

Oklahoma Employment Security Commission



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Oklahoma Employment and Training Issuance # 01-2010

TO: SCSEP Grantees

FROM: Richard J. Gilbertson, Director
Workforce Integrated Programs Division

DATE: April 13, 2010

SUBJECT: On-The-Job Experience (OJE) for SCESP Title V Participants

PURPOSE: The purpose of this issuance is to provide grantees with a framework for On-The-Job Experience under the regular Senior Community Service Employment Program (SCSEP).

REFERENCES: The Older Americans Act §502(b)(1)(I), Workforce Investment Act of 1998 (WIA) as amended, Older Worker Bulletin 04-04, OETI 11-2008 SCSEP Policies and Procedures, and OETI 11-2003 Change 2 Procurement and Contracting.

BACKGROUND: As stated in Older Worker Bulletin No. 04-04, quality training must have a foundation of a good assessment followed by the development of a service strategy which is documented on the Individual Employment Plan (IEP). A good assessment is an ongoing process that lasts throughout a participant's enrollment in SCSEP. The IEP is a decision-making process that utilizes information collected during assessment, including skills, interests, hobbies, barriers, aptitudes, personal preferences, service needs, work history, etc. to function as a roadmap that clarifies the participant's goals, supportive service needs, and the training required to accomplish the training consistent with their IEP.

While community service assignments offer the participant an opportunity to learn needed skills with a realistic timeline, this type of workplace training is often more practical than classroom training. However, in some instances a participant's unsubsidized employment goal may require specific skills that are not attainable through the regular community service assignment. This policy seeks to provide focus for "on-the-job experience" (OJE), which can provide more specific skills than those learned through community service assignments.

POLICY:

Once a participant has completed **two weeks** at a community service assignment, the grantee may elect to provide the participant with OJE training. The SCSEP Grantee must maintain documentation to support the need for the participant's training and the length of training to be provided. Such documentation must include a review of the participant's past work and training history in determining an appropriate length of training. Where a person has related training or experience, more attention must be given to necessity and rationale for the training provided. The Grantee's policy will describe the methods to be used for such documentation.

A. Negotiating a Contract

- The grantee must first negotiate a contract specifying the skills to be learned, timelines and benchmarks to be achieved in order for the participant to be hired permanently by a public or private employer.
- The potential employer will then place the participant in a suitable training assignment for no more than 40 hours a week for up to 12 weeks to accommodate the gap between actual and needed skill levels.
- The contract must stipulate that at the end of the training period, if the participant's OJE has been satisfactory, the participant will be placed or remain on the potential employer's payroll.
- Each grantee may exercise the OJE training option with a particular participant once in any 12-month period. Each grantee may exercise the OJE training option with the same employer, but no more than five times per year for the same job category.

B. Training Plan

A training plan will be incorporated into each contract with an employer. The training plan will outline the skills to be developed and the methods of developing those skills. Training plans will be individualized based on the participant's needs as reflected in the Individual Employability Plan. The specific content will be tailored to individual participant needs and employer expectations. The training plan will be kept relatively simple but will provide sufficient detail to ensure skill attainment is tracked.

C. Reimbursement

The employer may be reimbursed up to 50% of the wages earned by each participant in OJE training that will last no more than 12 weeks. Employer shall be paid an hourly fixed cost as specified in the contract, up to the maximum training hours allowed in the agreement.

D. Regular Contact

During the OJE training, regular contact must be maintained in order to address any issues, safety concerns, or problems with the employer or the participant. The contact may take place in person, by telephone or e-mail and noted in the participant's case notes. The SCSEP Grantee will describe in their policy the procedures to be followed.

