



A G E N D A

Orange County Workforce Development Board

January 28, 2026

10:00 A.M.

Location:

Orange County Data Center
Data Center Main Conference Room
1400 S. Grand Ave.
Santa Ana, CA. 92705

The Orange County Workforce Development Board shall not hold a meeting unless the number of members participating constitutes a quorum of the Board.

This agenda contains a brief description of each item to be considered. Except as provided by law, no action shall be taken on any item not appearing in the agenda. Members of the public who wish to speak on an item(s) may complete a Speaker Request Form(s) identifying the items prior to the beginning of the meeting. To speak on a matter not appearing on the agenda, but under the jurisdiction of this Advisory Board, you may do so during Public Comments. Speaker request forms must be completed prior to the beginning of the meeting, the reading of the individual agenda items and/or the beginning of Public Comments. When addressing the Board, it is requested that you state your name for the record. Address the Board as a whole through the Chair. Comments to individual Members or staff are not permitted. Speakers are limited to three (3) minutes.

Materials/handouts are available 72 hours in advance of the meeting at
<https://workforce.ocgov.com/oc-workforce-development-board>.

This WIOA Title I financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. TDD/TTY users, please call the California Relay Service (800) 735-2922 or 711. If you need special assistance to participate in this meeting, please contact info@ocworkforcesolutions.com at least 72 hours prior to the event to allow reasonable arrangements.

1. CALL TO ORDER: Anna Lisa Lukes, Chair
2. PLEDGE OF ALLEGIANCE
3. BOARD MEMBER ROLL CALL: OC Community Services Representative
4. PUBLIC COMMENT:

At this time, members of the public may address the Board regarding any items within the subject jurisdiction, provided that no action is taken on off-agenda items unless authorized by law. (Comments shall be limited to three (3) minutes, unless the Chair pre-identifies a different time at the start of meeting for all public speakers).

PRESENTATION:

5. Multi-Craft Core Curriculum (MC3) Apprenticeship Readiness Program,
Los Angeles/Orange Counties Building and Construction Trades Council
Presenters: Andrew Gonzales and Myllex Guadamuz

ACTION ITEM(S):

6. POLICY UPDATES
 - A. Code of Conduct Policy
 - B. Conflict of Interest Policy
 - C. On-the-Job Training (OJT) Policy
 - D. Work Experience (WEX) Policy

Recommendation: Approve OCWDB Policies A, B, C, and D and authorize staff to make any non-substantive changes, including any references in related policies and forms, so long as the original intent of the policy is not altered.

INFORMATIONAL ITEM(S):

7. CHAIR REPORT: Anna Lisa Lukes, Chair
 - A. GENERAL UPDATES
 - B. UPCOMING EVENTS
8. DIRECTOR'S REPORT: Nancy Cook, Director
 - A. PROGRAM UPDATES
 - B. PARTNERSHIP UPDATES
9. STRATEGIC PLANNING: Anna Lisa Lukes, Chair

DISCUSSION ITEM(S):

10. OPEN DISCUSSION

At this time, members of Board may comment on agenda or non-agenda matters provided that NO action may be taken on off-agenda items unless authorized by law.

ADJOURNMENT

NEXT MEETINGS:

OCWDB Full Board – April 29, 2026
Location: Orange County Data Center
Data Center Main Conference Room
1400 S. Grand Ave.
Santa Ana, CA. 92705

DISCLAIMER: No member of the Orange County Workforce Development Board (OCWDB) shall sign a letter or make a statement purported to represent the position of OCWDB as a body. Letters or verbal statements of support or opposition on any issue shall only be made or signed by the Chair of OCWDB and shall be submitted to the Advisory Board for pre-approval. The policy of the Board of Supervisors does not allow OCWDB or its Chair to sign a letter of position on any matters pertaining to legislation. OCWDB members may write personal letters or speak as individuals stating personal positions but may not do so as representing the position or opinion of OCWDB and/or the County of Orange.

Item #06 – ACTION

Policy Updates

Recommendation Summary

January 28, 2026

BACKGROUND:**A. Code of Conduct Policy**

Service Provider employees, clients, and visitors of the Orange County Workforce Development Board One-Stop centers must comply with the code of conduct to ensure facilities remain safe, clean, and accessible. The policy defines prohibited conduct and authorizes the One-Stop operators to take appropriate action, including suspension or expulsion, when violations occur.

- *Policy revisions clarify and expand prohibited conduct, formalize the authority and procedures for suspension or expulsion, and include language updates to improve clarity, consistency, and implementation across One-Stop Centers.*

B. Conflict of Interest Policy

Subrecipients of WIOA funds must uphold program integrity and avoid conflict of interest. This policy ensures individuals are served ethically, with fair eligibility and assessment practices.

- *Policy revisions include updated federal references, a new requirement for service provider staff to sign a Conflict of Interest Disclosure Form, and updated forms to align with current regulations.*

C. On-the-Job Training (OJT) Policy

On-the-Job Training (OJT) is a hire-first training program that allows employers to train new hires in the specific knowledge and skills necessary for effective job performance.

- *Policy revisions include updates and recommendations from the OCWDB Ad Hoc Committee to criteria for a business to be eligible (e.g. time operational), allowable length of training, business preference, removal of employer referrals, and limitations on number of participants on worksite can host based on total number of employees.*
- *Updates made to related forms and references in other policies as applicable.*

D. Work Experience (WEX) Policy

Subrecipients of WIOA fund are required to offer Work Experience activities that provide participants opportunities for career exploration and skill development. WEX is a planned, structured, contractual learning experience in a workplace for a limited period of time.

- *Policy revisions include updates and recommendations from the OCWDB Ad Hoc Committee to the criteria for a business to be eligible, strengthened language to prevent displacement of employees, addition of orientation, and structure of extensions.*
- *Updates made to related forms and references in other policies as applicable.*

RECOMMENDATION(S):

Approve OCWDB Policies A, B, C, and D as presented, including authority to make any non-substantive changes and updates, including references in related policies and forms as applicable, so long as the original intent of the policy is not altered.

ATTACHMENT(S): Redline & Clean Drafts for each policy

1. Code of Conduct Policy
2. Conflict of Interest Policy
3. On-the-Job (OJT) Policy
4. Work Experience (WEX) Policy

Code of Conduct Policy

Redline and Clean Version

Information Notice No. 26-OCWDB-01

Supersedes Information No. 21-OCWDB-08



Orange County Workforce Development Board
Code of Conduct Policy

PAGE: 1 OF 2

Effective:
January 28, 2026

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SUBJECT:

Information Notice No. ~~26-OCWDB-01XX~~
Supersedes Information Notice No. 21-OCWDB-08

APPROVED:

Nancy Cook,
Director of
Workforce and Economic Development Division

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PURPOSE

To provide guidance ~~and direction for implementation of~~ the Orange County Workforce Development Board (OCWDB) ~~Code of Conduct and Zero Tolerance Standards and Code of Conduct regarding inappropriate behavior by for~~ Service Provider employees, visitors, and ~~clients, and visitors of~~ OCWDB ~~One-Stop Centers~~ American Job Centers of California (AJCC) and ~~for all other OCWDB-affiliated~~ locations where workforce services are ~~being~~ delivered.

EFFECTIVE DATE

This policy is effective on the date of issuance.

BACKGROUND

~~The OCWDB One-Stop Centers~~ American Job Centers of California are funded ~~is assisted financially through the~~ Workforce Innovation and Opportunity Act (WIOA) Title I ~~and operate as funding from the Department of Labor Education and Training Administration. The One-Stop Center and its services are~~ equal opportunity employers/programs. ~~All OCWDB OCWDBAJCC facilities~~ sites are expected to ~~It should be expected that the One-Stop Center and all other OCWDB locations where workforce services are being delivered are safe, clean, and accessible. To this end, the~~ OCWDB has established ~~Zero Tolerance Standards and a~~ Code of Conduct ~~and Zero Tolerance sStandards~~ to ensure that the rights of ~~employees, -visitors, and clients, and employees are preserved~~ preserved, and property is protected. All ~~One-Stop Center visitors and workforce services clients~~ individuals can expect to be treated with courtesy and respect.

POLICY

Zero Tolerance Standards Prohibited Conduct

The following actions are strictly prohibited at any OCWDB ~~OCWDBAJCC~~ location or while providing services on behalf of OCWDB: ~~The OCWDB does not tolerate any type of workplace violence committed by or against Service Provider employees or other clients or visitors at an OCWDB One-Stop Center facility, OCWDB location where workforce services are being delivered, or while providing services on behalf of the county.~~

- ~~No Service Provider employee, One-Stop Center visitor, or workforce services client shall engage or be allowed to engage in violent conduct, make threats of violence (implied, actual, direct, or indirect) or cause actual physical injury to another person.~~
- 1. ~~All threatening comments, remarks or violent behavior, implied, direct, or indirect, at a OCWDB One-Stop Center facility, any OCWDB location where workforce services are being delivered, or while providing services on behalf of the county are prohibited.~~
- ~~Any aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress is prohibited.~~
- 2. ~~Intentionally damaging property or property of another person is prohibited.~~
- 3. ~~Being in possession of a weapon is prohibited.~~
- 4. ~~Committing acts motivated by, or related to, sexual harassment or domestic violence is prohibited.~~
- 1. Violence, threats (direct, indirect, implied), or behavior that creates fear or emotional distress.
- 2. Possession of weapons.
- 3. Intentional property damage.
- 4. Acts related to sexual harassment or domestic violence.
- 5. Violation of any federal, state, or local law.

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6. Possession or use of alcohol, illicit drugs, or being under the influence.
7. Harassment, lewd and/or lascivious behavior, indecent exposure, or sexual acts.
8. Disruptive, aggressive, or hostile behavior.
9. Failure to follow staff or security instructions.
10. Misuse of OCWDB program property, technology, or facilities.
11. Any conduct that endangers health, safety, or the orderly operation of services.

Authority to Remove

~~OCWDB~~OCWDB Programs reserves the right to immediately suspend or expel any individual who violates this policy, without prior warning or progressive disciplinary steps, depending on the severity of the conduct. Violators may also face ~~Failure to comply with the Zero Tolerance Standards may result in the suspension and/or expulsion from the Orange County One Stop Center programs or facility, suspension and/or expulsion from any other OCWDB location where workforce services are being delivered, and/or arrest and prosecution to the full extent of the law.~~

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Reporting Requirements

~~All violations to the Zero Tolerance Standards threats or violent behavior must are to be taken seriously and are never to be dismissed. Each incident is to be reported immediately by the Service Provider to the Orange County Director of Workforce Development Board OCWDB Director utilizing the Code of Conduct Violation Incident Reporting Policy incident r Report Form. Additionally, a Notice of Suspension and/or Expulsion for failure to comply with the Zero Tolerance Standards must be provided to the participant in writing, must include a copy of the incident report, must be documented in the participant's physical and electronic case files, and must be approved by the Orange County Director of Workforce Development. The OCWDB's approved Notice of Suspension and/or Expulsion will be provided to the participant by the Service Provider on behalf of OCWDB.~~

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Documentation

~~Service Providers/Program Staff are to complete an incident report according to the OCWDB Incident Reporting Policy each time a visitor or program participant receives a Code of Conduct of any violation(s). All threatening comments, remarks or violent behavior, implied, direct or indirect at any OCWDB One Stop Center facility, OCWDB location where workforce services are being delivered or at any location where county business is being conducted are to be taken seriously and are never to be dismissed. Supervisors shall take necessary steps to ensure that any incident is reported to the Orange County Director of Workforce Development.~~

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Service Providers are to post a copy of the ~~Zero Tolerance Standards/Code of Conduct policy~~ at each site in a location where visitors can see and read it. This policy is to be given to all ~~program participant~~employees, visitors, and clients. ~~and a~~An acknowledgement form must be collected confirming ~~(Attachment 1)~~ that participant receipt and understanding of the ~~received the Zero Tolerance Standards/Code of Conduct policy,~~ and a copy must ~~is to be~~ placed in the ~~participant's individual's case file.~~

If a ~~visitor or client~~participant is unable to read, the Service Provider must either read it aloud to them ~~participant~~ or provide a recording of the policy.

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~~Violations will be documented in the OCWDB One Stop Center visitors or workforce service clients who receive a verbal and/or written warning and/or a notice of suspension and/or expulsion due to a violation of the Zero Tolerance Standards and/or Code of Conduct have the right to file a grievance/complaint. electronic and physical file and must be reported to the OCWDB Director. Individuals who receive a warning, suspension, or expulsion may file a grievance. Grievances/complaints must be filed within one (1) year of the~~

incident. ~~Orange County One Stop Center visitors or workforce services clients who file a grievance/complaint will not be retaliated against in any way for filing a grievance/complaint. Retaliation for filing a grievance is strictly prohibited. For details,~~

~~For more information on how to file a grievance/complaint, please~~ refer to the OCWDB Program Grievance and Complaint Procedures Policy.

ACTION

Bring this policy to the attention of all relevant staff, subrecipients, and partners to ensure full understanding and compliance ~~with federal and state audit resolution requirements.~~

INQUIRIES

If you have any questions regarding this policy, please email info@ocworkforcesolutions.com.

ATTACHMENTS

Attachment I: Code of Conduct Acknowledgment Form

~~Attachment II: Code of Conduct Violation Incident Report Form~~

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Orange County Workforce Development Board
Code of Conduct Policy

PAGE: 1 OF 2

Effective:
 January 28, 2026

SUBJECT:

Information Notice No. 26-OCWDB-01
 Supersedes Information Notice No. 21-OCWDB-08

APPROVED:

Nancy Cook,
 Director of Workforce and Economic Development

PURPOSE

To provide guidance for the Orange County Workforce Development Board (OCWDB) Code of Conduct for Service Provider employees, visitors, and clients of OCWDB American Job Centers of California (AJCC) and all other affiliated locations where workforce services are delivered.

EFFECTIVE DATE

This policy is effective on the date of issuance.

BACKGROUND

OCWDB American Job Centers of California are funded through the Workforce Innovation and Opportunity Act (WIOA) Title I and operate as equal opportunity employers/programs. All OCWDB AJCC sites are expected to be safe, clean, and accessible. The OCWDB has established Code of Conduct standards to ensure that the rights of employees, visitors, and clients are preserved, and property is protected. All individuals can expect to be treated with courtesy and respect.

POLICY

Prohibited Conduct

The following actions are strictly prohibited at any OCWDB AJCC location or while providing services on behalf of OCWDB:

1. Violence, threats (direct, indirect, implied), or behavior that creates fear or emotional distress.
2. Possession of weapons.
3. Intentional property damage.
4. Acts related to sexual harassment or domestic violence.
5. Violation of any federal, state, or local law.
6. Possession or use of alcohol, illicit drugs, or being under the influence.
7. Harassment, lewd and/or lascivious behavior, indecent exposure, or sexual acts.
8. Disruptive, aggressive, or hostile behavior.
9. Failure to follow staff or security instructions.
10. Misuse of program property, technology, or facilities.
11. Any conduct that endangers health, safety, or the orderly operation of services.

Authority to Remove

OCWDB Programs reserve the right to suspend or expel any individual who violates this policy, without prior warning or progressive disciplinary steps, depending on the severity of the conduct. Violators may also face arrest and prosecution to the full extent of the law.

Reporting Requirements

All threats or violent behavior must be taken seriously and are never to be dismissed. Each incident is to be reported immediately by the Service Provider to the OCWDB Director utilizing the Code of Conduct Violation Incident Report Form.

Documentation

Service Providers are to post a copy of the Code of Conduct at each site in a location where visitors can see and read it. This policy is to be given to all employees, visitors, and clients. An acknowledgement form must be collected confirming receipt and understanding of the Code of Conduct policy, and a copy must be placed in the individual's file.

If a visitor or client is unable to read, the Service Provider must either read it aloud to them or provide a recording of the policy.

Individuals who receive a warning, suspension, or expulsion may file a grievance within one (1) year of the incident. Retaliation for filing a grievance is strictly prohibited. For details, refer to the OCWDB Program Grievance and Complaint Procedures Policy.

ACTION

Bring this policy to the attention of all relevant staff, subrecipients, and partners to ensure full understanding and compliance.

INQUIRIES

If you have any questions regarding this policy, please email info@ocworkforcesolutions.com.

ATTACHMENTS

Attachment I: Code of Conduct Acknowledgment Form

Attachment II: Code of Conduct Violation Incident Report Form

Code of Conduct Policy Attachments

Attachment I: Code of Conduct Acknowledgment Form

Attachment II: Code of Conduct Violation Incident
Report Form



Code of Conduct Acknowledgement Form

The Orange County Workforce Development Board (OCWDB) has established Code of Conduct standards to ensure that the rights of Service Provider employees, visitors, and clients of OCWDB American Job Centers of California (AJCC) are preserved and property is protected. It should be expected that the OCWDB AJCC is safe, clean, and accessible. All individuals can expect to be treated with courtesy and respect.

Prohibited Conduct

The following actions are strictly prohibited at any OCWDB AJCC location or while providing services on behalf of OCWDB:

1. Violence, threats (direct, indirect, implied), or behavior that creates fear or emotional distress.
2. Possession of weapons.
3. Intentional property damage.
4. Acts related to sexual harassment or domestic violence.
5. Violation of any federal, state, or local law.
6. Possession or use of alcohol, illicit drugs, or being under the influence.
7. Harassment, lewd and/or lascivious behavior, indecent exposure, or sexual acts.
8. Disruptive, aggressive, or hostile behavior.
9. Failure to follow staff or security instructions.
10. Misuse of OCWDB property, technology, or facilities.
11. Any conduct that endangers health, safety, or the orderly operation of services.

Failure to comply with this Code of Conduct may result in the suspension and/or expulsion from the OCWDB programs or facility, and/or arrest and prosecution to the full extent of the law. Such actions may be taken without prior warning or progressive disciplinary steps, depending on the severity of the conduct.

I understand these procedures as explained by Service Provider staff. I understand that I can file a grievance if I do not agree with a violation given to me by the Service Provider and that I have one (1) year from the date of the incident to file this grievance.

Name	Signature	Date
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For clients/visitors under the age of 18, parent/guardian signature is required

Name	Signature	Date
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This WIOA Title I financially assisted program, or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. If you need special assistance to participate in this program, please call 866-500-6587. TDD/TTY users, please call the California Relay Service at (800) 735- 2922 or 711. Please call 48 hours in advance to allow reasonable arrangements to be made to ensure accessibility to this program.



Code of Conduct Violation Incident Report

Issued By:			
Incident Information:			
Name:			
Date Reported:			
Date of Incident:			
Location of Incident:			
Witness:			
Violation	1 st Violation <input type="checkbox"/>	2 nd Violation <input type="checkbox"/>	3 rd Violation <input type="checkbox"/> 4 th Violation <input type="checkbox"/>
Describe the incident that occurred in as much detail as possible:			
Code of Conduct Violation(s):			
Consequences of failure to follow Code of Conduct as outlined above:			

Name	Signature	Date


Manager Name, Title	Signature	Date

Conflict of Interest - Serving Individuals with a Close Relationship Policy

Redline and Clean Version

Information Notice No. 26-OCWDB-02

Supersedes Information No. 20-OCWDB-08

	<p>Orange County Workforce Development Board Conflict of Interest Policy – Serving Applicants/Participants with a Close Relationship</p>	<p>PAGE: 1 OF 3 Effective: October 29, 2025 <u>January 28, 2026</u></p>	<p>Formatted: Font: (Default) Times New Roman Formatted: Font: (Default) Times New Roman, Not Bold</p>
<p>SUBJECT: Information Notice No. 20-OCWDB-20 <u>265</u> OCWDB-02XX Supersedes Information Notice No. <u>20-OCWDB</u> 2018-OCDB-11</p>	<p>APPROVED: Nancy Cook, Director of Workforce and Economic Development</p>	<p>Formatted: Font: (Default) Times New Roman Formatted: Justified, Position: Horizontal: Center, Relative to: Margin, Vertical: 0.38", Relative to: Page, Horizontal: 0.13", Wrap Around Formatted: Font: (Default) +Body (Calibri) Formatted: Font: (Default) Times New Roman</p>	
<p>PURPOSE This policy outlines the requirements and procedures that ensure all individuals enrolled in the provided guidance to all Orange County Workforce Development Board (OCWDB) One Stop Service Providers on the requirements Conflict of Interest for the provision of the Workforce Innovation and Opportunity Act (WIOA) program have been determined eligible, assessed, and served in an ethical manner that is free from any real or perceived conflict of interest. training services.</p>			
<p>EFFECTIVE DATE This notice policy is effective on the date of issuance.</p>			
<p>REFERENCES</p> <ul style="list-style-type: none"> • Workforce Innovation and Opportunity Act of 2014 (Public Law 113–128) • <u>Title 2 Code of Federal Regulations (CFR) Part 200.112 - 200.113 and 200.318.</u> • <u>Title 20 Code of Federal Regulations (CFR) Part 679.430 and 683.200</u> • <u>29 U.S.C 2832 (g).</u> • <u>California Government Code §§ 1090 and 1091.2</u> 			<p>Formatted: Font: (Default) Arial, 12 pt Formatted: Font: 12 pt Formatted: Font: 12 pt Formatted: Font: (Default) Arial, 12 pt Formatted: Font: (Default) Arial</p>
<p>BACKGROUND WIOA programs must remain accessible to all eligible and suitable individuals, in accordance with Orange County Workforce Development Board (OCWDB) policies and 29 CFR Part 38 (Nondiscrimination and Equal Opportunity provisions). When individuals have close ties to WIOA staff, management, OCWDB members, or other stakeholders of the workforce development system, specific policies must be in place to ensure the eligibility and enrollment decisions are merit-based and not influenced by personal, familial, or political connections, as this may create the appearance of impropriety or non-compliance with state and/or federal law.</p> <p>All WIOA subrecipient service providers must uphold program integrity and avoid both real and perceived conflicts of interest, as required by of WIOA funds agree, that they will comply with the standards of conduct for maintaining the integrity of the program and avoid any conflict of interest in its administration including, but not limited to, 29 U.S.C. 2832 (g) 3122(h), the California Ethics law, and other applicable regulations. Local elected officials, Workforce Development Boards (WDB), fiscal agents, and administrative entities must implement effective safeguards and procedures to ensure services are delivered fairly and without bias.</p>			<p>Formatted: List Paragraph, Justified, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5", Position: Horizontal: Center, Relative to: Margin, Vertical: 0.38", Relative to: Page, Horizontal: 0.13", Wrap Around Formatted: Font: 12 pt Formatted: Font: (Default) Arial, 12 pt Formatted: Font: 12 pt Formatted: Font: (Default) Arial, 12 pt Formatted: Font: 12 pt Formatted: Font: (Default) Arial Formatted: Font: (Default) Arial, Not Bold, Font color: Auto Formatted: Font: Not Bold, Font color: Auto Formatted: Line spacing: Multiple 1.08 li, Position: Horizontal: Center, Relative to: Margin, Vertical: 0.38", Relative to: Page, Horizontal: 0.13", Wrap Around</p>
<p>DEFINITIONS <u>Social/Business Relationship</u> – the applicant's prior and/or present social interactions and/or business dealings with stakeholders of the workforce development system gives a reasonable observer cause to believe that the applicant's access to WIOA program services would be based upon this relationship, as opposed to demonstrated need.</p>			<p>Formatted: Font: Not Bold, Font color: Auto</p>

~~Close-f~~Family member – parents, stepparents, spouse, domestic partner, children, stepchildren, foster children, siblings, grandchildren, grandparents, and any immediate relatives by blood or marriage (i.e., in-laws, cousins, nieces, nephews, aunts, and uncles).

