

		<b>BOARD POLICY</b>		<b>POLICY NUMBER POL 400-6.1</b>
<b>Title:</b>	<b>SFWIB On-the-Job Training (OJT)</b>			
<b>Effective:</b>	<b>December 18, 2025</b>	<b>Revised:</b>	<b>December 10, 2025</b>	
<b>Supersedes:</b>	<b>POL 400-6</b>	<b>Version:</b>	<b>003</b>	

## I. OF INTEREST TO

The On-the-Job Training (OJT) Policy should be of interest to members of the South Florida Workforce Investment Board (SFWIB)/dba CareerSource South Florida (CSSF), SFWIB staff, Contractors (Service Providers), Training Vendors, Businesses, Job Seekers, and Employees in local workforce development area (LWDA) 23 (Miami-Dade County).

## II. PURPOSE AND SCOPE


The purpose of the OJT Policy is to provide all SFWIB stakeholders with program requirements regarding the use of formula training funds and eligibility for OJT.

## III. BACKGROUND

The WIOA includes OJT as one of its approved training services. The OJT program is a work- and evidence-based strategy that provides reimbursements to employers for the extraordinary costs associated with skills upgrade and loss of production time for hiring and training a new employee. The SFWIB provides OJT services via an agreement with a business (public, private non-profit or private for-profit), Service Provider, and an eligible participant.

## IV. STATUTORY AUTHORITIES

- A. [Workforce Innovation and Opportunity Act \(WIOA\) of 2014, Public Law \(Pub. L.\) 113-128](#) § 3(44); 134(c)(H); 181
- B. Trade Adjustment Assistance (TAA) Act of 1974, as amended, (the Act) [TAA Reauthorization Act of 2015](#) § 236(c)
- C. Code of Federal Regulations (CFR), Title 20 Parts [617](#); [618.635](#); [680.530](#); [680.700-680.840](#); [681.600](#); [683.400](#); [683.410](#)
- D. U.S. Department of Labor Training and Employment Guidance Letter (TEGL) [04-20](#); [19-16](#)
- E. [2 CFR Appendix II, to Part 200](#), Contract Provisions for Non-Federal Entity Contracts under Federal Awards
- F. Florida Statutes, Title XXXI, Chapter [446](#)

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## **V. DEFINITIONS**

- A. On-the-Job Training (OJT) - means training by an employer that is 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) provides reimbursement to the employer of up to 75 percentage of the training wage rate; 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.
- B. Registered Apprenticeship (RA) – means a national training system that combines paid learning on-the-job and related technical and theoretical instruction in a skilled occupation. An apprentice able occupation is specified by industry.
- C. Work Experience – means a planned, structured learning experience that takes place in a workplace for a limited period of time. Work experience may be paid or unpaid, as appropriate and may take place in the private for-profit sector, the non-profit sector, or the public sector.

## **VI. POLICY**

On-the-Job Training (OJT) shall be provided in accordance with the WIOA for eligible adult and dislocated workers, unemployed and underemployed workers, and out-of-school youth participants. The OJT shall be provided through a contract with an employer to hire a participant and provide structured training that imparts the knowledge and skills necessary for the participant to fully perform the duties of the job for which they were hired. The contract shall be signed by all parties prior to the OJT participant beginning the training. Individuals hired as OJT participants shall be employees of the contracted employer.

## **VII. CONFLICT OF INTEREST**

The SFWIB shall not favor a referral from and/or to a member of the SFWIB over another business in the community. OJT placements shall be made based upon what will be most beneficial to the participant.

American Job Center (AJC) staff shall notify the SFWIB whenever an OJT Agreement is connected to an SFWIB member, Service Provider, or employee.

Service providers are prohibited from recommending an agreement or making OJT referrals to businesses who are members of their immediate family or members of families of other Service Provider staff or SFWIB staff.