E. After Placement Follow-up

Successful projects tend to place more emphasis on after placement activities than do less successful projects. Many successful projects systematically interview both the (former) enrollee as well as the employer to determine how the placement is working out. Any deficiencies or problems are identified and a plan to remedy the problem(s) is developed and implemented. A critical component of the follow-

up is increasing rapport and confidence between the SCSEP project and the employer. Successful projects help the employer understand that the project is invested in *successful* placements – placements where both the employer and enrollee are satisfied. If the employer is dissatisfied with the employee’s performance, the problem is either resolved to the mutual satisfaction of the employer and the enrollee, or a new placement is arranged. Consequently, the employer is disposed to accept more SCSEP placements in the future – “success breeds success.” The SCSEP Grantee will describe in their policy the procedures to be followed.¹

F. Pre-Award Review

The OJE employer must be reviewed on-site prior to the execution of the first training agreement of each year. Understanding that the Grantee can add to their Pre-Award Review, at a minimum, the State requires the review:

- To ensure that SCSEP funds are not used or proposed to be used for the encouragement or inducement of a business, or part of a business, to relocate from any location in the United States if the relocation results in any employee losing his or her job at the original location.
- To ensure that SCSEP funds are not used or proposed to be used for training for a business or part of a business that has relocated from any location in the United States, until the company has operated at that location for 120 days, if the relocation has resulted in any employee losing his or her jobs at the original location.
- To verify that an establishment which is new or expanding is not, in fact, relocating employment from another area.
- To include names under which the establishment does business, including predecessors and successors in interest, and contain the name, title, and address of the company official certifying the information.
- To include whether assistance is sought in connection with past or impending job losses at other facilities, including a review of whether WARN notices relating to the employer have been filed.
- To ensure this request for training is for a high growth, high demand occupation in the local area targeted industry cluster(s), when possible.
- To ensure that Worker’s Compensation coverage is provided to employees.
- To ensure that the employer has not had any wage and hour or child labor violations during the past 12 months.
- To ensure that the training will be conducted with a commitment by the employer to employ an individual on successful completion of the training.
- To ensure that the training activity shall not impair an existing contract for services or collective bargaining agreement, and no such activity that would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned.
- To ensure training is not available in the absence of SCSEP funds.
- To ensure the employer has not exhibited a pattern of failing to provide SCSEP enrolled training participants with continued long-term employment with wages, benefits, and working conditions equal to that of regular employees doing similar work for a similar length of time.

¹ Placing Senior Community Service Employment Program Enrollees in Unsubsidized Employment - A Summary of Best Practices in Successful Programs Support Services International, SSI Under Subcontract to: Mathematica Policy Research Inc. Princeton NJ

G. Contract Requirements

- The contract for the on-the-job experience may be with a public or private employer that is **not** also an active host agency. An active host agency is an organization that currently provides community service work-training assignments to any SCSEP participant.
- The contract must detail the specific skills to be learned; the training timelines and benchmarks to be achieved; the hours the participant will work each week; and the number of weeks the participant will work for this employer.
- The contract must stipulate that the employer will hire or retain the participant in a permanent part-time or full-time position at the end of the training period if the participant has performed satisfactorily.
- The contract must stipulate that there will be significant follow-up to resolve potential unsafe conditions or issues that arise with the employer **or** the participant.
- The contract must stipulate the amount the employer will be reimbursed or the amount the participant will be paid in the OJE training. NOTE: Participants may be paid the prevailing wage while in an OJE training assignment.
- The contract must state if the employer or the Grantee will be responsible for workers compensation claims that derive from the participant's participation in the OJE training.
- No participant may work for more than 40 hours per week, which includes time spent in a community service assignment if the participant is participating in OJE and community service.
- OJE training may not exceed 12 weeks in duration per participant.
- Grantees must retain copies of all OJE contracts in the participant's file and agree to supply such information to DOL or the Oklahoma Employment Security Commission upon request.

H. Monitoring and Oversight

- The Grantee must monitor each OJE site at least monthly:
 - To verify that the participant is receiving the training contracted for at the wages in the agreement, and that the participant is not required to engage in activities prohibited by SCSEP.
 - To review employer records to ensure that the participant is receiving proper wages and that the employer is withholding taxes and paying workers compensation (or the equivalent) insurance.
 - To evaluate the participant's progress, to document that the training is being provided as outlined in the contract, and for compliance with provisions of the contract. **Participant's progress must be documented in case notes.**
- Methods of contact can include on-site visits, phone or email and in-person visits at other locations. Methods of contact must be sufficient to assure that training is being provided as specified in the OJE contract. **Contact information will be documented in case notes.**

I. Occupations for Which OJE Contracts Should Not Be Written — The following should not be considered for OJE:

- Where an employer would typically be able to train a new employee in the first few days or weeks on the job;
- Jobs where the principal source of income is tips, commissions or piecework basis;
- Jobs for commission salespersons, casino or other gambling establishment, aquarium, zoo, golf course, swimming pool, seasonal workers, or occupations requiring licensing as a prerequisite for hiring with ARRA funds;
- Jobs for commission salespersons, occupations requiring licensing as prerequisite and seasonal workers with SCSEP formula funds;

- Those jobs that are intermittent or seasonal in nature; and
- Jobs used to assist, promote, or deter union organization.

