input type="checkbox"/>
Training Plan – effective, complete, task oriented, and reasonable (Using appropriate ONET Code)	<input type="checkbox"/>	<input type="checkbox"/>
Training Hrs., on training plan - totaled correctly & agree with total training hours on face sheet	<input type="checkbox"/>	<input type="checkbox"/>
Employer Information Complete, pg. 4	<input type="checkbox"/>	<input type="checkbox"/>
Identify Grant/Adult or DW	<input type="checkbox"/>	<input type="checkbox"/>
OJT activity date same as start date of contract (Verify upon enrollment)	<input type="checkbox"/>	<input type="checkbox"/>
Union Concurrence Letter (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
Referred through CalJOBS Job Order	<input type="checkbox"/>	<input type="checkbox"/>
CalJOBS Job Order # _____	<input type="checkbox"/>	<input type="checkbox"/>

ATTACH THE FOLLOWING:

Worker's Compensation verified & current (copy attached) (Flag/Tickler file if expires PRIOR to contract end)	<input type="checkbox"/>	<input type="checkbox"/>
Notice to Employee Form <i>Labor Code section 2810.5</i> (attached)	<input type="checkbox"/>	<input type="checkbox"/>
OJT Objectivity Form (attached)	<input type="checkbox"/>	<input type="checkbox"/>
Current Case Notes (attached)	<input type="checkbox"/>	<input type="checkbox"/>
Current Generic Application/Resume (copy attached)	<input type="checkbox"/>	<input type="checkbox"/>
OJT Client Review Form (attached)	<input type="checkbox"/>	<input type="checkbox"/>

PROVIDED TO FISCAL:

W-9	<input type="checkbox"/>	<input type="checkbox"/>
Face sheet of Contract	<input type="checkbox"/>	<input type="checkbox"/>
Pre-encumbrance	<input type="checkbox"/>	<input type="checkbox"/>
Current CalJOBS Client History	<input type="checkbox"/>	<input type="checkbox"/>

ESS Rep./Supervisor Signature _____ Date _____

Supervisor/Manager Signature _____ Date _____

Employer Name _____ Contract Number _____

**SAN JOAQUIN COUNTY (SJC)
 EMPLOYMENT AND ECONOMIC DEVELOPMENT DEPARTMENT (EEDD)
 COMMUNITY CORRECTIONS PARTNERSHIP / PRISON TO EMPLOYMENT
 ON-THE-JOB (OJT) TRAINING AGREEMENT**

_____ *Last 4 of SSN Only*
 (Trainee Name) (SSN)

CONTRACT ID NUMBER: SJC EEDD
MODIFICATION: 56 S. LINCOLN STREET
GRANT: Choose One STOCKTON, CA 95203

EFFECTIVE DATES EMPLOYER:
START DATE:
TO ESTIMATED DATE:

PHONE:

TOTAL TRAINING HOURS: STANDARD WORK WEEK HOURS:
TOTAL WAGE REIMBURSEMENT: OCCUPATION:
ADDITIONAL TRAINING COST: JOB CODE:
TOTAL CONTRACT ALLOCATION: \$ 0.00 LOCATION CODE:

SCHEDULE RATE OF TRAINEE PAY:

Period	Hourly Wage	Reimbursement Rate
First Training Hours		0%
Second Training Hours		0%
Third Training Hours		0%
Fourth Training Hours		0%

EMPLOYER:

RECOMMENDED APPROVAL:

**EMPLOYMENT AND ECONOMIC
 DEVELOPMENT DEPARTMENT**

By: _____

Signature
Date

By: _____

Center Supervisor
Date

 Print Name and Title

Developed and Recommended by:

By: _____

Patty Virgen, Deputy Director
Date

 Employment Services Staff

Signature
Date

PARTIES AGREE THAT:

1. All activities to be conducted under this Agreement shall be governed by the Workforce Innovation and Opportunity Act (WIOA) of 2014, California Assembly Bill 109 (AB 109), or Prison to Employment (P2E) Initiative , any applicable regulations, including amendments or revisions, the conditions under the EEDD Job Training Plan, and the terms of the agreement.
2. The job description is as follows:

JOB DESCRIPTION FOR:

Trainee

a. Occupation:

Job Code:

SVP Code:

b. Job Description:

Other duties as assigned by the Employer.