Stakeholders – Individuals who are not family members but have direct or indirect management or responsibility for managing the WIOA workforce system. This includes WIOA executive staff, supervisors, local elected officials, contractors (e.g., adult, dislocated worker, or youth program vendors), WDB and subcommittee members, WIOA employees, and American Job Center (AJCC) partner staff.

POLICY

Board Recusal and Meeting Procedures

OCWDB and committee members shall not participate in any decision, including voting, on matters that would provide direct financial benefit to the member, the entity the member represents, or the member's immediate family. Members must fully recuse by leaving the room during discussion and any vote and will not count toward quorum. The disclosure and recusal shall be recorded in the meeting minutes.

Prohibitions and Procurement Safeguards

No interested party may solicit or accept gratuities, favors, or anything of monetary value from awardees, potential awardees, or other parties to WIOA agreements. The awarding of any contract or subcontract must be through a competitive or standard application process unless the OCWDB determines a sole-source exception. Costs billed must be equal to or less than prices charged to others for comparable services. Lobbying of OCWDB members or County staff regarding approval of contracts or purchase orders is prohibited.

All sService providersub-recipients are expected to uphold the highest standards of professional ethical conduct. Therefore, all staff shall:

- Review this "Conflict of Interest Policy";
- Complete and submit the Conflict of Interest Disclosure ~~Disclosure~~ Form to Contract Manager t
acknowledge they have reviewed the policy and agree to comply with its provisions; and
- Understand that failure to comply with the policy may result in disciplinary action.

There is no bright line test for the determination of such a relationship. Staff and stakeholders must WIO staff, management, and other workforce development systems are advised to avoid the appearance of impropriety by abstaining from directly assisting and/or influencing the application process of friends, close family members or person whom they have a close relationship with, former and/or present former and/or present colleagues, and persons with whom they have an ongoing social or business relationship. Such relationships must be disclosed and managed in accordance with this policy.

Mandatory disclosure applies to relationships involving:

If an applicant for services is known to be a friend, close family member, former or current colleague, or ha an ongoing social or business relationship with any of the categories of individuals listed below, the relationship must be disclosed and managed in accordance with the provisions of this policy:

However, at a minimum, wWhen an applicant for services is a friends, a close family member, former and/or present colleague, and/or has an ongoing social or business relationship with any of the following categories of individuals, said relationship must be disclosed if known to the applicant, and managed in accordance with the terms and conditions of this policy:

- WDB members;
- Local Elected Officials;
- WIOA executive staff and employees supervisors
- WIOA employees

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- AJCC partner staff, including ~~(co-located and non-co-located partners and contractors)~~
- WIOA ~~sub-recipients~~ subrecipients;
- Eligible Training Providers;
- County employees.

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~~Disclosure of potentially conflicting relationships will be solicited from individuals.~~ Individuals Applicants will be asked to ~~will be asked to disclose any potentially conflicting~~ such relationships during the initial intake process using the Conflict of Interest Disclosure ~~Nepotism Form and enrollment in WIOA programs.~~ Staff are responsible immediately notifying their supervisor of any identified conflict and uploading the signed disclosure form into CalJOBS.

Disclosure Responsibilities

If staff become aware that a friend, close family member or close associate is seeking any enrolled/registered WIOA services, ~~(those other than basic career services, or minimally staff assisted basic career services),~~ they must immediately notify their supervisor and submit the Conflict of Interest Disclosure ~~Disclosure and Attestation Form and submitted as follows:~~

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~~All AJCC~~ AJCC staff and WIOA service provider Sub-Recipient sStaff. Disclosure must be reported to the Service Provider Program Manager, who will be ~~The individual must identify the individual or individuals. The Service Provider Program Manager~~ Upon so being so notified, the Provider Director of that organization is responsible for submitting the form a will make a written disclosure of such relationship to the ~~Contract Manager~~ Administrator, for further review and guidance ~~Area Workforce Executive Director.~~

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~~County Staff, OCWDB~~ WDB members, and local elected officials: Disclosures must be submitted directly to ~~they must notify the Orange County Workforce Development Board (OCWDB) -Director of Workforce Development.~~

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OCWDB Director: If the Director has a disclosure to make, they must submit the required information to the designated authority ~~the Orange County Community Services (OCCS) Director.~~

Once a potential conflict of interest is known, staff must cease all professional interaction with that individual case file until a determination is issued.

Disclosure Frequency and Change Reporting

Conflict disclosures are required at onboarding, annually thereafter, and within 10 working days of any change that could create a potential, real, or apparent conflict.

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Disclosure Review and Determinations

The Contract Manager forwards disclosures to the OCWDB Senior Manager for review and written determination. Determinations may include: no conflict, conditions, or conflict requiring mitigation or refusal. Where a conflict exists, the employee or contractor has 30 days from receipt of the determination to implement corrective action. When appropriate, a written waiver may be issued after review.

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Arms-Length Eligibility Determination Protocol

- Eligibility determination must be conducted by a staff member who has no real or apparent conflict of interest with the applicant.
- A Conflict of Interest Provisional Plan Form must be submitted to the OCWDB Workforce/Operations Senior Manager ~~Director~~ via the Contract Administrator Manager for review and approval prior to enrollment and provision of services.
- Any changes to the service plan require prior approval.
- Under no circumstance may a staff member access the records of an immediate family member partner or close associate.

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If the applicant is already enrolled, their The Service Provider must conduct an "arms length determination" of eligibility, which must be conducted by a staff member who has no relationship with the individual. The Service Provider must develop a written plan outlining how eligibility was determined and the services the individual is seeking (training, supportive services, job referrals, or other services). This plan must ensure that all actual or potential conflicts of interest, as well as any perceptions of impropriety, are fully addressed. The plan must be submitted for approval to the Director of Workforce Development through the Contract Administrator. Any changes in the plan of services must be approved.

If an individual is already fully enrolled and receiving WIOA services, the participant's file and a signed Conflict of Interest Disclosure Form, must be submitted to the including all services that were provided, should be prepared and sent to the eContract aAdministratorManager promptly after disclosure of relationship for review and further guidance.

Once an immediate family or close personal relationship is disclosed, the existence of that

Monitoring and Tracking

Each Service Provider is responsible for maintaining an up-to-date log of all disclosed relationships. In accordance with 2 CFR § 200.112, any potential conflict must be disclosed in writing to the OCWDB immediately upon discovery. The log available to list of all individuals seeking WIOA services who have been disclosed under this policy. A copy of this disclosure list must be provided to all state or local program monitors/and auditors at the commencement of every monitoring visit.

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Escalation ProcessIn addition to the documentation of the personal relationship and maintenance of the list, before any enrolled/registered WIOA services can be provided, the WIOA agency and staff that is attempting to address the needs of the applicant will after seeking the consultation and approval of the Director for the Area, develop a written plan for determining the eligibility of the individual in a way that resolves all real or potential conflicts of interest, and/or perceptions of impropriety following the procedures outlined below. If the Area Director is the one with the conflicting family relationship, then the Chief Local Elected Official shall be consulted and provide the approval for an alternative plan for determining eligibility. In the rare case that this process will not resolve a real conflict, or the appearance of a conflict, the Area will have the eligibility determination made by another Job Center or another Youth Provider. If that cannot resolve the conflict then the Area will have another Area WIB determine eligibility, preferably one that is adjacent to the same.

Before any WIOA services are provided to an individual with a disclosed personal relationship, the following steps must be taken:

The Service Provider responsible for addressing the individual's needs must consult with the Contract Administrator and receive necessary approvals prior to proceeding with enrollment for services.

Escalation of Eligibility Determination:

- If a real or perceived conflict of interest cannot be resolved internally, eligibility determination must be referred to another AJCCAJCCJob Center.
- If a conflict still cannot be resolved, the eligibility determination will be referred to designated third party reviewer.

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ACTION

Bring this policy to the attention of all relevant staff, subrecipients, and partners to ensure full understanding and compliance with federal and state audit resolution requirements parties.

INQUIRIES

If you have any questions regarding this policy, please email info@ocworkforcesolutions.com.

ATTACHMENTS

Attachment I: Conflict of Interest Disclosure Disclosure Form

Attachment II: Conflict of Interest Provisional Plan Form

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U.S.C. 2832 (g), chapter 6301 of the Revised Code, and California ethics law:

Local elected officials, WDBs, designated fiscal agents, and administrative entities must help meet the objectives of the WIOA through effective policies, procedures, and safeguards that ensure the integrity of these public funds. Safeguards must be in place throughout the State that ensure all individuals served in the program are not only eligible and suitable, but also served in a manner that is free from the perception of any impropriety or conflict of interest.

contact your Contract Administrator at 714 480 65

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Orange County Workforce Development Board
**Conflict of Interest Policy – Serving
 Applicants/Participants with a Close Relationship**

PAGE: 1 OF 3

Effective:
 January 28, 2026

SUBJECT:

Information Notice No. 26-OCWDB-02
 Supersedes Information Notice No. 20-OCWDB 20

APPROVED:

Nancy Cook,
 Director of Workforce and Economic Development

PURPOSE

This policy outlines the requirements and procedures that ensure all individuals enrolled in the Workforce Innovation and Opportunity Act (WIOA) program have been determined eligible, assessed, and served in an ethical manner that is free from any real or perceived conflict of interest.

EFFECTIVE DATE

This policy is effective on the date of issuance.

REFERENCES

- Workforce Innovation and Opportunity Act of 2014 (Public Law 113–128)
- Title 2 Code of Federal Regulations (CFR) Part 200.112 - 200.113 and 200.318
- Title 20 Code of Federal Regulations (CFR) Part 679.430 and 683.200
- 29 U.S.C 2832 (g)
- California Government Code §§ 1090 and 1091.2

BACKGROUND

WIOA programs must remain accessible to all eligible and suitable individuals, in accordance with Orange County Workforce Development Board (OCWDB) policies and 29 CFR Part 38 (Nondiscrimination and Equal Opportunity provisions). When individuals have close ties to WIOA staff, management, OCWDB members, or other stakeholders of the workforce development system, specific policies must be in place to ensure that eligibility and enrollment decisions are merit-based and not influenced by personal, familial, or political connections, as this may create the appearance of impropriety or non-compliance with state and/or federal law

All WIOA service providers must uphold program integrity and avoid both real and perceived conflicts of interest, as required by 29 U.S.C. 3122(h), the California Ethics law, and other applicable regulations. Local elected officials, Workforce Development Boards (WDB), fiscal agents, and administrative entities must implement effective safeguards and procedures to ensure services are delivered fairly and without bias.

DEFINITIONS

Social/Business Relationship – the applicant's prior and/or present social interactions and/or business dealings with stakeholders of the workforce development system gives a reasonable observer cause to believe that the applicant's access to WIOA program services would be based upon this relationship, as opposed to demonstrated need.

Family member – parents, stepparents, spouse, domestic partner, children, stepchildren, foster children, siblings, grandchildren, grandparents, and any immediate relatives by blood or marriage (i.e., in-laws, cousins, nieces, nephews, aunts, and uncles).

Stakeholders – Individuals who are not family members but have direct or indirect management or responsibility for managing the WIOA workforce system. This includes WIOA executive staff, supervisors, local elected officials, contractors (e.g., adult, dislocated worker, or youth program vendors), WDB and subcommittee members, WIOA employees, and American Job Center (AJCC) partner staff.

POLICY

Board Recusal and Meeting Procedures

OCWDB and committee members shall not participate in any decision, including voting, on matters that would provide direct financial benefit to the member, the entity the member represents, or the member's immediate family. Members must fully recuse by leaving the room during discussion and any vote and will not count toward quorum. The disclosure and recusal shall be recorded in the meeting minutes.

Prohibitions and Procurement Safeguards

No interested party may solicit or accept gratuities, favors, or anything of monetary value from awardees, potential awardees, or other parties to WIOA agreements. The awarding of any contract or subcontract must be through a competitive or standard application process unless the OCWDB determines a sole-source exception. Costs billed must be equal to or less than prices charged to others for comparable services. Lobbying of OCWDB members or County staff regarding approval of contracts or purchase orders is prohibited.

Service providers are expected to uphold the highest standards of professional ethical conduct. Therefore, all staff shall:

- Review this "Conflict of Interest Policy";
- Complete and submit the Conflict of Interest Disclosure Form to Contract Manager to acknowledge they have reviewed the policy and agree to comply with its provisions; and
- Understand that failure to comply with the policy may result in disciplinary action.

Staff and stakeholders must avoid the appearance of impropriety by abstaining from directly assisting or influencing the application process of family members or person whom they have a close relationship with. Such relationships must be disclosed and managed in accordance with this policy.

Mandatory disclosure applies to relationships involving:

- WDB members;
- Local Elected Officials;
- AJCC partner staff, including co-located and non-co-located partners and contractors
- WIOA subrecipients;
- Eligible Training Providers;
- County employees.

Applicants will be asked to disclose any such relationships during the initial intake process using the Conflict of Interest Disclosure Form. Staff are responsible immediately notifying their supervisor of any identified conflict and uploading the signed disclosure form into CalJOBS.

Disclosure Responsibilities

If staff become aware that a family member or close associate is seeking any WIOA services, other than basic career services, or minimally staff assisted basic career services, they must immediately notify their supervisor and submit the Conflict of Interest Disclosure Form as follows:

AJCC staff and WIOA service provider staff: Disclosure must be reported to the Service Provider Program Manager, who will be responsible for submitting the form to the Contract Manager for further review and guidance.

County Staff, OCWDB members, and local elected officials: Disclosures must be submitted directly to the Orange County Workforce Development Board (OCWDB) Director.

OCWDB Director: If the Director has a disclosure to make, they must submit the required information to the designated authority - Orange County Community Services (OCCS) Director.

Once a potential conflict of interest is known, staff must cease all professional interaction with that individual's case file until a determination is issued.

Disclosure Frequency and Change Reporting

Conflict disclosures are required at onboarding, annually thereafter, and within 10 working days of any change that could create a potential, real, or apparent conflict.

Disclosure Review and Determinations

The Contract Manager forwards disclosures to the OCWDB Senior Manager for review and written determination. Determinations may include: no conflict, conditions, or conflict requiring mitigation or recusal. Where a conflict exists, the employee or contractor has 30 days from receipt of the determination to implement corrective action. When appropriate, a written waiver may be issued after review.

Arms-Length Eligibility Determination Protocol

- Eligibility determination must be conducted by a staff member who has no real or apparent conflict of interest with the applicant.
- A Conflict of Interest Provisional Plan Form must be submitted to the OCWDB Senior Manager via the Contract Manager for review and approval prior to enrollment and provision of services.
- Any changes to the service plan require prior approval.
- Under no circumstance may a staff member access the records of an immediate family member, partner or close associate.

If the applicant is already enrolled, their file and a signed Conflict of Interest Disclosure Form must be submitted to the Contract Manager promptly after disclosure of relationship for review and further guidance.

Monitoring and Tracking

Each Service Provider is responsible for maintaining an up-to-date log of all disclosed relationships. In accordance with 2 CFR § 200.112, any potential conflict must be disclosed in writing to the OCWDB immediately upon discovery. The log is available to state or local program monitors/auditors at the commencement of every monitoring visit.

Escalation Process

- If a real or perceived conflict of interest cannot be resolved internally, eligibility determination must be referred to another AJCC.
- If a conflict still cannot be resolved, the eligibility determination will be referred to designated third party reviewer.

ACTION

Bring this policy to the attention of all relevant parties.

INQUIRIES

If you have any questions regarding this policy, please email info@ocworkforcesolutions.com.

ATTACHMENTS

Attachment I: Conflict of Interest Disclosure Form

Attachment II: Conflict of Interest Provisional Plan Form

Conflict of Interest Policy Attachments

Attachment I: Conflict of Interest Disclosure Form

Attachment II: Conflict of Interest Provisional Plan Form



Conflict of Interest Disclosure Form

In accordance with the Orange County Workforce Development Board (OCWDB) Conflict of Interest Policy and federal/state regulations, no staff member or service provider may directly or indirectly serve or influence WIOA-funded services by personal, familial, or political connections. This applies to all programs and administrative functions including eligibility, service delivery, and supervision.

SECTION 1: APPLICABILITY

☐ WIOA Applicant/Participant ☐ Staff Member ☐ Subrecipient/Partner

SECTION 2: RELATIONSHIP DISCLOSURE

Is the family member or person with whom you have a close relationship with:

A city or county official? ☐ Yes ☐ No

Employed by a city and/or County or a WIOA funded entity? ☐ Yes ☐ No

A member of the OCWDB? ☐ Yes ☐ No

If you answered YES to any question above, please provide details below:

Name of Relative/Associate	Organization	Position/Title	Relationship to You

SECTION 3: STAFF ATTESTATION (For Staff/Subrecipients Only) *Complete this section if you are a staff member disclosing a relationship with an applicant/participant.*

I attest that I have read the OCWDB Conflict of Interest Policy. I will not provide, participate in, or supervise services for the individual listed above, nor influence any decisions related to their case. I will maintain an arm's-length relationship and ensure no sensitive participant data is accessed or influenced by me. I understand noncompliance may result in disciplinary action.

Staff Signature: _____ **Date:** _____



SECTION 4: APPLICANT CERTIFICATION (For Participants Only) *Complete this section if you are an applicant/participant.*

I certify that the information provided is true to the best of my knowledge. I have been informed that I am subject to immediate termination from the WIOA Title I funded program if I intentionally supply inaccurate or misleading information.

Applicant Signature: _____ **Date:** _____

SECTION 5: COUNTY OF ORANGE USE ONLY

Determination:

☐ No Conflict Found ☐ Conflict Identified (Provisional Plan Required)

☐ Recusal/Transfer Enacted

Contract Manager: _____ **Signature:** _____ **Date:** _____

Senior Manager: _____ **Signature:** _____ **Date:** _____



Conflict of Interest Provisional Plan			
Date:			
Prepared by (Name & Title)			
Program			
Disclosure of Relationship			
Applicant Name		WIOA Application ID	
Related Staff Member		Relationship	
Related Staff Member Location			
Arms-Length of Eligibility Determination			
Conflict Mitigation in Service Provision			
Oversight and Monitoring Plan			

I attest to adhere to confidentiality policies and agree to maintain an arm's-length relationship in this case, ensuring that personal identifiable information (PII) and any sensitive participant data will not be accessed, disclosed, or influenced by any related party.

 Case Manager

 Applicant Relative/Family Member



This plan is being submitted in writing per policy and is subject to Senior Manager approval. Once approved, it will be placed in the applicant's file. There was no preferential treatment in the evaluation of the application, the same application is used for determining eligibility with all participants.

Print Name of Program Manager

Program Manager Signature and Date

Print Name of Contract Manager

Contract Manager Signature and Date

Print Name of Senior Manager


Senior Manager Signature and Date

On-the-Job Training (OJT) Policy

Redline and Clean Version

Information Notice No. 26-OCWDB-03

Supersedes Information No. 24-OCWDB-08

	<p align="center"><u>Orange County Workforce Development Board</u> <u>Orange County Community Services</u> On-the-Job Training (OJT) Policy</p>	<p>PAGE: 1 OF <u>74</u> Effective: <u>August-January 28, 2026</u></p>
<p>SUBJECT: Information Notice No. <u>264-OCWDB-0803</u> Supersedes Information Notice No. 24-OCWDB-0<u>81, 20-</u> <u>OCWDB-17</u></p>		<p>APPROVED: Nancy Cook, Director of Workforce and Economic Development</p>
<p>PURPOSE This policy provides guidance regarding for the implementation and administration of On-the-Job Training (OJT) opportunities provided to for eligible Adult, Dislocated Worker, Youth, and special programs that receive funding under the Workforce Innovation and Opportunity Act (other participants funded through WIOA) or other specialized programs. This policy outlines requirements for participant and employer eligibility, contract development, training standards, reimbursement, and documentation.</p>		
<p>EFFECTIVE DATE This policy is effective on the date of the issuance.</p>		
<p>REFERENCES</p> <ul style="list-style-type: none"> • <u>WIOA-Workforce Innovation and Opportunity Act of 2014</u> (Public Law 113-128); Sections 3(23)(24) and (44); 129, 134, 181, and (e)(H); 188 (a)(2) and (3); 181 (a)(2)(B) • Title 20 Code of Federal Regulations (CFR) Parts <u>680.200-680.300, 680.700-680.7230, 681.300-681.310, 683.200-683.260</u> • 20 CFR 683.260-683.280 • <u>Fair Labor Standards Act of 1938, 52 Stat. 1060, (29 U.S.C.201 et seq.6(a))</u> • <u>CA Education Code (EDC) 49100 – 49200</u> • <u>CA Labor Code 1286 (c), 1294.1(b), 1299, 1391 – 1392</u> • <u>Training and Employment Guidance Letter (TEGL) 12-09, Joint Guidance for States Seeking to Implement Subsidized Work-Based Training Programs for Unemployed Workers</u> • <u>TEGL 21-16 Third Workforce Innovation and Opportunity Act (WIOA) Title I Youth Formula Program Guidance</u> • <u>TEGL 23-14, WIOA Youth Program Transition</u> • <u>Workforce Services Directive (WSD) 24-14, WIOA Waiver Guidance04</u> • <u>OCWDB Policies: Adult & Dislocated Worker Eligibility, WIOA Youth Program Eligibility, Transitional Jobs, Worksite Monitoring, Equal Opportunity and Nondiscrimination</u> 		
<p>BACKGROUND On-the-Job Training (OJT) is a hire-first training program-model that provides-allows employers the opportunity to train participants on the specific knowledge or-and skills essential to the full and adequate for successful job performance of the job. The Participants begin employment on the first day of training and receive wages and working conditions comparable to similarly situated employees.s their OJT program as an employee of the company that has agreed to provide on-site training and long-term employment upon completion. The rate of pay, fringe benefits, and working conditions offered to the participants are the same as the employer's similarly situated employees in the same positions. OJT opportunities are formed is delivered through a formal contract between the employer and the OJT provider, which includes a structured training plan and a wage reimbursement to offset extraordinary training costs in arrears. The OJT provider, or designee, provides the employer with a partial wage Reimbursement is, typically up to 50 percent of the wages earned but may be increased to a maximum of rate of the participant, for the extraordinary costs of providing the training and supervision related to the training. In limited circumstances, as provided in WIOA sec. 134(c)(3)(h) and § 680.730, the reimbursement may be up to 90 percent of the wage rate of the participant, as eligible when allowable, and justified and a current Waiver of WIOA Section 134(c)(3)(H)(i) is in effect at the end of the raining period.</p>		

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DEFINITIONS

Business Solutions (OCWDB Business Services Unit) – Orange County Workforce Development Board (OCWDB) program unit responsible for facilitating the OJT. Specific activities include but are not limited to employer vetting, worksite approval, compliance, monitoring, and coordination with Service Providers.

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Employer – The approved business or organization providing on-the-job training.

In-Demand Industry/Occupation – An industry sector that has a substantial current, or potential impact, (including through jobs that lead to economic self-sufficiency and opportunities for advancement) on the state, regional, or local economy, and that contributes to the growth or stability of other supporting businesses, or the growth of other industry sectors.

