



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

POLICY ISSUANCE

Date: March 20, 2026 Number: 2026-07

ON-THE-JOB TRAINING POLICY

INTRODUCTION

This policy provides guidance in providing On-The-Job Training (OJT) services to eligible Workforce Innovation and Opportunity Act (WIOA) Adults, Dislocated Workers, and Youth. WIOA allows states and local workforce development areas to reimburse employers for a portion of a participant's wages to offset the costs associated with training and supervision during the OJT period. The purpose of the OJT is to provide eligible participants with structured occupational skills training on an actual job worksite, to expose them to the same employment conditions as any other member of the employer's workforce, and to offer them continued, unsubsidized employment opportunities or other allowable positive outcomes upon completion of their training. The following provides information on the minimum requirements/elements for OJT.

QUESTIONS

Questions relating to this policy should be directed to David Hubble, President/Executive Director, at dhubble@solanowdb.org or at (707) 863-3501.

RECISSIONS

This policy replaces and cancels the 2018-07 On-the-Job Training Policy, 2018-07 On-the-Job Training Policy, Change 1 and 2018-07 On-the-Job Training Policy, Change 2.

POLICY

On-the-Job Training (OJT) is training by an employer that is provided to a paid participant while engaged in productive work in a job that:

1. Provides knowledge or skills essential to the full and adequate performance of the job;
2. Is made available through a program that provides reimbursement to the employer for the extraordinary costs of providing the training and additional supervision related to the training; and
3. 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.

An OJT is provided by an employer to a participant. OJT opportunities may be provided by employers in the public, private non-profit, or private sector. OJTs may also be

provided by a registered apprenticeship program sponsor for the OJT portion of the registered apprenticeship.

An OJT is an effective training tool for eligible WIOA program participants because it combines working and earning wages, while gaining the additional skills needed to be successful on the job. It is a form of training that helps participants who have been unsuccessful in finding employment to become gainfully employed while training. As such, OJTs are not a wage subsidy to employers for hiring of an employee. Rather, OJT funds are deemed to be compensation for the extraordinary costs associated with training participants and the costs associated with the lower productivity of the participants while they are in training. Employers are not required to document such extraordinary costs.

OJT ELIGIBILITY

To be eligible for OJT services under WIOA, the trainee must be an eligible WIOA Adult, Dislocated Worker, or Youth participant who requires training to obtain the skills necessary to become proficient in the job for which they have been hired or an employee earning less than the self-sufficiency standard for the county of residence.

To be eligible for an OJT, an unemployed worker must:

1. Be enrolled in the WIOA program;
2. Have participated in assessment activities;
3. Have completed an Individual Service Strategy for Youth participants or an Individual Employment Plan for Adult and Dislocated Worker participants; **and**
4. Have been referred to and hired by an employer but need specific skills in order to become proficient on the job.

To be eligible for an OJT, an employed worker must:

1. Meet conditions 1-4 under unemployed worker eligibility above;
2. Be earning less than the self-sufficiency standard, as determined by the WDB, or receiving wages less than 80% of wages from previous employer; **and**
3. Need specific skills related to the introduction of new technologies, introduction to new production or service procedures, upgrading to new jobs that require additional skills, workplace literacy, or other appropriate purposes.

To be eligible to sponsor an OJT, an employer must:

1. Have been established at their current location for 120 days;
2. Be in good financial standing at the federal and state level; **and**
3. When applicable, demonstrate a good faith effort to retain OJT participants as regular employees with wages, benefits, and working conditions comparable to similarly situated employees.

CONTRACT PARAMETERS

OJT contracts must be limited to the period of time required for a participant to become proficient in the occupation for which the training is being provided. In determining the appropriate length of the contract, consideration must be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participants' Individual Employment Plan (IEP) or Individual Service Strategy (ISS).

A skills gap analysis must be conducted to identify the skills the participant must obtain during the training period. O*NET job zones and Specific Vocational Preparation (SVP) levels may be used as a reference when determining the appropriate length of the training contract for the occupation for which the OJT is being developed.

SVP Code	Job Zone	Maximum Hours of Training
3	1	360 hours
4	2	520 hours
5	2	680 hours
6	3	840 hours
7	4	1,040 hours

OJT contracts exceeding the maximum training hours listed above may be considered with WDB Management approval when justified by the training requirements of the occupation. Based on the skills gap analysis, a training plan must be developed prior to OJT program start. The skills gap analysis must be documented in the participant file and included in the case notes.

Employers may be reimbursed under an OJT contract for up to 50% of the wage rate of the participant. The reimbursement rate may be established at a level below the maximum allowable percentage.

The reimbursement rate may be increased to up to 75% of the participant's wage rate when taking into account factors such as the characteristics of the participant (including barriers to employment), the size of the employer, the quality of employer-provided training and advancement opportunities, wage levels, and other factors determined appropriate by the Workforce Development Board. OJT contracts proposed at the 75% reimbursement level must be approved by the Executive Director, except when an employer hires a participant with a disability. Justification supporting the use of the increased reimbursement rate must be documented by staff and maintained in the OJT contract file.

When authorized through an approved federal or state Workforce Innovation and Opportunity Act (WIOA) waiver, employers with 50 or fewer employees may be reimbursed up to 90% of the participant's wage rate for the duration of the waiver period.

Documentation supporting the use of the waiver and the reimbursement rate must be included in the OJT contract file.

The reimbursement rate must be established in the OJT contract prior to the start of the training period.