3. TRAINING PLAN:

- a. Training shall follow the outline set forth below and shall be accomplished in accordance with the needs of the Employer and the trainee.
- b. Describe below each task in which the trainee is to be instructed. (Specify number of hours of instruction for each task.):

TRAINING SHALL CONSIST OF:

Total Training: **0**

Training Methods: Training shall be provided by demonstration, verbal instruction, video, as well as hands-on training.

Competencies: The company HR manager / or supervisors will evaluate that the training, as outlined above, is provided within the term of this Agreement.

4. EMPLOYER INFORMATION:

a. NAME OF EMPLOYER:

Address:

Phone:

Email:

b. NAME OF CONTACT PERSON WHO WILL BE RESPONSIBLE FOR THE OPERATION OF THE OJT AGREEMENT:

Name:

Address:

Phone:

c. PERSON AUTHORIZED TO SIGN THIS OJT AGREEMENT AND INVOICE:

Name:

Title:

d. ADDITIONAL PERSON(S) AUTHORIZED TO SIGN INVOICES:

Signature	Name Typed	Title
Signature	Name Typed	Title

e. FEDERAL EMPLOYER IDENTIFICATION NUMBER:

f. STATE EMPLOYER IDENTIFICATION NUMBER:

g. INSURANCE CARRIER PROVIDING WORKER'S COMPENSATION:

Name:

Policy Number:

Expiration Date:

Verified by:

Date:

h. LOCATION WHERE TRAINING WILL TAKE PLACE:

Address:

i. COLLECTIVE BARGAINING AGENCY CERTIFICATION:

Name of Collective Bargaining Agency:

Address:

Name and Title of Authorized Representative:

5. EMPLOYER ASSISTED BENEFITS:

Select all benefits the employer provides.

- Social Security
- Vacation
- Sick Leave
- Health Insurance (Employee)
- Health Insurance (Dependents)
- Dental Insurance (Employee)
- Dental Insurance (Dependents)
- Vision Insurance (Employee)
- Vision Insurance (Dependents)
- Retirement Plan

List any additional benefits or information here:

EEDD RESPONSIBILITIES

6. To recruit all trainees to the Program upon a job order(s) issued by the employer. All hires shall be certified program eligible by the EEDD.
7. The EEDD shall, on a monthly basis, reimburse the Employer for all costs identified in this Agreement. Employer shall submit to the EEDD an invoice of expenditures, along with trainee's time and attendance records within ten (10) working days of each month following the month of expenditure. Upon review and approval of the invoice and records, the EEDD shall pay the amount of the invoice.

Reimbursement of the trainee's hourly rate shall only be for actual hours worked as set forth on Page 1, "Scheduled rate of trainee pay".

8. The EEDD reimbursement shall not exceed the total number of training hours or the total dollar amount of OJT hours to be reimbursed whichever occurs first.

Reimbursement to the Employer shall be based on the percentage shown on page 1 of this agreement and shall not exceed the salary or wages paid to the trainee while in training (i.e., the trainee works a normal work week of 40 hours and then works an additional 8 hours. Reimbursement would be based on 48 hours worked for that week at the percentage called for in this Agreement). Shift differentials are not eligible for reimbursement.