Individual with Barriers to Employment – An individual meeting one or more criteria outlined under WIOA Sec. 3(24). The term "individual with a barrier to employment" means a member of one or more of the following populations:

1. Displaced homemakers.
2. Low income individuals.
3. Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in section 166.
4. Individuals with disabilities, including youth who are individuals with disabilities.
5. Older individuals (55 years or older).
6. Justice involved individuals.
7. Homeless individuals (as defined in Section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), or homeless children and youths (as defined in Section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a (2)).
8. Youth who are in or have aged out of the foster care system.
9. Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers.
10. Eligible migrant and seasonal farmworkers, as defined in section 167(i).
11. Individuals within 2 years of exhausting lifetime eligibility under Part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.).
12. Single parents (including single pregnant women).
13. Long term unemployed individuals.
14. Such other groups as the Governor involved determines.

Occupational Information Network (O*NET) – An online database of standardized and occupation-specific descriptors for occupations in the U.S. economy.

Position – The specific approved occupation/job offered to a program participant which must meet OCWD criteria and align with on-the-job learning objectives.

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Registered Apprenticeship Program – A program meeting Federal and State standards of job preparation that combines paid on-the-job training and related instruction to progressively increase workers' skill levels and wages.

Service Provider – The contracted entity responsible for participant eligibility determination, case management, referrals, monitoring, and recordkeeping.

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Specific Vocational Preparation (SVP) – The amount of time required by a typical worker to learn techniques, acquire the information, and develop the facility needed for average performance in a specific job-worker situation.

Trade Adjustment Assistance (TAA) – A federal program established under the Trade Adjustment Assistance Reauthorization Act of 2015 provides aid to workers who lose their jobs or whose hours of work and wages are reduced as a result of increased imports.

~~*On July 1, 2022, the termination provision under Section 285(a) of the Trade Act of 1974, as amended, took effect. Until further notice, the DOL may not issue any new determinations and may not review any requests for reconsideration. Workers who were certified by a previously certified petition, and petition and separated or threatened with separation from their job on or before June 30, 2022, may still be eligible for individual benefits and services and should contact their nearest America's Job Center of California to speak to a TAA specialist.~~

Worksite Agreement – A formal contract executed among the employer, the Service Provider, OCWDB (designee), Employer of Record, and the Participant outlining responsibilities, schedule, job duties, safety requirements, wages (if applicable), and terms.

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POLICY AND PROCEDURES

~~Before initiating an OJT training begins, an OJT orientation must be completed, and a written OJT contract and OJT Training Plan must be established to outline a structured training for the participant executed. This program will provide the participant with the opportunity to acquire the necessary knowledge and skills to be proficient at their job. The contract must be finalized and signed by all parties involved before the participant may commence the OJT outline employer and participant responsibilities, training duration, skills to be acquired, and reimbursement structure. OJT may be sequenced with other program services, including such as Work Experience, classroom training or work experience, or basic skills training. An OJT Toolkit is available from the Department of Labor at <https://ion.workforceegps.org/resources/2017/12/01/11/19/On-the-Job-Training-Toolkit>. Training duration must align with the participant's skill level, the occupation's requirements, and SVP levels. OCWDB limits OJT duration to 4-26 weeks (160-1,040 hours). Employer must acknowledge understanding that wage reimbursement is made in arrears after completion of OJT Training Plan.~~

Participant Eligibility

~~To be eligible, Participants must: meet program eligibility requirements for the designated~~

- ~~Be currently enrolled in the applicable WIOA program (e.g. WIOA Youth Program). Please see OCWDB Youth Program Participant Eligibility and OCWDB Adult and Dislocated Worker Program Eligibility Policies for program enrollment requirements.~~
- ~~Able and ready to work.~~
- ~~Participant in an approved OJT training plan that includes skills to be learned, duration of training, wages during training, and competencies or performance milestones.~~
- ~~Not be an immediate family of the worksite employer~~
- ~~Be determined suitable to be suitable by the Service Provider~~

~~—Youth under 18 must comply with work permit requirements funding source (i.e., WIOA Adult Dislocated Worker or Youth formula funded programs). In addition, participants must have completed a skills and/or educational functioning level assessment that results in the development of an Individual Employment Plan (IEP)/Individual Service Plan (ISP), which documents and details the participants' interest, aptitude, skills, and ability to meet the specific employer's OJT requirements. Service Providers are to use any of the following assessment tools when completing the assessment: Test of Adult Basic Education (TABE), Comprehensive Adult Student Assessment Systems (CASAS), Basic English Skills Test (BEST), or Massachusetts Adult Proficiency Test (MAPT). ACT WorkKeys will be used for enrollment requirements only and is not intended to measure Educational Functioning Levels (EFL) for performance. Service Providers may use previous basic skills assessment results if conducted within the past six months.~~

- ~~The rate of pay, fringe benefits, and working conditions offered to the participants must be equal to those provided to regular employees who have worked a similar length of time and are doing the same type of work; and subject to the state and/or local minimum wage laws.~~

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Employer Eligibility

~~OJT contracts may be entered into provided to with private-for-profit businesses sector, private non-profit organizations, and public sector employers prior to a participant starting the new job. With successful completion, the employer is expected to retain the participant after the training period for no less than one year. Careful consideration should be given when selecting a participating employer that meet the following requirements:~~

- ~~• Have adequate staff, equipment, and financial capacity to train and retain the participant for at least one year after OJT completion.~~
 - ~~• Business operational and producing revenue for a minimum of twelve months.~~
 - ~~• Have not relocated within 120 days resulting in layoffs, unless an approved waiver exists.~~
 - ~~• Are compliant with federal, state, and local laws, including UI and Workers' Compensation requirements.~~
 - ~~• Not debarred from federal funding.~~
 - ~~• Do not displace current employees, infringe on promotional opportunities, or employ participants in hazardous or discriminatory conditions.~~
 - ~~• Are not involved in labor disputes, recent layoffs without mitigating circumstances, or outstanding unresolved tax liabilities or penalties.~~
 - ~~• Business cannot be in an industry that is prohibited under federal law (e.g. cannabis business, gambling establishment).~~
 - ~~• Have not previously failed to retain OJT participants.~~
 - ~~• OJT positions may not exceed 25% of the employer's full-time employee count. Businesses with fewer than five four employees may be eligible to host one WEX participant for one OJT.~~
 - ~~• No more than 25% of and employer's workforce can be subsidized by WIOA when there are more than four regular employees. Businesses with fewer than four employees may be eligible for one WIOA trainee across all work-based training programs.~~
-
- ~~• No Employer may exceed 15 OJT participant placements per calendar year.~~
 - ~~• Priority of service will be given to veteran owned businesses and businesses that are in priority industries for the local workforce area as defined in the Comprehensive Economic Development Strategy (CEDS) report.~~

~~Meeting minimum requirements does not guarantee employer as an OJT site. Sites will be approved based on strength of application, program need, and the availability of funding.~~

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Occupation/Position Eligibility

~~OJT positions must:~~

~~An OJT contract cannot be established with an employer if, under previous contracts under WIOA or the former Workforce Investment Act of 1994 (WIA), the employer exhibited a pattern of failing to provide participants with continued long term employment as regular employees, including wages, employment benefits (including health benefits), and working conditions equivalent to those offered to other employees working a similar length of time and doing the same type of work.~~

~~An OJT training site may be located out of the OCWDB's service area. If an OJT training site is not in Orange County, but in a bordering workforce development area, the OJT training site needs to be within the commuting distance (approximately 50 miles) so the OJT Provider is able to complete the site monitoring and participant check in.~~

~~Business functions that must be researched and documented before entering into an OJT contract with an employer must include, but are not limited to:~~

- ~~1. Working conditions (safety and health);~~
- ~~2. Availability of employer-provided health benefits;~~
- ~~3. Wage structure;~~

- ~~4. Turnover rates;~~
- ~~5. Adequateness of staff and equipment to carry out the training;~~
- ~~6. Compliance with federal, state, and local laws;~~
- ~~7. The ability for the employer to retain the position after the OJT period, for a duration of no less than one year;~~
- ~~8. Must not be debarred from participating or receiving federal, state, or local funding;~~
- ~~9. Must be registered with the State of California;~~
- ~~10. Must be up to date on Unemployment Insurance (UI) taxes and be in good standing with the State of California.~~

~~The following factors must be considered prior to approving an OJT:~~

- ~~1. The characteristics of the participant(s) with an emphasis on barriers to employment;~~
- ~~2. The quality of employer provided training (e.g., an industry recognized credential, advancement opportunity);~~
- ~~3. The number of participants the employer agrees to hire;~~
- ~~4. The wage and benefit level of the participant (both during and after completion of the OJT);~~
- ~~5. The OJT position is an in-demand occupation as determined by local labor market information;~~
- ~~6. The OJT employer is:~~
 - ~~• In an in-demand industry and determined by local labor market information to support economic self-sufficiency and local living wage; or~~
 - ~~• In a declining industry that has justification which supports reimbursement above 50 percent (e.g., evidence of long term viability of the employer) and demonstrates compelling reasoning for OJT opportunity to support economic self-sufficiency and local cost of living wage.~~

~~Each of the above factors leading to the approval of an OJT must be documented and placed in the case file.~~

Employer Requirements

- ~~1. Must be registered with the Internal Revenue Service (IRS) and have an account with the California State Compensation Insurance Fund for Unemployment Insurance and carry Workers Compensation Insurance. If the OJT training site is in Orange County, they must have operated in Orange County for a minimum of 120 days and be current in unemployment insurance and workers' compensation taxes, penalties, and/or interest or related payment plan.~~
- ~~2. Must be financially solvent to meet the OJT contract obligations through the end of the training and for the participant's 12-month follow-up period and must have an adequate payroll record keeping systems that tracks hours worked, gross pay, deductions, and net pay.~~
- ~~3. Must not have relocated within the last 120 days, where relocation resulted in the loss of employment at a prior location.~~
- ~~4. Must not displace any currently employed worker or alter current workers promotional opportunities; nor have terminated any regular employee or otherwise reduced the workforce in order to hire participants.~~
- ~~5. Must not be involved in a labor dispute or have workers currently in a layoff status or have laid off workers over the past 120 days from the same or any substantially equivalent job. The period of 120 days may be waived if there are mitigating circumstances reviewed and approved by the Orange County Director of Workforce and Economic Development.~~
- ~~6. Must not impair existing contracts for services or pre-established collective bargaining agreements. Additionally, the employer must attest that the OJT contract would not assist, promote, or deter union organizing.~~
- ~~7. Must not allow participants to work on the construction, maintenance or operation of any facility that is used for sectarian activities or as a place of worship.~~
- ~~8. Must not illegally discriminate in training or hiring practices because of age, race, color, sex, national origin, religion, disability, political beliefs or affiliations.~~

- ~~9. Businesses must not have any outstanding tax liability to the state of California for over six months. Businesses must disclose any known outstanding tax liabilities with California and other states prior to entering into the contract. OJT Provider may consider existing out of state violations when determining eligibility to receive OJT funds. OJT Provider must document any resolution of outstanding tax liability, which may include letters from the business or from the State from which the tax liability occurred.~~
- ~~10. Businesses must not have any outstanding civil, criminal, or administrative fines or penalties owed to or pending in the state of California.~~
- ~~11. OJT Provider must not execute OJT contracts with an employer who has previously exhibited a pattern of failing to provide participants with continued long term employment.~~
- ~~12. The employer must comply with all applicable federal, state, and local laws and regulations related to providing reasonable working conditions. OJT participants are not permitted to train or work in buildings or surroundings under working conditions that are unsanitary, hazardous, or dangerous to the participant's health or safety.~~

~~If all required OJT criteria are met, the employer may be eligible to establish an OJT Contract.~~

- ~~• The position must be a full-time permanent position. OJT is not eligible for part-time, seasonal, or temporary roles. Full-time is defined as 40 hours per week, per the California Department of Industrial Relations.~~
- ~~• Pay at least minimum wage plus 15% (e.g. \$17/hr + \$2.55/hr = \$19.55/hr) or local prevailing wages, as applicable.~~
- ~~• Provide pay and benefits equivalent to others in the same job classification.~~
- ~~• Maintain OSHA-compliant workplace conditions.~~
- ~~• Not displace current employees.~~
- ~~• Not conflict with collective-bargaining agreements.~~
- ~~• Not fill positions that have been involved with layoffs within the last two years.~~
- ~~• Be safe and non-hazardous in compliance with child labor laws.~~
- ~~• The position must not require the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship.~~
- ~~• OJT position cannot be used to fill jobs funded by other federally funded programs.~~

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Employer Reimbursement Rates

~~The employer standard reimbursement rate of the regular wages earned for OJT placements is set to 50 percent of the participant's regular wages. In limited circumstances, OCWDB permits the increase of the may authorize higher reimbursement rate for OJT contracts, up to 90 percent, when taking into account the following factors based on participant need, employer size, training quality, and funding availability, up to the following maximums: The characteristics of the participants, taking into consideration whether they are "individuals with barriers to employment," as defined in WIOA sec. 3(24);~~

- ~~• A maximum of 50% – Standard rate percent for standard OJT contracts.~~
- ~~• A maximum of Up to 65% – Mi percent for mid-sized businesses (51-250 employees) that meet the increase reimbursement rate criteria.~~
- ~~• A maximum of Up to 75% – percent for Small businesses (≤up to 50 employees) that meet the increase reimbursement rate criteria.~~
- ~~• Up to 90% – Small businesses (≤50 employees) meeting WSD 24-14 criteria~~

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~~Reimbursement may be issued only for regular hours worked and excludes overtime, holiday pay rates, sick leave, vacation, and other non-regular wages.~~

~~Reimbursement above 50 percent requires written pre-approval from the OCWDB Director. All justification and approvals must be documented and retained.~~

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OJTs have a maximum reimbursement limit of \$20,000 per participant lifetime. If the training duration and reimbursement rate exceed this amount, reimbursement will be capped at the allowable limit. The OCWDB Director may approve reimbursement above the maximum only when the OJT Provider demonstrates an extraordinary need. A maximum of 90 percent for small businesses (up to 50 employees) that meet the reimbursement eligibility criteria set forth by WSD 24-01.

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The size of the employer, with an emphasis on small businesses;
The quality of employer-provided training and advancement opportunities. For example, if the OJT contract is for an in-demand occupation and will lead to an industry-recognized credential; and
Other factors the Governor or OCWDB may determine to be appropriate, which may include the number of employees participating, wage and benefit levels of the employees (both at present and after completion), and relation of the training to the competitiveness of the participant.

OJT Provider must receive prior approval from the Director of Workforce and Economic Development prior to entering into contracts with an employer when increasing the wage reimbursement level above 50 percent. Approval requests must be done formally, in writing, and must include the OJT packet. Further, the OJT Provider must document the factors considered when increasing the wage reimbursement levels above 50 percent. A copy of the approval must be placed in the employer's file and documented in CalJOBS.

The following reimbursement rates are based on the size of the employer and characteristic of the participants, taking into consideration whether they are "individuals with barriers to employment", and/or allowable under Local, State, and Federal regulations:

Registered Apprenticeship Programs

OJT contracts may be in partnership with registered apprenticeship programs and/or participating employers in registered apprenticeship programs for OJT trainings. Apprenticeship OJTs should refer to the apprenticeship policy for specific requirements. Where there are no specific requirements in the apprenticeship policy, the OJT policy will apply.

TAA Coordination with the Trade Adjustment Assistance Program

If an individual participant is eligible, qualifies for training dollars under Trade Adjustment Assistance (TAA) training funds, TAA should must be used to fund the OJT before WIOA funds. An exception would be situations where the cost exceeds the TAA program's ability to fund the training; WIOA funds can pay may cover the portion of the costs that exceeds the above TAA-funded limits maximum, as applicable.

Length of Training

When a position has been approved and a suitable candidate selected, the training duration will be determined to allow sufficient time for the participant to become proficient in the occupation they are placed into. An OJT is not intended for long-term continued training within the occupation and should be limited to the minimum time necessary to perform the job at a level comparable to an employee who would be hired without the need for OJT. OCWDB limits the training duration to no less than one month, 160 hours and no more than one year, 2080 hours.

SVP	Time	OJT Maximum Training Hours	Occupation Skill Level
1	Short term	Not applicable	Unskilled
2	≤ 1 month	160 hours	Unskilled
3	1-3 months	520 hours	Semi-skilled
4	3-6 months	1,040 hours	Semi-skilled
5	6-12 months	2,080 hours	Skilled
6	1-2 years	2,080 hours	Skilled

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<u>7</u>	<u>2-4 years</u>	<u>2,080 hours</u>	<u>Skilled</u>
<u>8</u>	<u>4-10 years</u>	<u>2,080 hours</u>	<u>Highly Skilled</u>
<u>9</u>	<u>10+ years</u>	<u>2,080 hours</u>	<u>Highly Skilled</u>

The SVP level and corresponding training hours are the maximum values and time allowable under the OCWDB OJT program. Final training hours will be set by Business Solutions according to the academic and occupational level of the participant, prior relevant work experience, the participant's IEP/ISP, and budget availability. Training length will be individual per participant and negotiated between the employer, participant, and OJT provider.

SVP training includes training given in any of the following circumstances and these should be considered when determining the OJT training length.

1. Vocational education: high school, commercial or shop training, technical school, art school, and college training organized around a specific vocational objective
2. Apprenticeship training: for apprentice jobs only
3. In-plant training: organized classroom study provided by an employer
4. On-the-job training: serving as learner or trainee on the job under the instruction of a qualified worker
5. Essential experience on other jobs: serving in less responsible jobs or serving in other jobs which qualify

SVP levels are used to provide guidance on the appropriate training length. Occupation SVP codes can be found at www.onetonline.org. SVP, as defined in the U.S. Department of Labor Dictionary of Occupational Titles, is the amount of lapsed time required by a typical worker to learn the techniques, acquire the information, and develop the facility needed for average performance in a specific job-worker situation. SVP may be acquired in a school, work, military, institutional, or vocational environment. It does not include the orientation time required to be a fully qualified worker to become accustomed to the special conditions of any new job.

Participant Referrals

On-the-Job Training is available for all WIOA participants who meet the eligibility criteria listed above. When the Service Provider has identified an eligible and suitable candidate, they must submit the OJT Referral, along with the candidate's resume.

OJT Provider will review all OJT Referrals and if deemed appropriate, will submit the candidate's resume to the employer for consideration. The OJT Provider will schedule an interview between the employer and the participant. If the employer decides to hire the candidate, the OJT Provider will work to determine the length of training, start date, and the reimbursement rate and develop a contract.

Employers may refer individuals to OCWDB Youth, Adult and Dislocated Worker Programs by completing the Candidate Enrollment Referral. Referred individuals must meet the respective eligibility requirements to be enrolled in the OCWDB program. Additionally, there is no guarantee a referred individual will be eligible for any OJT opportunity the employer may have. Employees of employer or those who have received a job offer from employer are not eligible to OJT opportunities with employer.

OJT Business Eligibility/Information

Prior to placement, an employer pre-screening must be conducted by ensuring the employer eligibility and requirements listed in this policy are met. The OJT Eligibility and Business Information must then be completed to ensure that the employer meets the minimum standards and can provide both training and long-term employment to the OJT participant. The OJT Eligibility and Business Information may be completed once, rather than each time an OJT placement is approved.

If a collective bargaining agreement is in place, the On the Job Training Eligibility and Business Information must indicate such. If the worksites Labor Union agreement indicates that approval on training components is needed, then the worksite must agree to provide Labor Union approval before the OJT begins.

The OJT Eligibility and Business Information must be updated:

1. If the business is sold or transferred;

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- ~~2. If other significant changes affecting training, hiring, or job retention occur; and~~
- ~~3. At least once a year from the date of issuance.~~

~~OJT Contract and Training Plan~~

Every OJT ~~opportunity will~~must include an ~~OJT~~ contract with the employer and an OJT Training Plan for the participant. The OJT Contract must ~~include outline the requirements of WIOA rules and regulations; the occupation, skills, and competencies to be learned; and the length of time the training will be provided~~contact information for the OJT Provider, Employer, and Participant, the terms of the OJT, and the Job Description. The terms of the OJT must include, but are not limited to:-

1. Funding Source
2. Contract Number (Provided by County)
3. Job Title
4. O*NET SOC #
5. O*NET Job Zone
6. Hourly Wage/Salary
7. Reimbursement Rate
8. Maximum Reimbursement
9. Start Date
10. Total Training Hours

Before the OJT Contract is finalized, the Training Plan must be created, see Assessments for more details.

Assessments

During OJT, three assessments are required: Initial Assessment, monthly Progress Reports, and Final Assessment, all evaluation core skills, competencies, and training hours.

The Initial Assessment, done at the end of week one, establishes starting capability. Progress Reports track skill development and identified ~~issues~~opportunities, and are shared with Service Providers for additional support. The Final Assessment, completed within one week of the participant's last day, documents ending capabilities and accompanies the final invoice.

If performance or behavior issues arise, a Performance Improvement Plan (PIP) may be initiated after formal discussion and documentation with the participant. The PIP outlines deficiencies, expectations, responsibilities, and a reevaluation timeline, and must be signed by all parties.

Time Records

The employer must have its own payroll system and maintain records of employment and time for a required seven years.

The OJT Training Plan also identifies the skills to be learned during the OJT. Service Providers, in conjunction with OJT Provider, may use the following to determine skills needed and justification of training duration:

1. Occupational Information Network (O*NET);
2. Specific Vocational Preparation (SVP);
3. Company job description;
4. Input from the employer/supervisor; and/or
5. Other appropriate data sources.

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OJT Modifications and Exceptions

There are times when an OJT participant or work conditions may justify a modification to the original OJT Training Plan. Possible modifications to an OJT may include:

4. ~~Extending the agreed upon length of OJT duration if the mandated maximum number of hours are not exceeded;~~

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1. ~~Adjusting the maximum or minimum number of hours/weeks to accommodate a participant's learning or other disability, if mandated maximum number of hours are not exceeded;~~

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2. ~~3. Allowing employer reimbursement for training, even when the participant fails to complete the training, if the participant quit or was fired for just cause; and~~

3. ~~Extending the agreed upon length of OJT duration for OJT participants who are performing satisfactorily, have completed substantial training and will be retained by an employer at the end of the training period, but have not learned all the required OJT related skills.~~

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~~Contract modifications must be in writing, signed and dated by all parties prior to the effective date of the modification by completing the OJT Training Plan Modification outlined on the VI—OJT #—OJT Training Plan Modification. All modifications must be approved by OCWDB Director, and the Modification form must be signed and dated by all parties prior to the effective date.~~ Verbal modifications are not valid.