J. Payments

The employer shall be paid upon the submission of properly prepared invoices submitted at a time specified by the Grantee and for training performed in accordance with the terms and general provisions of the contract. The employer shall be paid an hourly fixed cost as specified in the contract, up to the maximum training hours allowed in the agreement. Reimbursement shall not be claimed for time in which the participant is absent from training. **This includes authorized paid absences such as holidays, sick days or vacation days.** In no event, shall payment exceed the contract amount.

K. Benefits

The employer agrees that OJE participants shall be provided with the same wages, benefits, and rights afforded by the employer to its other employees.

L. Termination of OJE Participants

The employer agrees that the OJE participant shall not be terminated without prior notice and that reasonable opportunity will be given for correction or improvement of performance. The employer also agrees that it will immediately notify the grantee if the OJE participant has an attendance or disciplinary problem or has demonstrated an inability to perform in accordance with the training outline in the contract. The employer understands that the termination of an OJE participant is subject to the grievance procedures of the grantee.

M. Displacement of Currently Employed Workers

The employer agrees that no currently employed worker shall be displaced by the OJE participant including a partial displacement such as a reduction in the hours, wages, or employment benefits. The employer also agrees that no OJE participant shall be placed into a position that is currently vacated by an employee who is on layoff or into a position in which the employer has terminated the employment of an employee with the intention of filling the position with an OJE participant. The employer further agrees that this contract does not infringe in any way upon the promotional opportunities of current employees.

N. Access to Records

The employer agrees that at any time during normal business hours, and as often as deemed necessary, the Grantee, State of Oklahoma or the U. S. Department of Labor may inspect and monitor any records or activities pertaining to this contract. Such inspection shall be made to determine if the contractor is in compliance with the terms and provisions of this contract and if the OJE participant is making sufficient progress.

O. Recordkeeping System

The grantee shall maintain an OJE recordkeeping system with procedures that will provide timely and relevant information for management, planning, and purposes. This system will allow the grantee to generate such information on each contract such as number of unused training hours, current funds expended to date, etc.

P. Record Retention

As with all records, grantee must ensure that OJE records are maintained for the statutory period of three years from the last date of the OJE Agreement or until audits are resolved, whichever is later. Documentation of hours worked, wages paid, and training program must be available for the record retention period.

Q. Documentation - The documentation listed below must be maintained in the Contract file:

- Pre-Award Checklists
- OJE Payment Invoices
- OJE Agreement (Original)
- Monitoring reports including problems, corrective action, and follow-up (if necessary)
- Any modifications to the OJE Agreement
- Participant Performance Evaluation
- Training Time Documentation
- Justification of Failure [if necessary]

Other Specifications - OJE training may be combined with other training activities, such as community service, classroom training, lectures, seminars, individual instruction, or specialized training. Grantees should consult the SCSEP Data Collection Handbook for further information (i.e., when to exit participants, placements, right of return, etc.)

ACTION REQUIRED: This OETI is effective immediately; Grantees must develop a policy that is consistent with this guidance by May 1, 2010. The lack of appropriate policies, procedures and systems could result in findings and disallowed costs. Copies must be distributed to appropriate staff and subcontractors. A copy of this issuance must be maintained as a part of your permanent file.

INQUIRIES: If you have questions regarding this issuance, please contact John Cole at 405-557-5344, john.cole@oesc.state.ok.us, or Tami Decker at 405-962-7595, tdecker@oesc.state.ok.us.

ATTACHMENTS:

- Attachment A: On-the-Job Experience Pre-Award Review
- Attachment B: On-the-Job Experience Training Plan
- Attachment C: On-the-Job Experience Training Reimbursement Contract

“Auxiliary aids and services are available upon request to individuals with disabilities.”
“This program is an Equal Opportunity Program.”

Standardized Pre-Award Review Form

The pre-award review is completed and documented jointly by the SCSEP Grantee and the business establishment as a prerequisite to receiving SCSEP assistance.

No funds provided under the SCSEP shall be used, or proposed to be used, for the encouragement or inducement of a business, or a part of business, to relocate from any location in the United States, if the relocation results in any employee losing his or her job at the original location (WIA Final Rules 20 CFR 667.268).

No funds provided under the SCSEP shall be used, or proposed to be used, for training for a business or part of a business that has relocated from any location in the United States, until the company has operated at that location for 120 days, if the relocation has resulted in any employee losing his/her jobs at the original location. (WIA Final Rules 20 CFR 667.268). In addition, this review will verify that an establishment which is new or expanding is not, in fact, relocating employment from another area.

List any name(s) under which this establishment does business (including predecessors and successors in interest.)	
The name, title, and address of the company official certifying this information is:	Name:
	Title:
	Address:

I, the Employer, attest SCSEP assistance is not being sought in connection with any past or impending job losses at other facilities and I am requesting SCSEP assistance to be used for On-the-Job Experience (OJE) for SCSEP Participants.

I, the Employer, attest there have not been any WARN notices filed.

I, the Employer, attest there have not been any wage and hour or child labor violations during the past 12 month period.

I, the Employer, attest that the OJE activity will not impair an existing contract for services or collective bargaining agreement, and that no such activity that would be inconsistent with the terms of a collective bargaining agreement will be undertaken without the written concurrence of the labor organization and the employer concerned.

I, the Employer, attest that there is not a failure to provide SCSEP enrolled training participants with continued long-term employment with wages, benefits, and working conditions equal to that of regular employees doing similar work for a similar length of time.

I, the employer, attest that as of this date we currently employ _____ employees.

I, the employer, attest our Workers' Compensation Policy is current. (Upon execution of the Contract – the SCSEP Grantee must obtain a copy confirming policy will be in effect during training period if applicable).

I, the employer, attest that training is not available in the absence of SCSEP funds.
As the authorized official of _____

I certify that the SCSEP Standardized Pre-Award Review information set forth above is true and accurate.

As the employer and authorized official, I agree to defend, indemnify, and save the state of Oklahoma, the SCSEP Grantee, and the reviewing entity harmless from and against any and all liability, loss, damage, cost, and expense, including court costs and attorney fees (whether or not litigation be commenced), of whatever nature or type, including SCSEP disallowed costs that the State or Grantee may suffer, incur or be required to pay, which result from _____'s failure to provide accurate information in response to this SCSEP Pre-Award Review.

Authorized Representative's Name

Title

Signature:

Date

This SCSEP pre-award review was conducted by _____ the Grantee's designated representative in accordance with SCSEP State Policy on _____.
Date

Neither the State of Oklahoma nor the SCSEP Grantee, as the Entity conducting the review, shall be legally liable regarding the responses provided during the conduct of this review. Based upon this review, SCSEP Title V assistance to this establishment is Approved or Disapproved. **(Please circle one).**

Reviewer's Signature

Reviewer's Title

Date

**On-the-Job Experience
Employer Reimbursement Contract**

Participant Information	Company Information
Name:	Company Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
Phone:	Phone:
OSL ID:	FEIN or UBI:
Training Job Title:	SIC Code:
O'NET Code:	Email:

A. Training Location & Supervisor			
Training Facility Location:			
OJE Supervisor:			
Title:		Phone No:	
OJE Alternate Supervisor:			
Title:		Phone No:	
B. Training Schedule			
On-Site Training			
Total Number of hrs. per day =			
Total Number of hrs. per week =			
Total Number of Weeks =			
Total Number of Hours =			
C. Training Cost			
Start Date:	End Date:	Total Hours:	
Starting Hourly Wage:	Ending Hourly Wage:	Reimbursement Rate:	%

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Employer agrees to:

1. Pay the OJE Participant \$_____ per hour for _____ hours per week for _____ weeks, and pay FICA (Social Security).
2. Retain person in OJE as a permanent employee upon successful completion of OJE period.
3. Provide adequate supervision and training as outlined in the Training Plan.
4. Provide a safe, sanitary, drug free work environment, and necessary liability coverage, and to the extent feasible, comply with Section 504 of the Rehabilitation Act of 1973.
5. Assist with the monitoring and evaluation process by conferring with the Grantee.
6. Report to SCSEP any difficulties that cannot be satisfactorily resolved or which could hinder the successful completion of this OJE.
7. Verify that this activity will not displace any other paid employee or volunteer nor discriminate with regard to race, color or creed.
8. Employer agrees not to discriminate in their hiring or employment practices and to comply with the Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1975, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and the American with Disabilities Act of 1990, as amended.
9. Employer agrees to adhere to the Grantee’s grievance procedures if a complaint arises in connection with the OJE employee and the training.
10. The employer agrees that the OJE participant shall not be terminated from training without giving prior notice to the Grantee that signed the OJE Contract and reasonable opportunity is given for correction or improvement of performance. The employer also agrees that it will immediately notify the Grantee if the OJE employee has an attendance or disciplinary problem or has demonstrated an inability to perform in accordance with the training outline contained in the Contract. The employer understands that the termination of an OJE participant is subject to the Grantee’s grievance procedures.
11. Employer will comply with Federal and State laws governing the OJE Program.
12. The employer further assures that OJE funds will not be used to assist, promote or deter union organizing. 20 CFR 663.730.
13. The employer assures that the OJE participant will not be employed to carry out the construction, operation or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship. 29 CFR 37.6(F).
14. The employer assures that the OJE employee will not be required to participate in political activities.
15. No fees shall be charged to any OJE employee or employer for referral or placement services relative to this OJE Contract.
16. The employer certifies that no member of the OJE participant’s immediate family is engaged in an administrative capacity for the employer, or will directly supervise the OJE participant. For the purpose of this Contract, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters or person bearing the same relationship to the OJE participant’s spouse. 20 CFR 667.200(g).
17. Employer has not exerted any undue influence or engaged in conduct which would constitute a conflict of interest or the appearance of a conflict of interest in order to be awarded the funds under this Contract.
18. The employer assures they are not involved in a strike, lockout or other unusual labor condition.
19. Employer agrees to comply with all applicable local, state and/or federal laws and ordinances. The employer assures that they have not violated any of the following within the last three years: a) antidiscrimination in its employment practices or delivery of services or other activities on the grounds of

race, color, religion, national origin, age, sex, marital status, veteran status, sexual orientation, or the presence of any sensory, mental or physical disability.

Additional Terms

_____The Employer shall provide worker’s compensation coverage for the SCSEP participant and assures that the training shall be provided in accordance with WIA Sec. 181(a)(1)(A) and 20 CFR 667.272 for wage and labor standards.

_____The Grantee shall provide worker’s compensation coverage for the SCSEP participant and assures that the training shall be provided in accordance with WIA Sec. 181(a)(1)(A) and 20 CFR 667.272 for wage and labor standards.

1. Either party may terminate this Contract at any time by giving ten (10) day advance written, signed notice of intent to terminate to the other party.
2. The Grantee may terminate this Contract if:
 - The State or Federal Government terminates or reduces the funding which makes this Contract possible;
 - The employer has violated the terms and conditions of this agreement; or
 - If the employer does not hire SCSEP participants without training assistance or have a history of not retaining SCSEP participants they should not utilized as a training site.

SCSEP agrees to:

1. Reimburse the Employer for _____% of the wages paid to the employee during the training period stated above. (The reimbursement rate may not exceed 50% for training periods up to 12 weeks.)
2. Provide a copy of the Training Plan to;
 - the participant,
 - the immediate supervisor, and
 - attach a copy to this agreement.
3. Provide the Employer with appropriate forms and a schedule for obtaining said reimbursements.
4. Monitor and evaluate the person in OJE on a regular basis to resolve any difficulties and assure successful completion of the OJE period, and to provide counseling and supportive services as needed.
5. Provide follow-up services after completion of this contract to ensure the progress of the employee and continue to provide counseling and supportive services as needed.
6. Prepare all necessary documents for the successful completion of the project.

Any other provisions that have been negotiated are:

Signature of Employer	Date	Signature of SCSEP Official	Date
Title		Title	

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