EMPLOYER RESPONSIBILITIES

9. Any cost incurred by the employer of trainee without the written approval of the EEDD shall be disallowed and shall be the sole responsibility of the Employer or the trainee.
10. Employer assures that OJT payments are for reimbursement for the extraordinary costs associated with training.
11. Employer assures that trainee shall not be required to work in any location which is affected by a labor dispute.
12. Employer shall ensure that the work-site meets health and safety standards established by Federal and State Laws.
13. Employer shall ensure that each trainee is provided with Workers' Compensation coverage and with safety instructions and equipment necessary for reasonable protection against injury and damage.
14. Employer shall have a grievance procedure relating to the terms and conditions of employment and inform the trainee of the grievance system. The trainee must be informed that he or she may appeal the decision of the Employer with EEDD during the term of this Agreement.
15. Employer shall make a good faith effort to retain the trainee upon completion of the training period. The Employer shall contact the EEDD within two working days of a trainee's negative termination. The Employer shall make every effort to counsel the trainee prior to termination to the extent feasible (i.e., the seriousness of the circumstances do not warrant immediate termination). Reimbursement requests on the final invoice for unanticipated terminations must be accompanied by signed timesheets or front and back copies of canceled checks for the reimbursement period. Employers exhibiting a pattern of failure to provide long-term employment after OJT completion date shall be prohibited from receiving future OJT trainees.
16. Either party may terminate the Agreement by a 10 day written notice to each other. In such an event, Employer shall receive as full payment the agreed cost for all wages paid to the training prior to the termination.
17. Employer agrees to maintain and preserve all financial, trainee attendance, trainee progress and payment records relating to the Agreement and preserve the same for five years. Employer also agrees that EEDD authorized representative(s) may conduct site visits and interview trainees. Employer agrees that the EEDD shall, until the expiration of five years and after final payment under this Agreement, have access to and the right to examine pertinent books, documents, papers and records of the Employer involving transactions related to this Agreement.
18. Employer assures that:
 - a. Employment of the trainee shall not result in the displacement of workers, impair existing contracts or result in the substitution of state funds for other funds.

- b. The rate of trainee compensation shall be equitable to similarly situated employees and will be no less than the minimum or prevailing wage.
 - c. Pay raise conditions (if applicable): If the trainee does not have a satisfactory Training Performance Evaluation, an hourly wage increase, as shown above need not be given. In the event the Employer does not provide the trainee with a raise, Employer shall inform EEDD.
 - d. Employment of the trainee shall not infringe on promotional opportunities of regular employees.
 - e. They will administer the OJT contract in full compliance and with safeguards against fraud and abuse as set forth in EEDD regulations. The Employer assures and certifies that none of its officers or employees has been convicted of fraud or misappropriation of funds within the last two years. The Employer further assures that they will report to the EEDD all allegations of related fraud, abuse or criminal activity in written form within 24 hours of occurrence.
 - f. They shall not discriminate against any trainee because of race, color, religion, sex, national origin, age, disability, marital status, or political affiliation or belief.
- 19.** The Employer shall not hire any trainee funded under this Agreement if a member of that trainee's immediate family is the Employer or a person engaged in an administrative capacity for the employer.
- 20.** The Employer shall ensure that the trainee does not participate in political activities, sectarian activities, or the promotion or deterrence of union organizing.
- 21.** This document represents the entire Agreement between the parties hereto; no other representations shall apply or affect this undertaking.

The rights and obligations provided under this Agreement shall not be assigned or delegated without the express written consent of EEDD.

Any modification, alteration or variation of the terms and conditions of this Agreement must be in writing signed by the EEDD and the Employer. Any oral understanding or concurrence to modify this agreement shall not be allowed.

The EEDD prohibits the use of its funds to induce or encourage the relocation of a company when such relocation results in the loss of employment of any employee. EEDD also prohibits certain assistance to any relocation company for the first 120 days after the company commences operation at the new or expanded location.

THE EMPLOYER CERTIFIES, by submission of this Agreement, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from any participation in this transaction by any Federal or State department or agency. The Employer shall defend, hold harmless, and indemnify the EEDD for any injury or damage to participants or third parties caused by negligence.

I certify under penalty of perjury that the information provided above is true and correct. Further, I agree to defend, hold harmless, indemnify and reimburse all training funds to EEDD for any liability resulting from a misstatement or omission of facts contained in the document.

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature: _____

Date: _____

OJT - OBJECTIVITY

CLIENT _____

EMPLOYER _____

Has this person received vocational training in that profession?