The AJC shall not enter into an OJT contract with a business to hire a participant who is a relative (member of the family) of the business. Relative is defined as: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister. (Section 112.3135, Florida Statutes).

## **VIII. REVERSE REFERRALS**

Reverse referral is when the business has identified someone they would like to hire but the individual has demonstrated skills deficiency related to the position's requirements. A

business may refer a job applicant to the Service Provider for potential OJT enrollment. In the case of reverse referrals, the candidate must schedule an eligibility determination and assessment appointment with a Service Provider and must be eligible for WIOA as a dislocated worker or adult. The Service Provider must utilize normal eligibility assessment and enrollment procedures.

Participant's eligibility must be determined prior to employment; no pre-hires or period of employment prior to the execution of an OJT agreement and participant training plan are acceptable.

## **IX. ELIGIBILITY**

### **A. Business**

Prior to entering into an agreement for OJT services with a business, the Service Provider AJC staff shall ensure that the business is eligible.

Businesses that meet the following criteria are considered eligible and may, subject to available funding, enter into an OJT agreement:

1. Located in the State of Florida;
2. Hold valid business tax receipt (formally an occupational license) and/or zoning permit;
3. Maintains Workers Compensation Insurance (if applicable);
4. General Liability Insurance
5. Form 941
6. W-9
7. Active business as verified by Florida Department of State Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org));
8. Business has operated at current location for at least 120 days.

### **B. Participant**

Participants (adult, dislocated workers and youth) that meet the following criteria may, subject to available funding, receive OJT through an executed agreement:

1. Eligible under one of the SFWIB funded programs: WIOA Youth, WIOA Adult, WIOA Dislocated, TANF, Refugee, etc.
2. Not fully skilled in the chosen occupation, is in need of Training Services, and has the skills and qualifications to successfully complete the OJT.
3. Under the WIOA, has received individualized services, which include career planning.

A participant in a registered apprenticeship who is employed as part of that arrangement, may receive OJT and shall be treated as other agreements provided for employed workers as described in § 680.710 under the WIOA.

On-the-Job Training may be provided in same manner as described in § 680.700 under the WIOA for an unemployed participant in a registered apprenticeship.

Individuals eligible for training funds under the Trade Adjustment Assistance (TAA) Reauthorization Act of 2015, shall be provided to co-enrolled participants.

## **X. OJT AGREEMENT**

### **A. Conditions**

1. Participants may not commence training and businesses may not hire prior to the execution of the OJT agreement. The agreement is executed when signed by all required parties, i.e., service provider, business, and participant.
2. The appropriate signatory for the business shall be either the owner where the business is incorporated; a partner where the business is a partnership; or an officer if the business is a corporation. Corporations sometimes designate signatories other than their officers. In such instances, written authority transferring signatory responsibilities shall be obtained by the AJC or youth service provider staff responsible for developing the agreement.
3. OJT may be sequenced with, or accompanied by, other types of training, as applicable under the law.
4. Businesses must agree to establish and maintain records with respect to all matters covered by the OJT agreement; and allow public inspection of all documents, papers, letters or other materials made or received by the business in conjunction with said agreement, unless the records are exempt under federal or state law. Businesses shall retain such records for at least five (5) years from the date of final payment, or until all related federal and state audits or litigation is completed, whichever is later.
5. The business must agree to comply with the provisions of the Certification Regarding Lobbying, Certification Regarding Debarment, Suspension and Other Matters, Public Entity Crime, Florida Clean Indoor Air Act and the Certification regarding a Drug-Free Workplace.
6. The business must agree to comply with the nondiscrimination and equal opportunity provisions of federal or state law.
7. An OJT agreement may be entered into for a registered apprenticeship program to train participants. Said agreements shall be with the employer, and may be used to support the OJT portion of the apprenticeship program which may involve classroom related technical instruction.