~~Any exceptions to this policy must be approved by the Director of Workforce and Economic Development and documented in both the participant and employer files. Exceptions may be allowed for:~~

1. ~~Employers new to the County of Orange;~~
2. ~~Employers with workers in lay off status less than 120 days;~~
3. ~~Training plans exceeding the cost or time limits, or other policy statements not contained in the WIOA regulations.~~

~~All exceptions must be documented on the OJT Exception Request before the start date stated in the OJT Training Plan.~~

~~All Modifications and Exceptions must be documented in the participant's case file.~~

Participant Wages, Payments and Benefits Invoicing

~~The County of Orange, Workforce and Economic Development Division (WEDD), and OCWDB are committed to providing WIOA participants work opportunities that lead to self-sufficiency.~~

- ~~**Minimum Wage Compliance:** Employers participating in OJT programs must pay OJT participants at least the applicable federal, state, or local minimum wage, whichever is higher.~~
- ~~**Comparable Wage Rates:** WIOA requires participants to be paid the same wage as other employees performing similar work, with similar skills and experience, within the same organization. This is intended to prevent wage discrimination against OJT participants and ensure fair compensation.~~
- ~~**Progressive Wage Increases:** While WIOA does not mandate a specific wage level, it supports the concept of wage increases as participants gain skills and demonstrate increased productivity. This encourages employers to raise wages over time as the worker becomes more proficient.~~
- ~~**Prohibitions on Displacement:** Employers cannot use OJT participants to replace regular employees or reduce the work hours, wages, or employment benefits of existing employees. This ensures that OJT participants are integrated fairly into the workforce.~~

~~As a hire-first program, OJT participants begin as an employee of the business, with the employer is responsible for payment of wages and benefits to the participant. The Employers must provide participant(s) with continued long term comparable employment for at least one year post-OJT without subsidies. WIOA funds reimburse only regular wages, not holiday, sick, vacation, overtime, or premium pay. Employers must compensate overtime according to state and federal laws. OJT payments cover training costs and lower productivity; documenting these costs is not required. Wages for incumbent employees in OJT are not eligible~~

under WIOA Title I. Payment is released in arrears after training hours are completed and the OJT Reimbursement Invoice, with required documentation, is submitted within 30 days. Documentation includes daily hours, pay rate, maximum reimbursement, paystubs, and timecards. Salaried participants must still track hours. If no standard hourly system exists, a time-tracking procedure must be established before OJT approval. Late submissions may delay reimbursement or wages, benefits and working conditions that are equal to those provided to similarly situated employees.

WIOA funds are not to be utilized for holidays, sick leave, vacation, or overtime hours. OJT reimbursement payments may only be paid for regular wages paid by the employer. Overtime, premium pay, and other non-regular wages will not be reimbursed. This does not exclude a participant from working overtime; however, the reimbursement to the employer must be based on the regular wage rate. Employers will be expected to compensate the participant for such hours, equal to other similarly situated employees and in accordance to state and federal labor laws for any overtime hours worked.

If a participant is completing activities that are beyond the scope of the OJT Training Plan, it is the responsibility of the employer to pay these wages in full.

Wage Rate Calculations:

1. In cases where the OJT is for a salaried position, an hourly rate of pay should be calculated for reimbursement purposes by taking the gross monthly salary, multiplied by 12 then divided by 2080 hours (e.g., $\$2,600 \times 12 = \$31,200 / 2080 = \$15$). Note: With salaried positions, be sure that paid time off (i.e., vacation, sick, holiday, PTO) is accounted for and not reimbursed.
2. In cases where the participant may receive two different rates of pay (e.g., regular rate and shift differential for evening/weekend hours), use the higher wage rate for the total duration to calculate the amount. Extra funds will be de-obligated at the end of the OJT.

Time Records

The employer must have its own payroll system and maintain records of employment and time for a required seven years.

Payments to Employers

Employers may be reimbursed from 50 to 90 percent of the wage rate of an OJT participant based on the Employer Reimbursement Rate section in this policy. OJT payments to employers are deemed to be compensation for the extraordinary costs associated with training participants and potentially lower productivity of the participants while in the OJT. Employers are not required to document such extraordinary costs. The wages of incumbent employees during their participation in the OJT is not allowed as an expense under WIOA Title I. Payment will be released upon completion of the training hours and submission of the OJT Reimbursement Invoice and all required documentation to the OJT Provider.

Determining Training Duration

Training will be limited, based on the period of time required for a participant to become proficient in the job position related to the OJT Training Plan. OCWDB limits the training duration to no less than four (4) weeks and no more than 26 weeks (1,040 hours). Training duration is negotiated with the employer based on the skills that need to be learned to perform the job at a level comparable to an employee who would be hired without the need for OJT. The Bureau of Labor Statistics Occupational Outlook Handbook Occupational Finder at <https://www.bls.gov/ooh/> is a resource for Service Providers/OJT Provider when developing the training plan.

An OJT program is not intended for long-term continued training within the occupation. An OJT contract must be limited to the period of time required for a participant to become proficient in the occupation for which the training is being provided. In determining the appropriate length of the contract, consideration should be given to the skill requirements of the occupation, the Specific Vocational Preparation (SVP) level for the occupation, the academic and occupational skill level of the participant, prior work experience, the participant's IEP/ISP,

and budget. Actual training hours will be negotiated between the employer, participant, and OJT Provider. All determinations must be documented.

SVP levels are used to provide guidance on the appropriate training length. Occupation SVP codes can be found at www.onetonline.org. SVP as defined in the U.S. Department of Labor Dictionary of Occupational Titles, is the amount of lapsed time required by a typical worker to learn techniques, acquire the information, and develop the facility needed for average performance in a specific job worker situation. OCWDB has determined the number of maximum training hours for each SVP level per the chart below:

SVP Level	OCWDB Maximum Training Hours/Weeks
2	160 Hours or 4 Weeks
3	320 Hours or 8 Weeks
4	480 Hours or 12 Weeks
5	640 Hours or 16 Weeks
6	800 Hours or 20 Weeks
7	960 Hours or 24 Weeks
8	1,040 Hours or 26 Weeks

Termination

SVP may be acquired in a school, work, military, institutional, or vocational environment. It does not include the orientation time required of a fully qualified worker to become accustomed to the special conditions of any new job.

OJT may be terminated by the Participant, Employer, or OJT Provider. Ten (10) days' written notice is required, except for immediately terminable offenses, which require immediate notification and a signed separation letter with the participant's final paycheck per CA Labor Laws. Immediate terminable offenses include fraud, drug/alcohol use, property misuse, inappropriate internet access, fighting/abuse, and theft.

The OJT Provider may terminate the contract or withhold reimbursement if the employer fails to provide training, violates contract terms or labor laws, creates a hostile environment, falsifies information, misses deadlines, terminates a participant before week five (outside immediate offenses), or if funding is reduced. Employers who consistently terminate OJT participants within six months may be liable for training costs. Participants terminated through no fault of their own may be eligible for additional OJTs, generally not exceeding a \$20,000 lifetime reimbursement, unless waiver is approved by the OCWDB Director.

Exceptions SVP training includes training given in any of the following circumstances:

Any exceptions to this policy must be approved by the OCWDB Director in writing. OJT Provider must provide a written explanation as to the reason for the exception and the justification. If an exception is not formally approved by the OCWDB Director in writing, it cannot take effect. 1. Vocational education (high school, commercial or shop training, technical school, art school, and that part of college training which is organized around a specific vocational objective);

2. Apprenticeship training (for apprentice jobs only);
3. In plant training (organized classroom study provided by an employer);
4. On the job training (serving as learner or trainee on the job under the instruction of a qualified worker);
- or
5. Essential experience in other jobs (serving in less responsible jobs, which lead to the higher grade job, or serving in other jobs which qualify).

Participant Case File

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All documentation relative to the selection of a candidate for an OJT opportunity, Contract, Training Plan, Progress Reports, and modifications to the Contract or Training Plan should be included in the participant's case file and entered in CalJOBS.

Activity code entered in CalJOBS must be as follows:

- Adult and Dislocated Worker: Activity code 301 (On-the Job Training)
- Youth: Activity code 428 (Youth On-the-Job Training)

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Participant files must be available to federal, state and local monitors for compliance review.

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Employer Files

OJT Provider is required to keep an individual file for each OJT Employer which includes the OJT Eligibility and Business Information verifying employer eligibility. Employer files must be available to federal, state and local monitors for compliance review.

Monitoring

Monitoring at the local, state, and federal levels ~~will include the oversight of the participant training and corresponding employer payroll records.~~ The OJT Provider conducts initial

~~On-site monitoring visits should be conducted by the OJT Provider shortly after the participant begins work, with additional visits reviews scheduled midway monthly and at the end of the OJT Training Plan. Further, the Service Provider's staff should be conducting must check-ins with the participants at least a minimum of once a month, documenting all meetings. All check-ins and on-site monitoring visits should be documented into CalJOBS.~~

Effective monitoring also includes ~~desk-reviewing of correspondence from the employer correspondence, including OJT reimbursement invoices, and supporting required documentation, to support those invoices.~~

Service Provider staff must ~~regularly review each track~~ participant's progress ~~in meeting toward~~ program ~~and service plan~~ objectives, ~~including the participant's skill acquisition, of basic/occupational skills and the adequacy of supportive services, provided as related to the OJT Progress Report addressing and documenting~~ any deviations from the OJT Contract ~~should be dealt with and documented promptly.~~

ACTION

~~Being Distribute~~ this policy to ~~the all attention of all staff, subrecipients, and relevant parties~~ partners responsible for implementing OJT activities and ensure ongoing compliance.

INQUIRIES

If you have any questions regarding this policy, please email info@ocworkforcesolutions.com.

ATTACHMENTS

Attachment I: Trade Adjustment Assistance Funding Transition

Attachment II: ~~OJT Employer Information~~ Business Eligibility Application

Attachment III: OJT Contract Checklist

Attachment IV: OJT Sample Contract

Attachment V: OJT Training Plan

Attachment VI: OJT Training Plan Modification

Attachment VII: OJT Exception Request

Attachment VIII: OJT Sample Employer Invoice Form

Attachment IX: OJT Progress Report

Attachment X: OJT Candidate Enrollment Referral



Orange County Workforce Development Board
On-the-Job Training (OJT) Policy

PAGE: 1 OF 7

Effective:
January 28, 2026

SUBJECT:

Information Notice No. 26-OCWDB-03
Supersedes Information Notice No. 24-OCWDB-08

APPROVED:

Nancy Cook,
Director of Workforce and Economic Development

PURPOSE

This policy provides guidance for the implementation and administration of On-the-Job Training (OJT) opportunities for eligible Adult, Dislocated Worker, Youth, and other participants funded through WIOA or specialized programs. This policy outlines requirements for participant and employer eligibility, contract development, training standards, reimbursement, and documentation.

EFFECTIVE DATE

This policy is effective on the date of the issuance.

REFERENCES

- Workforce Innovation and Opportunity Act of 2014 (Public Law 113-128); Sections 129, 134, 181, and 188
- Title 20 Code of Federal Regulations (CFR) Parts 680.200-680.300, 680.700-680.720, 681.300-681.310, 683.200-683.260
- Fair Labor Standards Act of 1938, 52 Stat. 1060, 29 U.S.C.201 et seq.
- CA Education Code (EDC) 49100 – 49200
- CA Labor Code 1286 (c), 1294.1(b), 1299, 1391 – 1392
- Training and Employment Guidance Letter (TEGL) 12-09, Joint Guidance for States Seeking to Implement Subsidized Work-Based Training Programs for Unemployed Workers
- TEGL 21-16 Third Workforce Innovation and Opportunity Act (WIOA) Title I Youth Formula Program Guidance
- TEGL 23-14, WIOA Youth Program Transition
- Workforce Services Directive (WSD) 24-14, WIOA Waiver Guidance
- OCWDB Policies: Adult & Dislocated Worker Eligibility, WIOA Youth Program Eligibility, Transitional Jobs, Worksite Monitoring, Equal Opportunity and Nondiscrimination

BACKGROUND

On-the-Job Training (OJT) is a hire-first training model that allows employers to train participants on the specific knowledge and skills essential for successful job performance. Participants begin employment on the first day of training and receive wages and working conditions comparable to similarly situated employees. OJT is delivered through a formal contract between the employer and the OJT provider, which includes a structured training plan and a wage reimbursement to offset extraordinary training costs in arrears. Reimbursement is typically 50 percent of wages earned but may be increased to a maximum of 90 percent when allowable, justified and a current Waiver of WIOA Section 134(c)(3)(H)(i) is in effect at the end of the training period.

DEFINITIONS

Business Solutions (OCWDB Business Services Unit) – Orange County Workforce Development Board (OCWDB) program unit responsible for facilitating the OJT. Specific activities include but are not limited to employer vetting, worksite approval, compliance, monitoring, and coordination with Service Providers.

Employer – The approved business or organization providing on-the-job training.

In-Demand Industry/Occupation – An industry sector that has a substantial current, or potential impact, (including jobs that lead to economic self-sufficiency and opportunities for advancement) on the state,

regional, or local economy, and that contributes to the growth or stability of other supporting businesses, or the growth of other industry sectors.

Individual with Barriers to Employment – An individual meeting one or more criteria outlined under WIOA Sec. 3(24).

Occupational Information Network (O*NET) – An online database of standardized and occupation-specific descriptors for occupations in the U.S. economy.

Position – The specific approved occupation/job offered to a program participant which must meet OCWDB criteria and align with on-the-job learning objectives.

Registered Apprenticeship Program – A program meeting Federal and State standards of job preparation that combines paid on-the-job training and related instruction to progressively increase workers' skill levels and wages.

Service Provider – The contracted entity responsible for participant eligibility determination, case management, referrals, monitoring, and recordkeeping.

Specific Vocational Preparation (SVP) – The amount of time required by a typical worker to learn techniques, acquire the information, and develop the facility needed for average performance in a specific job-worker situation.

Trade Adjustment Assistance (TAA) – A federal program established under the Trade Adjustment Assistance Reauthorization Act of 2015 provides aid to workers who lose their jobs or whose hours of work and wages are reduced as a result of increased imports.

On July 1, 2022, the termination provision under Section 285(a) of the Trade Act of 1974, as amended, took effect. Until further notice, the DOL may not issue any new determinations and may not review any requests for reconsideration. Workers who were certified by a previously certified petition and separated or threatened with separation from their job on or before June 30, 2022, may still be eligible for individual benefits and services and should contact their nearest America's Job Center of California to speak to a TAA specialist.

Worksite Agreement – A formal contract executed among the employer, the Service Provider, OCWDB (or designee), Employer of Record, and the Participant outlining responsibilities, schedule, job duties, safety requirements, wages (if applicable), and terms.

POLICY

Before training begins an OJT orientation must be completed, and a written OJT contract and OJT Training Plan must be executed. The contract must outline employer and participant responsibilities, training duration, skills to be acquired, and reimbursement structure. OJT may be sequenced with other services, including classroom training or work experience. Training duration must align with the participant's skill level, the occupation's requirements, and SVP levels. OCWDB limits OJT duration to 4-26 weeks (160-1,040 hours). Employer must acknowledge understanding that wage reimbursement is made in arrears after completion of OJT Training Plan.

Participant Eligibility

Participants must:

- Be currently enrolled in the applicable WIOA program (e.g. WIOA Youth Program). Please see OCWDB Youth Program Participant Eligibility and OCWDB Adult and Dislocated Worker Program Eligibility Policies for program enrollment requirements.
- Able and ready to work.
- Participant in an approved OJT training plan that includes skills to be learned, duration of training, wages during training, and competencies or performance milestones.

- Not an immediate family of the worksite employer
- Be determined to be suitable by the Service Provider
- Youth under 18 must comply with work permit requirements

Employer Eligibility

OJT may be provided to private-sector, non-profit, and public-sector employers that meet the following requirements:

- Have adequate staff, equipment, and financial capacity to train and retain the participant for at least one year after OJT completion.
- Business operational and producing revenue for a minimum of twelve months.
- Have not relocated within 120 days resulting in layoffs, unless an approved waiver exists.
- Are compliant with federal, state, and local laws, including UI and Workers' Compensation requirements.
- Not debarred from federal funding.
- Do not displace current employees, infringe on promotional opportunities, or employ participants in hazardous or discriminatory conditions.
- Are not involved in labor disputes, recent layoffs without mitigating circumstances, or outstanding unresolved tax liabilities or penalties.
- Business cannot be in an industry that is prohibited under federal law (e.g. cannabis business, gambling establishment).
- Have not previously failed to retain OJT participants.
- OJT positions may not exceed 25% of the employer's full-time employee count. Businesses with fewer than four employees may be eligible for one OJT.
- No more than 25% of an employer's workforce can be subsidized by WIOA when there are more than four regular employees. Businesses with fewer than four employees may be eligible for one WIOA trainee across all work-based training programs.
- No Employer may exceed 15 OJT participant placements per calendar year.
- Priority of service will be given to veteran owned businesses and businesses that are in priority industries for the local workforce area as defined in the Comprehensive Economic Development Strategy (CEDS) report.

Meeting minimum requirements does not guarantee employer as an OJT site. Sites will be approved based on strength of application, program need, and the availability of funding.

Occupation/Position Eligibility

OJT positions must:

- The position must be a full-time permanent position. OJT is not eligible for part-time, seasonal, or temporary roles. Full-time is defined as 40 hours per week, per the California Department of Industrial Relations.
- Pay at least minimum wage plus 15% (e.g. \$17/hr + \$2.55/hr = \$19.55/hr) or local prevailing wages, as applicable.
- Provide pay and benefits equivalent to others in the same job classification.
- Maintain OSHA-compliant workplace conditions.
- Not displace current employees.
- Not conflict with collective-bargaining agreements.
- Not fill positions that have been involved with layoffs within the last two years.
- Be safe and non-hazardous in compliance with child labor laws.
- The position must not require the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship.
- OJT position cannot be used to fill jobs funded by other federally funded programs.

Employer Reimbursement Rates

The standard reimbursement rate is 50 percent of the participants' regular wages. OCWDB may authorize higher reimbursement based on participant need, employer size, training quality, and funding availability, up to the following maximums:

- 50% – Standard rate
- Up to 75% – Small businesses (≤50 employees)
- Up to 90% – Small businesses (≤50 employees) meeting WSD 24-14 criteria

Reimbursement may be issued only for regular hours worked and excludes overtime, holiday pay rates, sick leave, vacation, and other non-regular wages.

Reimbursement above 50 percent requires written pre-approval from the OCWDB Director. All justification and approvals must be documented and retained.

OJTs have a maximum reimbursement limit of \$20,000 per participant lifetime. If the training duration and reimbursement rate exceed this amount, reimbursement will be capped at the allowable limit. The OCWDB Director may approve reimbursement above the maximum only when the OJT Provider demonstrates an extraordinary need.

Registered Apprenticeship Programs

OJT contracts may be in partnership with registered apprenticeship programs and/or participating employers in registered apprenticeship programs for OJT trainings. Apprenticeship OJTs should refer to the apprenticeship policy for specific requirements. Where there are no specific requirements in the apprenticeship policy, the OJT policy will apply.

TAA Coordination

If a participant qualifies for Trade Adjustment Assistance (TAA) training funds, TAA must be used before WIOA funds. WIOA may cover costs above TAA-funded limits.

Length of Training

When a position has been approved and a suitable candidate selected, the training duration will be determined to allow sufficient time for the participant to become proficient in the occupation they are placed into. An OJT is not intended for long-term continued training within the occupation and should be limited to the minimum time necessary to perform the job at a level comparable to an employee who would be hired without the need for OJT. OCWDB limits the training duration to no less than one month, 160 hours and no more than one year, 2080 hours.

SVP	Time	OJT Maximum Training Hours	Occupation Skill Level
1	Short term	Not applicable	Unskilled
2	≤ 1 month	160 hours	Unskilled
3	1-3 months	520 hours	Semi-skilled
4	3-6 months	1,040 hours	Semi-skilled
5	6-12 months	2,080 hours	Skilled
6	1-2 years	2,080 hours	Skilled
7	2-4 years	2,080 hours	Skilled
8	4-10 years	2,080 hours	Highly Skilled
9	10+ years	2,080 hours	Highly Skilled

The SVP level and corresponding training hours are the maximum values and time allowable under the OCWDB OJT program. Final training hours will be set by Business Solutions according to the academic and occupational level of the participant, prior relevant work experience, the participant's IEP/ISP, and budget availability. Training length will be individual per participant and negotiated between the employer, participant, and OJT provider.

SVP training includes training given in any of the following circumstances and these should be considered when determining the OJT training length.

1. Vocational education: high school, commercial or shop training, technical school, art school, and college training organized around a specific vocational objective
2. Apprenticeship training: for apprentice jobs only
3. In-plant training: organized classroom study provided by an employer
4. On-the-job training: serving as learner or trainee on the job under the instruction of a qualified worker
5. Essential experience on other jobs: serving in less responsible jobs or serving in other jobs which qualify

SVP levels are used to provide guidance on the appropriate training length. Occupation SVP codes can be found at www.onetonline.org. SVP, as defined in the U.S. Department of Labor Dictionary of Occupational Titles, is the amount of lapsed time required by a typical worker to learn the techniques, acquire the information, and develop the facility needed for average performance in a specific job-worker situation. SVP may be acquired in a school, work, military, institutional, or vocational environment. It does not include the orientation time required to be a fully qualified worker to become accustomed to the special conditions of any new job.

Participant Referrals

On-the-Job Training is available for all WIOA participants who meet the eligibility criteria listed above. When the Service Provider has identified an eligible and suitable candidate, they must submit the OJT Referral, along with the candidate's resume.

OJT Provider will review all OJT Referrals and if deemed appropriate, will submit the candidate's resume to the employer for consideration. The OJT Provider will schedule an interview between the employer and the participant. If the employer decides to hire the candidate, the OJT Provider will work to determine the length of training, start date, and the reimbursement rate and develop a contract.

Employers may refer individuals to OCWDB Youth, Adult and Dislocated Worker Programs by completing the Candidate Enrollment Referral. Referred individuals must meet the respective eligibility requirements to be enrolled in the OCWDB program. Additionally, there is no guarantee a referred individual will be eligible for any OJT opportunity the employer may have. Employees of employer or those who have received a job offer from employer are not eligible to OJT opportunities with employer.

Contract and Training Plan

Every OJT must include a contract with the employer and an OJT Training Plan for the participant. The OJT Contract must outline the contact information for the OJT Provider, Employer, and Participant, the terms of the OJT, and the Job Description. The terms of the OJT must include, but are not limited to:

1. Funding Source
2. Contract Number (Provided by County)
3. Job Title
4. O*NET SOC #
5. O*NET Job Zone
6. Hourly Wage/Salary
7. Reimbursement Rate
8. Maximum Reimbursement
9. Start Date
10. Total Training Hours

Before the OJT Contract is finalized, the Training Plan must be created, see Assessments for more details.

Assessments

During OJT, three assessments are required: Initial Assessment, monthly Progress Reports, and Final Assessment, all evaluation core skills, competencies, and training hours.

The Initial Assessment, done at the end of week one, establishes starting capability. Progress Reports track skill development and identified opportunities, and are shared with Service Providers for additional support. The Final Assessment, completed within one week of the participant's last day, documents ending capabilities and accompanies the final invoice.

If performance or behavior issues arise, a Performance Improvement Plan (PIP) may be initiated after formal discussion and documentation with the participant. The PIP outlines deficiencies, expectations, responsibilities, and a reevaluation timeline, and must be signed by all parties.

Time Records

The employer must have its own payroll system and maintain records of employment and time for a required seven years.

Modifications

There are times when an OJT participant or work conditions may justify a modification to the original OJT Training Plan. Possible modifications to an OJT may include:

1. Extending the agreed upon length of OJT duration if the mandated maximum number of hours are not exceeded;
2. Adjusting the maximum or minimum number of hours/weeks to accommodate a participant's learning or other disability, if mandated maximum number of hours are not exceeded;
3. Extending the agreed upon length of OJT duration for OJT participants who are performing satisfactorily, have completed substantial training and will be retained by an employer at the end of the training period, but have not learned all the required OJT related skills.

Contract modifications must be outlined on the OJT Training Plan Modification. All modifications must be approved by OCWDB Director, and the Modification form must be signed and dated by all parties prior to the effective date. Verbal modifications are not valid.