YES

1. 320 Hours or
2. 50% of the SVP or
3. SVP minus Training Hours Already Completed

Whichever best meets client need based on IEP

NO

Chart

Relevant Experience Percent

Relevant Experience Gap	Relevant Experience				
	1-6 mo	6 mo - 1 yr	1-3 years	3-5 years	5+ Years
1-6 months	100%	80%	60%	30%	0%
6 months - 1 yr	100%	100%	80%	60%	30%
1-3 years	100%	100%	100%	80%	60%
3-5 years	100%	100%	100%	100%	80%
5+ Years	100%	100%	100%	100%	100%

Hour Allocation By SVP

SVP	Percentage (utilizing box above)				
	100%	80%	60%	30%	0%
2	160	128	96	48	0
3	320	256	192	96	0
4	640	512	384	192	0
5	800	640	480	240	0
6	960	768	576	288	0
7	1040	832	624	312	0

Additional Methodology Explained

SVP is _____ based on Onet code _____ for job title _____

OJT Objectivity Form Instructions

1. Complete Client name as it appears on the contract and on the Certification
2. Complete Employer name
3. Determine if the client received vocational training for the profession on the OJT. If yes, use one of the following to determine the hours:
 - a. 320 hours
 - b. 50% of the Specific Vocational Preparation (SVP) or
 - c. SVP minus the Training hours already completed (vocational training hours)Choose the option that best meets the needs of the client based on the Individual Employment Plan.
4. If the client did not attend vocational training, utilize the chart (Relevant Experience Percent chart):
 - a. Determine the number of months/years of relevant experience. (This will relate to the months/years across the top of the chart)
 - b. Determine the Relevant Experience Gap (The simply means, how long has it been since they last worked in the relevant occupation).
 - c. Once both of these are determined, see where they meet:
 - i. Example: If the client has 5 years of experience as an Office Clerk, (last column across the top showing 5+years) and the client has not worked in the occupation for 8 months (reading down under the column that says relevant experience gap). This client would potentially be eligible for an OJT at 30% of the total allowable hours (based on the 100% being someone with little to no relevant experience).
 - d. After identifying the Percentage, you can now use the Hours Allocation by SVP chart to determine the appropriate number of hours for the OJT
 - i. Utilizing the above example, and basing the SVP on Office Clerk which is 4 to <6 – we will use 5 – you read across the row for SVP 5. As we determined it could be no more than 30% based on the client’s experience, we can determine the OJT should be 240 hours (SVP of 5 at 30% of the allowable hours).

Note – this does not take into account any “special” accommodations or specific training that may be required. Any deviation from the normal calculation would require further explanation.
- e. Additional Methodology Explained –include the SVP, the Job Title and the ONet code. In addition, if there are extenuating circumstances that may require a longer training period or accommodation, it should be explained here, and approved by Supervisor/Manager.

NOTICE TO EMPLOYEE
Labor Code section 2810.5

EMPLOYEE

Employee Name: _____

Start Date: _____

EMPLOYER

Legal Name of Hiring Employer: _____

Is hiring employer a staffing agency/business (e.g., Temporary Services Agency; Employee Leasing Company; or Professional Employer Organization [PEO])? Yes No

Other Names Hiring Employer is "doing business as" (if applicable):

Physical Address of Hiring Employer's Main Office:

Hiring Employer's Mailing Address (if different than above):

Hiring Employer's Telephone Number: _____

If the hiring employer is a staffing agency/business (above box checked "Yes"), the following is the other entity for whom this employee will perform work:

Name: _____

Physical Address of Main Office: _____

Mailing Address: _____

Telephone Number: _____

WAGE INFORMATION

Rate(s) of Pay: _____ Overtime Rate(s) of Pay: _____

Rate by (check box): Hour Shift Day Week Salary Piece rate Commission

Other (provide specifics): _____

Does a written agreement exist providing the rate(s) of pay? (check box) Yes No

If yes, are all rate(s) of pay and bases thereof contained in that written agreement? Yes No

Allowances, if any, claimed as part of minimum wage (including meal or lodging allowances):

(If the employee has signed the acknowledgment of receipt below, it does not constitute a "voluntary written agreement" as required under the law between the employer and employee in order to credit any meals or lodging against the minimum wage. Any such voluntary written agreement must be evidenced by a separate document.)