### **B. Duration**

1. An OJT agreement shall be limited to the period of time required for a participant to become proficient in the occupation for which the training is being provided.
2. OJT agreements shall not exceed six months of training unless there is documented justification and written approval from the SFWIB Executive Director.

### **C. Compensation**

1. Reimbursement for wages under an OJT agreement shall be based on the hourly wage rate and applicable percentage rate for competencies/skills in the training agreement's outline in accordance with all applicable laws. For purposes of the provision of OJT under this policy, an employer may be reimbursed an amount of the wage rate of a participant, for the extraordinary costs of providing the training and additional supervision related to the OJT.

2. The reimbursement level shall be in accordance with WIOA section 3(44) in an amount up to 75 percent of the participant's hourly wage rate and shall be based on a number of factors, including, but may not be limited to:
  - i. Company size.
  - ii. The characteristics of the participants in accordance with WIOA sec.134(c)(3)(H)(ii)(I), including whether the OJT contract leads to employment for individuals with barriers to employment.
  - iii. Quality of employer-provided training and advancement opportunities.
  - iv. Wage and benefit level of the employee both before and after OJT completion, and relation of training to the competitiveness of the participant.
  - v. Retention of employees from previous OJT agreements.

The service provider shall document the factors used to validate the increase in wage reimbursement levels above 50 percent and up to 75 percent.

3. Shall be limited in duration, as appropriate to the occupation for which the participant is being trained.
4. AJC Provider staff and Youth Provider staff shall not execute OJT agreements for occupations that pay less than an hourly wage rate of \$15.00.
5. Service Providers shall not execute OJT agreements exceeding a total possible business compensation of \$12,500 per participant without prior written SFWIB approval.
6. Participants employed under an OJT agreement shall be compensated by the business at the same rates, (including periodic increases) as similarly situated employees. In no event, however, shall OJT participants be paid less than the higher of the minimum wage specified under the Fair Labor Standards Act of 1938, as amended or the applicable state or local minimum wage.
7. Participants employed under a SFWIB OJT agreement shall receive the same fringe benefits and be subject to the same working conditions granted to regular employees under the same or similar occupational title.
8. Payments to a business under an OJT agreement shall not exceed any program specific federal, state or local guidelines and limitations, for the costs of providing the training and additional supervision related to the training.
9. OJT payments shall not be based on overtime, shift differential, premium pay and other non-regular wages paid by the business to participants.
10. Businesses shall not pay OJT participants in cash.
11. Businesses shall submit certified payroll records, as part of the invoicing process, in order to receive the applicable reimbursement.
12. Businesses shall be reimbursed by the AJC and youth service providers. The final reimbursement shall be made upon the completion of the last competency and when proper documentation has been provided. Reimbursement should coincide with the business' pay period. The reimbursement amounts shall be based upon the relevant funding stream requirements and any waivers at the time of the agreement. In accordance with section XIV of this policy, service providers may

submit a written request to the SFWIB Executive Director to approve an exception to the reimbursement process.

#### **XI. APPRENTICESHIPS**

**SFWIB may provide support to approved apprenticeship programs in which businesses are seeking reimbursement for the OJT component. Eligible businesses shall receive reimbursement of 40 percent of participant wages up to 2,000 OJT hours per apprentice. Businesses must be deemed eligible to receive reimbursement in accordance with this policy.**

**Funding for apprenticeship programs shall be approved by the SFWIB. In the event the apprenticeship begins prior to SFWIB funding approval, AJCs are authorized to use their existing training funds (classroom training, OJT, PWE, etc.) to start the apprenticeship/OJT project immediately.**

#### **XII. OPPORTUNITY ZONES**

**Opportunity Zones represent economically distressed census tracts identified by state governors and certified by the U.S. Department of the Treasury. Targeted communities have historically experienced systemic barriers to economic growth, persistent underinvestment, and limited access to employment opportunities. These conditions have resulted in disproportionate challenges to achieving equitable economic participation and job creation. FloridaCommerce has issued a waiver to waive the requirement from the Workforce Innovation and Opportunity Act (WIOA) Section 134(c)(3)(H)(i) and 20 CFR 680.720(b).**

