



**PROCEDURE TRANSMITTAL**

<b>SUBJECT:</b>	<b>Workforce Innovation and Opportunity Act (WIOA) Customized Training (CT)</b>	<b>Procedure/Guidance No.: #2 PY2021-22</b>
<b>APPLIES TO:</b>	<b>Workforce Services WIOA Adult / Dislocated Workers Service Providers</b>	<b>Effective Date: 3/8/2022</b>
		<b>Revised Date: NONE</b>
		<b>Expiration Date: Indefinite</b>
<b>REFERENCE:</b>	<ul style="list-style-type: none"> <li>• <b>Workforce Innovation and Opportunity Act (WIOA) § 122(h), 134 (c)(3)(a)</b></li> <li>• <b>Workforce Innovation and Opportunity Act (WIOA) Final Rule, 20 CFR 680.770-840</b></li> <li>• <b>Training and Employment Guidance Letter (TEGL) 19-16</b></li> <li>• <b>CareerSource Florida, Administrative Policy Number FG-OSPS 89</b></li> </ul>	

**I. PURPOSE**

The purpose of this policy is to provide guidance as it pertains to Customized Training (CT) for eligible Adult and Dislocated Workers. Customized training opportunities provide structured training for participants to gain the knowledge and skills to be competent in the job for which they are hired and lead to economic self-sufficiency.

**II. BACKGROUND**

The Workforce Innovation and Opportunity (WIOA) recognize that job seekers may require assistance in order to obtain or retain employment that leads to self-sufficiency. It allows the use of local formula funds to be utilized for work-based training activities to include CT. Training activities are achieved through collaboration with local employers who receive subsidies for participants engaged in said activities.

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### III. DEFINITIONS

#### A. Customized Training

Customized Training is designed to meet specific requirements of an employer or group of employers with the commitment that the employer(s) hire an individual or retain employees upon successful completion of the training. The Final Rules provide Local Workforce Development Boards (LWDB) with flexibility to ensure that customized training meets the unique needs of the job seekers and employer(s). The employer is required to pay for a significant portion of the cost of training. Local Boards may either choose to follow the Incumbent Worker Training Guidelines established by CareerSource Florida or those as determined by the SFWIB.

#### B. Self-Sufficiency

Self-Sufficiency refers to an identified wage that allows an individual to provide for oneself without assistance.

#### C. Conflict of Interest

The SFWIB will not favor a grant application from and/or to a member of the SFWIB over another business in the community. Customized training shall be made based upon what will be most beneficial to the job seeker and business.

The SFWIB shall be notified whenever a CT application is connected to a SFWIB member, Service Partner, or employee.

Service Partners are prohibited from recommending a CT grant application or making CT referrals to businesses who are members of their immediate family or members of families of other service partner staff or SFWIB staff.

The contracted CT business shall not train an employed worker 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.

#### D. Credentials

Credentials include, but are not limited to, a high school diploma, including special diplomas; GED or other recognized equivalents; post-secondary degrees/certificates; recognized skill standards such as occupational completion points (OCP0; licensure or industry-recognized certificates; and, successful completion of OJT and CT.

Local credentials may be counted. Countable credentials should have a direct correlation to industry standards, requirements of the business and should be recorded as “employer

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specific”. In some instances, attainment of Occupational Completion Point (OCPs) as designated by the Florida Department of Education may also be counted as credentials.

#### IV. ELIGIBILITY

##### A. Business

Businesses that meet the following criteria are considered eligible and may, subject to available funding, deliver CT through an executed CT agreement with an approved SFWIB service partner.

1. Located in the State of Florida;
2. Hold a valid business tax receipt (formerly an occupational license) and/or zoning permit;
3. Maintains Workers Compensation Insurance (if applicable);
4. Active business as verified by Florida Department of State Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org));
5. Business has operated at current location for at least 120 days, and
6. Have at least one full-time employee.

##### B. Job Seekers

Individuals that meet the eligibility criteria under WIOA Adult and Dislocated Workers, subject to available funding, may receive CT through an approved agreement.

1. WIOA eligible unemployed adult and dislocated workers.
2. Adult and dislocated workers who are currently employed for the employer (or group of employers) for which the customized training is being provided, when those employees are earning less than a self-sufficient wage and the employer commits to employ such trainees who successfully complete the training.

##### C. Service Partners

Entities that have a current Workforce Services contract are eligible.

#### Application/Agreement

##### A. Conditions

1. