

# Attachment 27: Internship, OJT Work Experience Youth



**EASTERN JACKSON COUNTY  
WORKFORCE DEVELOPMENT BOARD**



Serving Eastern Jackson County Mo. including:  
Independence, Blue Springs, Lee's Summit, Grandview, Raytown,  
Sugar Creek, Buckner, Grain Valley, Oak Grove, Lone Jack, and other municipalities.

The Full Employment Council, Inc. (FEC) is the fiscal  
agent and workforce support organization for the  
Eastern Jackson County Workforce Development Board.

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**Workforce Innovation and Opportunity Act (WIOA) Policy**

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**OCCUPATIONAL SKILL TRAINING, WORK EXPERIENCE, ON-THE-JOB  
TRAINING, AND INTERNSHIPS FOR YOUTH**

**POLICY NUMBER: 2024-1**

**EFFECTIVE DATE: 04-22-2024**

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**APPROVED BY**

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Clyde McQueen, President/CEO  
Managing Entity/Fiscal Agent  
East Jackson County Workforce Development Board

**INQUIRIES**

Questions about this issuance should be addressed by email to Andrea Robins, Sr. Director of Planning, Compliance and Management Systems at [arobins@feckc.org](mailto:arobins@feckc.org), who shall disseminate the agency response after consultation with Workforce Development Board staff.

**PURPOSE**

The purpose of this issuance is to establish the procedures for Youth Classroom Occupational Skill Training, On-The-Job Training and Work Experience for Youth. This policy is replacing Issuance 2017-017, Mod 2, Classroom Occupational Skill Training, On-The-Job Training and Work Experiences for Youth.

**BACKGROUND**

This Issuance is based upon Missouri Office of Workforce Development (OWD) Issuance No. 13-2021, "Workforce Innovation and Opportunity (WIOA) Work Experiences for Youth Participants."

**POLICY NUMBER: 2024-01**

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**Attachment A:** Missouri Office of Workforce Development Issuance No. 13-2021, Workforce Innovation and Opportunity Act (WIOA) Work Experiences for Youth Participants

**Attachment B:** 07-2023, Change 1: Statewide On-the-Job Training Policy and Guidelines

**Attachment C:** Forms

<p><b>I. YOUTH TRAINING ALLOWABLE EXPENDITURE AMOUNTS AND DURATION OF WORK EXPERIENCES</b></p>
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The chart below provides an overview of the allowable amounts and time periods for the various program activities.

<b>Program Activity</b>	<b>Amount</b>	<b>Time Period</b>
On-the-Job Training	May pay up to \$4,000.00. May exceed \$4,000.00 with Manager's, Officers' and President's/designee approval	Minimum 4 weeks or 160 hours. Maximum time period may not exceed 1,040 hours. OJT's may not exceed the occupational SVP maximum weeks of training.
Work Experiences	May pay up to \$4,000.00; May only exceed \$4,000.00 with Manager's and President's/Designee approval	Minimum 4 weeks or 160 hrs.; May not exceed 400 hours; If additional is needed it must be approved by President/designee and may be extended by 300 hours
Internship	May pay up to \$4,000.00	Minimum 4 weeks or 160 hrs. (Internship/pre-apprenticeships); May not exceed 400 hours; May exceed \$4,000.00 with Manager's, Officers', and President's/designee approval

Prior to receipt of Work Experience, On-the-Job Training, or Internship:

- Employer pre-award review
- Objective Assessment
- Employment Plan (EP)/Individual Service Strategy (ISS)
- Worksite Agreement
- E-Verify within three days of start date
- Detailed training plan which outlines participant's job duties on the worksite and the skills to be learned. The training plan must document both the academic and occupational components.
- FEC has a standardize worksite agreement and training plan and requires that FEC's form be used (this form conforms to the current OWD form).
- A case note is required with the start date, the wage, estimated hours for the participant to successfully complete, and skills to be learned.

**Supportive Services:** Youth who participate in OJT/work experience/internship may be eligible for support services such as work-related clothing, tools, and equipment and transportation for up to 30 days during the Youth's first month of employment. Issuance No. 2017-018, Modification 3, Supportive Services, Post-Employment and Payments for Outcomes

for WIOA Youth, provides additional information on support services available to Youth. Support services provided will be based upon the needs of the Youth and must be documented in the Youth's Individual Service Strategy, *MOJOBS code 413*, *MOJOBS code 412* and youth must have a WIOA service open.

## II. YOUTH CLASSROOM OCCUPATIONAL SKILL TRAINING (*MOJOBS 400 code*)

**YOUTH:** Classroom occupational skill training may be provided to out-of-school youth ages 16 through 24, or in-school youth who graduate from high school prior to the end of the school year.

**1. Recommendation of Youth for Occupational Skill Training:** Prior to receipt of occupational skill training:

- Youth must have already attended orientation,
- completed the FA eligibility session,
- registered in [www.jobs.mo.gov](http://www.jobs.mo.gov),
- completed the WorkKeys or Career Ready 101 assessment,
- completed the O\*Net Profiler, and
- completed an *Individual Service Strategy Plan (ISS-MOJOBS code 413 and code 412)*.

The Enrollment Committee must approve the enrollment of the Youth prior to the Youth starting classroom occupational skill training.

*Classroom Occupational Skill Training* must be full time (as defined by the school); DESE approved; and must lead to a certificate (credential). The length of the Classroom Occupational Skill Training may exceed 12 months if the training is in a demand occupation as identified by the Missouri Economic Research and Information Center (MERIC) and is approved by the President/CEO or designee.

**2. Tests and Forms:** Applicants will be required to complete the following forms and tests:

- MOJOBS Individual Service Strategy (ISS)
- Minimum TABE Test Scores:
- In-School Youth (High School) interested in funding for post-secondary education, will be administered the TABE (full battery Reading, Language and Math), after high school graduation, and must score at the 9th grade level in reading, language and math to apply for post-secondary education scholarship or supply copy of ACT score of 19 or higher.
- In-School Youth (Post Secondary) interested in funding for post-secondary education, will be administered the TABE (full battery Reading, Math and Language) and must score at the 9th grade level in reading and math to apply for post-secondary education scholarship.
- Out-of-School Youth with a High School diploma/HISET), who are not basic skills deficient based on the TABE (full battery Reading, Math, and Language), must test at the 9th grade level to apply for the post-secondary education scholarship.

- Out-of-School Youth with a High School diploma/HISET, who are basic skills deficient based on the TABE (full battery Reading, Math and Language), must increase their functioning level to a 9th grade level prior to approval for funding for post-secondary education.
- Out-of-School Youth without a High School diploma or HISET certificate, who are not basic skills deficient based on the TABE (full battery Reading, Math and Language), must score at the 11th grade level on the reading and math tests and attending ABE/HISET training concurrent with their enrollment in classroom training.
- Out-of-School Youth without a High School diploma or HISET certificate, who are basic skills deficient based on the TABE, must increase their educational functioning to the 11th grade level, prior to approval for post-secondary classroom training AND attending ABE/HISET training concurrent with their enrollment in classroom training.
- Youth who do not meet the minimum requirements as listed above will enroll in on-site Skill Enhancement Workshop (Career Ready 101), for a minimum of 32 hours, and until attaining the 9th grade level in reading and math on the TABE full battery or will be referred to appropriate external literacy and/or basic skill enhancement services and resources.

3. **Approved Training Providers:** The Career Development Executive (CDE) will provide an orientation to the on the requirements for participation in classroom occupational skill training. The web site for approved training providers – [www.jobs.mo.gov](http://www.jobs.mo.gov) – should be shared with the Youth as well as the **labor** market information regarding occupational demand so that the Youth can research eligible training providers and make an informed choice.

Training providers may be out of the region of the Workforce Development Board as well as located outside of the State of Missouri as long as:

- the provider and training program are indicated as eligible the Missouri’s Eligible Training Provider System, and
- there is a reciprocal agreement between Missouri and the other State that each will accept the training facilities of the other, per CFR 29, 680.520.

4. **Forms.** Upon approval of the training by the Manager, the CDE will prepare a Classroom Occupational Skill Training Enrollment Packet comprised of the following documents, so that it can be submitted to Fiscal Department at least five (5) days prior to the training start date to verify the availability of funding:

- ETO Individual Training Account Touchpoint
- O-4 Release of Information Form
- [www.jobs.mo.gov](http://www.jobs.mo.gov) ETPS print out
- Seeker Closure screen or Enrollment Screens (must document activity)
- Case note documenting name of training, start date and anticipated end date
- Statement of Account/Bill
- On-the-Job Training Obligation and De-obligation ETO Touchpoint (*CDE completes*)

**5. Monitoring Youth Progress:** The CDE will obtain copy of mid-term grades and final grades at the end of each semester. Additional funds should not be obligated without review of progress.

**6. Maximum Dollar Amount:** The *maximum* dollar amount to be paid from WIOA for classroom occupational skill training is \$4,000. This amount is subject to budget availability, is NOT an entitlement, and will vary dependent upon training area. This amount may be increased above \$3,500 by obtaining the written approval of the Manager, Officers' and President/CEO or designee. The request for approval to exceed the maximum training amount shall include a statement as to the need for additional funding and must be submitted prior to the start of training.

**7. PELL Grant:** Youth recommended for enrollment in classroom occupational skill training must first apply for a PELL grant or other types of financial aid. Upon receipt of the PELL grant these funds must be used prior to FEC funds. Counselor must obtain Pell grant award letter. *Receipt of PELL grant funds shall be noted in the Comment Section of the FEC-ITA.*

### **III. WORK EXPERIENCE (*MOJOBS code 425*) AND INTERNSHIP (*MOJOBS code 427*)**

In a Youth's Work Experience, the Work Experience is not a stand-alone activity, but must be delivered in conjunction with an academic and occupational educational component. FEC will expend a minimum of twenty percent (20%) of Youth program funding on Work Experience. Under WIOA, work experiences may include any of (1.) pre-apprenticeship programs (433), (2.) On-the-Job Training (428), (3.) Internships (427) and Job-Shadowing, or (4.) Work Experiences (425) available throughout the year, including summer employment.

The academic and occupational educational component must be identified in the Individual Employment Plan and Training Plan prior to the participant starting the Work Experience. The educational component includes information necessary to understand and work in specific industries and/or occupations.

Examples:

1. Retail Salespersons may require the following occupational skills to be learned: greet customers; recommend, select, and help locate merchandise; compute sales prices; stock shelves. The academic skills to be learned: learn marketing strategies, learn to count change, gain knowledge on the products.
2. A stocker may require the following occupational skills to be learned: complete order receipts; obtain merchandise from bins or shelves; read orders to determine size, color, or quantity; place items on shelves. The academic skills to be learned; understanding first-in, first-out (FIFO); understanding current customer's base; learning Microsoft office; learning how to lift items properly; understanding quality standards.

Work experiences, including summer employment opportunities, are available throughout the program year. Workforce Development Staff should always seek to place Youth participants in a work experience opportunity that addresses their career interests or supports the career pathway documented in the Youth's EP/ISs. It is important to note, however, there may be instances where this is not possible, or it is a Youth's initial venture into the labor force. In those circumstances Workforce Development Staff may find it necessary and practical to place the Youth at a worksite where the participant would not only secure work experience while earning wages, but also facilitate the development of job readiness skills that are fundamental to success in the workplace. In these instances, staff must document why it is not possible to secure a work experience within the desired career pathway. Work Experience is available to in-school youth who are juniors and seniors in high school and to out-of-school youth ages 16 through 24.

**A. The Work Experience/Internship:**

The work experience may be with private, public and/or not for profit companies with work experience having no intent to hire and internship having an intent to hire.

**B. Employer Eligibility Requirements:**

To be eligible to participate in sponsored work experiences, an employer must have been in business for a minimum of twelve (12) consecutive months. This restriction applies across FEC programs and funding sources. It is the responsibility of the WDE to determine and document that the employer meets this eligibility requirement.

Employers who are participating in sponsored work-based training (on-the-job training or work experiences) for the first time may not train more than two (2) participants concurrently, regardless of the program in which they are enrolled, or the funding source being used. Once the employer has successfully completed two work-based training activities, the employer is eligible to participate in additional work-based training activities and there is no maximum on the number of participants that may be trained at the employer.

It is the responsibility of the WDE to determine and document the eligibility of the employer.

Employers are required to:

- Meet the requirements for the company to receive funding from the WIOA or the respective funding source
- Offer training in high demand occupations consistent with the Local Plan and meet other requirements such as offering quality training, a reliable pathway to employment for On-the-Job training and meeting other requirements for work-based training
- Be a business that is e-verified

**Hours:** The maximum number of hours for a work experience is 400 hours; the minimum hours for a work experience is 160. A work Experience may be extended up to 300 additional



hours. Proper documentation of the need of the additional hours with an updated agreement and training plan are required. This documentation must be based on the participant's need to learn additional skills at the same worksite. Variances from the normal time periods require the approval of the President/CEO or designee. *Weekly hours may not exceed 40 hours since Youth will not be paid for overtime.* The work experience hours and wage rate should be negotiated with the employer based on the needs of the Youth. Internships and OJT's wage rates are based off the position. If a Youth works more than 6 hours per day the Youth must take a minimum of a half hour *unpaid* lunch break.

1. Part-time Work Experience: Youth, who are concurrently working on their HISET, may be placed in part-time work experience with the approval of their case manager and manager.

2. Internship: Internships are planned, learned experiences that are designed to be conducted in the workplace for a specific period. WIOA Youth can be placed at an internship site in the private, non-profit, and public sector. The Internship can be a paid or unpaid Work Experience. With an internship, participants are exposed to a work environment, have an opportunity to develop occupational skills, and increase their future employability. Internships allow WIOA Youth to utilize their academic experience in the work environment and prepare themselves for entry-level positions within a specific career pathway. A Training Plan for an Internship must be developed and agreed upon by the participant, employer, and career counselor. Internships must be designed for a participant based on an identified career and occupational goal as defined in the Youth's EP/ISS. While securing employment following the completion of the internship is desirable, it is not a requirement. Internships should target Youth participants that are enrolled in secondary or post-secondary schools or are recent secondary and post-secondary graduates. Internships are paid at the rate of the position with the company.

3. Pre-Apprenticeship Program: Pre-Apprenticeship is defined as a program that includes a set of strategies developed to prepare individuals to enter a Registered Apprenticeship program and has a documented partnership with at least one Registered Apprenticeship program. They include:

- Training provided to participants based on a curriculum that is consistent with and supported by industry standards and endorsed by the Registered Apprenticeship partner(s). The curriculum is designed to prepare Youth participants to enter one or more registered apprenticeship(s) programs.
- Participants are provided with Supportive Services to increase the likelihood of Pre-Apprenticeships completion.
- Advocates for the utilization of Pre-Apprenticeship(s) programs and Registered Apprenticeship(s) partners as a mechanism for outreach and to develop a more skilled labor force.
- Training provided to participants that emulates real-life occupational conditions that meets the standards of the Registered Apprenticeship(s) partner and meets federal and industry supervision and safety requirements. However, this training must not displace any paid employee.

### **C. Case Management and Documentation:**

The following must be completed and documented prior to the start date of the youth work experience:

- Worksite agreement and EEO form
- Objective Assessment (413)
- Employment Plan (IEP)/Individual Service Strategy (ISS) (413)
- Worksite Agreement
- E-Verify within three business days of the individual's hire/start date
- Detailed Training Plan, which outlines participant's job duties on the worksite and the skills to be learned. The training plan must document both the academic and occupational components.
  - Case note documenting the start date, wage, estimated hours for the participant to still successfully complete, and skills to be learned.
- Workforce Development staff must collect timesheets to verify hours worked. All timesheets are to be verified by the worksite supervisor to ensure the participant has recorded his/her time correctly and will require the worksite supervisor's signature.
- Workforce Development staff will enter a case note documenting hours worked and upload a copy to MoJobs.

On-going case management must continue during the duration of the work experiences. Staff are to ensure they are following up with participants and employers to ensure a successful Work Experience.

### **D. Obligations include the following:**

- Obligation and De-obligation approval form
- O-25 -Work Experience Agreement
- Occupational Skills Training Agreement
- W-4 Form (Federal)
- W-4 Form (State)
- I-9 Form with supporting (2) documents
- MoJobs activities with projected start dates and Apricot Activity form
- Case Note documenting name and training start date and participation in the subsidized activity or work experience.
- E-Verify case verification report – must be completed within three (3) business days of the individual's hire/start date
- Worksite Agreement
- Employer signed Form – EO-5

**E. Maximum Dollar Amount:** The maximum dollar amount to be paid for work experience is \$4,000.00. This amount is subject to budget availability, is NOT an entitlement, and will vary dependent upon the training area. This amount may be increased above \$4,000.00 by obtaining the written approval of the Manager, Officers' and President/CEO or designee. The request for approval to exceed the maximum training amount shall include a statement as to the need for additional funding and must be submitted prior to the start of training. The amount of the OJT should not be communicated with the employer prior to approval of the OJT

Obligation form.

**F. Worksite Monitoring:** The WDE will perform on-site monitoring of Youth monthly at the intervals of mid-point and end point of the participants' activities. A case note summarizing the Worksite Monitoring Report must be entered monthly by WDE in MOJOBS real time.

**Contractors:** Full-Service Contractors shall provide supportive services directly for their customers but must follow Workforce Development Board approved procedures as outlined in this Issuance.

**G. Activity Codes:** WIOA youth approved for training activities by the Quality Review Committee must have the following MOJOBS activity codes:

<u>Code</u>	<u>Activity</u>
412	Objective assessment
413	Individual Services Strategy
436	Labor Market Information (LMI)

Additional WIOA activity codes must be entered in MOJOBS as additional WIOA services are provided to WIOA youth. The reader is referred to Division of Workforce Development Issuance No. 13-2019, Workforce Innovation and Opportunity Act (WIOA) Youth Program Framework and Design (Attachment A).

**H. Contractor Referral of Customers for Work Experience:** Full-Service Contractors should develop work experiences directly for their customers rather than referring the customers to the Full Employment Council but must follow Workforce Development Board approved procedures as outlined in this Issuance.

#### **IV. YOUTH ON-THE-JOB TRAINING (*MOJOBS code 428*)**

On-the-job is a Work Experience that consists of occupational training provided to a participant through a contract with an employer. The employer receives reimbursement for the costs associated with the training and supervision of the employee.

On-the-job training may be provided only to youth ages 18 and older.

The maximum length of the OJT must be based on the SVP level of the occupation; the duration of the training does not determine the SVP level. The chart below illustrates the maximum allowable length of OJT based on the SVP Level. Although it is possible for an OJT to be of a shorter duration than the maximum length, the OJT cannot exceed the duration listed in the chart.

If the SVP Level is above 4 (4 and over), the actual SVP level should be entered on all forms that request an SVP level. In these cases, however, the training still cannot exceed the maximum duration of 1,040 hours.

<b>SVP Level</b>	<b>Maximum Duration of OJT</b>
1	Short demonstration only
2	Up to 1 month
3	Up to 3 months
4 and over	Up to 6 months = 1,040 maximum hours of training

Individuals in OJT shall be compensated at the same rates, including periodic increases, as trainees or employees who are similarly employed in similar occupations by the same employer; and, who have similar training, experience, and skills. Such rates shall be in accordance with applicable law, but in no event, less than the higher of the rate specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) or the applicable state or local minimum wage.

**A. Provisions for On-the-Job Training:**

1. OJT agreements may be entered into with Registered Apprenticeship program sponsors or participating employers in Registered Apprenticeship programs of the OJT portion of such programs. Depending upon the duration of the Registered Apprenticeship, funds may cover some or all the Registered Apprenticeship.
2. The industry sector and occupation shall be in high demand as defined by the Workforce Development Board.
3. The occupation shall have a grade of A or A+ in the 2014-2024 Missouri Economic Research and Information Center (MERIC) outlook projections for the Kansas City region.
4. Other factors include the number of employees participating, wage and benefit levels and relation of the training to the competitiveness of the participant.
5. There is no State requirement for the establishment of due process procedures pertaining to testing for controlled substances.
6. Updated forms shall be used, as noted below:
  - a. OJT Program Agreement FEC Form O15
  - b. OJT Outline and Job Description
  - c. OJT Supplemental Agreement FEC Form O50
  - d. OJT Eligibility Notification FEC Form O15A
  - e. OJT Monitoring Report FEC Form O51 (Employer)
  - f. OJT Monitoring Report (FEC Worksite Monitoring Report (Participant)
  - g. OJT Monthly Invoice FEC Form O51A

**B. Training Overview and Documentation of Need:** The Career Development Executive (CDE) or Skills Team member will review the Employment Plan with the customer and document the need for on-the-job training and indicate that the customer has a reasonable expectation of completing the OJT. The Workforce Development Executive will provide the customer a general orientation to training services including a description of the requirements for participation in OJT.

**C. Employer Eligibility and Position Requirements:** Additionally, it is required that:

- A review is conducted to verify that the employer is not relocating,
- There is documentation of a Skills Gap Analysis that justifies federal OJT funds,
- Variance in the Training Plan's start and end dates requires a Supplemental Agreement,
- The Training Plan and the participant's Employment Plan in the case management system document short-term and long-term goals and identifies the skills gap between the participant's skills and the occupational skill requirements.
- The employer is not in layoff status and has not laid off employees for the past year,
- The training does not displace current employees,
- The company must have regulations that address safety and health issues,
- Appropriate supervision and training is provided for all participants,
- The position must not be seasonal employment,
- The employer must pay its wages and benefits and must be appropriate based on O\*NET State and National Wage Tables,
- The position must be a full-time position, defined as 32 or more hours per week,
- Training must not impair any existing contracts for services or collective bargaining agreements,
- Training Agreements cannot be for temporary or intermittent employment, or for employment in an occupation for a fee,
- Participants cannot be employed in the construction, operation, or maintenance of a facility primarily devoted to sectarian instruction or religious worship,
- Employer has signed EEO and the complaint and Grievance forms.
- Employers who are participating in sponsored OJT activities for the first time may not train more than two (2) clients concurrently, regardless of the program in which they are enrolled, or the funding source being used. Once the employer has successfully completed two OJTs, the employer is eligible to participate in additional OJT activities and there is no maximum on the number of customers that may be trained at the employer. It is the responsibility of the WDE to determine and document the eligibility of the employer.

**D. Contractors:** Full Service Contractors shall directly enroll customers for training services, including on-the-job training and classroom occupational skill training but must follow Workforce Development Board approved procedures as outlined in this Issuance. Contractors who provide support services directly for their customers must follow approved procedures as outlined in this Issuance.

**E. Measurable Skill Gains:** Measurable Skill Gains that occur during the customer's program will be entered and case noted into MOJOBS by the counselor or provider attaining the information. The reader is referred to Issuance No. 2017-007, Measurable Skill Gains, for more information regarding this measure. Measurable Skill Gains must be uploaded into MOJOBS.

**Contractors: Full-Service Contractors** shall provide supportive services directly for their customers but must follow approved procedures as outlined in this Issuance.

#### **F. Employer Agreement**

- WDE will submit a copy of the completed Employer Agreement packet to the Fiscal Department.
- The Fiscal Department will record the employer and notify the Fiscal Department to generate a Vendor ID.
- Only employers and vendors have Vendor IDs.
- For employers without Employer Agreement packets, WDE will email employer address and contact information to MIS to be entered into the database.
- MIS will notify the Fiscal Department to generate a Vendor ID.

#### **G. Worksite Monitoring**

During training, the WDE will complete at least monthly the OJT *Worksite Monitoring Reports*, and submit to MIS for participant's file and uploaded in MOJOBS to document Measurable Skill Gains. Worksite monitoring will occur every two weeks. A case note summarizing the OJT Worksite Monitoring Report must be entered by WDE in MOJOBS real time. The monitoring will include participant training and corresponding employer payroll records if we are reimbursing. Monitoring should be performed whether or not reimbursement occurs. WDE will record OJT worksite monitoring in MOJOBS. The MIS Department will be notified to print and file in participant file.

Attainment of skills documented in the training plan must be notated in the case notes, and the Worksite Monitoring Report. WDE enters case note after the last day of training and upon the first day of unsubsidized employment, Business Team member completes a verification form and final monitoring report, and delivers it to a Skills Team member.

#### **H. Recording Results of On-the-Job Training Activities in MOJOBS**

It is important to select the correct OJT Training Service outcome because the outcome will effect Performance Measures on the local and state level. Only the following codes may be used:

- Successful completion; or
- Unsuccessful completion

Attachment A

Missouri Division of Workforce Development Issuance  
No. 13-2021



Missouri Department of Higher Education and Workforce Development

# OWD Issuance 13-2021

Release Number—Program Year

**Release Date:**  
November 19, 2021

**Effective Date:**  
November 19, 2021

**Expiration Date:**  
Continuous, until further notice

**SUBJECT:** Workforce Innovation and Opportunity Act (WIOA) Work Experiences for Youth Participants

**ATTACHMENTS:**

- (1) Attachment -Worksite Agreement
- (2) Attachment -Training Plan

*This Issuance is Official Policy of the Missouri Department of Higher Education and Workforce Development*

**ISSUING AUTHORITY:**

Mardy Leathers, DMgt  
Director  
Office of Workforce  
Development (OWD)

**THIS ISSUANCE MAY REQUIRE CREATION OR ALTERATION OF A CORRESPONDING LOCAL POLICY**

**KEYWORDS:**

Internship, Job Shadowing, OJT, Pre-apprenticeship, WIOA, Work Experience, Youth

**THIS ISSUANCE AFFECTS:**

- Missouri One-Stop Delivery System (MJs/AJs)
- WIOA Title I Local Areas/Local Boards/Local Plans
- WIOA Title I Performance/Accountability
- WIOA Title I One-Stop Delivery/Service Providers
- WIOA Youth Workforce Investment Activities
- WIOA Section 188 Nondiscrimination Issues
- WIOA Fiscal/Administrative Procedures
- State of Missouri Workforce System Procedures

**FOR THE ATTENTION OF:**

- One-Stop frontline staff
- Chief Elected Officials
- Local Fiscal Agents
- Local WDB Chairpersons
- Local WDB Directors
- One-Stop Operators
- One-Stop Functional Leaders
- Service Providers
- Local Quality Assurance Monitors

**RESCISSIONS:**

OWD Issuance 07-2019, "Workforce Innovation and Opportunity Act (WIOA) Work Experiences for Youth Participants"

**REFERENCES:**

Pub. L. 113-128 [[29 U.S.C. 3101, et seq.](#)].  
[TEGL 21-16](#), "Third Workforce Innovation and Opportunity Act (WIOA) Title I Youth Formula Program Guidance" March 2, 2017.

**SUMMARY:**

This Issuance is written to transmit the Office of Workforce Development's (OWD) Requirements on Work Experiences for WIOA Youth participants.

**BACKGROUND:**

WIOA places a priority on quality Work Experiences for Youth participants. Local Workforce Development Boards (WDB) should develop and place WIOA Youth in Work Experiences that support their chosen career pathways, and facilitate their transition into employment and industries that are in-demand. This policy supports that objective.



## **SUBSTANCE:**

With the goal of engaging WIOA Youth participants in meaningful work experiences, federal legislation requires Local Workforce Development Areas (LWDA) to utilize a minimum of 20 percent of their program funding for Work Experiences<sup>1</sup>. TEGLs 8-15 and 21-16 provide clarification on allowable expenditures that may be counted towards the work experience requirement.

The work experience must be a planned, structured learning experience that takes place in a workplace for a limited period of time that provides the youth participant with opportunities for career exploration and skill development. Work experiences may be provided virtually due to the rural nature of a local area or during times of a pandemic, if it is not possible to provide work experiences on a work site.

**WIOA requires both an academic and an occupational education component in a Youth's work experience.** The academic and occupational education component refers to the related learning that accompanies a work experience. It includes information necessary to understand and work in specific industries and/or occupations. For guidance on academic and occupational education components see <https://www.onetonline.org/>.

## Examples

1. A Retail Salespersons may require the following occupational skills to be learned: greet customers; recommend, select, and help locate merchandise; compute sales prices; stock shelves. The academic skills to be learned: learn marketing strategies, learn to count change, gain knowledge on the products.
2. A Stocker may require the following occupational skills to be learned: complete order receipts; obtain merchandise from bins or shelves; read orders to determine size, color, or quantity; place items on shelves. The academic skills to be learned: understanding first-in, first-out (FIFO); understanding current customer's base; learning Microsoft office; learning how to lift items properly; understanding quality standards.

WDBs must take steps to use work experiences that support the participant's education and career goals as identified by the Youth's Individual Service Strategy (ISS). However, work experience can be used to provide the youth participant with opportunities for career exploration and skill development. In these instances, staff must document why it is not possible to secure a work experience within the desired career pathway.

Work experiences may be paid or unpaid, and take place in the private sector, non-profit sector, or public sector. All Fair Labor Standards Act regulations<sup>2</sup>, WIOA Section 181(b), Equal Opportunity (WIOA Section 188) guidance, and Child Labor Laws<sup>3</sup> (when applicable) apply to WIOA Work Experiences. Funds provided for work experiences may not be used to directly or indirectly aid in the filling of a job opening that is vacant because the former occupant is on strike, or is being locked out

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<sup>1</sup> [TEGL 8-15](#), "Second Title I WIOA Youth Program Transition Guidance" November 17, 2015 and [TEGL 21-16](#) "Third Workforce Innovation and Opportunity Act (WIOA) Title I Youth Formula Program Guidance" March 2, 2017.

<sup>2</sup> Pub. L. 113-128 [[29 U.S.C. 201, et. Seq](#)]

<sup>3</sup> U.S. Department of Labor, "[Youth & Labor](#)"

in the course of a labor dispute, or the filling of which is otherwise an issue in a labor dispute involving a work stoppage.

### **Case Management and Documentation**

The following must be completed and documented prior to the start date of the youth work experience:

- Employer pre-award review
- Objective Assessment
- Employment Plan (EP)/Individual Service Strategy (ISS)
- Worksite Agreement
- E-Verify within three days of start date
- Detailed Training Plan, which outlines participant's job duties on the worksite and the skills to be learned. The training plan must document both the academic and occupational components.
  - OWD has developed a standardized worksite agreement and training plan and recommends its forms be used for agreements and program management. Local WDBs may utilize locally-developed forms, however, they **must** include all information required on the current corresponding OWD form. The form should record information in the same format as required on the OWD form.
- Case note documenting the start date, wage, estimated hours for the participant to successfully complete, and skills to be learned.

Work Experiences must collect timesheets to verify hours worked. All timesheets are to be verified by the worksite supervisor to ensure the participant has recorded his/her time correctly and will require the worksite supervisor's signature.

On-going case management must continue during the duration of the work experiences. While no official monitoring is required, staff are to ensure they are following up with participants and employers to ensure a successful Work Experience.

### **Duration of Work Experience**

A Work Experience is 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 Work Experience must be for a limited period of time and may not exceed 400 hours at a worksite; the exception to this rule is a Youth OJT Work Experience. In determining an appropriate length of time for a Work Experience, consideration should be given to the skill requirement of the position, the academic and occupational skills level of the participant, prior work experience, and the participant's EP/ISS. A Work Experience may be extended up to 300 additional hours. Proper documentation of the need of the additional hours with an updated agreement and training plan are required. This documentation must be based on the participant's need to learn additional skills at the same worksite.

Different Work Experiences in new positions or new worksites to explore other career pathway options are allowable and the total number of Work Experiences for a Youth are not limited. New Work Experiences developed must have documented justification in case notes. These additional Work Experiences may be developed for up to 400 hours and may also be extended by up to 300 hours with the same proper documentation mentioned above.

## **Types of Work Experience**

WIOA outlines four types of Work Experiences suitable for the development and placement of enrolled Youth. These include: Pre-Apprenticeship programs, On-the-Job Training (OJT), Internships and Job-Shadowing, and Work Experiences available throughout the year, including summer employment.

## **Pre-Apprenticeship Program**

Pre-Apprenticeship is defined<sup>4</sup> as a program that includes a set of strategies developed to prepare individuals to enter a Registered Apprenticeship program, and has a **documented partnership** with at least one **Registered Apprenticeship** program. The U.S. Department of Labor highlights the characteristics required for Pre-Apprenticeship program. They include:

- Training provided to participants based on a curriculum that is consistent with and supported by industry standards and endorsed by the Registered Apprenticeship partner(s). The curriculum is designed to prepare Youth participants to enter one or more Registered Apprenticeship(s) programs.
- Approaches that seek to increase the number of participants that are from under-represented, low-skilled, and disadvantaged populations in a Registered Apprenticeship(s), thereby ensuring after Pre-Apprenticeship(s) completion the participant is considered for, and meets the minimum entry requirements to one or more Registered Apprenticeship programs. Policies should include outreach efforts to under-represented populations in a Registered Apprenticeship(s), educational, and pre-vocational efforts to increase the acceptance rate to a Registered Apprenticeship(s).
- Participants are provided with Supportive Services to increase the likelihood of Pre-Apprenticeship(s) completion.
- Advocates for the utilization of Pre-Apprenticeship(s) programs and Registered Apprenticeship(s) partners as a mechanism to develop a more skilled labor force.
- Training provided to participants that emulates real-life occupational conditions that meets the standards of the Registered Apprenticeship(s) partner, and meets federal and industry supervision and safety requirements. However, this training must not displace any paid employee.
- When possible, collaboration between Pre-Apprenticeship(s) program and Registered Apprenticeship(s) partner leads to direct entry into a Registered Apprenticeship(s) after completion of the Pre-Apprenticeship program(s). This would be documented through a formalized agreement.

Pre-Apprenticeships are a viable method to expose Youth participants to formal training that can lead to in-demand occupations. Although the skilled trades represent industries in which to establish a Pre-Apprenticeship program, WDBs are encouraged to explore relationships with industries not traditionally served through an Apprenticeship model. Participation in a Pre-Apprenticeship may meet the academic and occupational requirement for a Work Experience in those instances where a Youth is required to raise literacy levels to enter a Registered Apprenticeship. OWD supports strong affiliations with economic development agencies, labor management organizations, community colleges, and Registered Apprenticeship partners. Target populations for Pre-Apprenticeship programs are high school graduates, eligible veterans, women and minorities, youth with disabilities, and those with limited work experience or marketable skills.

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<sup>4</sup> [20 CFR 681.480](#) and in [TEN 13-12](#), "Defining a Quality Pre-Apprenticeship Program and Related Tools and Resources" November 30, 2012.

## **On-the-Job Training (OJT)**

OJT is a Work Experience that consists of occupational training provided to a participant through a contract with an employer. The employer receives reimbursement for the costs associated with the training and supervision of the employee. The Employer may be reimbursed up to 50 percent of the participant's wages while working under the OJT. OJT contracts with an employer should be limited to the duration necessary for the participant to become competent in the skills required to perform the position. In determining the time length of the Youth's OJT assignment, local staff must assess the Youth's interests, must review the O\*NET specific vocational preparation level of the trainee position, the skills and abilities of the Youth, and compare those skills/abilities with the knowledge required by the Employer, i.e., skills gap analysis. OJT Training Plans should be written based on the participant's career and occupational goals, the EP/ISS, and prior work experience and are not subjected to the maximum 400 hours rule above. Local Areas are strongly encouraged to place Youth participants in OJT opportunities that are in high-growth industries, supported by regional Labor Market Information. OJT employer agreements and Training Plans are to be developed, implemented, and monitored in accordance with the guidelines established in the OWD OJT Policy and Procedures Manual<sup>5</sup>.

An OJT employee must never replace an existing employee and the participant's compensation should be equivalent to other workers employed in the same occupation by the employer but who are not recipients of OJT funding. Permanent, unsubsidized employment is the goal for those that successfully complete an OJT Training Plan. The local program operator must not consider a training agreement with an employer who has previously exhibited a pattern of failing to provide OJT participants with continued long-term employment with wages, benefits, and working conditions that are equal to those provided to regular employees who have worked a similar length of time and are doing the same type of work<sup>6</sup>.

## **Internships and Job Shadowing**

Internships are planned, learned experiences that are designed to be conducted in the workplace for a specific period of time. WIOA Youth can be placed at an Internship site in the private, non-profit, and public sector. The Internship can be a paid or unpaid Work Experience. (There are specific U.S. Department of Labor Wage and Hour Division guidelines for unpaid internships, based on the Fair Labor Standards Act<sup>7</sup>. Youth shall be placed in unpaid internships only if they meet the criteria in the Division's Fact Sheet #71 [FS 71; April 2010; <http://www.dol.gov/whd/regs/compliance/whdfs71.pdf>].) With an Internship, participants are exposed to a work environment, have an opportunity to develop occupational skills, and increase their future employability. Internships allow WIOA Youth to utilize their academic experience in the work environment and prepare themselves for entry-level positions within a specific career pathway. A Training Plan for an Internship must be developed and agreed upon by the participant, employer, and career counselor. An Internship must be designed for a participant based on an identified career and occupational goal as identified in the Youth's EP/ISS. While securing employment following the completion of the Internship is desirable, it is not a requirement. Internships should target Youth participants that are enrolled in secondary or post-secondary schools or are recent secondary and post-secondary graduates.

Job Shadowing is workplace-based career exploration. It allows the Youth an opportunity to follow and observe a professional employee who is working in the Youth's chosen career field. Job

<sup>5</sup> [OWD OJT Policy and Procedures Manual](#)

<sup>6</sup> [20 CFR 680.700\(b\)](#)

<sup>7</sup> Pub. L. 113-128 [[29 U.S.C. 201, et. Seq](#)]

Shadowing is an effective mechanism to enable Youth the opportunity to gain exposure to a specific occupation or industry. Job Shadowing serves as a tool for the Youth participant to provide them a more adequate representation of the knowledge and capabilities required to perform a job and receive practical experience that exposes them to the work environment and the job conditions of an occupation in which they have an expressed an interest. Job shadowing is a temporary, short-term, and **unpaid work experience** opportunity. Primary targets for Job Shadowing opportunities include high school students, Youth with disabilities, and Youth with limited or no work experience.

**Work Experiences, including Summer Employment**

Work Experiences, including summer employment opportunities, are available throughout the program year. Local staff should always seek to place Youth participants in a work experience opportunity that is similar to their career interests or supports the career pathway documented in the Youth’s EP/ISS. It is important to note, however, there may be instances where this is not possible or it is a Youth’s initial venture into the labor force. In those circumstances, local staff may find it necessary and practical to place the Youth at a worksite where the participant would not only secure work experience while earning wages, but also facilitate the development of job readiness skills that are fundamental to success in the workplace. In these instances, staff must document why it is not possible to secure a work experience within the desired career pathway.

**ROLES, RESPONSIBILITES, and REQUIRED ACTIONS:**

Effective immediately, all WDB Directors and Missouri Job Center Leadership should inform Frontline Workforce System Staff of these requirements.

All Frontline Workforce System Staff handling WIOA Youth enrollments and posting services into the electronic statewide case management system should immediately apply these requirements.

**TIMELINE:**

**All Missouri Workforce System Staff**

Implementation of these rules.....**Immediate and Continuous**

**INQUIRIES:**

Please direct all questions or comments regarding this Issuance document to [dwdpolicy@dhewd.mo.gov](mailto:dwdpolicy@dhewd.mo.gov). All active Issuances are available at [jobs.mo.gov/dwdissuances](https://jobs.mo.gov/dwdissuances). Expired/rescinded Issuances are available on request.

*For information about [Workforce Development](#) services, contact a [Missouri Job Center](#) near you. Locations and additional information are available at [jobs.mo.gov](https://jobs.mo.gov) or 1-(888)-728-JOBS (5627). Missouri Department of Higher Education and Workforce Development is an [equal opportunity](#) employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Missouri Relay Services at 711.*

## Attachment B

### OWD Issuance 07-2023, Change 1 Statewide On-the-Job Training Policy and Guidelines



# OWD Issuance 07-2023, Change 1

Release Number—Program Year

Release Date:  
March 15, 2024  
Effective Date:  
March 15, 2024  
Expiration Date:  
Continuous, until further notice

**SUBJECT:**

**Statewide On-the-Job Training Policy**

**ATTACHMENTS:**

**1) On-the Job Training Practices and Procedures Manual**

*This Issuance is Official Policy  
of the Missouri Office  
of Workforce Development*

**ISSUING AUTHORITY:**

Julie Carter,  
Director  
Missouri Office of  
Workforce Development

**THIS ISSUANCE MAY REQUIRE  
CREATION OR ALTERATION OF A  
CORRESPONDING LOCAL POLICY**

**KEYWORDS:**

On-the-Job Training, OJT, WIOA,  
Work-Based Learning.

**THIS ISSUANCE AFFECTS:**

Missouri One-Stop Delivery System (MJs/AJCs)  
WIOA Title I Local Areas/Local Boards/Local Plans  
WIOA Title I In-State Funding  
WIOA Title I Performance/Accountability  
WIOA Title I One-Stop Delivery/Service Providers  
WIOA Adult Employment/Training  
WIOA Dislocated Worker Employment/Training  
WIOA Youth Workforce Investment Activities  
National/Statewide Programs/Grants  
WIOA Fiscal/Administrative Procedures  
Trade Adjustment Assistance  
State of Missouri Workforce System Procedures

**FOR THE ATTENTION OF:**

OWD State Professional Staff  
One-Stop frontline staff  
Chief Elected Officials  
Local Fiscal Agents  
Local WDB Directors  
One-Stop Operators  
One-Stop Functional Leaders  
Service Providers  
Local Quality Assurance Monitors  
Missouri One-Stop Delivery System (MJs/AJCs)  
WIOA Title I Local Areas/Local Boards/Local Plans  
WIOA Title I In-State Funding  
WIOA Title I Performance/Accountability  
WIOA Title I One-Stop Deliver/Service Providers  
WIOA Youth Workforce Investment Activities  
State of Missouri Workforce System Procedures

**RESCISSIONS:**

OWD Issuance 07-2023, "Statewide On-the-Job Training Policy," August 31, 2023.

**REFERENCES:**

[20 CFR 682.210](#);  
[20 CFR 680.320\(a\)\(1\)](#);  
[20 CFR 680.700](#);  
[OWD Issuance 09-2020](#), "Statewide Individual Employment Plan Development Policy," January 16, 2018;  
WIOA Sec. 134 (c)(3)(H) [[29 U.S.C. 3174\(c\)\(3\)\(H\)](#)];



## **SUMMARY:**

This Issuance conveys operational guidelines for the Office of Workforce Development's (OWD) On-the-Job Training (OJT) program. The guidance provided in the attached OJT Practices and Procedures Manual are OWD policy. This Issuance updates previous guidance on this topic, which it supersedes and rescinds.

## **BACKGROUND:**

OJT is a training option used by participants to achieve training and placement goals. The Workforce Innovation Opportunity Act (WIOA) defines OJT as: "... training, by an employer, provided to a paid participant while engaged in productive work in a job that—

- (A) provides knowledge or skills essential to the full and adequate performance of the job;
- (B) is made available through a program that provides reimbursement to the employer of up to 50 percent of the wage rate of the participant, except as provided in section 134(c)(3)(H)<sup>1</sup> of this title, for the extraordinary costs of providing the training and additional supervision related to the training; and
- (C) is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate."<sup>2</sup>

## **SUBSTANCE:**

Following guidance in the regulations<sup>3</sup> and [TEGL 19-16](#), local workforce development boards who operate OJT must have an OJT policy established. The policy must contain the following details:

- Dispute Resolution: policy to handle employer disputes, nepotism, and agreement modifications.
- Employed Workers Eligibility: policy determining whether an employed worker is earning self-sufficient wages or wages comparable to or higher than wages from previous employment.
- Funds to Support Registered Apprenticeship: policy on whether OJT funds can be used to support registered apprenticeship and identify to what extent the registered apprenticeship can be covered.
- 75% Reimbursement Rate: policy that establishes factors used to determine when increasing OJT wage reimbursement rates above 50% to 75%<sup>4</sup>.

OWD's *On-the-Job Training Practices and Procedures Manual* (ATTACHMENT 1) provides operational guidance and forms for participation in the program. Revisions to the OJT Practices and Procedures in this update include:

- Clarification that individuals hired, employed, or placed into the OJT position *prior to* participant eligibility determination or employer pre-award review are not eligible for OJT.

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<sup>1</sup> [29. U.S.C. 3174\(c\)\(3\)\(H\)](#)

<sup>2</sup> WIOA Section 3(44) [[29 U.S.C. 3102\(44\)](#)].

<sup>3</sup> [20 CFR Part 680, Subpart F](#)

<sup>4</sup> [20 CFR 680.730](#)



- Clarification that all state and federal labor laws apply and must be followed when working with Youth participants.
- Clarification that both the participant and employer eligibility must be verified *before* offer of employment.
- Clarification that the OJT agreement must be in place prior to a participant's start date; this includes e-verify confirmation and agreement signatures.
- All issuances have been updated to reflect current, active guidance references.

All future updates made to the manual will be described in a Frequently Asked Questions attachment to this Issuance.

OWD maintains fillable PDF versions of the following forms used to administer the OJT program.

These forms are available at <https://jobs.mo.gov/dwdprograms>:

- OJT Program Agreement [DWD-PO-213](#)
- OJT Outline and Job Description [DWD-PO-214](#)
- OJT Supplemental Agreement [DWD-PO-215](#)
- OJT Eligibility Notification [DWD-PO-217](#)
- OJT Monitoring Report (Employer) [DWD-PO-219-A](#)
- OJT Monitoring Report (Participant) [DWD-PO-219-B](#)
- OJT Monthly Invoice [DWD-PO-220](#).

OWD's *On-the-Job Training Practices and Procedures Manual* can also be found at <https://jobs.mo.gov/dwdprograms>.

**ROLES, RESPONSIBILITIES, and REQUIRED ACTIONS:**

All Local WDB Directors and Supervisors should immediately inform frontline workforce system staff of the rules in the referenced online document.

All frontline workforce system staff working with OJTs, including posting services to the State electronic case-management system (MoJobs), should immediately apply these rules.

**TIMELINE:**

**All Missouri Workforce System Staff** – Implementation of these rules.....**Immediate and Continuous**

**INQUIRIES:**

Please direct all questions or comments regarding this Issuance document to [dwdpolicy@dhewd.mo.gov](mailto:dwdpolicy@dhewd.mo.gov). All active Issuances are available at [jobs.mo.gov/owdissuances](https://jobs.mo.gov/owdissuances). Expired/rescinded Issuances are available on request.

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*Auxiliary aids and services are available upon request to individuals with disabilities.  
Missouri Relay Services at 711.*

# On-the-Job Training Practices and Procedures Manual

Missouri Department of Higher Education and Workforce  
Development

## Office of Workforce Development

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Missouri Department of Higher Education and Workforce Development is an equal opportunity employer/program.

Auxiliary aids and services are available upon request to individuals with disabilities.

Missouri Relay Services are available at 711.



Missouri Department of Higher Education and Workforce Development  
Office of Workforce Development

**Worksite Agreement**

(Each agency and employer requires a separate agreement.)

This Agreement is made between \_\_\_\_\_ hereafter called **AGENCY**, and \_\_\_\_\_ hereafter called **EMPLOYER**. These parties agree that the **EMPLOYER** shall provide work experience and supervision to the COVID Grant participants at Worksites in accordance with the General Assurances, Worksite Worksheet, and the Position Description Form associated with each position, which are part of this contract.

**WORKSITE INFORMATION**

<b>WORKSITE INFORMATION</b>	Company Name:	
	Federal Employer ID Number (FEIN)	
	Address	
	City, State, Zip Code	
	Telephone Number	
	Contact Person	
	Collective Bargaining Agent <i>(if applicable)</i>	
	Worksite is: <input type="checkbox"/> Government <input type="checkbox"/> Private Non- Profit	

**WORKSITE POSITIONS**

WORKSITE POSITION TITLE	PAY RATE	# OF DISASTER RELIEF WORKERS	SUPERVISOR NAMES	# SUPERVISORS TO # WORKERS RATIO

**X**  
 \_\_\_\_\_  
 Signature of **Employer/** Type/Print Name Title Organization Date  
 Authorized Representative

**X**  
 \_\_\_\_\_  
 Signature of **Agency/** Type/Print Name Title Organization Date  
 Authorized Representative

## Worksite Agreement – General Assurances

1. **AUTHORITY:** This Agreement is executed pursuant to the Workforce Innovation and Opportunity Act, 29 U.S.C. 2801, et seq., as amended (“WIOA”), and Final Regulations, 20 C.F.R. Part 652, et al.
2. **WORK DESCRIPTION:** An individual served under this Agreement will be referred to as “participant”. A Job Description will be provided to each participant served under this Agreement. The participant will not start work until all required parties have signed the “Worksite Agreement”. The **EMPLOYER** and **AGENCY** shall work together to determine the most efficient process for collection of timesheets to ensure prompt payment to participants.
3. The **EMPLOYER** agrees to provide work experience for the COVID Grant participant as follows and ensure that:
  4. No participant exceeds 2,080 hours or 12 months of employment, whichever occurs first.
  5. Wages which are determined through the **EMPLOYER** and are paid through the **AGENCY** are comparable to wages paid to other employees with commensurate skills and experience; as outlined on the agreement.
  6. Each **EMPLOYER** Worksite supervisor shall be provided a Worksite Supervisor Orientation for the program.
  7. The **EMPLOYER** shall provide the participant with an orientation to the requirements of the job, work rules, expectations, hours of work, and any other special requirements of the **EMPLOYER**.
  8. The **EMPLOYER** will provide a sufficient quantity of work to fully occupy participant; duties must follow those as read upon the position description form.
  9. The **EMPLOYER** Worksite shall notify COVID Grant program staff of participant terminations.
  10. The **EMPLOYER** agrees to provide the instruction, supervision of employees, supplies, etc. that are necessary for the participant to conduct their job duties.
  11. The **EMPLOYER** will agree to absorb all financial liability for any costs that may result from damage caused by the participant.
  12. The **EMPLOYER** will ensure that accurate time and attendance records are completed on a daily basis and that the hours recorded will only reflect the hours the participant worked.
  13. The **EMPLOYER** will treat COVID Grant participants in the same manner as other employees in regards to disciplinary action.
  14. The **EMPLOYER** will ensure that the tasks the participant performs are services agreed upon to assist with COVID-related clean-up and recovery or services designed to save lives and alleviate suffering of those impacted by the COVID pandemic.
  15. The **EMPLOYER** will notify the **AGENCY** when all tasks have been completed at the Worksite.
  16. The **EMPLOYER** will ensure that no participant will be involved in any sectarian or political activities.
  17. The **EMPLOYER** will retain an “Emergency Contact” form for each participant.
  18. The **EMPLOYER** will make appropriate contact with the Department of Natural Resource to ensure activities are not negatively impacting endangered species or their habitats, as applicable.
19. **MONITORING:** The **EMPLOYER** understands that the **AGENCY**, the Office of Workforce Development, U.S. Department of Labor, or other such related agencies may monitor this Worksite to ensure compliance with rules and regulations.
20. **EMPLOYEE DISPLACEMENT/REPLACEMENT:** No participants shall displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of date of participation). A participant in a program or activity may not be employed in or assigned to a job if:
  - 1) Any other individual is on layoff from the same or any substantially equivalent job;
  - 2) The employer has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with the COVID Grant participant; or
  - 3) The job is created in a promotional line that infringes in any way on the promotional opportunities of current employed workers.
  - 4) Regular employees and participants alleging displacement may file a complaint under the applicable grievance procedures found at 20 C.F.R. Part 667.600. (WIOA Section 181)
21. **WORKERS COMPENSATION:** The **AGENCY** is responsible for job related injuries to the participant and will provide insurance through Workers Compensation or other adequate medical and accident insurance. The **EMPLOYER/Worksite supervisor** **MUST** contact the **AGENCY** immediately upon a workplace injury of a participant and complete the necessary forms.
22. **HEALTH AND SAFETY:** The participant will complete the same type of job duties as other regular employees. Participants employed or trained in inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices.
23. The **EMPLOYER** agrees to maintain sanitary facilities, safe working conditions, within a drug-free workplace and compliance with the OSHA and Child Labor Laws and age laws of the Fair Labor Standards Act (FLSA) provided to the training site by the program staff.
24. **INAPPROPRIATE ACTIVITIES:** The **EMPLOYER** will not place participants in unapproved activities. If participants are assigned to unapproved activities, participant(s) will be immediately removed from the work site.
25. **NEPOTISM:** No participant may be placed in an employment activity of a member of that person’s immediate family is directly supervised by or directly supervises that individual.
26. **UNION COMPLIANCE:** The **EMPLOYER/AGENCY** will ensure this work experience will not impair existing contracts for services or collective bargaining agreements. When a program or activity authorized under title 1 of WIOA would be inconsistent with a collective bargaining agreement, the appropriate labor organization and employer must provide written concurrence before the program or activity begins. (29 C.F.R. Part 667.270(b))
27. **DISCLOSURE OF CONFIDENTIAL INFORMATION:** The **EMPLOYER** agrees to maintain the confidentiality of any information regarding applicants and trainees, or their families, which may be obtained through application forms, interviews, tests, and reports from public agencies, counselors or any other source.
28. **EQUAL OPPORTUNITY:** The **EMPLOYER** agrees not to discriminate against any participant because of age, race, creed, color, religion, political belief or affiliation, sex, national origin, ancestry or disability. The **EMPLOYER** further agrees that it will take affirmative action to ensure that applicants are employed, and that employees are treated without discrimination during employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation and selection for training, including apprenticeship. (WIOA Section 188)
29. **AMERICAN WITH DISABILITIES ACT:** The **EMPLOYER** shall comply with the Americans with Disabilities Act of 1991, Public Law 101-336, or as amended and associated code of federal regulations published in the Federal Register as applicable to the **EMPLOYER** directly or indirectly as recipients of contracted funds for the State of Missouri.
30. The **EMPLOYER** will perform its duties in accordance with the Workforce Innovation and Opportunity Act and the regulations, procedures and standards promulgated there under, as well as any subsequent legislation, regulations, procedures and standards enacted in substitution or in addition thereto.
31. **RELATIONSHIP OF PARTIES:** The **EMPLOYER** does not become the agent of the **AGENCY** for any purpose pursuant to this contract and will make no representation of any such agency. In agreeing to employ and provide training for the participant, the **EMPLOYER** understands that this does not make the participant an employee or agent of the **AGENCY**.
32. **TERMINATION OF AGREEMENT:** The **AGENCY** may terminate, effective immediately, performance of work under this Agreement if, for any reason, the **AGENCY** determines that such termination is in the best interest of the program. The **AGENCY** may also cancel this Agreement if it determines that the **EMPLOYER** has failed to provide any of the training specified or failed to comply with any of the other provisions contained in the Agreement or any other program requirement. **EMPLOYER** may terminate this Agreement for any reason upon sixty (60) days prior notice to **AGENCY**. **EMPLOYER** may also cancel this Agreement if it determines that **AGENCY** has breached any provision contained in the Agreement or any other program requirement. **EMPLOYER** may remove a participant following appropriate disciplinary protocol and request an acceptable replacement to provide the services under the Agreement, following due diligence between the **EMPLOYER** and **AGENCY** to resolve issues.
33. **AVAILABILITY OF FUNDS:** This contract is predicated on the continuing availability of funds from the Office of Workforce Development.

**Acknowledgement: I have received the above information: Employer’s Initials: \_\_\_\_\_ Date: \_\_\_\_\_**

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## INTRODUCTION TO ON-THE-JOB-TRAINING

On-the-Job Training (OJT) is a work-based training service that provides participants with knowledge-upgrade and skills-upgrade training necessary to enable full performance of a job.

OJT also serves as an employer service, as it provides a wage reimbursement to the employer to help offset the extraordinary costs of providing training and supervision to under skilled worker.

The program:

- Provides Local Workforce Development Boards (Local WDBs) with an excellent tool to assist in achieving training and placement goals for WIOA customers.
- Establishes minimum Missouri standards for federally funded OJT programs.
- Encourages Local WDBs to develop local protocols and policies for outreach.
- Supports efforts by Local WDBs to establish minimum standards, such as wages and industry types, for company eligibility while avoiding unnecessary or cumbersome restrictions.

OJT is available under the following funding programs:

- Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker, and Youth formula funds;
- WIOA National Dislocated Worker Grants, as applicable per grant allowable activities;
- Missouri Heroes Connect (MHC); or
- Trade Adjustment Assistance (TAA)

The intent of this manual is to assist workforce staff in completing all necessary requirements to execute OJT as accurately and correctly as possible. Other details, such as case management basics and provide best practices.

## INITIAL JOB CENTER PROCESS

Generally, speaking, potential OJT participants will be identified through the delivery of normal staff assisted services, such as RESEA appointments, workshop attendance, request for résumé assistance, or even a direct request to talk to someone about OJT. These individuals will express some need, whether directly or indirectly, for additional services to obtain employment.

Before staff can pursue OJT eligibility, the potential participant will need to complete a variety of steps, which includes self-service actions and staff-assisted actions. The steps include:

1. Individual creates and/or updates his/her MoJobs individual profile, to include updating the General Information and Background sections.
2. Individual creates and/or updates his/her MoJobs résumé. A customer may also create a resume during step 3.
3. Following local One-Stop Operator procedures, individual must have an active Wagner-Peyser (WP) enrollment. The WP enrollment must be active before moving on to services provided through the WIOA.
4. Individual receives a referral to WIOA or TAA services, following the local office's procedures; this may

include setting up an appointment for the individual to meet with appropriate staff as needed.

At this point, the participant is now in the hands of the appropriate WIOA or TAA partner staff. From here, the individual must be determined for 1) funding eligibility and 2) training services eligibility.

## REVERSE REFERRAL

Often times, successful marketing by the Business Services Team at the local level, a company identifies a potential OJT participant first. In these cases, the individual lacks skills the employer requires upfront and is in need of OJT. The company must first refer the individual to the Job Center for eligibility determination **prior to beginning the hiring process**. Any individual hired prior to the eligibility determination is not eligible for the federally funded OJT program. Individuals who are a result of a reverse referral are required to go through the steps listed in the Initial Job Center Process section of this Manual.


## FUNDING ELIGIBILITY AND DOCUMENTATION REQUIREMENTS

### WIOA Adult/Dislocated Worker


Staff will find funding eligibility guidelines for WIOA Adult and Dislocated Worker (DW) participants in the latest OWD Issuance for Adult and Dislocated Worker Program Eligibility and Documentation Technical Assistance Guidance (TAG). The issuance will provide the documentation requirements for eligibility purposes under either funding stream.

Eligibility for Adult or Dislocated Worker must be established through the WIOA Application found in the OWD's electronic case management system.

- **Adult** eligibility must be marked with an **Adult Eligibility Date**, on or before the OJT start date.

<b>Adult Eligibility:</b>	<input checked="" type="checkbox"/>
<b>Adult Eligibility Date:</b>	<input type="text" value="04/09/2018"/> (mm/dd/yyyy)  <a href="#">Today</a>

- **Dislocated Worker** eligibility must be marked with a **Dislocated Worker Eligibility Date**, on or before the OJT start date.

<b>Dislocated Worker Eligibility:</b>	<input checked="" type="checkbox"/>
<b>Dislocated Worker Eligibility Date:</b>	<input type="text" value="04/09/2018"/> (mm/dd/yyyy)  <a href="#">Today</a>

- Dislocated Workers, including those enrolled into a National Dislocated Worker Grant (NDWG), must also be asked if they have recently been to an Employment Transition Team (ETT) meeting (Missouri's term for Rapid Response), as a result of a company layoff. If so, record this information on the Employment Tab of the Dislocated Worker application, with the respective employer event number recorded. All fields below must be recorded:



**Attended a Group Orientation (Rapid Response):**  Yes  No

**Most Recent Date Attended Rapid Response Service:** 05/22/2017 Today

[Find Rapid Response Event](#)

**Rapid Response Event Number:** MO201600001

- You can use the “Find Rapid Response Event’ lookup table to search for the corresponding Rapid Response Event Number. Use the search field ‘Company Name’ to easily local the company associated with the individual’s layoff. If multiple dates, are listed for the individual’s employer, select the best fit for the separation.
- An individual’s most recent Rapid Response service date can be determined by observing the date associated with the event number in the lookup table or by looking up the individual’s Case Notes and finding the ETT Meeting Service case note.

**NOTE:** These details are imperative for Rapid Response reporting for the State of Missouri, as performance is based upon how many eligible participants were served through either the WIOA DW, WIOA NDWG, or TAA program. Any questions about Rapid Response/Performance Reporting may be directed to [DHEWD.ETT@dhewd.mo.gov](mailto:DHEWD.ETT@dhewd.mo.gov).

- Upon completing of the eligibility application, the system will indicate if all eligibility requirements are met of why the application does not indicate eligibility.

Program	Eligible	Priority	Calculated Exception/Limitation	Reason(s) Not Eligible	Action
Adult	Undetermined			No Adult Eligibility Date.	<input type="checkbox"/> Inactive
Dislocated Worker	Yes				<input type="checkbox"/> Inactive

- Common troubleshooting ideas include issues with the selective service or veteran’s information, originally marking the application to save a partial application and the verify documentation have not been recorded, or simply that the data entry does not support actual eligibility for the program selected at start.
- First direct questions regarding eligibility to the immediate local contact, whether that is the supervisor, Functional Leader, etc., and follow local policy when the customer needs further assistance.

### Missouri Heroes Connect

The Missouri Heroes Connect program provides employment and training services to veterans, military service members, and spouses who meet Dislocated Worker eligibility, as outlined in OWD’s current Adult and Dislocated Worker Program Eligibility and Documentation <sup>1</sup>TAG. OWD’s current Issuance regarding the Missouri Heroes Connect defines eligibility veterans, military service members, and spouses<sup>2</sup>, along with other details regarding the program, including additional allowances for supportive services, which customers may use to support OJT employment.

<sup>1</sup> OWD Issuance 07-2022 or current, Adult and Dislocated Worker Programs Eligibility and Documentation Technical Assistance Guidance

<sup>2</sup> OWD Issuance 03-2022, Missouri Heroes Connect

## WIOA Youth

Funding eligibility guidelines for WIOA Youth eligible participants are found in the latest OWD Issuance for Youth Program Eligibility and Documentation Technical Assistance Guide. This issuance will provide all the documentation that is required for eligibility and documentation requirements for the Youth program, as well as additional training eligibility.

Eligibility for Youth must be established through the use of the WIOA Application found in the OWD's electronic case management system.

**Youth** eligibility must be marked with a Youth Eligibility Date, falling on or before the OJT start date.

<b>Youth Eligibility:</b>	<input checked="" type="checkbox"/>
<b>Youth Eligibility Date:</b>	05/31/2017

Upon completion of the eligibility application, the system will indicate if all eligible requirements have been met or why the application does not indicate eligibility.

Program	Eligible	Priority	Calculated Exception/Limitation	Reason(s) Not Eligible	Action
Adult	Yes	LI			<input type="checkbox"/> Inactive
Dislocated Worker	No			No DW Eligibility Date.	<input type="checkbox"/> Inactive
Youth	Yes, Out-of-school				<input type="checkbox"/> Inactive

WIOA allows OJT as a Work Experience for enrolled Youth. OJT agreements are to be limited with an employer to the duration necessary for the participant to become competent in the skills required to perform the position. **When considering an OJT for participants enrolled in Youth, all applicable state and federal child labor laws must be followed.**

An assessment of the Youth participant's interest, skills, and abilities is required. Base the writing of the OJT Training Plan on the participant's career and occupational goals, the Individual Service Strategy (ISS), and any prior Work Experience. Local WDBs are strongly encouraged to place Youth participants in OJT opportunities that are in high growth industries identified by regional Labor Market Information. Staff must develop, implement, and monitor OJT employer agreements and training plans for Youth in accordance with the guidelines listed in this Manual.

Despite having a different funding source, OJT for Youth still utilizes the same OJT forms as WIOA Adult and Dislocated Workers. Any additional information relating to Youth documentation can be found in the following Youth Issuances:

- OWD Issuance: Youth TAG
- OWD Issuance: WIOA Youth Program Framework and Design
- OWD Issuance: WIOA Work Experiences for Youth Participants

## Trade Adjustment Assistance

The Trade Adjustment Assistance (TAA) Program is a federal entitlement program that assist U.S. worker who have lost or may lose their jobs as a result of foreign trade. This program seeks to provide trade-affected workers with opportunities to obtain the skills, credentials, resources, and support necessary to become reemployed. The TAA program is administered by OWD's Trade Act Navigators.

TAA OJT still provides a 50% wage reimbursement during the designed training period, however, TAA OJT has a maximum length of 104 weeks, versus the 1,040 hours/6 months rule with regular WIOA and MHC OJT.

In the State of Missouri, the TAA program will be the primary source of assistance (funding) for adversely affected workers, as stated in the Governor's Agreement regarding TAA. If an individual is seeking training services through WIOA but is eligible for services through TAA, TAA funding must be used first.

**Due to the complexity of operating guidelines, documentation, and eligibility requirements for TAA, all TAA OJTs must follow guidance listed in the TAA Operations Manual, as the primary focus of this manual will cover WIOA programs. All questions regarding TAA are to be directed to [DWDTradeActHelp@dhewd.mo.gov](mailto:DWDTradeActHelp@dhewd.mo.gov).**

## **TRAINING ELIGIBILITY CRITERIA**

After basic funding eligibility is determined, an individual must also be determined eligible for *training services*. Under the WIOA and the implementation regulations, training services may be provided to Adult and Dislocated Workers, which include MHC participants, who meet all five training eligibility criteria. Training eligibility is not required for Youth program participants.

A One-Stop Operation/Partner must determine, after an interview, evaluation, or assessment **and** career planning that the individual:

1. Is unlikely, or unable, to obtain or retain employment that leads to economic self-sufficiency or wages comparable to – or higher than – wages from previous employment through career services; *and*
2. Is in need of training services to obtain or retain employment leading to economic self-sufficiency or wages comparable to – or higher than – wages from previous employment; *and*
3. Is in possession of the skills and qualifications to participate successfully in training services; *and*
4. Has selected a program of training services that is directly linked to the employment opportunities in the local area or the planning region, or in another area to which the individual is willing to commute or relocate; *and*
5. Is unable to obtain grant assistance from other sources to pay the costs of such training [including such sources as State funded training funds, Trade Adjustment Assistance, and Federal Pell Grants established under Title IV of the High Education Act of 1965] or requires WIOA assistance *in addition* to other sources of grant assistance (including federal Pell Grants).

All of these eligibility requirements for training services **must** be met and documented before an individual can receive the OJT service. Staff must also document these requirements in Case Notes in the OWD's statewide electronic case management system.

OWD's current issuance on Training Justification provides guidance on training eligibility and documentation.<sup>3</sup>

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<sup>3</sup> OWD Issuance 08-2022 or current, Training Eligibility Justification  
*On-the-Job Training Practices and Procedures Manual • August 2023*

## **PARTICIPANT REQUIREMENTS**

### **Assessments**

Staff must complete and appropriate **assessment** of participants chosen to participate in OJT opportunity. Consider the skill requirements of occupation, the academic and occupational skill level of the participant, and the participant's prior work experience prior to execution of the training plan, as these factors determine the length of the training plan.

The OWD's electronic case management system has a built in assessment, call the Objective Assessment Summary (OAS), which can be used for this piece. The OAS can be found under **Staff Profiles → Case Management Profile → Plan → Create Objective Assessment Summary**.

### **Employment Plan**

Staff must also work with the participant to develop and Employment Plan (EP). An EP is an individualized career service that the participant and the case manager/career planner develop jointly. The EP is an ongoing strategy to identify employment goals, achievement objectives, and the appropriate combination of services necessary to enable a participant to achieve their employment goals.

With regard to OJTs, staff should place the participant in an OJT opportunity that is consistent with the occupational goal of the participant's EP. The frontline workforce staff is responsible for updating the EP as necessary, such as when objectives are achieved or supportive services are needed.

The OWD's electronic case management system has a built in EP that allows staff to record the long-term goals, short-term goals, and objectives, as required. The EP can be found under **Staff Profiles → Case Management Profile → Plan → Create Individual Employment Plan/Service Strategy**.

Refer to the current OWD Issuance on Statewide Individual Employment Plan Development Policy<sup>4</sup> for all guidance on EP requirements such as, specific requirements addressing short and long term goals, as well as the required documentation for addressing the identified skills gap.

After the participant **Assessment** and **EP** are completed, the workforce staff also must consider:

- Will the participant need to learn new skills for the OJT position, or does the participant currently possess those skills?
- Is OJT the best strategy for the participant to learn these new skills or is occupational skills training more suitable for the participant?
  - *\*Note, in the case of a TAA OJT, the work-based learning opportunities must be considered first.*
- Can the participant obtain the position without reimbursement to the employer? If so, a direct job placement is appropriate, and OJT is not allowable.

### **Mandatory Initial Case Note**

It is mandatory that any customer moved to participant status must have an Initial Case Note entered at the time of enrollment. This Initial Case Note must include required details: summary of eligibility, action plan, and immediate supportive service needs. As stated in the Case Note policy, this mandatory Initial Case note must

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<sup>4</sup> OWD Issuance 09-2020 or current, Statewide Individual Employment Plan Development Policy  
*On-the-Job Training Practices and Procedures Manual • August 2023*

be entered for **all** active program participants at time of enrollment. Additional information regarding case notes can be found in the latest OWD Issuance on Case Note Policy<sup>5</sup>.

### **Recording OJT Related Services**

As services occur, staff must record such services by adding the respective service code to the WIOA record. Each service will be associated with a specific Customer Group, which will be chosen based off the funding source. The correct Customer Group must be recorded, if the designation is not available, most likely there is a problem with the actual application. Check the eligibility information to determine if the correct eligibility was determined at start.

**Staff must record all services delivered (including assessments, Employment Plans, Supportive Services, etc.) Below are the OJT training service codes.**

- 180 series-Supportive Services, if and when they occur
- 205-Full Development of IEP
- 213-Comprehensive Assessment
- 301-On-The-Job Training (for Adult/Dislocated Worker OJT)
- 428-Youth On-The-Job Training Opportunities (for Youth OJT)

Regular OJT services to be recorded, at minimum, are:

- 301-On-The-Job Training (for Adult/Dislocated Worker/MHC/TAA OJT)
- 428-Youth On-The-Job Training Opportunities (for Youth OJT)

When entering the respective OJT service code, staff must select the OJT Employer as the service provider. If the employer is not available, staff will need to work with the local service provider liaison to get the employer entered into the system. For TAA OJTs, employer are entered by Central Office TAA program staff.

When entering the respective training level service, staff must ensure the Occupational Training Code listed on the service matches the O\*NET code listed on the Training Outline and Job Description, Form PO-214. Otherwise, this will be considered an *issue* during annual Programmatic Monitoring Reviews performed by OWD's Regulatory Compliance Unit.

Services must record the correct actual state date and correct actual end date.

Staff should not wait to close services until a final OJT invoice is paid, as this may take over a month before the invoice is received from the employer. It is suggested that staff check in with the employer once the anticipated training end date has been met in order to record accurate end dates.

**NOTE:** Not having the correct dates associated with training services will result in a Data Element Validation failure, which is part of an annual review performed by OWD's Regulatory Compliance Unit.

Other services may be provided to the participant during their participation in WIOA activities. A full list of

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<sup>5</sup> OWD Issuance 09-2022 or current, Case Note Policy

service codes and their definitions are available in the latest OWD Issuance Activity Codes.

## Recording OJT Service Outcomes

When a participant completes the OJT activity, staff must record the most appropriate service outcome:

- Successful Completion; *or*
- Unsuccessful Completion

## OJT & Job Order

OJT agreements are often developed with employer who are using the local Job Center for recruitment assistance, in which case, the employer should have an open job order in OWD's electronic case management system. Any OJT participant placed with an employer as part of a recruitment service to the employer, must have a referral to the job order. The referral status of the job order must be updated to reflect 'Hired' once the agreement has been established and the individual has been hired.

The easiest way to update the job order referral status is to assist the employer record where the job order is posted and follow the steps below.

1. Click 'Applicants'.
2. Check the applicant that needs to be marked as hired.
3. Click 'Status' at the bottom of the list.
4. Under "Applicant's Recruitment Stage", select the 'Yes' radio button and record the start date in all required fields.
5. Click 'Save Status' at the bottom of the page.



Job Title	Employer Job Status	On-line Status	System Status	Created	Inactive After	Views	Applicants	Action
Equipment Operator/Laborer	Open and available	offline	Open and available	4/13/2018	6/12/2018	0	3	Copy Edit Delete Search by Job Criteria Pre-fill Advanced Resume Search Applicants



Name and Location	Last 4 SSN	Education Level	Desired Salary	Applicant Status	Your Rating	Skills Matched	General Req's	Specialized Req's	Action	Select
Tribute, Troy Of Jefferson City, MO United States - Veteran	0409	High School Diploma	N/A	Not Specified	Not Rated	0%	75%	#2	Details Staff Résumé How Do they Measure Up	<input checked="" type="checkbox"/>



#3

[Contact](#)  
[Rate](#)  
[Status](#)  
[Print](#)  
[Map](#)  
[Print](#)  
[Résumés](#)  
[Export](#)

Rows 100 ▾

### Applicant's Recruitment Stage

Below are various recruiting stages. Please indicate the stages, if any, that **#4** has completed below and may generate additional prompts for your input.

Scheduled Interview:  Not Specified  Yes  No  Today

Interviewed:  Not Specified  Yes  No  Today

Hired:  Not Specified  Yes  No **04/13/2018** Today

Notified of Non Hire:  Not Specified  Yes  No  Today

### Applicant Summary

The Applicant's Current Status has been set by your choices above. Please complete any missing information.

Applicant's Current Status:

\* Hired (Job Started): **04/13/2018** Today

## Measurable Skills Gains

Measurable skills gain is one of the six core measures tracked and reported to the federal government for WIOA performance purposes. This indicator measures the interim progress of participants enrolled in education and training services for a specified reporting period.

OJT participants could have measurable skills gain during their participation, meeting the definition of a gain through the report of satisfactory, or better, progress towards established milestones. Documentation from either the midpoint or endpoint monitoring process will provide the determination of a Measurable Skill Gain.

If a Measurable Skill Gain is achieved, it must be recoded under the WIOA or TAA Application, under Measurable Skills Gain header.

To document the gain in this section, staff must choose the following:

Skill Type: Training Milestone

Type of Achievement: Achieved satisfactory or better progress report towards an established OJT training milestone, not previously recorded.

Verify: Other, PO-219

**NOTE:** The monitoring must indicate that a measurable skills gain was achieved. Simply performing monitoring does not warrant documentation and verification of a gain.

Skill Attainment Information

Fill in the following information for the skill achievement. **Program:** Title I - Workf

\* **Skill Type:**

\* **Date Skill Attained:**  [Today](#)

\* **Type of Achievement:**

\* [Verify](#) | [Upload](#) | [Link](#)

✓ Other Applicable Documentation, (specify)

**Skills Gain Achievement Type Verification**

Case Note

Hard Copy Record

Other Applicable Documentation, (specify)

### Supportive Services

WIOA define Supportive Services as services necessary to enable an individual to participate in activities authorized by WIOA Title I. Supportive Services, particularly, should be used to assist an individual participant who has a barrier to employment, but they must be available to all eligible participants in WIOA Title I activities.

As a reminder, all Supportive Services must be documented in Case Notes and include, at minimum, all of the following:

- The type of Supportive Service paid;
- The amount for the Supportive Service;
- The timeframe of duration for which the Supportive Service was paid;
- The justification of need for the Supportive Service; and
- Documentation of the lack of availability of alternatives or other community resources.

Refer to the current OWD Issuance regarding Supportive Services for guidance on the allowance, approval, payment of, and documentation of Supportive Services authorized by WIOA.

### Equal Opportunity and Complaint and Grievance Notification

WIOA regulations require that participants receive notification of the right to pursue complaints or grievances related to Equal Opportunity issues or programmatic delivery of programs and services. To ensure that the OJT participant has been properly notified and provided with a copy of his/her rights and responsibilities, OWD requires a signed attestation. Form EO-15 must be used by all Local WDBs for this information, marking the OJT participant as a **participant** in the correct corresponding section. The participant will retain page 1 and 2, while page 3 is uploaded to the participant's electronic file.

Refer to the latest OWD Issuance regarding Equal Opportunity and WIOA Complaint and Grievances for full operating guidance.



## OJT REGISTERED APPRENTICESHIPS

OJT agreements may be entered into with Registered Apprenticeship program sponsors or participating employers in Registered Apprenticeship program for the OJT portion of the Registered Apprenticeship program consistent with 20 CFR 680.700. Depending on the length of the Registered Apprenticeship training program and State and Local WDB OJT policies, these funds may cover some or all of the duration of the registered apprenticeship.

When a Registered Apprenticeship (RA) is supported through an OJT agreement, all program eligibility, documentation, duration, and paperwork still apply. There are two Apprenticeship services available in the electronic case management system, which service to use depends on how the RA activity is supported with funding. Each service and its respective definition is below.

- 310-Apprenticeship-Non Approved Provider: Program registered under the National Apprenticeship Act as “Registered Apprenticeship”. Record this service when supporting RA activity with an OJT agreement only.
- 314-Apprenticeship-Approved Provider List ITA: Program registered under the National Apprenticeship Act as a “Registered Apprenticeship”. Record this service when supporting the related instruction component of a RA activity through ITA contract or when supporting the RA activity through an ITA contract and an OJT agreement jointly, as allowable by 20 CFR 680.750 and TEGL 19-16.

When funding Registered Apprenticeships, the RA must be listed on the State’s Eligibility Training Provider System.

Registered Apprenticeships have core components associated with this training method that are accounted for in performance measures, which includes a wage increase (measurable skill gain), employment, and a credential (credential attainment). Every apprentice who completes their Registered Apprenticeship training will automatically receive a credential from the U.S. Department of labor, other credentials may also be received as a result of how the Registered Apprenticeship program was developed.



Even though the OJT agreement may not last the entire duration of the Registered Apprenticeship training, a credential can still be recorded up to a year after exit. When supporting a Registered Apprenticeship training program with an OJT agreement, all of these details are to be captured and recorded in OWD's electronic case management system.

To record a credential in the system, local the Credentials section under the WIOA Application and follow the prompts to complete the entry.

The following information should be recorded for the Credential Information:

1. Credential Received: Occupational Skills Certificate or Credential
2. Credential Verification: Choose what documentation is available to support receiving the credential
3. Date Credential Received: Record the date listed.
4. Associated to Activity: Select 'Search Activities' and record that the credential is tied to the correct Apprenticeship service.

Other allowable source documentation may be received instead of the apprenticeship completion certification. Refer to [TEGL 23-19, Change 1](#), Attachment II for a list of allowable source documents. For additional information regarding Registered Apprenticeships, direct questions to [apprenticeship@dhewd.mo.gov](mailto:apprenticeship@dhewd.mo.gov).

## OJT EMPLOYER ELIGIBILITY REQUIREMENTS

### Determining Employer Eligibility

OJT is provided under an agreement with an employer in the public, private non-profit, or private sector. Not only does the participant have to meet eligibility requirements, but the employer and the position must meet specific requirements, as well.

OJT Training Agreements **are not** entitlements. Local WDBs should use OJT to develop long-term employment opportunities by identifying priority employers.

Every OJT employer must affirm enrollment and participation in the E-Verify federal work authorization program; this affirmation is part of the OJT Agreement.

A pre-agreement evaluation of the employer's performance must be completed using the criteria listed below:

- *Pre-award review* – WIOA Section 181 and the regulations at 20 CFR 683.260 prohibit the use of OJT funds for a training position at a business that has recently relocated if that physical relocation resulted in the loss of employment for any employee of the business. In such a case, the position must be in place for at least 120 days at the business' new location before it is eligible for OJT. A pre-award review is required to verify that a business claims to be "new" or "expanding" is not, in actuality, relocating. Document all pre-award reviews and include names under which the company does business; the name, title, and address of the company official certifying the information, and whether assistance is sought in connection with past or impending job losses at other facilities, including a review of whether Worker Adjustment and Retraining Notification (WARN) notices relating to the employer have been filed. The review may include consultation with labor organizations and other in the affected LWDA.
- It is State policy that the employer must have:
  - Recalled – or attempted to recall, in good faith – all employees who entered active layoff or participated in the Missouri Shared Work Unemployment Compensation Program within the

past 365 days in the local labor market area; and

- Not given notice of layoff to any employees from the same position or any substantially equivalent position.
- The training must not displace current employees.
- The company must have regulations that address safety and health issues.
- Appropriate supervision and training must be provided for all participants.
- Training must not duplicate a service already available through other programs of Missouri Department of Economic Development, including the Missouri One Start Program.
- WIOA law<sup>6</sup> and regulations<sup>7</sup>, state that OJT contracts must **not be entered into with employers that consistently fail to retain** OJT participants. The local OJT coordinator must not create an OJT program agreement with an employer who has previously exhibited a pattern<sup>8</sup> of failing to provide OJT participants with continued long-term employment as regular employees with wages, benefits, and working conditions. A participant's situation must be equivalent to that of regular employees who have worked a similar length of time and are doing the same type of work.
- The position must not be seasonal employment.
- The wages and benefits should be appropriate based on O\*NET State and National Wage Tables.
- The employer must pay its employer wage taxes.
- The position must be a full-time position, defined as 32 or more hours per week.
- Training must not impair any existing agreement for services or collective bargaining agreements.
- Training Agreements cannot be for temporary or intermittent employment, or for employment in an occupation for a fee.

The pre-award determination must be documented in case notes or uploaded to the employer's file.

### **Employer OJT Services and Other Case Management Requirements**

In order to report services provided to employer for the WIOA Effectiveness in Serving Employer performance measure, employer services must be recorded, as appropriate. The following services will apply to employer with regard to the OJT program and are to be recorded once the service is delivered.

E18-Work Based Learning Marketing – *Services provided to employer involving outreach and marketing of all Work Based Learning opportunities, to include OJT, Apprenticeships, Transitional Jobs, and Incumbent Worker Training.*

E-12-Work Based Learning Contract/Monitoring Visit – *Contact with an employer regarding any Work Based Learning contract (OJT, Apprenticeship, Transitional Jobs). Examples include, establishing a training plan, monitoring visits, and follow up services.*

## **REQUIRED PAPERWORK FOR THE OJT PROGRAM**

Once the participant and the employer have both met eligibility determinations, and all information has been appropriately documented, the OJT can be established. An OJT service is supported through the use of program specified paper documentation, which records employer attestation information, training plan information, results of monitoring throughout OJT service, and so on.

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<sup>6</sup> WIOA sec. 194(4); 29 U.S.C. 3254(4).

<sup>7</sup> 20 CFR 680.700(b)

<sup>8</sup> The law specifically includes past OJT performance under the Workforce Investment Act of 1998 as well as contemporary performance under WIOA.

OWD strongly recommends that its forms for OJT program management, listed at the end of this guide, be utilized for agreements and program management. If forms with local identifiers or headers are used, they **must** include all information required on the current corresponding OWD form. The form used should record information in the same format as required on the OWD forms.

Each OJT must be supported using the following OJT-related documentation:

- OJT Training Program Agreement
- OJT Training Outline and Job Description
- OJT Monthly Progress Report/Invoice
- OJT Monitoring Report
- OJT Supplemental Agreement, as applicable

### **OJT Program Agreement (DWD-PO-213)**

The OJT Program Agreement allows for the discussion of all things required under WIOA.

As part of establishing a program agreement, an employer orientation must be completed with each employer and/or employer representative to discuss the training provisions, general assurances, training plans (including the attainment of skills), program monitoring, and invoicing procedures.

In the orientation, staff must discuss WIOA's nondiscrimination requirements. Equal Opportunity for all participants is without regard to race, color, religion, sex, national origin, age, disability affiliation, belief, or state as a participant in the OJT program. The employer and/or employer representative must also be made aware of programmatic complaint and grievance rights and responsibilities under WIOA. To ensure OJT employers have been properly notified and provided with a copy of their rights and responsibilities, OWD requires a signed attestation using the EO-15 form, which identifies the OJT employer as a "recipient". For additional information, please see the latest guidance provided in the OWD Issuance regarding Equal Opportunity and WIOA Complaint and Grievances.

OJT participants cannot be employed in the construction, operation, or maintenance of a facility primarily devoted to sectarian instruction or religious worship. The Local WDB must have a policy in place to handle employer disputes, nepotism, and agreement-modification requests.

### **OJT Program Agreement Minimum Requirements**

If using a locally developed form, an OJT Program Agreement must include at minimum:

- Employer contact information, including FEIN;
- Training operator contact information;
- Beginning and ending date of the OJT Program Agreement (of the Agreement; not the duration of a participant's *training*, which may not exceed one year). The Program Agreement also may require an OJT Supplemental Agreement if the duration of the participant training extends beyond the original agreement dates (reimbursement will not be made for those hours unless a Supplemental Agreement is previously in place);
- The number of participants to be provided full-time employment under the OJT Program Agreement;
- The total fixed price of the OJT Program Training Agreement;
- Employer Attestation of Workforce Status and Electronic Time Management System;
- The concurrence of the Collective Bargaining Agent if applicable;

- Authorized, dated signature of the employer and the training operator;
- E-Verify enrollment documentation with an affidavit of work authorization;
- Legal Certifications regarding Debarment and Suspension in according with Uniform Guidance at 2 CFR 2998; and
- OJT Program Agreement General Assurances, which must include:
  - E-Verify confirmation;
  - Reference to labor standards;
  - Grievance procedures;
  - Compliance with all applicable business licensing and taxation;
  - Provisions covering liability, sanctions, and debt repayment; and
  - The employer’s commitment to retain the participant(s) upon training completion.

**On-the-Job Training Outline and Job Description (DWD-PO-214)**

The OJT Outline and Job Description form is used to identify the occupation, the skills, and the competencies for which the participant is training, as well as the length of time of the training. The OJT Outline and Job Description form, also referred to as the Training Plan, must establish a benchmark for the normal duration of time required for an average participant to become proficient in the occupation for which the training is to be provided. To determine the appropriate length of the training agreement, consider the skill requirement of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant’s EP.

Thoroughly document the Skills Gap Analysis at a level sufficient to justify expenditure of either the State or Federal funds.

Determine the position for which the participant will train, and then develop a Training Plan. The Training Plan will be a formal, written outline of structure job training. That training is to combine instruction in general employment competencies with occupationally specific skills that will enable the participant to work toward self-sufficiency. Use O\*NET and/or the company’s job description as a basis to list skills or tasks. Keep each skill description concise and comprehensive, and make sure the individual tasks are measurable and observable.

Job description must be consistent with the training being provided. Local WDBs must document that the proposed training is in the agreed-to occupation.

**OJT Outline and Job Description Minimum Requirements**

On-the-Job Training Outline and Job Description Form must include:

- Name of participant;
- The statewide electronic case management system State ID and last four digits of Social Security Number;
- Occupation for which training will be given;
- Specific Vocational Preparation (SVP) Level;
- Starting and ending dates of training (not the Program Agreement; any variance requires an OJT Supplemental Agreement);
- Number of hours per week participant will work;
- Initial wage rate and scheduled raises (if any);
- OJT wage and the percentage of reimbursement;
- Maximum OJT-obligation amount;

- Name or job title of person responsible for training;
- A job description and training outline that clearly reflects what the participant will learn and the length of the proposed training;
- A list of specific skills or tasks the employer agrees to provide to the participant;
- Signature of participant and date; and
- Signature of employer/trainer and date.

An OJT Agreement with participant’s former employer is discouraged and **only allowable with prior approval** from the Business Service Team Lead and the OWD Work Based Learning Program Coordinator. The Training Plan and participant’s statewide electronic case management system EP must additionally document that the OJT participant is training in an upgraded position.

The Training Plan reimbursement rates must not exceed 50 percent of the wage rate of the participant.

Generally, Training Plan reimbursement rates must not exceed 50 percent of the wage rate of the participant.

The Governor may authorize an increase in the reimbursement rate for the OJT agreements funded through the statewide employment and training activities described in 20 CFR 682.210 of up to 75 percent. The Local WDB also may increase reimbursement rate for OJT agreements described in 20 CFR 680.320(a)(1) up to 75 percent, when taking into account the following factors, as outlined in the local OJT policy:

- The characteristic of the participants, taking into consideration whether they are “individuals with barriers to employment” as defined in WIOA sec. 3(24);
- The OJT employer qualifies as a small business, as defined by the U.S. Small Business Administration;
- The Local WDB’s Local Plan identifies the industry sector that includes the OJT occupation in its sector strategies;
- The occupation rates an “A” or “A+” rating in the Missouri Economic Research and Information Center (MERIC) Missouri Occupational Outlook Projections for 2014-2024;
- Other factors approved by the OWD’s Work Based Learning Manager, 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.

The identified circumstance from the above list, used to justify the increased OJT reimbursement rate, must be recorded as a participant or employer Case Note, as appropriate, in the OWD electronic case management system.

In determining the appropriate length of the Training Agreement, determine the SVP level associated with the occupation, then consider the skill requirements of the occupation, the academic and occupational skill level of the participant, the participant’s prior work experience, and the participant’s EP. Base the participant’s length of training on the skills gap between the position and the OJT participant. If a participant has relatable work experience or education, the length of training must be reduced following a local-defined process.

**Training must not exceed 1,040 hours for WIOA-funded OJTs.**

The following is the conversion between the Specific Vocational Preparation (SVP) Level of the occupation and the maximum weeks of training allowed for an OJT participant. (An explanation of the various levels of SVP is available at [O\\*NET Online](#).)

<b>SVP Level</b>	<b>Maximum Duration of OJT</b>
<b>1</b>	Short demonstration only
<b>2</b>	Up to 1 month
<b>3</b>	Up to 3 months
<b>4 and over</b>	Up to 6 months = 1,040 maximum hours of training

As mentioned in the section on “Determining Employer Eligibility,” OJT participants’ compensation and benefits must be at the same rates, including periodic increases, as that of trainees or employees in similar occupations for the same employer who possess similar training, experience, and skills. Such rates shall be in accordance with applicable law, but in no event less than the higher of the rate specified in Sec. 6(a)(1) of the Fair Labor Standards Act of 1938 [29 U.S.C. 206(a)(1)] or the applicable State (<https://labor.mo.gov/DLS/MinimumWage>) or local minimum wage law [WIOA sec. 181(a)(1)(A)]; 29 U.S.C. 3241(a)(1)(A). Rates shall not be less than the higher of the federal, State, or local minimum wage.

### **Invoicing (DWD-PO-220)**

Payments to employers for the OJT agreement must comply with WIOA program guidelines and the Local WDB’s policies. Local WDBs must ensure that payments to employers compensate for the extraordinary costs associated with training and costs associated with the lower productivity of participants. Employer are not required to document these extraordinary costs.

OWD does require, however, that employers establish record-keeping and record-retention systems that adequately support OJT invoices. All records associated with payment to employers must be available to OWD monitors. The invoice system that determines reimbursement must clearly document the number of hours worked each day by the participant and the rate of pay for the period. Both the participant and the employer must sign the invoice, unless the participant signs documentation (timesheet/timcard) that the employer attaches and reconciles to the invoice. In the event the participant is unable to sign a timesheet, outline attempts to secure a signature in case notes. If a company uses an electronic time management system to capture attendance, and attests to its use in the Program Agreement, the participant’s signature is not necessary. The employer is required to submit timesheets with their monthly invoice in order to receive reimbursement. Staff must utilize the invoice and the supporting timesheets to ensure the employer has not requested reimbursement for hours in which no training occurs (illness, holidays, and other paid time off).

Base payments to employers on scheduled raises and regular pay increases, if they occur. Any such raises must be documented within the OJT Supplemental Agreement (form DWD-PO-215) and must be in place prior to the reimbursement of the wage increase. Payments to employers cannot be based on higher wages due to overtime, shift differential, premium pay, other non-regular wages paid by the employer, or periods of time in which no training occurs (illness, holidays, plant downtime, or other events). In the event a participant is earning overtime, payments may be made to the employer to reimburse the number of hours worked only and must not be based on the increased wage rate.

The form DWD-PO-220, “OJT Monthly Invoice,” serves as an example of an invoice. Employers cannot pay OJT participants in cash.

### **Documentation Requirements**

Local WDBs are responsible for monitoring training, invoicing, and reimbursement systems on a pre-determined, systematic, and documented basis. Local WDBs must verify and document progress and provide technical assistance, as needed, to the employer and the participant.



All employers are required to maintain their own internal supporting documentation in accordance with the record retention requirements in Article 6 of the Program Agreement General Assurances (form DWD-PO-213).

### **Monitoring (DWD-PO-219 A&B)**

Monitoring of the OJT Training Agreement is the responsibility of the Training Operator (Local WDB or WIOA Service Provider). The duty may be assigned to another designated entity or individual, provided there is no conflict of interest. The monitoring will include participant training and corresponding employer payroll records. To ensure validity and propriety of the reimbursement amounts claimed, **on-site monitoring** of OJT employers and other subrecipients is required.

For program compliance, on-site monitoring of each participant must occur, at a minimum, **mid-training** and upon **completion**.

Document mid-point and end-point monitoring on the DWD-PO-219 Part B form during on-site monitoring. Also document mid-point and end-point monitoring results in Case Notes.

End-point monitoring is to evaluate an employer's performance and to determine suitability for future agreements. DWD-PO-210 Part A is used to ascertain the following:

- Did the employer retain the completed OJT participants;
- Did monitoring identify training as poor or incomplete;
- Was there an increase or decrease in wages after training;
- Was the participant dismissed after training or during the follow-up point; and
- Were there any participant grievances?

The Local WDB or its designee must conduct sub-state monitoring of its programs, including employer fiscal records, as outlined in the Statewide Sub-State Monitoring Policy. OWD will monitor for program compliance through OWD's electronic case management system and Local WDB financial records during the annual Programmatic/Financial Monitoring.

### **Supplemental Agreement (DWD-PO-215)**

Training plans and agreements include very specific dates to indicate how long the training service will last, the forms also document a fixed dollar amount to be paid over the course of the agreement. During the course of the OJT, a need may arise to modify the original agreement.

The Supplemental Agreement must indicate the modification type, either Bilateral or Unilateral. A *Bilateral* modification is a change that impacts both parties, both the **Training Operator** and the **Employer**. A *Unilateral* modification is a change that impacts only one party.

## **FINANCIAL REPORTING**

Local WDBs should report OJT as a program cost on their monthly contract progress reports required by the OWD [Financial Manual](#).



## OJT EMPLOYER OUTREACH STRATEGIES

### Outreach

A sound outreach plan should be based on the premise that businesses will use an organization that serves their interests. Outreach efforts should begin with the Business Services Team and avoid duplication efforts and administrative waste. Define outreach objectives locally to suit the area's employment conditions. Research local market information using online resources, such as Missouri Economic Research and Information Center ([MERIC](#)), [O\\*NET Online](#), and the North American Industry Classification System ([NAICS](#)).

OJT outreach can be a mix of direct and indirect methods. This can include face-to-face contacts with employers, mail-outs (introductory letters, notes of appreciation, newsletters), involvement with the Chamber of Commerce, press releases, networking with other agencies, and speaking to civic organizations.

Outreach strategies include:

- Researching companies before contact, and noting previous labor needs.
- Targeting high growth and in-demand industries in the LWDA.
- Educating employers about how OJT can enhance their businesses, cut waste, skill up the workforce, reduce turnover, and increase profits.
- Projecting how OJT can save the company money.
- Offering the employer assistance with completing the required paperwork.

Each Local WDB must describe the Board's ongoing strategies for promoting and increasing the number of participants in OJT in the WDB's local plan.

## QUESTIONS

Any questions regarding the execution of OJT, should first be directed to the appropriate contact person at the local level. Should additional assistance be needed, questions can be directed to the WIOA Programs team at [programs@dhewd.mo.gov](mailto:programs@dhewd.mo.gov).

## FORMS

All forms are available online at [jobs.mo.gov/dwdprograms](https://jobs.mo.gov/dwdprograms)

DWD-PO-213	On-the-Job Training Program Agreement
DWD-PO-214	On-the-Job Training Outline and Job Description
DWD-PO-215	On-the-Job Training Supplemental Agreement
DWD-PO-217	On-the-Job Training Eligibility Notification
DWD-PO-219	On-the-Job Training Monitoring Report, Part A (Employer), Part B (Participant)
DWD-PO-220	On-the-Job Training Monthly Progress Invoice

## RELATED ISSUANCES

- 04-2018: Participant Activity Codes & Definitions
- 13-2017: Statewide Supportive Services Policy
- 16-2017: Disseminating Notices For Equal Opportunity For EO and Complaint & Grievances
- 28-2017: Credential Attainment Policy
- 13-2019: Statewide Workforce Innovation and Opportunity Act (WIOA) Youth Program Framework and Design Policy
- 05-2020: WIOA Youth Program Eligibility and Documentation TAG
- 09-2020: Statewide Individual Employment Plan Development Policy
- 01-2021: Measurable Skills Gain Policy
- 16-2021: Wagner-Peyser / Labor Exchange Policy
- 13-2021: Workforce Innovation and Opportunity Act (WIOA) Work Experiences for Youth Participants
- 23-2021: Document Management
- 07-2022: WIOA Adult and Dislocated Worker Eligibility and Documentation TAG
- 08-2022: Training Eligibility Justification
- 09-2022: Case Note Policy

NOTE: The above list is not all inclusive list; additional issuances, or otherwise updated issuances, may be applicable. All issuances can be found online at <https://jobs.mo.gov/dwdissuances>. Questions regarding issuances are to be directed to [dwdpolicy@dhewd.mo.gov](mailto:dwdpolicy@dhewd.mo.gov).

# Attachment C

## FORMS



Missouri Department of Higher Education and Workforce Development  
Office of Workforce Development

**Worksite Agreement**

(Each agency and employer requires a separate agreement.)

This Agreement is made between \_\_\_\_\_ hereafter called **AGENCY**, and \_\_\_\_\_ hereafter called **EMPLOYER**. These parties agree that the **EMPLOYER** shall provide work experience and supervision to the COVID Grant participants at Worksites in accordance with the General Assurances, Worksite Worksheet, and the Position Description Form associated with each position, which are part of this contract.

**WORKSITE INFORMATION**

<b>WORKSITE INFORMATION</b>	Company Name:	
	Federal Employer ID Number (FEIN)	
	Address	
	City, State, Zip Code	
	Telephone Number	
	Contact Person	
	Collective Bargaining Agent <i>(if applicable)</i>	
	Worksite is: <input type="checkbox"/> Government <input type="checkbox"/> Private Non- Profit	

**WORKSITE POSITIONS**

WORKSITE POSITION TITLE	PAY RATE	# OF DISASTER RELIEF WORKERS	SUPERVISOR NAMES	# SUPERVISORS TO # WORKERS RATIO

**X**  
 \_\_\_\_\_  
 Signature of **Employer/** Type/Print Name Title Organization Date  
 Authorized Representative

**X**  
 \_\_\_\_\_  
 Signature of **Agency/** Type/Print Name Title Organization Date  
 Authorized Representative

## Worksite Agreement – General Assurances

1. **AUTHORITY:** This Agreement is executed pursuant to the Workforce Innovation and Opportunity Act, 29 U.S.C. 2801, et seq., as amended (“WIOA”), and Final Regulations, 20 C.F.R. Part 652, et al.
2. **WORK DESCRIPTION:** An individual served under this Agreement will be referred to as “participant”. A Job Description will be provided to each participant served under this Agreement. The participant will not start work until all required parties have signed the “Worksite Agreement”. The **EMPLOYER** and **AGENCY** shall work together to determine the most efficient process for collection of timesheets to ensure prompt payment to participants.
3. The **EMPLOYER** agrees to provide work experience for the COVID Grant participant as follows and ensure that:
  4. No participant exceeds 2,080 hours or 12 months of employment, whichever occurs first.
  5. Wages which are determined through the **EMPLOYER** and are paid through the **AGENCY** are comparable to wages paid to other employees with commensurate skills and experience; as outlined on the agreement.
  6. Each **EMPLOYER** Worksite supervisor shall be provided a Worksite Supervisor Orientation for the program.
  7. The **EMPLOYER** shall provide the participant with an orientation to the requirements of the job, work rules, expectations, hours of work, and any other special requirements of the **EMPLOYER**.
  8. The **EMPLOYER** will provide a sufficient quantity of work to fully occupy participant; duties must follow those as read upon the position description form.
  9. The **EMPLOYER** Worksite shall notify COVID Grant program staff of participant terminations.
  10. The **EMPLOYER** agrees to provide the instruction, supervision of employees, supplies, etc. that are necessary for the participant to conduct their job duties.
  11. The **EMPLOYER** will agree to absorb all financial liability for any costs that may result from damage caused by the participant.
  12. The **EMPLOYER** will ensure that accurate time and attendance records are completed on a daily basis and that the hours recorded will only reflect the hours the participant worked.
  13. The **EMPLOYER** will treat COVID Grant participants in the same manner as other employees in regards to disciplinary action.
  14. The **EMPLOYER** will ensure that the tasks the participant performs are services agreed upon to assist with COVID-related clean-up and recovery or services designed to save lives and alleviate suffering of those impacted by the COVID pandemic.
  15. The **EMPLOYER** will notify the **AGENCY** when all tasks have been completed at the Worksite.
  16. The **EMPLOYER** will ensure that no participant will be involved in any sectarian or political activities.
  17. The **EMPLOYER** will retain an “Emergency Contact” form for each participant.
  18. The **EMPLOYER** will make appropriate contact with the Department of Natural Resource to ensure activities are not negatively impacting endangered species or their habitats, as applicable.
19. **MONITORING:** The **EMPLOYER** understands that the **AGENCY**, the Office of Workforce Development, U.S. Department of Labor, or other such related agencies may monitor this Worksite to ensure compliance with rules and regulations.
20. **EMPLOYEE DISPLACEMENT/REPLACEMENT:** No participants shall displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of date of participation). A participant in a program or activity may not be employed in or assigned to a job if:
  - 1) Any other individual is on layoff from the same or any substantially equivalent job;
  - 2) The employer has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with the COVID Grant participant; or
  - 3) The job is created in a promotional line that infringes in any way on the promotional opportunities of current employed workers.
  - 4) Regular employees and participants alleging displacement may file a complaint under the applicable grievance procedures found at 20 C.F.R. Part 667.600. (WIOA Section 181)
21. **WORKERS COMPENSATION:** The **AGENCY** is responsible for job related injuries to the participant and will provide insurance through Workers Compensation or other adequate medical and accident insurance. The **EMPLOYER/Worksite supervisor** **MUST** contact the **AGENCY** immediately upon a workplace injury of a participant and complete the necessary forms.
22. **HEALTH AND SAFETY:** The participant will complete the same type of job duties as other regular employees. Participants employed or trained in inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices.
23. The **EMPLOYER** agrees to maintain sanitary facilities, safe working conditions, within a drug-free workplace and compliance with the OSHA and Child Labor Laws and age laws of the Fair Labor Standards Act (FLSA) provided to the training site by the program staff.
24. **INAPPROPRIATE ACTIVITIES:** The **EMPLOYER** will not place participants in unapproved activities. If participants are assigned to unapproved activities, participant(s) will be immediately removed from the work site.
25. **NEPOTISM:** No participant may be placed in an employment activity of a member of that person’s immediate family is directly supervised by or directly supervises that individual.
26. **UNION COMPLIANCE:** The **EMPLOYER/AGENCY** will ensure this work experience will not impair existing contracts for services or collective bargaining agreements. When a program or activity authorized under title 1 of WIOA would be inconsistent with a collective bargaining agreement, the appropriate labor organization and employer must provide written concurrence before the program or activity begins. (29 C.F.R. Part 667.270(b))
27. **DISCLOSURE OF CONFIDENTIAL INFORMATION:** The **EMPLOYER** agrees to maintain the confidentiality of any information regarding applicants and trainees, or their families, which may be obtained through application forms, interviews, tests, and reports from public agencies, counselors or any other source.
28. **EQUAL OPPORTUNITY:** The **EMPLOYER** agrees not to discriminate against any participant because of age, race, creed, color, religion, political belief or affiliation, sex, national origin, ancestry or disability. The **EMPLOYER** further agrees that it will take affirmative action to ensure that applicants are employed, and that employees are treated without discrimination during employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation and selection for training, including apprenticeship. (WIOA Section 188)
29. **AMERICAN WITH DISABILITIES ACT:** The **EMPLOYER** shall comply with the Americans with Disabilities Act of 1991, Public Law 101-336, or as amended and associated code of federal regulations published in the Federal Register as applicable to the **EMPLOYER** directly or indirectly as recipients of contracted funds for the State of Missouri.
30. The **EMPLOYER** will perform its duties in accordance with the Workforce Innovation and Opportunity Act and the regulations, procedures and standards promulgated there under, as well as any subsequent legislation, regulations, procedures and standards enacted in substitution or in addition thereto.
31. **RELATIONSHIP OF PARTIES:** The **EMPLOYER** does not become the agent of the **AGENCY** for any purpose pursuant to this contract and will make no representation of any such agency. In agreeing to employ and provide training for the participant, the **EMPLOYER** understands that this does not make the participant an employee or agent of the **AGENCY**.
32. **TERMINATION OF AGREEMENT:** The **AGENCY** may terminate, effective immediately, performance of work under this Agreement if, for any reason, the **AGENCY** determines that such termination is in the best interest of the program. The **AGENCY** may also cancel this Agreement if it determines that the **EMPLOYER** has failed to provide any of the training specified or failed to comply with any of the other provisions contained in the Agreement or any other program requirement. **EMPLOYER** may terminate this Agreement for any reason upon sixty (60) days prior notice to **AGENCY**. **EMPLOYER** may also cancel this Agreement if it determines that **AGENCY** has breached any provision contained in the Agreement or any other program requirement. **EMPLOYER** may remove a participant following appropriate disciplinary protocol and request an acceptable replacement to provide the services under the Agreement, following due diligence between the **EMPLOYER** and **AGENCY** to resolve issues.
33. **AVAILABILITY OF FUNDS:** This contract is predicated on the continuing availability of funds from the Office of Workforce Development.

**Acknowledgement: I have received the above information: Employer’s Initials: \_\_\_\_\_ Date: \_\_\_\_\_**



Missouri Department of Higher Education and Workforce Development  
Office of Workforce Development

**ON-THE-JOB TRAINING PROGRAM AGREEMENT**

TRAINING OPERATOR (OWD or Local WDB)		CONTACT PERSON		TRAINING OPERATOR TELEPHONE NUMBER	
EMPLOYER				FEIN	
ADDRESS			CONTRACT NUMBER		NO. OF ALL PARTICIPANTS
EMPLOYER CONTACT PERSON				CONTACT PERSON TELEPHONE NO.	
FISCAL CONTACT PERSON		FISCAL CONTACT TELEPHONE NO.		FISCAL ADDRESS IF DIFFERENT THAN EMPLOYER TRAINING ADDRESS	

This training agreement is entered into between the \_\_\_\_\_, hereinafter called the **On-the-Job Training Operator**, and \_\_\_\_\_, hereinafter called the **Employer**. The parties hereto agree that the **Employer** will employ \_\_\_\_\_ participants and provide full-time, on-the-job training services in accordance with the training outline, which is attached and made a part hereof. The Employer will receive a total fixed price in an amount not to exceed \$\_\_\_\_\_ in consideration for training services provided during the period beginning \_\_\_\_\_ and ending \_\_\_\_\_. Such amount will be paid pursuant to the terms and conditions set forth under the General Assurances outlined within this agreement (“ON-THE-JOB TRAINING GENERAL ASSURANCES”). Participants employed under this agreement must be certified as being eligible prior to employment by the **Training Operator**. A “Monthly Progress Report/Invoice” covering the prior month’s activities, along with other information as required for reimbursement purposes, must be submitted by the **Employer** to the **Training Operator** by the fifth working day of the following month. A form for this purpose will be furnished by the **Training Operator**.

**EMPLOYER ATTESTATIONS (FOR WIOA OJT ONLY)**

- a. The **Employer** attests upon entering this agreement that the training position(s) have not been relocated from any of its assets within the United States within the prior 120 days.  Yes  No
- b. The **Employer** attests upon entering this agreement that it has: 1) attempted recall on all employees on active layoff of less than 365 days, and/or 2) not given notice of layoff from the same, or any substantially equivalent, position.  Yes  No
- c. The **Employer** utilizes an electronic time-management system to capture time-management records.  Yes  No

**CONCURRENCE OF THE COLLECTIVE BARGAINING AGENT**

- a. Is (Are) the occupation(s) in which employment and training to be offered subject to a collective bargaining agreement?  Yes  No
- b. If “Yes,” has there been concurrence by the appropriate bargaining representative?  Yes  No

Please indicate the name, title, and union affiliation of the appropriate bargaining representative:

\_\_\_\_\_

**AUTHORIZED SIGNATURES**

EMPLOYER SIGNATURE	PRINT/TYPE NAME	TITLE	DATE
AUTHORIZED TRAINING OPERATOR SIGNATURE	PRINT/TYPE NAME	TITLE	DATE
LOCAL WDB DIRECTOR OR REPRESENTATIVE SIGNATURE	PRINT/TYPE NAME	TITLE	DATE

## LEGAL CERTIFICATIONS

By signature of this Training Program Agreement, the Employer provides the following Certification regarding Debarment and Suspension in accordance with 2 CFR Part 2998 and certifies that to the best of his or her knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State of Missouri department or agency;
- Have not within a three-year period preceding this Training Program Agreement been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in this certification; and,
- Have not within a three-year period preceding this Training Program Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.

Where the prospective primary Employer's representative is unable to certify to any of the statements in this certification, such representative shall submit an explanation to the Training Operator.

The Contracting Agency (Employer) assures, as a condition to the award of financial assistance under the Workforce Innovation and Opportunity Act (WIOA) from the U.S. Department of Labor (USDOL), with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA-funded program or activity, that it will comply fully with the nondiscrimination and equal-opportunity provisions of WIOA Section 188, 20 CFR 683.600, and 29 CFR Part 38.

### NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

**Note:** This particular assurance (portions which are duplicated elsewhere in other assurances) is applicable to the extent that the program activities are conducted as part of the One-Stop Delivery System (See 29 CFR 38.2). As a condition to the award of financial assistance from the USDOL under Title I of WIOA, the Contracting Agency assures that it and its subrecipients will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- (1) Section 188 of WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity;
- (2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- (3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Contracting Agency (and its subrecipients) also assures that it will comply with 29 CFR Part 38, as proposed, and all other regulations implementing the laws listed above. This assurance applies to the Contracting Agency's operation of the WIOA Title I financially assisted program or activity, and to all agreements the Contracting Agency makes to carry out the WIOA Title I financially assisted program or activity. The Contracting Agency understands that the United States has the right to seek judicial enforcement of this assurance.

The Missouri Office of Workforce Development and the Local Workforce Development Boards are responsible for ensuring WIOA recipients comply with the nondiscrimination and equal-opportunity regulations. If the employer has 15 employees and 15 WIOA participants during a grant year, the employer will be monitored for compliance with 29 CFR Part 38.

---

EMPLOYER SIGNATURE

PRINT/TYPE NAME

TITLE

DATE

**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION**

**BUSINESS ENTITY CERTIFICATION:**

The employer must certify its current business status by completing either Box A, Box B, or Box C following on this exhibit.

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity that has not yet completed and submitted documentation pertaining to the federal work authorization program.
BOX C:	To be completed by a business entity that has current work-authorization documentation on file with a Missouri State agency, including the Office of Administration's Division of Purchasing.

**Business entity**, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

**NOTE:** Regarding government entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out-of-state agencies, out-of-state schools, out-of-state universities, and political subdivisions. A business entity does not include Missouri State agencies and federal government entities.

**BOX A – CURRENTLY NOT A BUSINESS ENTITY**

I certify that \_\_\_\_\_ (Company/Individual's Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525 RSMo, pertaining to section 285.530 RSMo, as stated above, because (Check the applicable business status that applies below.):

I am a **self-employed** individual with no employees; **OR**

The company that I represent employs the services of **direct sellers**, as defined in subdivision (17) of subsection 12 of section 288.034 RSMo.

I certify that I am not an alien unlawfully present in the United States, and if \_\_\_\_\_ (Company/Individual's Name) is awarded an agreement for services requested herein under (Bid/SFS/ Agreement Number) and if the business status changes during the life of the agreement to become a business entity as defined in section 285.525 RSMo, pertaining to section 285.530 RSMo, then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/ Individual's Name) agrees to complete Box B, comply with the requirements stated in Box B, and provide the \_\_\_\_\_ (insert agency name) with all documentation required in Box B of this exhibit.

---

Authorized Representative's Name *(Please Print)* \_\_\_\_\_ Authorized Representative's Signature \_\_\_\_\_

---

Company Name *(If Applicable; Please Print)* \_\_\_\_\_ Date \_\_\_\_\_



(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

### BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that \_\_\_\_\_ (Business Entity Name) MEETS the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

As a business entity, the employer must perform/provide each of the following. The employer should check each to verify completion/submission of all of the following:

- o Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- o Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the employer's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the employer's name and the MOU signature page completed and signed, at minimum, by the employer and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the employer's name and company ID, then no additional pages of the MOU must be submitted; AND
- o Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

**AFFIDAVIT OF WORK AUTHORIZATION:**

The employer who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

***In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)***

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
E-Verify Company ID Number

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_.  
(DAY) (MONTH, YEAR)

I am commissioned as a notary public within the County of \_\_\_\_\_,  
(NAME OF COUNTY)

State of \_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

**BOX C – AFFIDAVIT ON FILE – CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency, Missouri Job Center, Local Workforce Development Board, or or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- o The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the employer’s name and the MOU signature page completed and signed by the employer and the Department of Homeland Security – Verification Division
- o A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency, Missouri Job Center, Local Workforce Development Board, or Public University\*** to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

**Date** of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(if known)

\_\_\_\_\_  
Authorized Business Entity Representative’s Name  
(Please Print)

\_\_\_\_\_  
Authorized Business Entity Representative’s Signature

\_\_\_\_\_  
E-Verify MOU Company ID Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

**FOR OFFICE USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Missouri Job Center (if applicable)

## ON-THE-JOB TRAINING PROGRAM CONTRACT GENERAL ASSURANCES

### 1. Participant Approval

The Workforce Innovation and Opportunity Act (WIOA) and the Trade Act of 1974 and Amendments thereafter require that the following conditions must be satisfied for approving and paying the cost of on-the-job training:

- (a) No currently employed worker is displaced, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits;
- (b) Training does not impair existing contracts for services or collective bargaining agreements;
- (c) In the case of training which would be inconsistent with the terms of a collective bargaining agreement, written concurrence must be obtained from the concerned labor organization;
- (d) No other individual is on layoff from the same or any substantially equivalent job for which such eligible participant is being trained;
- (e) The **Employer** has not terminated the employment of any regular employee or otherwise reduced the workforce with the intention of filling the vacancy so created by hiring the eligible participant;
- (f) The job for which the eligible participant is being trained is not being created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals;
- (g) The training is not for the same occupation as that from which the participant was separated and with respect to which such participant's group was certified;
- (h) The **Employer** has not received payment under any other on-the-job training provided by such **Employer** which failed to meet the requirements of (a) through (f) above;
- (i) The **Employer** has not taken, at any time, any action which violated the terms of any certification described in 3(c) below made by the **Employer** with respect to any other on-the-job training provided by the **Employer** for which any other **Training Operator** has made reimbursement payment; and
- (j) There is no member of the prospective participant's immediate family engaged in an administrative capacity for the **Employer**.

### 2. Termination of Contract

The performance of work under this agreement may be terminated by the **Training Operator** when, for any reason, it is determined that such termination is in the best interest of the program, or when it has been determined that the **Employer** has failed to comply with any of the other provisions contained in the agreement.

### 3. Termination of Participants

- (a) **Employer** agrees that participant will not be terminated without prior notice to such participant and with prior consultation with the **Training Operator**. Reasonable opportunity will be provided for improvements of any unsatisfactory performance, including substandard or unsatisfactory progress or conduct, so that the **Training Operator** may assist in correcting, adjusting, and improving such performance before termination becomes necessary. This, however, does not preclude the **Employer's** right to terminate the participant in the event of gross misconduct or other causes for immediate termination, as defined in the **Employer's** personnel standards and policy.
- (b) **Employer** shall be responsible to report to the **Training Operator** within ten (10) working days the voluntary or involuntary termination of participants from the training program.
- (c) **Employer** agrees not to terminate participant for the exclusive reason of agreement expiration. It is expected that the participant will be retained after completing the training, if the participant desires to continue such employment, and the **Employer** does not have due cause to terminate the employment.
- (d) **Debarment and Suspension:** Employer agrees to meet Federal and State requirements regarding debarment and suspension.

### 4. Participant Wages and Benefits

- (a) Hourly wages paid to participants shall not be less than the highest of the following:
  - the minimum wage rate prescribed by the federal, state, or local law;
  - the prevailing wage rate for persons similarly employed by the

- **Employer;** or,
- the wage rate required by an applicable collective bargaining agreement.

(b) **Employer** agrees that the participant will receive all fringe benefits available to other employees in the same class during the training program, and the participant will be assured of workers' compensation at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. (c) No participant will be required or permitted to work or train in buildings or surroundings under working conditions which are unsanitary, hazardous, or dangerous to the participant's health or safety. Participants employed or trained in inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices.

### 5. Payments

- (a) Payment for OJT shall be based on the total hours worked per month multiplied by the training cost per hour within that job title. Overtime costs and holiday pay will not be reimbursed. Total reimbursement shall not exceed the amount agreed upon in this agreement.
- (b) **Employer** must be current on tax payments. Outstanding state taxes could result in rejection of reimbursement until resolved.
- (c) **Employer** agrees to provide full-time employment, defined as not less than 32 hours per work week if the agreement is established under a WIOA program or defined as 'full-time' by the employer if the agreement is established under the Trade Program.
- (d) Payments made under this agreement cover all payment obligations by **Training Operator** to **Employer** and payment for the **Employer's** services in providing training is considered sufficient by all parties to cover costs of training. These costs include OJT instruction, non-productive time, extra wastage, added wear and tear of equipment, and the added supervisory effort. No other obligation for payment or other financial liability of any kind is incurred by **Training Operator**.
- (e) No payments may be made to **Employer** for the training of participants in OJT during the periods of work stoppage as a result of a labor dispute or natural disaster.

### 6. Records Maintenance

- (a) **Employer** shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all training costs and services claimed to have been incurred and anticipated to be incurred for the performance of this agreement.
- (b) **Employer's** records to be maintained shall include documentation of participant's daily time and attendance records.
- (c) The **Employer** shall preserve and make available records until the expiration of five (5) years from the final payment under this agreement.
- (d) The **Employer** agrees that authorized representatives of Training Operator and other representatives of funding sources shall be given access to, at all reasonable times, the facilities and records pursuant to this agreement.
- (e) Upon request of the **Training Operator**, the progress of the participant shall be reported. The **Employer** shall assist in providing the **Training Operator** access to participant to perform counseling services.
- (f) **Employer** affirms enrollment and participation in the E-Verify federal work-authorization program.

### 7. Disclosure of Confidential Information

The **Employer** agrees to maintain the confidentiality of any information regarding applicants and participants, or their families, which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source.

### 8. Laws Applicable

The **Employer** will perform its duties under this agreement in accordance with the WIOA regulations, the Trade Act of 1974 and Amendments thereafter, and procedures and standards promulgated there under, as well as any subsequent legislation, regulations, procedures, and standards enacted in substitution or in addition thereto.

**Acknowledgement:** I have received the above information.

**Employer's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



MISSOURI DEPARTMENT OF HIGHER EDUCATION AND WORKFORCE DEVELOPMENT  
OFFICE OF WORKFORCE DEVELOPMENT

**ON-THE-JOB TRAINING OUTLINE AND JOB DESCRIPTION**

*(Description of processes, operations, or skills to be learned during time for which wages are paid by Employer)*

**(COMPLETE A SEPARATE FORM FOR EACH PARTICIPANT)**

EMPLOYER NAME			CONTRACT NUMBER		
OCCUPATION FOR WHICH TRAINING WILL BE GIVEN			O*NET CODE		SVP LEVEL
SELECT FUNDING SOURCE			ADDITIONAL FUNDING INFORMATION		
INITIAL WAGE RATE \$	ENDING WAGE RATE \$	TOTAL OJT WAGE REIMBURSEMENT \$	OJT REIMBURSEMENT RATE (%) %	HOURS PER WEEK	
PARTICIPANT'S NAME			STATE ID		SOCIAL SECURITY NUMBER (LAST 4 DIGITS)
BEGINNING DATE OF TRAINING			ANTICIPATED ENDING DATE OF TRAINING		

JOB DESCRIPTION

TRAINING OUTLINE (ACTIVITIES)	ESTIMATED NUMBER OF HOURS	ESTIMATED COMPLETION DATE
If necessary, additional training outline entries, or information describing training activities, can be continued on a separate sheet and attached to this form.		◀ TOTAL HOURS

**NOTE: It may be necessary to deviate from the above schedule, depending on the trainee's ability to gain and retain knowledge of the various tasks within the occupation. Hours indicated are estimates. The trainee also may be assigned to perform other duties as required by the employer. These would be duties expected of any new or inexperienced employee and could include cleaning of the work area.**

EMPLOYER/TRAINER NAME	EMPLOYER/TRAINER SIGNATURE <b>X</b>	DATE
PARTICIPANT'S SIGNATURE <b>X</b>		DATE

For additional information about Missouri Office of Workforce Development services, contact a Missouri Job Center near you. Locations and additional information are available at [jobs.mo.gov](http://jobs.mo.gov) or 1-888-728-JOBS (5627). The Missouri Department of Higher Education and Workforce Development is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Missouri Relay Services at 711.



Missouri Department of Higher Education and Workforce Development  
Office of Workforce Development  
On-The-Job Training  
**Eligibility Notification**

DATE OF ISSUANCE
------------------

PARTICIPANT'S NAME
--------------------

PARTICIPANT'S ADDRESS
-----------------------

Dear Employer:

The above-named individual may be eligible for On-The-Job Training (OJT). If you hire this person for a job that requires training on your part, you may be eligible for reimbursement, through the Workforce Innovation and Opportunity Act (WIOA), for as much as half the wages you pay this individual during the specified period of training. This reimbursement would be to compensate you for the extraordinary expenses for training on the job.

For you to be eligible for reimbursement, **the contract procedures and negotiations for On-The-Job Training must be completed** between the employer and the staff of the Missouri Job Center **prior to the individual starting work**. A contract will be negotiated depending on the availability of funds at the time of hire.

This certificate expires on \_\_\_\_\_  
(Expiration Date)

For further information, please call \_\_\_\_\_  
(Job Center Contact)

at \_\_\_\_\_  
(Job Center Telephone Number)

\_\_\_\_\_  
(Signature of Job Center Representative)



Missouri Department of Higher Education and Workforce Development  
 Office of Workforce Development  
**On-the-Job Training Monitoring Report (Employer)**

JOB CENTER REPRESENTATIVE FILING REPORT	EMPLOYER NAME AND REPRESENTATIVE	DATE OF VISIT
---	----------------------------------	---------------

NAME OF PARTICIPANT	PARTICIPANT'S STATE ID	PARTICIPANT'S SOCIAL SECURITY NUMBER (LAST 4 DIGITS)
---------------------	------------------------	--

**I. GENERAL INFORMATION**

OJT CONTRACT NUMBER	<input style="width:90%;" type="text"/>	Number of participants who have completed training, to date, under this agreement: _____ Number of participants terminated, to date, under this agreement: _____
---------------------	---	---

**II. REPORTS AND RECORDS** (Explain "NO" answers in COMMENTS NO DOCUMENTATION, Section VI, page 2.)

A. "Start date" in employer's records occur on or after case-management system enrollments?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B. Has the <i>Monthly Progress Report/Invoice</i> (DWD-PO-220) been submitted every 30 days?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
C. Are adequate financial records being kept to support claims for reimbursement for items in the agreement budget?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D. Do the reimbursements and days of training claimed on the <i>Monthly Progress Report/Invoice</i> agree with attendance and payroll records?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**III. TRAINING SERVICES** (Explain "NO" answers in COMMENTS NO DOCUMENTATION, Section VI, page 2.)

A. Is the training outline being followed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B. Is the participant being paid at the wage specified in the agreement?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**IV. PROGRAM OPERATIONS** (Explain "NO" answers in COMMENTS NO DOCUMENTATION, Section VI, page 2.)

A. Is the Employer aware of and complying with Title VI EEOC Compliance requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B. Is an Equal Employment Opportunity poster visible in the workplace?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
C. Are the training facilities adequate?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D. Is training equipment adequate and available to participants?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
E. Are the instructors adequate?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
F. Are there any participant grievances?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**V. EVALUATION OF PROGRAM** (Explain "NO" answers in COMMENTS NO DOCUMENTATION, Section VI, below.)

A. Rate this program on the basis of your observations:	<input type="checkbox"/> Excellent	<input type="checkbox"/> Good	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor
B. Recommended action to to be taken on deficiencies:	<input type="checkbox"/> Modification	<input type="checkbox"/> Termination	<input type="checkbox"/> No Action Required	

**VI. EMPLOYER FILE DOCUMENTATION**

LOCATION OF RECORDS

RECORDS EXAMINED	DISCREPANCIES NOTED	ACTION TAKEN	COPY OBTAINED
<input type="checkbox"/> Do payroll records indicate participant was working prior to the beginning date of training agreement?			
<input type="checkbox"/> Time Sheet			
<input type="checkbox"/> Time Card			
<input type="checkbox"/> Other:			
<input type="checkbox"/> Payroll Journal			
<input type="checkbox"/> Pay Record			
<input type="checkbox"/> Check Stub			
<input type="checkbox"/> Other:			
<input type="checkbox"/> Cancelled Checks			
<input type="checkbox"/> Other:			

For additional information about Missouri Office of Workforce Development services, contact a Missouri Job Center near you. Locations and additional information are available at jobs.mo.gov or 1-888-728-JOBS (5627). The Missouri Department of Higher Education and Workforce Development is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Missouri Relay Services at 711.

**VI. EMPLOYER FILE DOCUMENTATION (continued)**

COMMENTS ON DOCUMENTATION

**X**  
\_\_\_\_\_  
SIGNATURE OF MONITOR

DATE

**If applicable, attach an updated copy of *On-the-Job Training Outline and Job Description* (DWD-PO-214) for this participant.**





Missouri Department of Higher Education and Workforce Development  
Office of Workforce Development

# On-the-Job Training Monitoring Report (Participant)

**COMPANY/CORPORATE INFORMATION**

COMPANY NAME	EMPLOYEE SUPERVISOR/REVIEWER	REVIEW DATE
NAME OF PARTICIPANT	PARTICIPANT'S START DATE	PARTICIPANT'S JOB TITLE

ON-THE-JOB TRAINING OUTLINE ACTIVITIES <i>(Please List)</i>		Needs improv.	Proficient	Exceeds expectations	Date Completed
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

REVIEW COMMENTS/GOALS

Employer Supervisor/Reviewer Signature \_\_\_\_\_ Date \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Monitor Signature \_\_\_\_\_ Date \_\_\_\_\_

For additional information about Missouri Office of Workforce Development services, contact a Missouri Job Center near you. Locations and additional information are available at jobs.mo.gov or 1-888-728-JOBS (5627). The Missouri Department of Higher Education and Workforce Development is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Missouri Relay Services at 711.



# OJT TIPS SHEET

Eligibility	Formula Funds	Job Driven NEG (MO-40)
	Eligible for either: 1. adult 2. dislocated worker; or 3. youth	Eligible for either: 1. Dislocated Worker 2. Target long term unemployed defined as 27 or more weeks of UI benefits
<b>Funding</b>	Based on local formula funds. (Training)	Funding is awarded by DWD. Underutilized funds may be deobligated and redistributed.
<b>Employer Approval</b>		Email the following information to the OJT State Coordinators: <a href="mailto:Jeanna.Caldwell@dhewd.mo.gov">Jeanna.Caldwell@dhewd.mo.gov</a> or <a href="mailto:Mike.Chittum@dhewd.mo.gov">Mike.Chittum@dhewd.mo.gov</a> <ul style="list-style-type: none"> <li>• Position description</li> <li>• O*Net Codes</li> <li>• Number of positions</li> <li>• Wages of each separate position</li> <li>• Total funds requested</li> <li>• Brief outline of the employer and if applicable, employer website</li> </ul>
<b>Process</b>	Based on local regional protocol.	
<b>Contract Process</b>	Based on local regional protocol.	MUST fax or email a copy of contract and training outlines to <a href="mailto:Jeanna.Caldwell@dhewd.mo.gov">Jeanna.Caldwell@dhewd.mo.gov</a> or <a href="mailto:Mike.Chittum@dhewd.mo.gov">Mike.Chittum@dhewd.mo.gov</a> Contract maximum= 1040 hours The maximum reimbursement wage

For additional information about Missouri Office of Workforce Development services, contact a Missouri Job Center near you. Locations and additional information are available at [jobs.mo.gov](http://jobs.mo.gov) or 1-888-728-JOBS (5627).

The Missouri Department of Higher Education and Workforce Development is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Missouri Relay Services at 711.

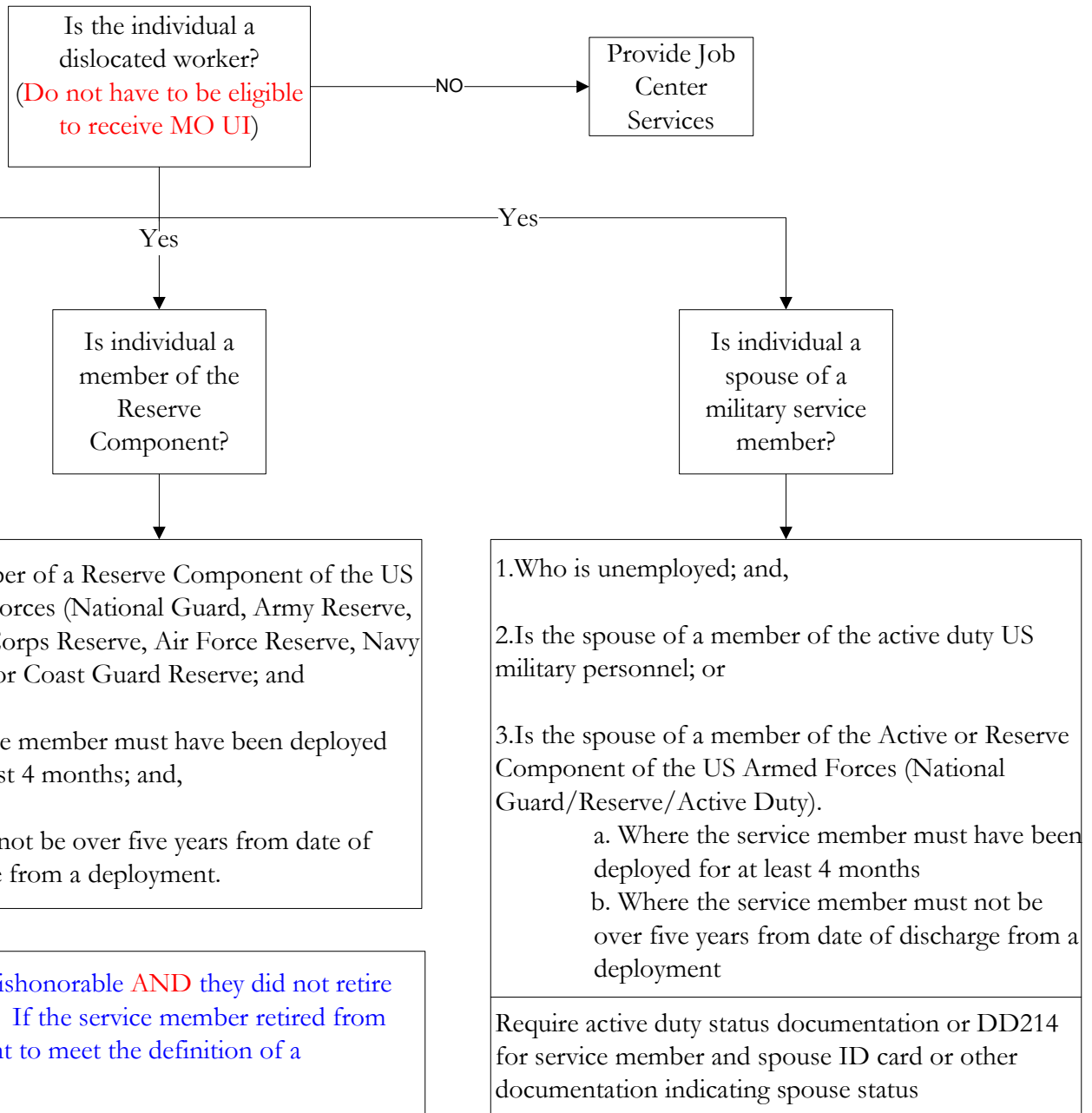
This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The product was created by the contracting agency and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it. Internal use by an organization and/or personal use by a non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner.



# Show-Me Heroes OJT Eligibility



# OJT



For additional information about Missouri Office of Workforce Development services, contact a Missouri Job Center near you. Locations and additional information are available at [jobs.mo.gov](http://jobs.mo.gov) or 1-888-728-JOBS (5627). The Missouri Department of Higher Education and Workforce Development is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Missouri Relay Services at 711. This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The product was created by the contracting agency and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it. Internal use by an organization and/or personal use by a non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner.

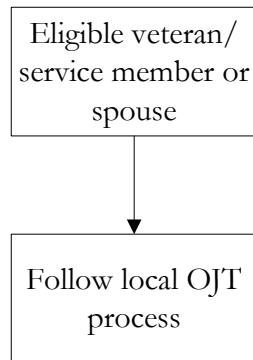


# Show-Me Heroes OJT Eligibility

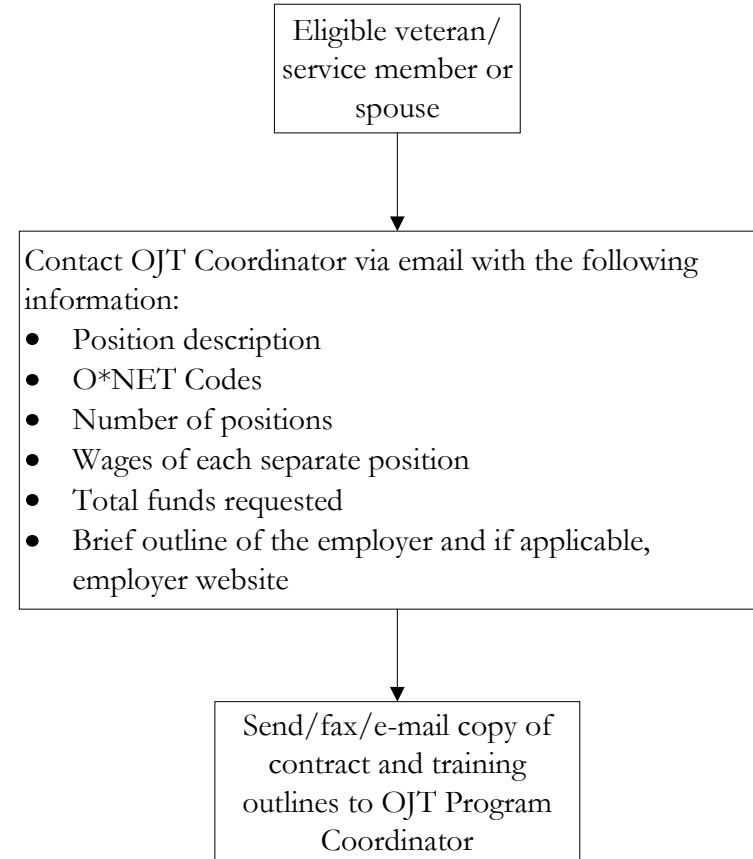


# OJT

## Workforce Development Board Show-Me Heroes OJT Process



## DWD State Show-Me Heroes OJT Process



For additional information about Missouri Office of Workforce Development services, contact a Missouri Job Center near you. Locations and additional information are available at [jobs.mo.gov](http://jobs.mo.gov) or 1-888-728-JOBS (5627). The Missouri Department of Higher Education and Workforce Development is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Missouri Relay Services at 711. This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The product was created by the contracting agency and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it. Internal use by an organization and/or personal use by a non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner.