**SFWIB shall provide up to 90 percent wage reimbursement for OJT participants for businesses of any size. Additionally, SFWIB shall provide up to 100 percent wage reimbursement for businesses located in or employing residents within designated Opportunity Zones.**

#### **XIII. TRADE ADJUSTMENT ASSISTANCE (TAA)**

Co-enrollment of an eligible trade-affected worker in the WIOA dislocated worker program is a proven successful service delivery model that helps ensure TAA participants have access to services and benefits, as appropriate. Although OJT reimbursements are limited to 50 percent in the TAA program, there is no requirement for WIOA to provide additional reimbursement for TAA participants.

WIOA may pay up to 75 percent of the wage rate for the participant, in limited circumstances and in accordance with WIOA section 134(c)(3)(H), to cover the extraordinary costs of providing the training and additional supervision related to the training. There is no OJT wage cap established under the TAA program.

#### **XIV. GRIEVANCES AND APPEALS**

Service providers shall advise participants of their right of appeal using either the business' grievance procedures, or those of the SFWIB, if previously agreed upon with the business. If a business elects to use its own grievance procedures, the business must agree to provide information to the SFWIB as to the actions taken under those procedures. If the

participant is not satisfied with the outcome after using the business' grievance procedures, the individual may elect to file a grievance with the SFWIB under the SFWIB grievance procedures.

## **XV. PROHIBITIONS/LIMITATIONS**

1. Participants shall not be employed to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants).
2. OJT agreements shall not be written for part-time employment. Proof of full-time employment shall be established and documented by the business. Verification shall be made by the AJC and youth service providers. Written requests for exceptions shall be made in writing in accordance with section XIV of this policy, prior to execution of an OJT agreement.
3. OJT agreements shall not be written for jobs with a Specific Vocational Preparation (SVP) of two or lower, except for participants who have a documented disability for whom such a placement would be appropriate or where written justification is provided to and approved in writing in accordance with section XIV of this policy. Lack of prior work history or non-English speaking are not to be considered disabilities for the purpose of complying with this provision, but may justify placement into a job with a low SVP.
4. Agreements shall not entered into with a business who has previously exhibited a pattern of failing to provide OJT participants with continued long-term employment and/or 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.
5. A participant shall not be charged a fee by any officer, employee, agent, or representative of the business or service provider for the placement or referral of such individuals in or to a training funded under an OJT agreement or amendments thereof.
6. A participant in a program or activity authorized under title I of WIOA shall not 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 the date of OJT participation).
7. An OJT funded agreement shall not impair existing contracts for services or collective bargaining agreements. When a program or activity authorized under Title I of WIOA would be inconsistent with a collective bargaining agreement, the appropriate labor organization and employer shall provide written concurrence before the agreement is initiated.

8. An OJT participant shall not be employed in, or assigned to, a job if:
  - a. Any other individual is on layoff from the same or any substantially equivalent job.
  - b. 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 OJT participant.
  - c. The job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.
9. OJT funds shall not be used for any political activity, lobbying of federal, state, or local legislators, or to promote or oppose unionization.
10. OJT funds shall not be used to directly or indirectly assist, promote, or deter union organizing.
11. OJT participants shall not be placed in a home-based business.
12. OJT funds shall not be used to encourage or induce 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.

#### **XVI. EXCEPTIONS**

Exceptions to this policy, or any part thereof, must be approved in writing by the SFWIB Executive Director.

#### **XVII. REVISION HISTORY**

<b>Date</b>	<b>Description</b>
August 20, 2015	Revised, approved, and reissued by the SFWIB. This policy supersedes and replaces Version 02.

#### **XVIII. RESCISSIONS/CANCELATIONS**

There are no rescissions or cancelations for this policy.