Regular Payday: _____

WORKERS' COMPENSATION

Insurance Carrier's Name: _____

Address: _____

Telephone Number: _____

Policy No.: _____

Self-Insured (Labor Code 3700) and Certificate Number for Consent to Self-Insure: _____

PAID SICK LEAVE

Unless exempt, the employee identified on this notice is entitled to minimum requirements for paid sick leave under state law which provides that an employee:

- a. May accrue paid sick leave and may request and use up to 3 days or 24 hours of accrued paid sick leave per year;
- b. May not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and
- c. Has the right to file a complaint against an employer who retaliates or discriminates against an employee for
 1. requesting or using accrued sick days;
 2. attempting to exercise the right to use accrued paid sick days;
 3. filing a complaint or alleging a violation of Article 1.5 section 245 et seq. of the California Labor Code;
 4. cooperating in an investigation or prosecution of an alleged violation of this Article or opposing any policy or practice or act that is prohibited by Article 1.5 section 245 et seq. of the California Labor Code.

The following applies to the employee identified on this notice: *(Check one box)*

- 1. Accrues paid sick leave only pursuant to the minimum requirements stated in Labor Code §245 et seq. with no other employer policy providing additional or different terms for accrual and use of paid sick leave.
- 2. Accrues paid sick leave pursuant to the employer's policy which satisfies or exceeds the accrual, carryover, and use requirements of Labor Code §246.
- 3. Employer provides no less than 24 hours (or 3 days) of paid sick leave at the beginning of each 12-month period.
- 4. The employee is exempt from paid sick leave protection by Labor Code §245.5. (State exemption and specific subsection for exemption): _____

ACKNOWLEDGEMENT OF RECEIPT

(Optional)

(PRINT NAME of Employer representative)

(PRINT NAME of Employee)

(SIGNATURE of Employer Representative)

(SIGNATURE of Employee)

(Date)

(Date)

The employee's signature on this notice merely constitutes acknowledgement of receipt.

Labor Code section 2810.5(b) requires that the employer notify you in writing of any changes to the information set forth in this Notice within seven calendar days after the time of the changes, unless one of the following applies: (a) All changes are reflected on a timely wage statement furnished in accordance with Labor Code section 226; (b) Notice of all changes is provided in another writing required by law within seven days of the changes.

OJT Client Review Form

Trainee's Name

Contract #

Employer

Client Certifications

Have you ever worked for this employer? Y/N (If Yes, provide the following information)

Dates worked: From: _____ to _____ Job Title: _____

Summary of job duties:

Have you ever worked in a similar position? Y/N (If Yes, provide the following information)

Dates worked: From: _____ to _____ Job Title: _____

Summary of job duties:

Are you related to anyone that works for this Employer and/or is an owner of this business? Y/N (If Y, describe relationship)

Name of relative: _____ Relationship: _____

I attest that the above information is true and correct to the best of my knowledge.

Trainee signature

Date

Employer Certifications

I attest, to the best of my knowledge, the trainee has not worked for this company.

Or

I attest, to the best of my knowledge, the trainee previously worked for this company as a/an _____
from _____ to _____.

AND

I attest, to the best of my knowledge, the trainee is not related to another employee and/or owner of the company

Or

I attest, to the best of my knowledge, the trainee is related to another employee and/or owner of the company as identified above.