Invoicing

As a hire-first program, OJT participants are employees of the business, with the employer responsible for wages and benefits. Employers must provide comparable employment for at least one year post-OJT without subsidies. WIOA funds reimburse only regular wages, not holiday, sick, vacation, overtime, or premium pay. Employers must compensate overtime according to state and federal laws. OJT payments cover training costs and lower productivity; documenting these costs is not required. Wages for incumbent employees in OJT are not eligible under WIOA Title I. Payment is released in arrears after training hours are completed and the OJT Reimbursement Invoice, with required documentation, is submitted within 30 days. Documentation includes daily hours, pay rate, maximum reimbursement, paystubs, and timecards. Salaried participants must still track hours. If no standard hourly system exists, a time-tracking procedure must be established before OJT approval. Late submissions may delay reimbursement.

Termination

OJT may be terminated by the Participant, Employer, or OJT Provider. Ten (10) days' written notice is required, except for immediately terminable offenses, which require immediate notification and a signed separation letter with the participant's final paycheck per CA Labor Laws. Immediate terminable offenses include fraud, drug/alcohol use, property misuse, inappropriate internet access, fighting/abuse, and theft.

The OJT Provider may terminate the contract or withhold reimbursement if the employer fails to provide training, violates contract terms or labor laws, creates a hostile environment, falsifies information, misses deadlines, terminates a participant before week five (outside immediate offenses), or if funding is reduced. Employers who consistently terminate OJT participants within six months may be liable for training costs. Participants terminated through no fault of their own may be eligible for additional OJTs, generally not exceeding a \$20,000 lifetime reimbursement, unless waiver is approved by the OCWDB Director.

Exceptions

Any exceptions to this policy must be approved by the OCWDB Director in writing. OJT Provider must provide a written explanation as to the reason for the exception and the justification. If an exception is not formally approved by the OCWDB Director in writing, it cannot take effect.

Participant Case File

All documentation relative to the selection of a candidate for an OJT opportunity, Contract, Training Plan, Progress Reports, and modifications to the Contract or Training Plan should be included in the participant's case file and entered in CalJOBS.

Activity code entered in CalJOBS must be as follows:

- Adult and Dislocated Worker: Activity code 301 (On-the Job Training)
- Youth: Activity code 428 (Youth On-the-Job Training)

Participant files must be available to federal, state and local monitors for compliance review.

Employer Files

OJT Provider is required to keep an individual file for each OJT Employer which includes the OJT Eligibility and Business Information verifying employer eligibility. Employer files must be available to federal, state and local monitors for compliance review.

Monitoring

Monitoring at the local, state, and federal levels includes oversight of the participant training and employer payroll records. The OJT Provider conducts initial monitoring shortly after the participant begins work, with additional reviews monthly and at the end of the Training Plan. Service Providers must check in with the participants at least once a month, documenting all meetings in CalJOBS.

Effective monitoring also includes reviewing employer correspondence, reimbursement invoices, and supporting documentation. Service Provider staff must track participant progress toward program objectives, skill acquisition, and adequacy of supportive services, addressing and documenting any deviations from the OJT Contract promptly.

ACTION

Distribute this policy to all staff, subrecipients, and partners responsible for implementing OJT activities and ensure ongoing compliance.

INQUIRIES

If you have any questions regarding this policy, please email info@ocworkforcesolutions.com.

ATTACHMENTS

Attachment I: Trade Adjustment Assistance Funding Transition
 Attachment II: Business Eligibility Application
 Attachment III: OJT Contract Checklist
 Attachment IV: OJT Sample Contract
 Attachment V: OJT Training Plan
 Attachment VI: OJT Training Plan Modification
 Attachment VII: OJT Exception Request
 Attachment VIII: OJT Sample Employer Invoice Form
 Attachment IX: OJT Progress Report
 Attachment X: OJT Candidate Enrollment Referral

On-the-Job Training (OJT) Policy Attachments

Attachment I: Trade Adjustment Assistance Funding Transition

Attachment II: Business Eligibility Application

Attachment III: OJT Contract Checklist

Attachment IV: OJT Sample Contract

Attachment V: OJT Training Plan

Attachment VI: OJT Training Plan Modification

Attachment VII: OJT Exception Request

Attachment VIII: OJT Sample Employer Invoice Form

Attachment IX: OJT Progress Report

Attachment X: OJT Candidate Enrollment Referral



Overseeing job seekers, youth and business programs and services.



Trade Adjustment Assistance Funding Transition

Employer Name	Employer Address
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While receiving On-the-Job Training (OJT) funded by the Workforce Innovation and Opportunity Act (WIOA), the following trainee(s) were determined eligible for another program: Trade Adjustment Assistance (TAA). This form serves as notification that the trainee(s) listed below will be transitioned to TAA and that all allowable training costs will be reimbursed by TAA for the remainder of the OJT period. No OJT costs incurred on or after the effective date(s) listed below shall be invoiced to, nor reimbursed by, the WIOA program.

Transition Details

The following trainee(s) receiving OJT from the employer organization listed above will be transitioned to TAA-funded OJT services as of the effective date(s) listed below.

Trainee Name	OJT Begin Date	OJT End Date	Effective Date of Transition to TAA

If additional trainees are being transitioned to TAA, attach sheet listing the above data and check here: ☐

Trade OJT Invoicing Instructions

Allowable training costs incurred for the above-listed trainee(s) on or after each trainee's Effective Date shall be reimbursed by the Trade program according to Trade Adjustment Assistance invoicing instructions, program policies, and regulations.

Disputes

Any disputes that involve situations occurring prior to the effective date of this transition, or that are related to the WIOA program, shall be addressed using the Orange County procedure. These procedures are contained in the OJT Requirements document supplied with the OJT Agreement and signed by the employer. Disputes related to the Trade program or occurring after the effective date of transition to Trade shall be referred to the California State Trade program for resolution. The provisions related to disputes in the OJT Requirements document are hereby amended as described in this paragraph.

Acknowledged and agreed to by signing below:

Trade Staff	Date	Trade Central Office staff	Date
Print Name and Title		Print Name and Title	
Employer		Local Workforce Development Area	
Authorized Signature	Date	Authorized Signature	Date
Print Name and Title		Print Name and Title	



OC Community Services

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CALIFORNIA

OC WORKFORCE SOLUTIONS BUSINESS ELIGIBILITY APPLICATION

Work Experience

On-the-Job Training

Apprenticeship

SECTION 1: BUSINESS INFORMATION

Legal Business Name:

Alternative Business Name(s), including DBA's:

Business Address:

City:

State:

Zip:

Business Contact Person:

Title:

Email:

Phone:

Business FEIN:

Business SEIN

Business DUNS No:

No. of Employees at OJT Location

How long has your business served the Orange County area?

Type of Business: Private Non-Profit Government Other

Business Sector: Healthcare Information Technology

Manufacturing Hospitality Other:

Complete this section only for On-the-Job Training or Apprenticeship

Name of Workers Compensation Insurance

Carrier Number:

Will OJT Participants be covered?

Yes

No

Does the payroll system record all paychecks and amounts?

Yes

No

Who will receive the OJT payments?

Name/Title:

Address:

SECTION 2: BUSINESS REVIEW

Are employees part of a union or bargaining collective?

Yes

No

If "yes", provide the following information:

Union Name:

Union Representative/Title:

Email:

Phone:

Has the business relocated within the last 6 months?

Yes

No

Has the business had any layoffs in the last year?

Yes

No

How many employees, if any, are currently in layoff?

Are there any outstanding wage/hour, health/safety, or discrimination complaints or adverse decisions against your company?

Yes

No

Does the business have all necessary licenses/approvals to conduct business in California?

Yes

No

Detail your current training plan for new employees.



OC Community Services

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CALIFORNIA**SECTION 3: SIGNATURE**

I understand that my application will be denied for any of the following reasons:

- Any of the above information is found to be false
- The business is not in good standing with the Franchise Tax Board
- The business has been disbarred or found ineligible to participate in transactions by USDOL or the State of California
- The business has more than one unfair labor practice contempt of court findings in the most recent list established by the National Labor Relations Board
- It is determined that the business does not have sufficient equipment, materials, or supervisory time/expertise to provide the necessary training

I hereby certify that the above information is, to the best of my knowledge, correct.

Employer Signature:	Date:
Employer Name:	Title:

SECTION 4: OCWDB USE ONLY

Certificate of Good Standing from the CA Franchise Tax Board
 National Labor Relations Board confirmation
 SAM.gov active registration
 Econovue Financial Stress Indicator

The business is	Approved	Denied for	WEX	OJT	Apprenticeship
BSU Hiring Initiatives Manager:					Date:
BSU Program Manager:					Date:
Director Signature:					Date:



ON-THE-JOB TRAINING (OJT) CONTRACT CHECKLIST

OJT CONTRACT CHECKLIST		
Does the OJT Contract include the following, check “Yes” or “No”		
Name, address, and telephone number of the business/employer	Yes	No
Name of the contract administrator for the employer	Yes	No
Number of participants to be trained, specifying for each participant or position	Yes	No
Number of hours of training	Yes	No
Wage rate (including scheduled adjustments)	Yes	No
Reimbursement rate	Yes	No
Job description for each training occupation	Yes	No
Training plan for each slot or category indicating the occupational skills and knowledge to be learned in an orderly progression of training sequences	Yes	No
A description of any additional services to be provided beyond training	Yes	No
Total maximum dollar amount of the agreement	Yes	No
Beginning and ending dates of agreement	Yes	No
Personnel responsible for supervision of the training	Yes	No
Terms of agreement for job retention	Yes	No
Record-keeping requirements, including participant time and attendance documentation and payroll records	Yes	No
Invoicing/payment procedures, including frequency of billing and required supporting documentation	Yes	No
Workers compensation, or if not applicable, alternative insurance for injuries to participants	Yes	No
Assurances of no displacement of currently employed workers or infringement on promotional opportunities	Yes	No
Signatures of authorizing official from employer/business and local board or entity, agreements and must be on record as the signatory official	Yes	No
General provisions and assurances	Yes	No



ON-THE-JOB TRAINING (OJT) CONTRACT

OJT CONTRACT INFORMATION

OJT Contract No.	New Contract	Modification
Funding Source	Adult	DW OSY

SECTION 1: CONTACT INFORMATION

Complete the contact information for the OJT Provider and the Employer

OJT Provider Name:		
OJT Provider Contact Person:	Title:	
Phone Number:	Email:	
OJT Provider Address:		
City:	State:	Zip:
Employer Name:		
Employer Address:		
City:	State:	Zip:
Employer Contact Person:	Title:	
Phone Number:	Email:	
Business FEIN:	Business SEIN:	
Business EDD UI No.:	Business DUNS No.:	
Business NAICS Code:		
Contact Person Responsible for OJT Training:	Title:	
Phone Number:	Email:	

SECTION 2: PARTICIPANT INFORMATION		
Complete the contact information for the participant and OJT reimbursement rates.		
Participant Name:		CalJOBS State ID:
Phone Number:		Email:
Job Title:	O*NET SOC #	O*NET Job Zone:
Hourly Wage Rate: \$	Reimbursement Rate: %	Maximum Reimbursement: \$
Job Description:		
The Contract commences on _____ until _____ training hours are met, but not to exceed _____ months (_____ calendar days).		

*Include additional participant information charts if training more than one participant.

SECTION 3: ON THE JOB TRAINING (OJT) CONTRACT

This On-the-Job Training (OJT) Contract is between _____, herein after called Employer and the _____, herein after called the OJT Provider. Both parties agree to the terms and conditions set forth within this contract. The contract term commences on _____ until _____ training hours are met, but not to exceed _____ months (_____ calendar days).

SECTION 4: GENERAL TERMS AND CONDITIONS

CONTRACT PURPOSE

The purpose of this contract is to establish the general terms and conditions under which the _____ may refer individual WIOA participants ("the participant") to the Employer to enable the Workforce Innovation and Opportunity Act (WIOA) participants to take part in an OJT as that term is defined under the Workforce Innovation and Opportunity Act.

OJT DEFINITION

In accordance with WIOA sec. 3 (44), the term “on-the-job training” means training by an employer that is provided to a paid participant while engaged in productive work. This training will:

- a. Provide knowledge or skills essential to the full and adequate performance of the job;
- b. Qualify for reimbursement to the employer of up to 50 percent (Note: in some circumstances, depending on the size of the employer, the reimbursement rate may go up to 75 percent) of the wage rate of the participant, for the extraordinary costs of providing the training and additional supervision related to the training; and
- c. Limit the OJT contract period of time for a participant to become proficient in the occupation for which the training is being provided. In determining the length of the training, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, the prior work experience of the participant, and the individual employment plan, as appropriate.

TRAINING

Employer agrees to employ the participant and develop a training plan for the OJT participant that includes competencies needed to be satisfactorily skilled in the OJT position. The Training Plan must be attached with the contract.

FISCAL

1. OJT Provider shall reimburse Employer at the conclusion of the training period in an amount not to exceed total reimbursement for extraordinary costs of training to be provided by the Employer to the participant.
2. Employer agrees to maintain adequate time and attendance, payroll, and other records to support amounts reimbursed under the OJT contract.
3. Employer agrees that records which are directly related to the OJT contract are subject to review, monitoring, and audit by the OJT Provider, the State and/or the federal government, at any time and without prior notice to the employer.
4. Employer shall provide adequate insurance coverage to protect against legal liability arising out of OJT activity.
5. Employer shall preserve all OJT Employee payroll records, fringe benefits and personnel.

EMPLOYER ASSURANCES

1. Employer shall provide worker's compensation coverage for the OJT.
2. If the OJT is provided to an Employer's current employee, the Employer verifies that the OJT will relate to the introduction of new technologies, introduction to new production or service procedures, or is an upgrade to a new job that requires additional skills, and that the OJT position will provide the OJT participant with additional wages, hours, or benefits.
3. Employer certifies that the company is financially solvent on the date of this contract,

and projects that they will remain financially able to meet contract obligations at the end of the training period, including OJT participant's retention.

4. Employer agrees that wage and labor standards will be adhered to and to pay the OJT participant at the same rate, including increases, and benefits as participants or employees who are situated in similar jobs. Such rates shall be in accordance with applicable law, but in no event less than the higher rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 or the applicable state or local minimum wage law, WIOA sec. 181(a)(1)(A).
5. Conditions of employment and training will be in full accordance with all applicable federal, state, and local laws and ordinances (including but not limited to anti-discrimination, labor and employment laws, environmental laws or health and safety laws).
6. Employer certifies that the OJT will not impair existing agreements for services or collective bargaining agreements and that either it has the concurrence of the appropriate labor organization as to the design and conduct of an OJT, or it has no collective bargaining agreement with a labor organization that covers the OJT position, 20 CFR 683.270.
7. Employer assures that they have not been debarred or suspended in regard to federal funding, 29 CFR Part 97.35.
8. Employer further assures that OJT funds will not be used to assist, promote or deter union organizing, WIOA sec. 181(b)(7).
9. Employer certifies that no member of the OJT participant's immediate family is engaged in an administrative capacity for the Employer or will directly supervise the OJT participant. For the contract, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters or person bearing the same relationship to the OJT participant's spouse, 20 CFR 683.200.
10. Employer assures that the OJT participant(s) will not be employed to carry out the construction, operation or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship, 29 CFR 683.255.
11. Employer assures that the OJT participant has not been hired into or will remain working in any position when any other person is on layoff from the same or a substantially equivalent job within the same organizational unit or has been bumped and has recall rights to the position, nor if the OJT is created in a promotional line that infringes on opportunities of current employees, 20 CFR 683.270.
12. Employer assures that if the OJT participant successfully completes the OJT, the employer will retain the participant in the same or similar employment.

EMPLOYER: By signing this contract, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the dates and hours are reimbursable hours as outlined in the contract and are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31 Sections 3729-3730 and 3801-3812).

SECTION 5: AUTHORIZED SIGNATURE

Participant Signature:	Date:
Type/Print Name:	Title:

OJT Provider Signature:	Date:
Type/Print Name:	Title:

Service Provider Signature:	Date:
Type/Print Name:	Title:

Employer Signature:	Date:
Type/Print Name:	Title:



ON THE JOB TRAINING (OJT) TRAINING PLAN

OJT CONTRACT INFORMATION

OJT Provider:	OJT Contract No:
Training Plan No:	

SECTION 1: CONTACT AND OJT INFORMATION

Complete the contact information for the Employer and the Participant

Employer Name:		
Employer Contact Person:	Title:	
Phone Number:	Email:	
Participant Name:		
Phone Number:	Email:	
Hourly Wage Rate: \$	Reimbursement Rate: %	Maximum Reimbursement: \$
The Contract commences on _____ until _____ training hours are met, but not to exceed _____ months (_____ calendar days)		

SECTION 2: OCCUPATIONAL AND TRAINING INFORMATION

Complete the training outline and estimated time for each skill.

Job Title:	O*NET SOC #	Hours/Week:
Job Description:		

Skills to be Learned	Estimated Training Hours	Starting Capability
1.		Not Skilled
		Some Skill
		Skilled
2.		Not Skilled
		Some Skill
		Skilled
3.		Not Skilled
		Some Skill
		Skilled
4.		Not Skilled
		Some Skill
		Skilled
5.		Not Skilled
		Some Skill
		Skilled
6.		Not Skilled
		Some Skill
		Skilled
7.		Not Skilled
		Some Skill
		Skilled
8.		Not Skilled
		Some Skill
		Skilled
9.		Not Skilled
		Some Skill
		Skilled
10.		Not Skilled
		Some Skill
		Skilled
11.		Not Skilled
		Some Skill
		Skilled
List supplies and tools needed for OJT Training		

SECTION 3: AUTHORIZED SIGNATURE

All parties agree to provide or obtain training for the skills outlined in this Training Plan.

Participant Signature:	Date:
Type/Print Name:	Title:

OJT Provider Signature:	Date:
Type/Print Name:	Title:

Service Provider Signature:	Date:
Type/Print Name:	Title:

Employer Signature:	Date:
Type/Print Name:	Title:

TRAINING PLAN INFORMATION AND INSTRUCTIONS

Training Plans are used to outline the specific skill requirements for on-the-job training (OJT). They are also used as the assessment tool to document the skills the participant lacks at the start of the training and to measure skill attainment during the training.

Job Description:

A job description may be obtained from the employer, or the OJT provider may assist the employer in writing a job description, thus providing a “value-added” for the employer. For assistance in writing a job description utilize the tasks and activities provided at the CareerOneStop Job Description Writer (<http://www.careerinfonet.org/jobwriter/>). Modify job descriptions to be specific to employer’s needs for the occupation.

Skill Requirements:

List the skills needed to perform the job to the standards specified by the Employer. Record skills as specifically and briefly as possible. For assistance in writing skill requirements utilize the tasks and activities provided at O*NET OnLine (<http://online.onetcenter.org>). Modify the skills to be specific to employer’s needs for the occupation (type of tools or software used).

Participant’s Starting Capability:

The participant skills starting capability will be determined by a skill evaluation assessment conducted by the supervisor near the beginning of the training period to document participant’s skill level and areas of growth opportunities which will be addressed by the training. The skills gap can be addressed in the list of “Skills To Be Learned”. The “Starting” and “Ending Capability” scores are based upon an interview with the participant’s supervisor or by utilizing another skill assessment method used by the employer.

Participant’s Ending Capability:

The participant skills ending capability will be determined by a skill evaluation assessment that will be completed at the conclusion of the OJT in the final OJT Progress Report (Attachment VII).

Training Length:

- a) The OJT Provider, working with the employer, determines the job title for the position to be trained for, referencing O*NET OnLine (<http://online.onetcenter.org>).
- b) From O*NET OnLine, Job Zone/SVP parameters are obtained. Use these parameters as a beginning guide to determine the length of training.
- c) The OJT Provider considers the participant’s past work experience, knowledge, and skills gap to assist in determining the length of training.
- d) An OJT contract must be limited to the period of time required for a participant to become proficient in the occupation for which the training is being provided. In determining the appropriate length of the contract, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's individual employment plan. (WIOA sec. 3 (44)(C)).

- e) It may be necessary to deviate from the training schedule, depending on the participant's ability to gain and retain knowledge of the various tasks within the occupation. If there is disruption of the planned training period through no fault of the participant or the employer, provide modifications in writing with the Training Plan Modification Template.



Overseeing job seekers, youth and business programs and services.



ON THE JOB TRAINING (OJT) TRAINING PLAN MODIFICATION

OJT CONTRACT INFORMATION

OJT Provider:	OJT Contract No:
Training Plan No:	Modification No:

SECTION 1: CONTACT AND OJT INFORMATION

Complete the contact information for the Employer and the Participant

Employer Name:		
Employer Contact Person:	Title:	
Phone Number:	Email:	
Participant Name:		
Phone Number:	Email:	
Hourly Wage Rate: \$	Reimbursement Rate: %	Maximum Reimbursement: \$

SECTION 2: MODIFICATION DESCRIPTION

Complete this section with specific details that modify changes to the contract.

SECTION 3: AUTHORIZED SIGNATURE

I hereby agree to the changes set forth in this modification. All other training plans remain in full force and effect.

Participant Signature:	Date:
Type/Print Name:	Title:

OJT Provider Signature:	Date:
Type/Print Name:	Title:

Service Provider Signature:	Date:
Type/Print Name:	Title:

Employer Signature:	Date:
Type/Print Name:	Title:



ON THE JOB TRAINING (OJT) EXCEPTION REQUEST

SECTION 1: EXCEPTION REQUEST INFORMATION

Employer Name:

Employee/Participant Name:

Title:

O*NET Code:

Date Determined Eligible:

Date Hired:

Hourly Wage Rate:
\$

Hours Per Week:

Maximum Obligation:
\$

Training Period:

Start Date:

End Date:

Training Payment:
\$

Retention Payment:
\$

Participant is a:

New Hire

Current Employee

SECTION 2: TRAINING PLAN EXCEPTIONS

Reason:

Justification:

SECTION 3: AUTHORIZED SIGNATURE

Participant Signature:	Date:
Type/Print Name:	Title:

OJT Provider Signature:	Date:
Type/Print Name:	Title:

Service Provider Signature:	Date:
Type/Print Name:	Title:

Employer Signature:	Date:
Type/Print Name:	Title:

ON-THE-JOB TRAINING (OJT) COST-REIMBURSEMENT INVOICE

Bill To:

County of Orange
OC Community Resources
601 North Ross Street, 6th Floor
Santa Ana, CA 92701

INVOICE

Contract / MA Number:	
DO Number:	
Date:	
Invoice Period:	

Remit Payment To:

Contact Name and Title:	
Email:	
Phone:	

REPORTING PERIOD			HOURLY RATE	REIMBURSABLE HOURS WORKED	HOURLY RATE OF REIMBURSEMENT	AMOUNT
No.	Begin Date	End Date				
1			\$ -	0.00	\$ -	\$ -
2			\$ -	0.00	\$ -	\$ -
3			\$ -	0.00	\$ -	\$ -
4			\$ -	0.00	\$ -	\$ -
						\$ -
			TOTAL	0.00		\$ -

ATTACH THE FOLLOWING:

- ✓ COMPLETE ATTACHED REIMBURSEMENT WORKSHEET
- ✓ ATTACH COPY OF COMPLETED TRAINING PLAN
- ✓ ATTACH COPY OF SIGNED PAYROLL DOCUMENTATION FOR TRAINEE'S WAGES & FRINGE BENEFITS

I certify that the information in this statement is correct to the best of my knowledge and the expenditures reflected herein are made in accordance with conditions of the contract and that WIOA funds are not duplicating payments for the same services, training or subsistence costs already paid for through Educational Assistance Grants and/or loans. I also certify that all required payroll tax and income tax monies have been withheld from wages of persons employed by this organization to this date and that such funds have been held in a reserve fund or transmitted to local, state or federal officials as required by law.