The WDB requires a written, signed agreement between WDB and an authorized employer representative prior to the start of work. At a minimum, an OJT contract between the WDB and an employer must comply with the requirements of Sections 194(1) and (4) of WIOA and include:

1. The occupation(s) for which training is to be provided;
2. The duration of the training;
3. The wage rate to be paid to the trainee/participant;
4. The rate of reimbursement;
5. The maximum amount of the reimbursement;
6. A training plan that outlines the occupational areas or skills the participant will be trained to perform, specific measurable objectives, and number of hours of training required to obtain those skills;
7. A description of any other separate classroom training that may be provided by the employer;
8. The employer's agreement to maintain and make available time and attendance, payroll, and other records to support amounts claimed by the employer for reimbursement under the OJT contract; **and**
9. Required written assurance clauses.

A progress and final evaluation must be completed by the OJT employer to evaluate the participant's progress in obtaining the skills outlined in the training plan. In the event that the initial training plan does not provide enough time for the participant to successfully obtain the necessary skills, the training plan may be revised with agreement from the employer and WDB. Any modification to the training plan must remain consistent with the occupational skill requirements and the approved OJT contract. All documentation related to the OJT contract, training plan, evaluations, and reimbursement must be included in the participant's program file.

On-the-Job Training opportunities may be provided to eligible Youth participants as a form of paid work experience when appropriate and consistent with Workforce Innovation and Opportunity Act (WIOA) Youth program requirements. OJT for participants under the age of 18 requires WDB management approval. When providing OJT to participants under the age of 18, the WDB and participating employers must ensure compliance with applicable federal, state, and local labor laws governing the employment of minors. It is the intent of the WDB to use OJT contracts for positions that pay at or above the self-sufficiency standard.

CONTRACT ASSURANCES

In the contractual language, the employer must comply with the following standards:

1. Participants/trainees shall be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience and skills. Such rates must be in accordance with applicable law but may not be 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 law.
2. Participants/trainees shall be provided benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work.
3. Health and safety standards established under Federal and State law otherwise applicable to working conditions of employees are equally applicable to working conditions of participants/trainees engaged in the OJT.
4. Workers' compensation insurance must be provided to participants/trainees engaged in the OJT on the same basis as the compensation is provided to other individuals in the State in similar employment.
5. The employer is in compliance with applicable Federal and State laws pertaining to nondiscrimination and equal opportunity.
6. The employer is not experiencing abnormal labor conditions such as strikes, lockouts, or layoffs.
7. The OJT participant/trainee will not displace (including partial displacement, such as reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee at the date of participation.
8. The OJT participant/trainee will not be employed in or assigned to a job as a result of a layoff from the same or any substantially equivalent job; a result of termination of the employment of any regular, unsubsidized employee; or that in any way infringes on the promotional opportunities of currently employed workers at the date of participation.
9. The employer or immediate supervisor is not providing OJT training to a member of his/her immediate family (defined as: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, grandparent or grandchild).
10. No funds provided to employers for OJT are used to employ the participant/trainee in a position involving political activities.
11. No funds provided to employers for OJT are used to directly or indirectly assist, promote or deter union organizing.
12. No funds provided to employers for OJT are used in the employment or training of participants/trainees involved in the construction, operation, or maintenance of that

part of a facility which is used for religious instruction or worship (sectarian activities).

13. The OJT is not impairing existing contracts for services or collective bargaining agreements. If an OJT activity would be inconsistent with a collective bargaining agreement, the appropriate labor organization and employer must provide written concurrence before the OJT begins.

DISCLAIMER

This policy is based on WDB's interpretation of the statute, along with the Workforce Innovation and Opportunity Act; Final Rule released by the U.S. Department of Labor and federal and state policies relating to WIOA implementation. This policy will be reviewed and updated based on any additional federal or state guidance.

REFERENCES

Law

- Workforce Innovation and Opportunity Act (WIOA) of 2014

Federal Guidance

- Workforce Innovation and Opportunity Act (WIOA) Final Rule: 20 CFR Part 680 – Adult and Dislocated Worker Activities under Title I of WIOA
- Workforce Innovation and Opportunity Act (WIOA) Final Rule: 20 CFR Part 681 – Youth Activities under Title I of WIOA
- Workforce Innovation and Opportunity Act (WIOA) Final Rule: 20 CFR Part 683 – Administrative Provisions under Title I WIOA
- WIOA Nondiscrimination and Equal Opportunity Regulations: 29 CFR Part 38
- Training and Employment Guidance Letter WIOA (TEGL) 19-16 – Guidance on Services provided through the Adult and Dislocated Worker Programs under WIOA and Wagner-Peyser Act Employment Services, as amended by WIOA
- Training and Employment Guidance Letter WIOA (TEGL) 3-15 – Guidance on Services Provided Through the Adult and Dislocated Worker Programs Under WIOA

State Guidance

- EDD Workforce Services Directive (WSD) 24-14 – On-the-Job Training Employer Reimbursement Waiver

Approved by

Workforce Development Board of Solano County



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

EMPLOYEE ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING FOR:
ON-THE-JOB-TRAINING POLICY
(Issued March 20, 2026)

The Workforce Development Board (WDB) of Solano County's On-the-Job Training Policy contains important information pertaining to my employment and duties at the WDB.

A copy of this policy has been given to me to retain for future reference, and I have been provided with the location on the Shared Drive for the policy where I can obtain an electronic copy.

Since the information and policies described in the policy are necessarily subject to change, I acknowledge that revisions to the policy may occur. All such changes will be communicated through official notices. I understand that revised information may supersede, modify, or eliminate existing policies.

I have received the On-the-Job Training Policy, and I understand that it is my responsibility to read and comply with the information contained in this policy and any revisions made to it.

I understand that I should consult with my supervisor if I have any questions about the information contained in the policy. I understand that failure to comply with the information contained in the policy could lead to disciplinary action or termination.

Employee's Name (printed): _____

Employee's Signature: _____ Date: _____