Authorized Employer Signature

Date

Staff Use Only

If the trainee has worked for this employer or in a similar occupation, identify the justification for training:

Approved: Yes No

Supervisor's Signature

Date

**O.J.T. Rep. _____ EMPLOYMENT AND ECONOMIC DEVELOPMENT DEPARTMENT
 Phone No. _____ OF SAN JOAQUIN COUNTY
 OJT MONTHLY INVOICE**

Employer Name & Address

Invoice Period: From _____

To _____

Please mail by the 10th of the month to:
 Employment and Economic Development Dept.
 56 S. Lincoln Street
 Stockton, CA 95203
 Attn: OJT

Contract No. _____

Name of Trainee _____

Social Security No. _____

Occupation _____

I hereby certify that I have worked the number of hours indicated.

 (Signature of Trainee*)

Hourly Wage \$ _____

Total Hours Claimed _____

I certify that the training has been provided to the trainee in accordance with provisions of the contract and the training description therein and that the above entries pertaining to reimbursement are true and correct and are supported by payroll records on file.

 (Authorized Name - Type or Print)

 (Authorized Signature) Date

MONTH -

YEAR -

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	FISCAL USE ONLY
DATE								
HOURS								
DATE								
HOURS								
DATE								
HOURS								
DATE								
HOURS								
DATE								
HOURS								

*Reimbursement cannot be made unless this invoice is signed by the trainee, and submitted with trainee time and attendance records. Except in the case of unanticipated termination whereas, signed trainee timesheets or payroll records AND cancelled checks (both sides) will be acceptable.

OVERTIME HOURS WILL BE REIMBURSED.
 Pursuant to OJT Contract

Original: Fiscal Contract File
 2nd Copy: OJT File
 3rd Copy: Fiscal
 4th Copy: Employer

VERIFIED FOR PAYMENT:

 Employment Services Division Manager Date

TO BE COMPLETED BY FISCAL UNIT:

Total Hours Claimed _____

Wage Rate \$ _____

% of Reimbursement _____

Amount Due Employer \$ _____

(See Reverse Side for Instructions)

This invoice must be completed in its entirety to ensure prompt reimbursement.

PLEASE PRINT OR TYPE THE NAME OF THE TRAINEE AND EMPLOYER.

Please use your own payroll record in completing the invoice. Indicate the hours worked each day beginning with the first day of the month and ending on the last day of the month.

EXAMPLE:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	FISCAL USE ONLY
DATE	11/6	11/7	11/8	11/9	11/10	11/11	11/12	(leave blank)
HOURS	0	8	8	6	8	7 3/4	4	

The invoice must be signed by the trainee and the person authorized in the contract. If the trainee is not available to sign the invoice and the OJT contractor has been notified of this unavailability, a copy of the signed trainee time cards and/or payroll record and cancelled checks (both sides) will be acceptable. The OJT Contractor must be notified if the trainee misses five consecutive days of work without contacting the employer. Unless properly executed, the invoice will be returned and reimbursement delayed. If you have any questions, please call the Employment and Economic Development Department (209) 468-3500.



A proud partner of the America's JobCenter network of California

San Joaquin County WorkNet Trainee Performance Evaluation

An evaluation must accompany the monthly invoice for each employee.

This form is a sample. If your organization utilizes a different evaluation form, please feel free to use it in place of this form.

NOTE: *To ensure you receive your reimbursement in a timely manner, please submit this form with OJT invoice and time card copies by the 10th of the following month. Thank you for your cooperation.*

Month of: _____

Name of Employer: _____

Name of Employee/Trainee: _____

Job Title: _____

Contract I.D. Number: _____

- 1. Has the trainee's work been satisfactory? Yes No
- 2. IF NOT, please identify area of problem: _____
- 3. How would you rate this Employee/Trainee:
 Excellent Good Above Average Average Below Average
- 4. Please comment on favorable or unfavorable Employee/Trainee traits?

- 5. Is it your intent to retain this Employee/Trainee at the completion of the On-the-Job training period Yes No
- 6. If Employee/Trainee is **no longer employed**, please give the last date of employment and reason. Last employment date: _____
 Terminated Laid-off Quit Personal reasons Work accident
- 7. How do you feel about this Training Agreement and your relationship with the San Joaquin County WorkNet staff? Satisfied Dissatisfied

Completed by: _____ Date: _____