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)

--

OJT Employer - Authorized Signature & Date

--

Name and Title

OCCS-WEDD PROGRAM USE ONLY

Are all costs reported reasonable, necessary, and allowable based on established local policies?		Request Outcome	Comments
<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Approved <input type="checkbox"/> Denied	
Printed Name of Grant/Programs Administrator	Signature of Grant/Programs Administrator	Date	
Elyzabeth Hoy/Francis Barton			
Printed Name of OCCS-WEDD Executive Director	Signature of OCCS-WEDD Executive Director	Date	
Nancy Cook			

FISCAL USE ONLY

Fund	Dept	Budget Control	Unit	Obj Rev BSA	SubObj SubRev SubBSA	DeptObj DeptRev DeptBSA	Job No.	Amount
							Total:	
Printed Name of Accounting Staff				Signature of Accounting Staff			Date	Check Number



ON THE JOB TRAINING (OJT) PROGRESS REPORT

OJT CONTRACT INFORMATION	
OJT Contract No:	Training Plan No.
Report for the Period Ending:	

SECTION 1: EMPLOYER CONTACT INFORMATION	
Complete the contact information for the Employer	
Employer Name:	
Employer Contact Person:	Title:
Phone Number:	Email:
Employer Address:	

SECTION 2: PARTICIPANT INFORMATION		
Complete the contact information for the participant and OJT reimbursement rates.		
Participant Name:	CalJOBS State ID:	
Phone Number:	Email:	
Job Title:	O*NET SOC #	Hours/Week:
Hourly Wage Rate: \$	Reimbursement Rate: %	Maximum Reimbursement: \$
The Contract commences on _____ until _____ training hours are met, but not to exceed _____ months (_____ calendar days).		

Complete the following section if raises are awarded during training.

Revised Hourly Wage Rate: \$	Revised Reimbursement Rate: %	Revised Maximum Reimbursement: \$
---------------------------------	----------------------------------	--------------------------------------

Note: Revised reimbursement due to a raise will need to be approved by the OCWDB Director.

SECTION 3: OJT PARTICIPANT PROGRESS REPORT

Complete a monthly evaluation of the participant. Be as accurate as possible for how the participant is progressing through his/her OJT Training Plan. Check the appropriate rating box for each item.

COMPETENCY	RATING				
1. ABILITY TO LEARN	POOR	MARGINAL	GOOD	VERY GOOD	EXCELLENT
2. ATTITUDE	POOR	MARGINAL	GOOD	VERY GOOD	EXCELLENT
3. CONDUCT	POOR	MARGINAL	GOOD	VERY GOOD	EXCELLENT
4. MOTIVATION/INITIATIVE	POOR	MARGINAL	GOOD	VERY GOOD	EXCELLENT
5. QUALITY AND ACCURACY OF WORK	POOR	MARGINAL	GOOD	VERY GOOD	EXCELLENT
6. QUANTITY OF WORK	POOR	MARGINAL	GOOD	VERY GOOD	EXCELLENT
7. SAFETY PRACTICES	POOR	MARGINAL	GOOD	VERY GOOD	EXCELLENT
8. APPEARANCE/HYGIENE	POOR	MARGINAL	GOOD	VERY GOOD	EXCELLENT
9. OVERALL RATING	POOR	MARGINAL	GOOD	VERY GOOD	EXCELLENT

COMMENT SECTION

Detail the participant's performance for this training period. Explain any concerns the program should be aware of.

Are there additional services the workforce system can help with?
Please list.

SECTION 4: PARTICIPANT SKILLS EVALUATION

Complete and evaluate what was learned during this report period. The “skills to be learned” can be taken directly from the training plan. It is recommended that these skills be measurable and documented in accordance with the five types of Measurable Skills Gains as defined in 20 CFR Sec. 677.155(a)(1)(v) and TEGL 10-16, Change 1.

SKILLS LEARNED	NO. OF TRAINING HOURS COMPLETED DURING THIS TRAINING PERIOD	CURRENT CAPABILITY
1.		
DOCUMENTED MEASURABLE SKILL GAIN:		
2.		
DOCUMENTED MEASURABLE SKILL GAIN:		
3.		
DOCUMENTED MEASURABLE SKILL GAIN:		
4.		
DOCUMENTED MEASURABLE SKILL GAIN:		
5.		
DOCUMENTED MEASURABLE SKILL GAIN:		
6.		
DOCUMENTED MEASURABLE SKILL GAIN:		
7.		
DOCUMENTED MEASURABLE SKILL GAIN:		
8.		
DOCUMENTED MEASURABLE SKILL GAIN:		
9.		
DOCUMENTED MEASURABLE SKILL GAIN:		
10.		
DOCUMENTED MEASURABLE SKILL GAIN:		

SECTION 5: AUTHORIZED SIGNATURE	
Participant Signature:	Date:
Type/Print Name:	Title:

OJT Provider Signature:	Date:
Type/Print Name:	Title:

Service Provider Signature:	Date:
Type/Print Name:	Title:

Employer Signature:	Date:
Type/Print Name:	Title:



OC Community Services



WORKFORCE
SOLUTIONS

americanjobcenter

ON-THE-JOB TRAINING CANDIDATE REFERRAL

Basic Information

Participant Name

State ID

OJT Position

Case Manager

What program is the participant enrolled in?

Adult

Dislocated Worker

Youth (OS)

Special Programs

Which of the following has the participant completed:

Objective Assessment

IEP/ISP

Basic Skills Assessment (TABE, CASAS, etc.)

Financial Literacy

Does the participant understand this is a full-time permanent job that will result in a program exit upon completion of OJT? Yes No

Eligibility Information

Is the participant currently employed?

Yes

No

If yes, is the employee earning a wage below the self-sufficient wage?

Yes

No

Is the participant a Veteran?

Yes

No

Has the OCWDB On-the-Job Training Policy been reviewed to ensure the participant is qualified and meets all the eligibility requirements for this training program? Yes No

Does the referral include:

A copy of the OJT job description with the skills that need to be developed highlighted and the participant's signature

The participant's resume

Please provide a summary justification for this participant's enrollment in this On-the-Job Training. Include the participant's career goals, needed skill development, and any other relevant information. (Please include additional page if needed)



OC Community Services



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ON-THE-JOB TRAINING CANDIDATE REFERRAL

Schedule Information

Please provide the participant's general availability. This availability will be used to arrange the participant's interview and to develop a training schedule should the participant be selected.

Sunday

Monday

Tuesday

Wednesday

Thursday

Friday

Saturday

Accommodations

Does the participant require reasonable accommodations to perform the functions of this role successfully? Yes No

If yes, provide the accommodations needed.

I certify that the information above is correct, and the participant meets all program requirements.

CM Signature

Date

Supervisor Signature


Date

Work Experience (WEX) Policy

Redline and Clean Version

Information Notice No. 26-OCWDB-04

Supersedes Information No. 25-OCWDB-02

	<p>Orange County Community Services <u>Workforce Development Board</u></p> <p>Work Experience (WEX) Policy</p>	<p>PAGE: 1 OF 57</p> <p>Effective: January 2928, 20265</p>	<p>Formatted: Right: 0.03"</p>
<p>SUBJECT:</p> <p>Information Notice No. 265-OCWDB-0204</p> <p>Supersedes Information Notice No. 253-OCWDB-024, 22-OCWDB-06</p>		<p>APPROVED:</p> <p>Nancy Cook, Director of Workforce and Economic Development</p> <p>Formatted: Right: 0.03"</p>	
<p>PURPOSE</p> <p>This policy provides guidance regarding paid and unpaid Work Experience (WEX) for the Adult, Dislocated Worker, and Youth programs for the implementation of subsidized or unsubsidized work-experience activities for participants funded under <u>WIOA Title I Youth and/or Adult/Dislocated Worker, of the Workforce Innovation and Opportunity Act (WIOA) and other specialized programs, as applicable.</u> These work-experience opportunities are intended to advance participants' career readiness, employability, skills development, and transition to unsubsidized employment.</p> <p>Formatted: Right: 0.03"</p>			
<p>EFFECTIVE DATE</p> <p>This policy is effective on the date of issuance.</p>			
<p>REFERENCES</p> <ul style="list-style-type: none"> • <u>Workforce Innovation and opportunity Act of 2014, WIOA</u> (Public Law 113-128), Sections 129, 134, 181 and 188 • Title 20 Code of Federal Regulation (CFR) Parts 680.180, 681.590 - 681.610 • Fair Labor Standards Act of 1938, 52 Stat. 1060, 29 U.S.C. 201 et seq. • CA Education Code (EDC) 49100 - 49200 • CA Labor Code 1286 (c), 1294.1(b), 1299, 1391- 1392 • Training and Employment Guidance Letter (TEGL) 12-09, Joint Guidance for States Seeking to Implement Subsidized Work-Based Training Programs for Unemployed Workers • TEGL 21-16 Third Workforce Innovation and Opportunity Act (WIOA) Title I Youth Formula Program Guidance • TEGL 23-14, WIOA Youth Program Transition • <u>OCWDB Policies: Adult & Dislocated Worker Eligibility, WIOA Youth Eligibility, Transitional Jobs, Worksite Monitoring, Equal Opportunity and Nondiscrimination</u> 			
<p>BACKGROUND</p> <p>A Work Experience (WEX) is a planned, structured, contractual learning experience activity within a workplace for a limited period of time duration. It is a career service that provides participants with opportunities for supports career exploration, and skill development, which must include academic and occupational education concurrently or sequentially and is linked to a potential career choice workplace exposure, and the development of good work habits. WEX provides meaningful training for participants with limited or no work history, gaps in employment, or other barriers that prevent access to unsubsidized employment. WEX can be paid or unpaid and may be hosted by public, private non-profit, or private for-profit employers.</p>			
<p><u>WEX placements must not replace or displace employees and must align with the participant's Individual Employment Plan (IEP) or Individual Service Strategy (ISS).</u></p>			
<p>DEFINITIONS</p> <p><u>Barrier to Employment – A condition or circumstance that inhibits a participant's ability to secure or maintain employment, such as lack of work history, skill deficiencies, or personal circumstances affecting employability.</u></p> <p>Formatted: Font: 12 pt</p> <p>Formatted: Underline</p>			

<u>Business Solutions (OCWDB Business Services Unit) – Orange County Workforce Development Board (OCWDB) program unit responsible for facilitating the OJT/WEX. Specific activities include but are not limited to employer vetting, worksite approval, compliance, monitoring, and coordination with Service Providers.</u>	Formatted: Underline
<u>OCWDB unit responsible for employer vetting, worksite approval, compliance, monitoring, and coordination with Service Providers.</u>	Formatted: Right: 0.03"
<u>Displacement – Any reduction in hours, wages, benefits, or personnel resulting from a WEX placement. WEX may not result in displacement.</u>	Formatted: Underline
<u>Employer / Host Work Site – The approved business or organization providing training and supervision to WEX participant. Maybe a public, private non-profit, or private for-profit employer.</u>	Formatted: Underline
<u>Employer of Record – The entity responsible for payroll, workers' compensation, and related employee obligations. May be the OCWDB/County, Service Provider, or another designated intermediary.</u>	Formatted: Underline
<u>Individualized Employment Plan (IEP)/Individual Service Plan (ISP) – An individualized career service that is developed jointly by the participant and case manager. The plan is an ongoing strategy to identify employment goals, achievement objectives, and an appropriate combination of services for the participant to achieve the employment goals.</u>	Formatted: No underline
<u>Paid Work Experience – A WEX placement where the participant receives wages for hours worked.</u>	Formatted: Underline
<u>Position (WEX Position) – The specific approved role offered to a WEX participant which must meet OCWDB criteria and align with WEX learning objectives.</u>	Formatted: Underline
<u>Service Provider (Program Operator) – The contracted entity responsible for participant eligibility determination, case management, referrals, monitoring, and recordkeeping.</u>	Formatted: Underline
<u>Unpaid Work Experience – A learning-focused placement such as job shadowing in which the individual performs no or minimal productive work and receives no wages.</u>	Formatted: Underline
<u>Work Experience (WEX) – A structured, time-limited training opportunity at an employer worksite, paid or unpaid, designed to build work readiness, occupational skills, and career awareness.</u>	Formatted: Underline
<u>Work Readiness/Employability Skills – Foundational workplace behaviors such as punctuality, communication, teamwork, problem-solving, adaptability, and professionalism.</u>	Formatted: Underline
<u>Worksite Agreement – A formal contract executed among the employer, the Service Provider, OCWDB (designee), Employer of Record, and the participant outlining responsibilities, schedule, job duties, safety requirements, wages (if applicable), and terms.</u>	Formatted: Underline
<u>Internship – A system of gaining on-the-job experience by placement in a work environment for a period of time with the goal to build technical and job awareness skills. Internships may be paid or unpaid.</u>	
<u>Job shadowing – A short term unpaid activity which introduces a participant to the workplace and provides exposure to occupational areas of interest to increase career awareness.</u>	
<u>On the Job Training (OJT) – Training by an employer that is provided to a paid participant while engaged in productive work in a job that:</u>	
1. Provides knowledge or skills essential to the full and adequate performance of the job;	
2. Is made available through a program that provides reimbursement to the employer of a percentage of the wage rate of the participant; and	

- ~~3. Is limited in duration as appropriate to the occupation for which the participant is being trained, considering the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience of the participant, and the IEP/ISP for the participant.~~

~~**Transitional Jobs**—Transitional jobs are a type of paid work experience that are time limited and are designed to enable an individual to establish a work history, demonstrate work success in an employee-employer relationship, and develop the skills that lead to unsubsidized employment. These jobs can be in the public, private, or nonprofit sectors.~~

POLICY

~~A WEX Work experiences must should align with the participant's long-term employment goals. The assessment process, along with the development of the IEP/ISP, helps to identify appropriate worksites for each participant. Work experiences should and help the participant gain the competencies and experience needed to meet local employer demands. When determining the appropriate duration of a WEX, factors such as skill requirement for the position, the participants academic and occupational skills level, prior work experience, and their IEP/ISP should be considered. The assessment process may identify concerns or issues that should be addressed prior to, or concurrently with a WEX. Service Provider staff must make appropriate referrals if such issues are identified.~~

WEX programs are designed to promote the development of good work habits and basic work skills for individuals who have never worked, have very limited occupational exposure or have been out of the labor force for an extended period of time. Work experiences should enable adults, dislocated workers, and youth to gain exposure to professional the working world environments and the expectations associated with being a part of the local labor force and its requirements.

Work Experience opportunities can be paid or unpaid ~~and may be provided in the private for-profit, non-profit, or the public sector at an employer/host site employers.~~ These experiences include, but are not limited to, internships and job shadowing. They are not designed to replace an existing employee or position.

WEX wages are paid directly to the participant and not the employer. Employers are not monetarily compensated. Work experiences in the private for-profit sector must be structured so as not to appear to be subsidizing private for-profit operations. The work of the participant should not materially impact the profit margin of a private-for-profit company.

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Employer Eligibility

WEX is not an employer entitlement program. Employers must meet all OCWDB requirements, including:

- Business operational and producing revenue for a minimum of sixtwelve months.
- Located within OCWDB service area.
- Compliance with federal/state laws, nondiscrimination requirements, and safety regulations.
- Active business registration, UI and tax standing, Workers' Compensation coverage.
- Not debarred from federal funding.
- Ability to provide adequate supervision (up to 100% of the time).
- No displacement of staff staff displacement or to fill a vacancy that would normally be staffed.
- No WEX placements in prohibited industries (e.g. gambling establishments).
- WEX positions may not exceed 250% of the employer's full-time employee count. Businesses with fewer than fivefour employees may be eligible to host one WEX participant.
- No more than 25% of an employer's workforce can be subsidized by WIOA when there are more than four regular employees. Businesses with fewer than four employees may be eligible for one WIOA trainee across all work-based training programs.
- No Employer may exceed 15 WEX participant placements annually.

Position Eligibility

All WEX positions must:

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- Be entry-level.
- Require minimal qualifications.
- Not affect employer profitability or operations.
- Not displace employees.
- Not conflict with collective-bargaining agreements.
- Not involve layoffs within two years.
- Be safe and non-hazardous in compliance with child labor laws.
- Be fully supervised.

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Participant Eligibility

~~To be eligible, Participants must:~~

- ~~meet WIOA program eligibility requirements. Be currently enrolled into the respective applicable WIOA program (e.g. WIOA Youth Program). Please see OCWDB Youth Program Participant Eligibility and OCWDB Adult and Dislocated Worker Program Eligibility Policies for program enrollment requirements, and have received an assessment resulting in the development of an IEP/ISP that documents the participant's need and benefit of having work experience. Work experiences are not intended for long-term skill building within the occupation, but rather as an entry step for the participant to explore the occupation, develop their skills, gain work history and references. A likely candidate for WEX is a participant who is appropriate for long-term employment in a particular industry or occupation but does not have all of the skills or the experience to qualify for entry-level employment in the field. The education component must be documented on the Training Plan, IEP/ISP and in CalJOBS.~~
- Demonstrate barriers to employment, limited work history, or inconsistent work history
- Lack specific occupational skills or work readiness skills
- Have interest in the industry
- Not be immediate family of the worksite employer
- Be determined suitable by the Service Provider

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Youth under 18 must comply with work permit requirements.

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~~Non-WIOA Funded participants must adhere to the participant eligibility standards as identified by the funding source.~~

Unpaid Work Experience Referrals

Service Providers submit a WEX Referral Form including:

- Participant interest and career goals
- Skills needed and justification for WEX
- Confirmation of availability for 12-week training
- Updated resume

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~~OCWDB-Business Solutions facilitates employer interviews and selection. Unpaid Work Experience activities provide participants with valuable exposure to a professional working environment without the expectation of monetary compensation for tasks performed. The use of unpaid Work Experience should be limited.~~

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~~Unpaid Work Experience may include job shadowing, where participants experience the work environment to increase career awareness, observe models of behavior on the job through examples, and receives help in making career decisions. Job shadowing can reinforce the link between classroom learning and work requirements. Job shadowing is limited and allows participants to observe only.~~

~~If the employer is providing job shadowing opportunities whereby the participant learns certain functions under close and constant supervision of regular employees, but performs no or minimal work, this type of activity is more likely to be a bona fide training program. However, if the participant receives the same level of supervision as employees, this would suggest an employment relationship.~~

Youth Work Experience Funding Requirements

~~Service Providers must spend at least 30% of their overall WIOA youth funding, after subtracting the administrative costs on Work Experience activities, including participant wages as well as staffing costs associated with the development and management of Work Experience, even if the Work Experience is unpaid. Allowable expenditures beyond wages may include the following:~~

- ~~1. Staff time spent identifying potential work experience opportunities.~~
- ~~2. Staff time working with employers to develop the work experience.~~
- ~~3. Staff time spent working with employers to ensure a successful work experience.~~
- ~~4. Staff time spent evaluating the work experience.~~
- ~~5. Classroom training or the required academic education component directly related to the work experience.~~
- ~~6. Orientation sessions for participants and employers.~~

~~Work Experience expenditures shall coincide with specific budgeted line items and shall be tracked and reported on the monthly Service Provider invoices.~~

Length of Training**Work Experience Duration**

- ~~• Standard The duration of the WEX shall begin with 12 weeks/ up to 360 hours~~
- ~~• 15-30 hours per week (maximum 150 hours/month).~~
- ~~• Participants may not work overtime.~~
- ~~• If a modification/extension is needed, Orange County Workforce Development Board (OCWDB) Business Solutions staff will review the request on a case-by-case basis. A Modification Form (Attachment V) must be completed and signed by all parties for proper approval. Extensions may not exceed 10 months and/or 600 hours. A tracking sheet shall be maintained by the Service Provider to ensure that actual WEX hours do not exceed the allowable limit. Exceptions require Program Manager or Director approval.~~
- ~~• Waiver requests for hours/extensions must be approved by OCWDB Director.~~

Wages

- ~~• Participants will be paid at the current minimum wage rate.~~
- ~~• Wage rate set by County of Orange and stated in the Worksite Agreement.~~
- ~~• Employer of Record may be reimbursed up to 100% of wages.~~
- ~~• Modifications to wage/hours require prior approval.~~

Worksite Agreement

~~A Worksite Agreement must be executed before the participant begins. It must include:~~

- ~~• Parties and contacts.~~
- ~~• Duties, wage, schedule, tools/ equipment.~~
- ~~• Training goals.~~
- ~~• Supervisor list and signatures.~~
- ~~• Nondiscrimination, safety, and monitoring requirements.~~
- ~~• Termination clauses.~~

~~A Training & Assessment Plan must be developed before start.~~

Assessments

~~Required assessments include:~~

- ~~• Initial Assessment (within first 2 weeks)~~
- ~~• Midway Evaluation* (week 5-7)~~
- ~~• Final Assessment (upon completion of WEX)~~

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PIPs may be used for underperformance after documented interventions.

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*The Midway Evaluation is the only time an extension will be considered for a WEX. The evaluation must demonstrate why additional time is necessary for the participant to develop the skills identified in the assessment.

WEX Orientation

A WEX orientation must be held prior to the identified start date. Orientation must:

- Be attended by a representative from the worksite, employer of record, business services, service provider and the participant.
- Review core components of the WEX including but not limited to the start and end date, schedule, job duties, and training plan.

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- Accurate record of time worked including approval of both the participant and employer must be submitted to Service Provider weekly or bi-weekly.
- Performance comments should be included when submitting timecard.

*Failure to submit timely may delay payment.

Modifications

Modifications may include:

- Adjusting hours for learning needs or disabilities.
- Extending duration for skill development. Any requests to extend duration must be made during the Midway Evaluation with justification for the extension.

All modifications require OCWDB Director approval before becoming effective.

Termination

A WEX may be terminated by any party with 5-day written notice except in cases of immediate fireable offenses:

- Fraud
- Substance use on site
- Abuse/misuse of property
- Inappropriate internet use
- Fighting/abusive language
- Theft

Business Solutions may terminate for noncompliance, safety issues, falsification, or hostile environments

Participants terminated through no fault of their own may be reassigned.

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Exceptions

Any exception to this policy requires written approval from the OCWDB Director.

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Unpaid WEX is limited to learning-rich activities such as job shadowing where the participant performs no productive work. Activities must comply with Fair Labor Standards Act (FLSA) tests for unpaid training.

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Special Grant Work Experience

Programs funded under special grants may have different wage levels or hour limits. These must be documented in the participant file.

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Earn and Learn

A structured youth training model allowing stipends for live instruction and project work. Participants may not exceed 30 hours per week.

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Transitional Jobs

A related work-based learning activity. See OCWDB Transitional Jobs Policy for full guidance. The OCWDB Business Solutions and Service Provider must ensure compliance with child labor laws and ensure that youth participants under 18 years old obtain a work permit (unless not required to have one). The employer must possess a valid Permit to Employ and Work and comply with all applicable federal and state child labor laws for participants under 18 years of age. Proof of age and parental consent must be given for both paid and unpaid Work Experience. See Youth Employment Summary Chart (Attachment IV) for additional information.

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Special projects may require an exemption to both WEX limitations on hours and wage levels for some or all participants. The Director of the Orange County Workforce and Economic Development Division may approve WEX waivers. Waiver request must be submitted in writing. Participants may not exceed the 600-hour limit PRIOR to the date of waiver approval.

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Special Grant Work Experience

Special grant programs that require different Work Experience hours and funding levels may be implemented. If staff are providing case management services for a non-WIOA funded Work Experience, it is appropriate to follow the grant requirements and document the staff related cost and the non-WIOA funded contractual requirements in the participant's case file.

Earn and Learn

An Earn and Learn program is a specialized occupational skills training program that includes elements required in the WIOA Youth program. The program may be done in person or through a virtual platform. The participant earns a stipend when participating in the "live" classes and when completing projects required for the program. A participant is expected to have a "product" upon completion of the Earn and Learn program. In line with general youth experience guidelines, participants must not exceed 30 hours per week.

Transitional Jobs

Transitional Jobs offers similar opportunities to participants and may use the documents attached to this policy. For additional information and guidance regarding Transitional Jobs refer to the OCWDB Transitional Jobs Policy.

General Work Experience Requirements**1. Worksites**

- The OCWDB Business Solutions shall develop and maintain a pool of worksites that provide a wide range of training opportunities to the participants and enhance their skills development;
- The list of worksites shall include the following information:
 - Name and address of employer/worksites
 - Name, position title, email address and phone number of supervisor
 - Status: Active, In Progress, or Inactive
 - For active worksites: name of participants placed, actual start date and anticipated/actual end date
- Worksites must follow all labor standards applicable to any WEX that involves an employee/employer relationship, as defined by the Fair Labor Standards Act or applicable State law;
- OCWDB Business Solutions will identify and evaluate worksites to determine the appropriateness of utilizing the employer for work experiences. The evaluation components should include provisions of the Worksite Agreement such as safety, labor law requirements, status of layoffs, etc. In addition, it should evaluate age appropriateness and level of exposure to work readiness and job skills, type of supervision available, as well as review the previous work experience placements at the same location.

~~Potential worksite employers should also demonstrate a commitment to helping participants receive the experience and training needed to meet their goals. As part of participation, these employers should be willing to work closely with OCWDB Business Solutions, especially since participants have barriers to employment. Proper worksite supervision should be one of the factors that are reviewed prior to placement of the participant in the activity.~~

~~Individuals who have been hired by a worksite and subsequently referred to OCWDB Business Solutions are not to be considered for the WEX activity. The worksite should commit to the individual training with the belief that the individual is fully capable of performing the tasks required with little or no assistance.~~

~~A WEX Agreement must not be executed with an employer who has received payments under previous work-based services and has exhibited a pattern of failing to provide a positive work experience. This includes those employers for On the Job Trainings (OJT) where a participant was not provided continued long-term employment, wages, benefits, and working conditions that are not equal to those provided to similarly situated employees.~~

~~2. Worksite Agreement & Work Experience Training and Assessment Plan~~

- ~~• A Worksite Agreement shall be fully executed between worksite, Service Provider, Site Manager, OCWDB staff, Employer of Record representative and participant before a participant is allowed to start.~~
- ~~• A Worksite Agreement template (Attachment I) provided by the OCWDB shall be used.~~
- ~~• At minimum, the Worksite Agreement shall include the following:~~
 - ~~○ Names and contact information of all parties~~
 - ~~○ Names and titles of all employer staff authorized to sign the participant's timesheet~~
 - ~~○ Responsibilities and expectations of the participant, the Worksite/Employer and Service Provider staff~~
 - ~~○ The job title, wage, detailed list of specific skills to be learned, timeline and benchmarks to be achieved, weekly schedule, and number of hours to be completed with the participant as outlined in the WEX Training and Assessment Plan (See Attachment II)~~
 - ~~○ Requirement that Worksite/Employer will:~~
 - ~~* Regularly submit timesheet of participants~~
 - ~~* Provide regular written evaluation of participants~~
 - ~~* Provide a written job description and responsibilities to participant~~
 - ~~○ Identification of the legal requirements that must be met, including worksite safety requirements~~
 - ~~○ Statement informing the worksite that they may be subject to worksite monitoring by both the local and State representatives, as well as regular visitations by OCWDB Business Solutions~~
 - ~~○ Provision of termination of the agreement/contract for non-performance or failure to meet the requirements of the agreement/contract~~
 - ~~○ Non-discrimination and equal opportunity clauses~~
 - ~~○ Statement that the activity will not displace employees~~
 - ~~○ Statement that participants must not be engaged in sectarian activities~~
 - ~~○ Other information, relative to the specific activities~~
 - ~~○ Signatures and dates from the Worksite/Employer, Service Provider, Site Manager, OCWDB staff, Employer of Record representative, and participant~~
- ~~• A copy of the signed Worksite Agreement (Attachment I), WEX Training and Assessment Plan (Attachment II) and timesheets (See Attachment III: Model Timesheet) will be kept in the participant file.~~

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~~3. Wages and Hour Limits~~

~~These requirements apply to all programs except for the Youth Program and special grant programs as described in the sections below.~~

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- ~~Worksite placement is limited to a timeframe of 3 weeks to 12 weeks. The exact duration will be based on appropriation for the participant's employment goals, background and skill level as reflected in the IEP/ISP.~~
- ~~OCWDB Business Solutions shall allow for at least 15 hours a week of work, but no more than 30 hours and not to exceed 150 hours per month. More than 150 hours in a month will require approval from the Orange County Director of Workforce and Economic Development.~~
- ~~Participants will be compensated at the same pay rate as similarly situated trainees or employees. All WEX must be paid at an hourly rate determined by the County of Orange based on an analysis of minimum wage and Local Fair Labor Standards Act. The final determined rate will be included on the Work Site Agreement. Any exceptions to the wages or hours must be approved by the Director. Participants must be covered either by state workers' compensation or by relevant on-site insurance. If an entity other than the Orange County Workforce Development Board (OCWDB) or its designee, The County of Orange, is the employer of record, the entity is entitled to a reimbursement of 100% of the wages. If the OCWDB, or its designee, The County of Orange, is the employer of record, the participant's wages will be paid at 100%. The wage rate and reimbursement rate will be clearly identified in the worksite agreement.~~
- ~~The maximum allotment for a participant's wage determined by (hourly rate X total number of hours approved) per contract. If it is determined necessary for a participant to receive hours or wages exceeding the maximum allotment, the OCWDB Business Solutions must request advance approval from the Orange County Director of Workforce and Economic Development.~~
- ~~Availability of additional funding may also be cause for changes and/or exemptions to this policy.~~
- ~~Rate of pay for special programs may vary depending on contract terms and conditions.~~

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4. Work Experience Training and Assessment Plan

- ~~A Work Experience Training and Assessment Plan shall be completed for every participant placed in a Work Experience assignment and will accompany the Worksite Agreement.~~
- ~~The Training Plan portion of the WEX Training and Assessment Plan shall be completed prior to the participants start date.~~
- ~~The Initial Assessment portion of the WEX Training and Assessment Plan shall be completed within the first 2 weeks of placement.~~
- ~~The Final Assessment portion of the WEX Training and Assessment Plan shall be completed at the end of the Work Experience.~~
- ~~All Work Experience Training and Assessment Plan documents will be kept in the participant and employer's file.~~

ACTION

Bring this policy to the attention of all relevant staff, subrecipients, and partners to ensure full understanding and compliance with federal and state audit resolution requirements~~relevant parties.~~

INQUIRIES

If you have any questions regarding this policy, please email info@ocworkforcesolutions.com.

ATTACHMENTS

Attachment I: Business Eligibility Application

Attachment II: Worksite Evaluation

Attachment III: _____ Worksite Agreement

Attachment IV: Work Experience ~~Training and Assessment~~ Form Plan

Attachment V: ~~Work Experience Modification Model Timesheet Request~~

Attachment VI: ~~Youth Employment Summary Chart~~ Work Experience Performance Improvement Plan

Attachment VII: Work Experience ~~Modification Termination Request Form~~

Attachment VIII: Work Experience Modification Form

Attachment IX: Candidate Referral Form

Attachment X: Hiring Program Position Information

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Orange County Workforce Development Board
Work Experience (WEX) Policy

PAGE: 1 OF 5

Effective:
 January 28, 2026

SUBJECT:

Information Notice No. 26-OCWDB-04
 Supersedes Information Notice No. 25-OCWDB-02

APPROVED:

Nancy Cook,
 Director of Workforce and Economic Development

PURPOSE

This policy provides guidance for the implementation of subsidized or unsubsidized work-experience activities for participants funded under WIOA Title I Youth and/or Adult/Dislocated Worker. These work-experience opportunities are intended to advance participants' career readiness, employability, skills development, and transition to unsubsidized employment.

EFFECTIVE DATE

This policy is effective on the date of issuance.

REFERENCES

- Workforce Innovation and opportunity Act of 2014 (Public Law 113-128), Sections 129, 134, 181 and 188
- Title 20 Code of Federal Regulation (CFR) Parts 680.180, 681.590 - 681.610
- Fair Labor Standards Act of 1938, 52 Stat. 1060, 29 U.S.C. 201 et seq.
- CA Education Code (EDC) 49100 - 49200
- CA Labor Code 1286 (c), 1294.1(b), 1299, 1391- 1392
- Training and Employment Guidance Letter (TEGL) 12-09, Joint Guidance for States Seeking to Implement Subsidized Work-Based Training Programs for Unemployed Workers
- TEGL 21-16 Third Workforce Innovation and Opportunity Act (WIOA) Title I Youth Formula Program Guidance
- TEGL 23-14, WIOA Youth Program Transition
- OCWDB Policies: Adult & Dislocated Worker Eligibility, WIOA Youth Eligibility, Transitional Jobs, Worksite Monitoring, Equal Opportunity and Nondiscrimination

BACKGROUND

Work Experience (WEX) is a planned, structured learning activity within a workplace for a limited duration. It supports career exploration, skill development, workplace exposure, and the development of good work habits. WEX provides meaningful training for participants with limited or no work history, gaps in employment, or other barriers that prevent access to unsubsidized employment. WEX can be paid or unpaid and may be hosted by public, private non-profit, or private for-profit employers.

WEX placements must not replace or displace employees and must align with the participant's Individual Employment Plan (IEP) or Individual Service Strategy (ISS).

DEFINITIONS

Barrier to Employment – A condition or circumstance that inhibits a participant's ability to secure or maintain employment, such as lack of work history, skill deficiencies, or personal circumstances affecting employability.

Business Solutions (OCWDB Business Services Unit) – Orange County Workforce Development Board (OCWDB) program unit responsible for facilitating the WEX. Specific activities include but are not limited to employer vetting, worksite approval, compliance, monitoring, and coordination with Service Providers.

Displacement – Any reduction in hours, wages, benefits, or personnel resulting from a WEX placement. WEX may not result in displacement.

Employer / Host Work Site – The approved business or organization providing training and supervision to a WEX participant. Maybe a public, private non-profit, or private for-profit employer.

Employer of Record – The entity responsible for payroll, workers' compensation, and related employer obligations. May be the OCWDB/County, Service Provider, or another designated intermediary.

Individualized Employment Plan (IEP)/Individual Service Plan (ISP) – An individualized career service that is developed jointly by the participant and case manager. The plan is an ongoing strategy to identify employment goals, achievement objectives, and an appropriate combination of services for the participant to achieve the employment goals.

Paid Work Experience – A WEX placement where the participant receives wages for hours worked.

Position (WEX Position) – The specific approved role offered to a WEX participant which must meet OCWDB criteria and align with WEX learning objectives.

Service Provider (Program Operator) – The contracted entity responsible for participant eligibility determination, case management, referrals, monitoring, and recordkeeping.

Unpaid Work Experience – A learning-focused placement such as job shadowing in which the individual performs no or minimal productive work and receives no wages.

Work Experience (WEX) – A structured, time-limited training opportunity at an employer worksite, paid or unpaid, designed to build work readiness, occupational skills, and career awareness.

Work Readiness/Employability Skills – Foundational workplace behaviors such as punctuality, communication, teamwork, problem-solving, adaptability, and professionalism.

Worksite Agreement – A formal contract executed among the employer, the Service Provider, OCWDB (or designee), Employer of Record, and the participant outlining responsibilities, schedule, job duties, safety requirements, wages (if applicable), and terms.

POLICY

Work experiences should align with the participant's long-term employment goals and help the participant gain the competencies and experience needed to meet local employer demands. WEX programs are designed to promote the development of good work habits and basic work skills for individuals who have never worked, have very limited occupational exposure or have been out of the labor force for an extended period of time. Work experiences should enable adults, dislocated workers, and youth to gain exposure to professional working environments and the expectations associated with being a part of the local labor force.

Work Experience opportunities can be paid or unpaid at an employer/host site. These experiences include, but are not limited to, internships and job shadowing. They are not designed to replace an existing employee or position.

WEX wages are paid directly to the participant and not the employer. Employers are not monetarily compensated. Work experiences in the private for-profit sector must be structured so as not to appear to be subsidizing private for-profit operations. The work of the participant should not materially impact the profit margin of a private-for-profit company.

Employer Eligibility

WEX is not an employer entitlement program. Employers must meet all OCWDB requirements, including:

- Business operational and producing revenue for a minimum of twelve months.
- Located within OCWDB service area.
- Compliance with federal/state laws, nondiscrimination requirements, and safety regulations.
- Active business registration, UI and tax standing, Workers' Compensation coverage.
- Not debarred from federal funding.
- Ability to provide adequate supervision (up to 100% of the time).
- No staff displacement or to fill a vacancy that would normally be staffed.
- No WEX placements in prohibited industries (e.g. gambling establishments).
- WEX positions may not exceed 25% of the employer's full-time employee count. Businesses with fewer than four employees may be eligible to host one WEX participant.
- No more than 25% of an employer's workforce can be subsidized by WIOA when there are more than four regular employees. Businesses with fewer than four employees may be eligible for one WIOA trainee across all work-based training programs.
- No Employer may exceed 15 WEX participant placements annually.

Position Eligibility

All WEX positions must:

- Be entry-level.
- Require minimal qualifications.
- Not affect employer profitability or operations.
- Not displace employees.
- Not conflict with collective-bargaining agreements.
- Not involve layoffs within two years.
- Be safe and non-hazardous in compliance with child labor laws.
- Be fully supervised.

Participant Eligibility

Participants must:

- Be currently enrolled in the applicable WIOA program (e.g. WIOA Youth Program). Please see OCWDB Youth Program Participant Eligibility and OCWDB Adult and Dislocated Worker Program Eligibility Policies for program enrollment requirements.
- Demonstrate barriers to employment, limited work history, or inconsistent work history
- Lack specific occupational skills or work readiness skills
- Have interest in the industry
- Not be immediate family of the worksite employer
- Be determined suitable by the Service Provider

Youth under 18 must comply with work permit requirements.

Referrals

Service Providers submit a WEX Referral Form including:

- Participant interest and career goals
- Skills needed and justification for WEX
- Confirmation of availability for 12-week training
- Updated resume

Business Solutions facilitates employer interviews and selection.

Length of Training

- Standard duration: 12 weeks/ up to 360 hours
- 15-30 hours per week (maximum 150 hours/month).
- Participants may not work overtime.

- Exceptions require Program Manager or Director approval.
- Waiver requests for hours/extensions must be approved by OCWDB Director.

Wages

- Participants will be paid at the current minimum wage rate.
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Required assessments include:

- Initial Assessment (within first 2 weeks)
- Midway Evaluation* (week 5–7)
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PIPs may be used for underperformance after documented interventions.

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- Be attended by a representative from the worksite, employer of record, business services, service provider and the participant.
- Review core components of the WEX including but not limited to the start and end date, schedule, job duties, and training plan.

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Attachment V: Work Experience Modification Request

Attachment VI: Work Experience Performance Improvement Plan

Attachment VII: Work Experience Termination Request Form

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Attachment X: Hiring Program Position Information

Work Experience (WEX) Policy Attachments

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OC Community Services

WORKFORCE
DEVELOPMENT BOARDamericanjobcenter
CALIFORNIA

OC WORKFORCE SOLUTIONS BUSINESS ELIGIBILITY APPLICATION

Work Experience

On-the-Job Training

Apprenticeship

SECTION 1: BUSINESS INFORMATION			
Legal Business Name:			
Alternative Business Name(s), including DBA's:			
Business Address:			
City:		State:	Zip:
Business Contact Person:		Title:	
Email:		Phone:	
Business FEIN:		Business SEIN	
Business DUNS No:		No. of Employees at OJT Location	
How long has your business served the Orange County area?			
Type of Business:	Private	Non-Profit	Government Other
Business Sector:	Healthcare	Information Technology	
	Manufacturing	Hospitality Other:	
Complete this section only for On-the-Job Training or Apprenticeship			
Name of Workers Compensation Insurance			
Carrier Number:			
Will OJT Participants be covered?	Yes	No	
Does the payroll system record all paychecks and amounts?	Yes	No	
Who will receive the OJT payments?			
Name/Title:			
Address:			
SECTION 2: BUSINESS REVIEW			
Are employees part of a union or bargaining collective?	Yes	No	
If "yes", provide the following information:			
Union Name:			
Union Representative/Title:			
Email:	Phone:		
Has the business relocated within the last 6 months?	Yes	No	
Has the business had any layoffs in the last year?	Yes	No	
How many employees, if any, are currently in layoff?			
Are there any outstanding wage/hour, health/safety, or discrimination complaints or adverse decisions against your company?	Yes	No	
Does the business have all necessary licenses/approvals to conduct business in California?	Yes	No	
Detail your current training plan for new employees.			



OC Community Services

WORKFORCE
DEVELOPMENT BOARDamericanjobcenter
CALIFORNIA**SECTION 3: SIGNATURE**

I understand that my application will be denied for any of the following reasons:

- Any of the above information is found to be false
- The business is not in good standing with the Franchise Tax Board
- The business has been disbarred or found ineligible to participate in transactions by USDOL or the State of California
- The business has more than one unfair labor practice contempt of court findings in the most recent list established by the National Labor Relations Board
- It is determined that the business does not have sufficient equipment, materials, or supervisory time/expertise to provide the necessary training

I hereby certify that the above information is, to the best of my knowledge, correct.

Employer Signature:	Date:
Employer Name:	Title:

SECTION 4: OCWDB USE ONLY

Certificate of Good Standing from the CA Franchise Tax Board
 National Labor Relations Board confirmation
 SAM.gov active registration
 Econovue Financial Stress Indicator

The business is	Approved	Denied for	WEX	OJT	Apprenticeship
BSU Hiring Initiatives Manager:			Date:		
BSU Program Manager:			Date:		
Director Signature:			Date:		



OC Community Services



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WORK EXPERIENCE INITIAL SITE EVALUATION

WORKSITE INFORMATION					
Employer Name:					
Employer Contact:			Title:		
Email:			Phone Number:		
Worksite Address:					
Worksite location:	Office Building	Warehouse	Retail Location	Restaurant	Other
Other:					
ADA COMPLIANCE					
Does the building have a wheelchair accessible entrance?				Yes	No
If the office is on the second floor or higher, is there a wheelchair accessible elevator?					
Is there an adequate number of handicapped parking spaces?				Yes	No
SAFETY COMPLIANCE					
Is there a working fire alarm and sprinklers?				Yes	No
Is there a fire extinguisher on-site and accessible?				Yes	No
Is the emergency evacuation route posted?				Yes	No
If the office is on the second floor or higher, are there stairs available and accessible?					
Is a first-aid kit available?				Yes	No
ONBOARDING AND TIME TRACKING					
What is your general onboarding process?					
Who is the direct supervisor for each position?					
How do you plan to track time?					
How do you plan to verify time worked?					



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OTHER		
Is there a bathroom on-site?	Yes	No
Is there a clean break room available?	Yes	No
Are Worker's Rights and Safety information posted and visible?	Yes	No
Hours of Operation:		
WEDD BSU STAFF ONLY		
Does the worksite meet the necessary standards to host a Work Experience?	Yes	No
Worksite monitoring conducted by:		
Signature:		Date:



OC Community Services



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WORK EXPERIENCE WORKSITE AGREEMENT

Service Provider: _____ **Phone Number:** _____

The term of this agreement is _____ through _____

This agreement is funded by:

- ☒ WIOA
☐ Temporary Assistance For Needy Families (TANF)
☐ State of California _____
☐ County of Orange _____
☐ City of _____
☐ Other _____

and authorized through _____ (Funding Source), Orange County Community Resources - Community Services (OCCR/OCCS), and _____ (Service Provider).

Worksite training activities are designed to provide program participants with exposure to good work habits, job skills and work experience. The Worksite Agreement should detail the terms and conditions of paid Work Experience and the expectations of the parties to the agreement. The agreement is between the participant, worksite employer, employer of record and the OCWDB Business Solutions. By accepting this Worksite Agreement, the parties agree to the terms and conditions below.

One agreement must be filled out for each worksite or department, if there are multiple positions per department provide attached pages with information from Section IV. All parts of this worksite are required for completion, including FEIN number.

I. Worksite Organization/Company

Company:

Address:

City, State, ZIP:

Contact:

Phone:

Email:

II. Worksite/Department Address (if different from section I)

Department:

Address:

City, State, ZIP:

Title:

FEIN (required):

III. Type of Organization ☐ Non-Profit ☐ Government Agency ☐ Private Business ☐ Other

IV. Participant Information

Name:

Phone:

**CalJOBS
Application No.**

Email:

Funding Source: ISY

OSY

Adult

DW

VI. Union Concurrence☐ Not Applicable☐ Applicable (if applicable, complete the section below)

Program using worksite(s) where collective bargaining or working agreements exist must have written concurrence of the labor organizations and employer. The undersigned representative of the collective bargaining agency concurs in the use of this worksite for the sole purpose of providing work experience to program participants through the OCCR/OCCS.

As the representative of Local # / Union Name _____ I hereby submit my concurrence to the OCCR/OCCS Worksite.

 Representative Name

 Representative Signature

 Date
IV. The Organization and Department(s) named on page 1, agree to the following assurances and conditions:

1. The OCWDB Business Solutions shall provide orientation to each worksite supervisor covering the program elements including policy, payroll, and worker's compensation requirements prior to the program participant referral or the actual program participant beginning work on the site.
2. The service provider shall review all standards and program guidelines with the participant prior to the start of their work experience.
3. The worksite shall provide job orientation to all program participants as related to work policies, job safety, and job expectations. The work policies, job safety, and job expectations for program participants must be the same as for non-program workers at the site.
4. Each worksite supervisor shall maintain an accurate record of time and attendance of each program participant to be recorded on the time sheet. The worksite supervisor shall complete the section under Worksite Supervisor Rating of Employee Performance. The time sheets will be signed by both the program participant and the worksite supervisor and submitted to the employer of record each pay period. Electronic timesheet signatures are acceptable.
5. The Employer of Record shall pay a wage to the program participant. The wage to be paid will be the state minimum wage rate. Exceptions to the minimum pay wage will be considered based on specific program policies. This is a training position for which the intent is to provide work experience and exposure to the world of work.
6. The worksite shall provide sufficient work to occupy the program participant's work hours and shall provide sufficient equipment and/or materials to enable the program participant to carry out the work assignments.
7. Program participants will be paid only for actual hours worked.
 - Youth Program participants are limited to no more than _____ total **program hours if they are between the ages 14-17, and no more than _____ total program hours if they are between the ages of 18-24.** This includes the amount of time a participant spent in paid-work readiness and financial literacy trainings.
 - WIOA Adult/DW program participants are limited to no more than _____ total hours of paid-work experience training.
 - SSA WEX/ EPP program participants are limited to no more than _____ total hours of paid-work experience training.
 - Other/ special program participants are limited to no more than _____ total hours of paid-work experience training.

Worksite supervisors will be expected to track time worked. **Participant time worked in excess of the agreed hours will be paid by or reimbursed by the worksite. The Service Provider and worksite shall ensure that participant does not exceed the total contracted hours of employment as listed. Failure to do so will result in the Service Provider assuming both legal and financial responsibility for the payment of wages, taxes and all other employment related matters for hours worked beyond contracted terms.** This is a training position; therefore, no pay will be given for holidays. **Overtime work is not allowed.**

8. Program participants are covered under the Worker's Compensation policy of the OCCR/OCCS Employer of Record during the contracted hours. On the job injury reports will be completed by the program participant, supervisor, and authorized worksite official and submitted to the OCWDB Business Solutions and OCCR/OCCS payroll provider. All job injuries must be reported within 24 hours of the injury occurrence to the OCWDB Business Solutions and payroll provider in order for medical claims to be processed for worker's compensation and to OCCR/OCCS within 48 hours of the injury occurrence.
9. Worksite supervisors and/or Service Provider shall provide counseling to those program participants who may be experiencing unsatisfactory performance. The worksite supervisor shall notify OCWDB Business Solutions prior to any disciplinary action.
10. The worksite shall assure that all work is conducted in a safe and sanitary drug free environment and shall assure that all program participants are supervised on a full-time basis by a qualified supervisor.
11. The worksite assures that program funding shall not be used to promote or discourage union organizing.
12. The worksite agrees to ensure Labor Union approval on training components, if indicated per Labor agreement
13. OCCR/OCCS, OCWDB Business Solutions, Employer of Record and the worksite shall adhere to all applicable Federal, State, and Local labor laws, including minor labor laws if the participant is less than 18 years old.
14. OCCR/OCCS's Employer of Record will maintain general liability insurance coverage and will hold harmless OCCR/OCCS and worksites except to the extent that damage is caused by the willful misconduct of either OCCR/OCCS or worksites.
15. The Service Provider shall inform the program participant of grievance procedures, equal pay, and non-discrimination assurances prior to worksite placement. The worksite shall not, in any manner or for any reason, discriminate against any program participant.
16. The worksite shall, upon request of the OCWDB Business Solutions and/or OCCR/OCCS, release the program participant for attendance at labor market orientations, career orientations, job readiness training, or other program activities.
17. The worksite assures that any program participant will not displace currently employed workers. The participants' work experience cannot result in a reduction of hours for permanent employees.
18. The worksite must provide a safe, healthy work environment for all program participants. The OCCR/OCCS and the payroll provider reserve the right to deny a worksite based upon unsafe work environment and/or assigned job duties.
19. The OCWDB Business Solutions in partnership with the worksite shall ensure that program participants will not be placed at worksites dealing with the maintenance or upkeep of religious institutions or where religious activities are conducted at any time. Instruction and participation in religious activities are also prohibited.
20. The OCWDB Business Solutions in partnership with the worksite shall ensure that program participants do not engage in political/lobbying, union or fundraising activities during work hours.
21. The OCWDB Business Solutions in partnership with the worksite shall prohibit program participants from being supervised by a member of their family, or anyone with a direct or conflicting relationship with the participant.
22. The OCWDB Business Solutions and Service Provider in partnership with the worksite shall make all worksite

records and personnel available for onsite monitoring by Federal, State and OCCR/OCCS and will retain the records in accordance with federal and state regulations.

23. The OCWDB Business Solutions in partnership with the worksite shall provide and obtain acknowledgement ensuring a work environment free from harassment or discrimination of any kind.
24. The OCWDB Business Solutions in partnership with the worksite shall clearly post Work Permits and Emergency Contact Information in the program participants' work areas, as well as display all federally regulated postings. Copies of the Emergency Contact Information must accompany the program participant when they work off-site.
25. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument/notification from the OCCR/OCCS and signed by all parties.
26. If the worksite is negligent in responsibilities agreed to in this document, the site:
 - a. May not be used at a future date, and
 - b. May be held legally and financially responsible for disallowed costs identified by government auditors or monitors.
27. Service Provider and OCWDB Business Solutions must maintain a copy of this worksite agreement for each participant who works at the site.

Supervision: Each program participant must have a designated supervisor and alternate supervisor. These supervisors shall be identified on the worksite agreement prior to the first day of work.

All worksite supervisors must be experienced in the work to be performed. Worksite supervisors are to encourage good working habits and positive attitudes about work. Supervisors are required to complete the participant timesheet and evaluation, review with the participant and submit to the employer of record each pay period.

It is the responsibility of OCWDB Business Solutions to orient each worksite supervisor to the program requirements; assure his/her attendance at a supervisor's orientation prior to the placement of participants at the worksite and to provide the supervisor with a copy of the WEX Supervisor Handbook and a copy of this agreement.

Program Eligibility: The program participant must be determined eligible and suitable for participation as required by the funding source, awarding agency and by OCCR/OCCS prior to beginning the work experience.

Orientation to review this Work Experience was conducted on _____.

We have read the worksite agreement and agree to abide by all applicable assurance and conditions.

Name of Authorized Signer for Worksite

Signature of Authorized Signer for Worksite

Date

Name of Service Provider Site Manager

Signature of Service Provider Site Manager

Date

Name of OCWDB Staff

Signature of OCWDB Staff

Date

Name of Authorized Employer of Record
Representative

Signature of Authorized Employer of Record
Representative

Date

Name of Participant

Signature of Participant

Date

Attachment A:

Employer of Record Agreement

_____, will serve as the employer of record for the above stated program; and as employer of record, will assume all insurance and tax withholding liabilities including Workers' Compensation, Unemployment Insurance, General Liability, Federal, State, and Local tax withholding for the participants.

As the employer of record _____ requires the following information for each worksite: Name, address, contact person, contact number, FEIN, worksite description, participant job description, and tentative working schedule.

As a worksite you agree to adhere to all Federal, State, and local labor laws, the standards outlined in the agreement with the respective community-based service provider, the standards outlined by OCCR/ OCCS to maintain safe working conditions, and to report within 24 hours any known injuries or incidents to the respective community-based service provider/vendor involving participants being paid by _____.

Furthermore, _____ (Worksite) assumes and agrees to indemnify and hold harmless _____, related companies, parent companies, subsidiaries, divisions and all of their respective officers, agents, directors and employees from any and all liability and expenses (including attorneys fees) with respect to any claims, demands, causes of action, suits, losses, liabilities and/or lawsuits for any and all damages or losses to property (including cash or other valuables) or injury to any person by whomsoever such claims may be asserted, including specifically but without limitation, employees of _____, employees of Client, entities for which client performs work, and members of the general public arising from the use of _____, temporary employees who were referred by Client. This agreement shall not apply to workers' compensation and/or unemployment claims filed by _____.

By signing below, I acknowledge and agree to comply with the terms and conditions as described above,

Authorized Worksite Representative Signature

Date

Service Provider Signature

Date

Employer of Record Signature

Date



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CALIFORNIA**WORK EXPERIENCE ASSESSMENTS**

Initial

Midway

Final

SECTION 1: BUSINESS INFORMATION				
Business Name:				
Worksite Address:				
City:		State:		Zip:
Position Supervisor:			Title:	
Email:			Phone:	
SECTION 2: PARTICIPANT INFORMATION				
Participant Name:				State ID:
Program:	ISY	OSY	Adult	DW
Position:				
Start Date:			End Date:	
SECTION 3: WORKPLACE READINESS SKILLS				
Check the appropriate rating box for the participant's current skill level.				
SKILL	RATING			
1. Ability to learn	Needs Improvement	Average	Excellent	
2. Attitude	Needs Improvement	Average	Excellent	
3. Professionalism	Needs Improvement	Average	Excellent	
4. Motivation/Initiative	Needs Improvement	Average	Excellent	
5. Communication	Needs Improvement	Average	Excellent	
6. Customer Service	Needs Improvement	Average	Excellent	
7. Problem Solving	Needs Improvement	Average	Excellent	
8. Time Management	Needs Improvement	Average	Excellent	
9. Teamwork	Needs Improvement	Average	Excellent	
10. Critical Thinking	Needs Improvement	Average	Excellent	
SECTION 4: OCCUPATIONAL SKILLS				
Check the box for the participant's skill level since the last evaluation.				
Beginner – Requires extensive instruction, assistance, and corrections.				
Intermediate – Performs duties with some instruction, assistance, and corrections.				
Skilled – Performs duties with almost no instruction, assistance, and corrections.				
SKILL	RATING			
1.	Beginner	Intermediate	Skilled	
2.	Beginner	Intermediate	Skilled	
3.	Beginner	Intermediate	Skilled	
4.	Beginner	Intermediate	Skilled	
5.	Beginner	Intermediate	Skilled	



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CALIFORNIA

6.	Beginner	Intermediate	Skilled
7.	Beginner	Intermediate	Skilled
8.	Beginner	Intermediate	Skilled
9.	Beginner	Intermediate	Skilled
10.	Beginner	Intermediate	Skilled

SECTION 5: COMMENTS

--

SECTION 5: SIGNATURES

Employer Signature:	Date:
Employer Name:	Title:
BSU Signature :	Date:
BSU Name:	Title :



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WORK EXPERIENCE MODIFICATION/EXTENSION REQUEST

Section I: Basic Information

Participant Name: WIOA Application No.:
 WEX Position: WEX Site:
 WEX Start Date: WEX End Date:
 Case Manager:
 Total hours completed prior to modification/extension request:

Section II: Modification/Extension Information

Modification	Extension
Schedule*:	Proposed extension end date:
Assignment:	Schedule change required: Yes* No

*If schedule modification is required, please complete Section III

Does this extension/modification exceed WEX maximum hours?	Yes	No
Does this WEX extension/modification exceed maximum wage allotment?	Yes	No
Does this WEX extension/modification exceed your WEX budget?	Yes	No

Provide summary of the modification needed (Modification) or a list of the skills from the WEX Agreement that need additional training/development (Extension):

Section III: Schedule Information

Sunday	Monday
Tuesday	Wednesday
Thursday	Friday
Saturday	

Note that modifications/extensions cannot take effect until all parties have signed the Modification Form via DocuSign. Request should be submitted to BSU at least 7 business days prior to the WEX end date.

Service Provider Signature Date



Performance Improvement Plan

This form is to document any workplace issues that participants experience during a Work Experience. Please complete all sections and return to your Business Solutions point of contact.

Name of Participant	
Job Title	
Supervisor	

Area of Concern:

Identify the issue that is currently being experienced. Provide as much detail as possible.

--

Feedback Given:

Identify if the issue has been addressed with the participant. Detail the conversation that was had with the participant and what feedback was provided. Provide as much detail as possible.

--

Expected Improvement:

Detail how you will assess the participant's improvement in the Area of Concern.

--

Additional Comments:

For example, additional training required, or coaching Case Managers can provide.

--

Supervisor Signature: _____ Date: _____



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Work Experience Termination Request Form

BASIC INFORMATION		
Participant Name:		WEX Position:
Company:		Supervisor Name:
Phone:		Email:
REASON FOR TERMINATION		
Fraud/Dishonesty	Under the Influence	Misuse/Abuse of Property
Inappropriate Internet Usage	Fighting/Abusive Language	Refusal to Participate*
Theft	Disruptive Behavior/Attitude*	Absenteeism/Tardiness*
Repeated Inappropriate Attire*	Other*	*Please complete the next section
Detail the reason for the termination (Please be specific):		
What will be the participant's last day? (48-hour advanced notice preferred)		
ADDITIONAL DETAILS		
Were Performance Improvement Plans provided to Business Solutions?		Yes No
If yes, what dates?		
If no, why?		
Were conversations held with the participant to discuss the above issues?		Yes No
If yes, what dates?		
If no, why?		
Were the above issues documented in the participant's timecard evaluations?		Yes No
If yes, what dates?		
If no, why?		
What kind of training was provided to the participant in regard to the above issues? Please be specific.		
Signature		Date



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WORK EXPERIENCE MODIFICATION

PARTICIPANT AND WORKSITE INFORMATION			
Participant Name			
CalJOBS Application No.			
Service Provider			
Worksite Name			
Supervisor/Title			
Contact			
Worksite Address			
Current Start Date	Current End Date	Current Weekly Hours	Current Position/Title
New Start Date	New End Date	New Weekly Hours	New Position/Title
Modification Effective:	MODIFICATION	EXTENSION	TERMINATION
REASON FOR MODIFICATION/ EXTENSION/ TERMINATION			

By signing this form, the undersigned certify that the information reflected herein is in accordance with all Federal, State, and local policies and as required by appropriate laws. The terms of the Worksite Agreement shall not be waived, altered, modified, supplemented, or amended except by written modifications listed in this WEX Modification Form after signatures from all parties have been obtained.

Print Name of Authorized Signer for Worksite

Authorized Signer for Worksite Signature and Date

Print Name of Service Provider Site Manager

Service Provider Site Manager Signature and Date

Print Name of County of Orange Representative

County of Orange Representative Signature and Date

Print Name of Employer of Record

Employer of Record Signature and Date

Print Name of Participant

Participant Signature and Date



CANDIDATE REFERRAL

Basic Information

Company Name Point of Contact

Email Phone

Candidate Name

Candidate Email Candidate Phone

What program are they being referred for?

OJT

WEX

Apprenticeship

General Services

If an OJT or WEX, what position are they being referred for?

Certifications

Is the candidate a family member of any current employee? Yes No

If yes, provide the title of the employee and the familial relationship.

Is the candidate currently employed with your company? Yes No

Has the candidate been employed with your company previously? Yes No

Has the candidate received an offer letter for the above position? Yes No

I understand that referring an individual for WIOA services does not guarantee their eligibility for enrollment. All referrals must undergo a comprehensive eligibility determination process in accordance with WIOA guidelines and program requirements. Eligibility is based on multiple factors, including but not limited to income, employment status, and right-to-work documentation. Final determination of eligibility will be made by authorized program staff upon completion of the intake and assessment process.

I certify that the information above is correct.

Signature Date

Name Title



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CALIFORNIA**OC WORKFORCE SOLUTIONS HIRING PROGRAM POSITION APPLICATION**

Work Experience

On-the-Job Training

Apprenticeship

SECTION 1: BUSINESS INFORMATION

Business Name:

Worksite Address:

City:

State:

Zip:

Position Supervisor

Title:

Email:

Phone:

SECTION 2: POSITION INFORMATION

Position Title:

Rate of Pay:

Full-Time

Part-Time

Number of Hours Per Week:

Does this position have an age requirement?

Yes

No

Reason for age requirement

What are the business hours of operation?

What is the preferred schedule for this position?

Does this role typically receive benefits?

Yes

No

Please detail benefits provided, including when they are made available.

Does this position include tips, commissions, piecework, or incentives?

Yes

No

Is this role typically filled by "independent contractors?"

Yes

No

Is this position open to Second Chance candidates?

Yes

No

Does this role require a clear background check?*

Yes

No

Does this role require a clean drug test?*

Yes

No

*Background checks and drug tests are the responsibility of the business to coordinate and pay for.

Does this position require a specific uniform or dress code?

Yes

No

If yes, please detail:

SECTION 3: REQUIREMENTS (INCLUDING EDUCATION AND PHYSICAL)



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SECTION 4: DUTIES

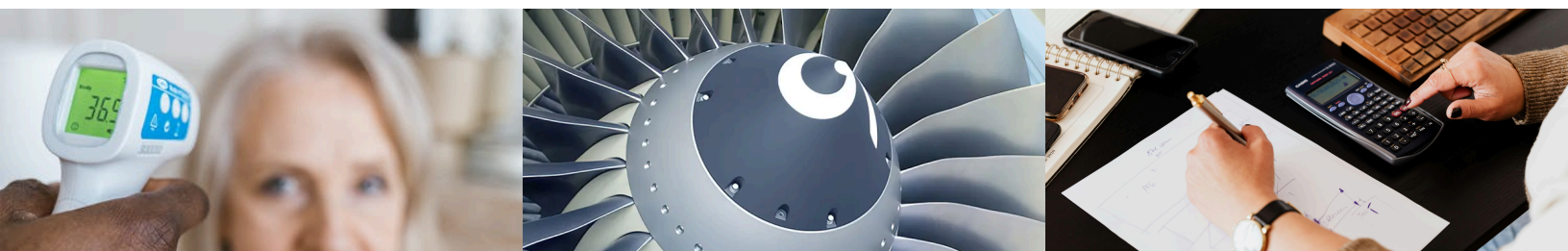
SECTION 5: SIGNATURES

Employer Signature:	Date:
Employer Name:	Title:
The position is Approved Denied for WEX OJT Apprenticeship	
BSU Coordinator:	Date:
BSU Hiring Manager:	Date:
BSU Program Manager:	Date:



Multi-Industry HIRING EVENT

CONNECT WITH YOUR FUTURE EMPLOYER!



Dress to impress, bring copies of your resume, and interact with hiring managers on the spot!

Participating Employers

- GKN Aerospace
- California Department of Tax and Fee Administration
- Brothers That Do Gutters
- OneWell Healthcare

The views, information, or opinions expressed by the organization(s) mentioned are solely those of the individuals involved and do not necessarily represent those of the County of Orange and its employees.

WEDNESDAY, JANUARY 28, 2026

10 AM - 1 PM

OC WORKFORCE SOLUTIONS CENTER

**675 PLACENTIA AVE, 3RD FLOOR
BREA, CA 92821**

Free registration and participation.
Walk-ins are welcome.



**Scan the QR code to learn more and register,
or visit bit.ly/OCWFSHiringEvent**

#OCWORKSTOGETHER

For questions, call the Orange County Workforce Solutions Center at
(866) 500-6587 or email info@ocworkforcesolutions.com.

 **Community Services**

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This WIOA Title I financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. If you need special assistance to participate in this program, please call 714-480-6500. TDD/TTY users, please call the California Relay Service at (800) 735-2922 or 711. Please call 48 hours in advance to allow reasonable arrangements to be made to ensure accessibility to this program.



ORANGE COUNTY
WOMEN'S BUSINESS CENTER

Business Accelerator: From Idea to Launch



February 4, 11, 18, & 25, 2026 | 2:30 p.m. – 4 p.m.

Business Accelerator: From Idea to Business

Launch is a 4-part business accelerator series, designed to educate participants in planning, formation, and preparation to launch their small business / microbusiness.

At the end of the program, attendees will have the knowledge to get their business up and running.



REGISTER TODAY!

Course Outline:

Wednesday, Feb 4

Ideation, Planning,
Entrepreneurship
Mindset

Wednesday, Feb 11

Market Research,
Business Formation

Wednesday, Feb 18

Financial Planning,
Projections,
Revenue Streams

Wednesday, Feb 25

Branding, Marketing,
Building your Presence



In Person at OC Workforce Solutions
675 Placentia Ave. Ste 330, Brea, CA 92821

HOSTED BY:

**Cal State
Fullerton**

IN COLLABORATION WITH:



OC | WORKFORCE
SOLUTIONS



Funded in part through a Cooperative Agreement with the U.S. Small Business Administration. Funding is not an endorsement of any product, opinion, or service. All programs are extended to the public on a nondiscriminatory basis. Funded in part through a Grant with the Governor's Office of Business and Economic Development. All opinions, conclusions, and/or recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the Governor's Office of Business and Economic Development.





DONALD P. WAGNER

OC bos3.oc.gov



ATTENTION JOB SEEKERS!

THE COUNTY OF ORANGE, IN PARTNERSHIP WITH THIRD DISTRICT SUPERVISOR DONALD P. WAGNER, THE CITY OF LAKE FOREST, AND LAKE FOREST CHAMBER OF COMMERCE, INVITE YOU TO ATTEND A

CAREER FAIR



FEBRUARY 5, 2026 • 10 AM - 1 PM
LAKE FOREST COMMUNITY CENTER
 100 Civic Center Dr., Lake Forest

Looking for quality employment?

- Connect with top businesses
- Submit resumes directly
- Interview on the spot
- Streamline the job hunt

Free registration and parking.



Register by scanning the QR code or visit
bit.ly/2026CareerFairLF

QUESTIONS? Contact (866) 500-6587 or info@ocworkforcesolutions.com



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The County of Orange, in partnership with First 5 Orange County and OCWDB, invites you to attend the

CHILD CARE HIRING AND RESOURCE EVENTS



Dress to impress, bring copies of your resume, and interact with hiring managers on the spot! Free registration and participation. Walk-ins are welcome.

THURSDAY, JANUARY 15, 2026

10 AM - 1 PM

OC WORKFORCE SOLUTIONS CENTER

28202 CABOT RD., STE 160

LAGUNA NIGUEL, CA 92677

WEDNESDAY, FEBRUARY 25, 2026

1 PM - 4 PM

OC WORKFORCE SOLUTIONS CENTER

675 PLACENTIA AVE., STE. 300

BREA, CA 92821

The views, information, or opinions expressed by the organization(s) mentioned are solely those of the individuals involved and do not necessarily represent those of the County of Orange and its employees.



Scan the QR code to learn more and register, or visits bit.ly/OCWFSHiringEvent

For questions, contact Orange County Workforce Solutions at (866) 500-6587 or info@ocworkforcesolutions.com.



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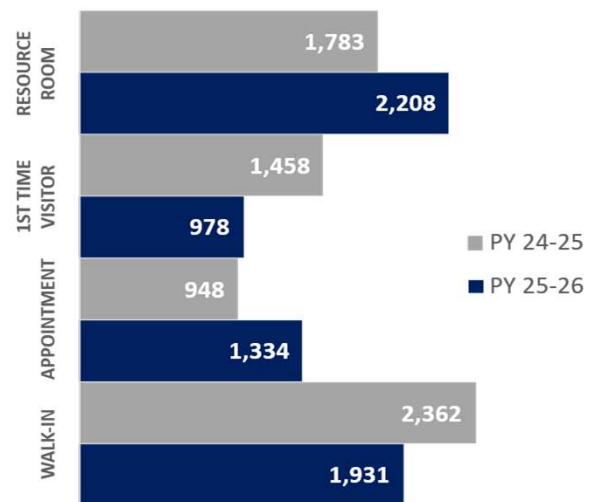
Connecting job seekers and businesses to no-cost services.

PERFORMANCE DASHBOARD FOR PY 25-26 Q2 (OCT-DEC)

CENTER STATS

5,221 VISITORS TO CENTERS

CENTER	Q2 PY 24-25	Q2 PY 25-26
BREA VISITORS	3,603	3,514
LAGUNA NIGUEL VISITORS	1,827	1,707
CENTER CALLS	2,053	1,935



BUSINESS SERVICES

Q2 (OCT-DEC) PY 24-25

Q2 (OCT-DEC) PY 25-26

Events	Employers	Jobseekers	# of Events	Employers	Jobseekers	# of Events
Hiring Events	63	374	13	30	195	3
Career Fair	160	583	1	152	1,074	2
WARN Notices	15	1,209	12 RROs	11	1,171	7 RROs
WEX Sites	64	34		55	25	
OJT	3	2		8	1	
IWT	2	10		0	0	
TOTAL	307	2,212	14	256	2,463	5

PROGRAM ENROLLMENTS

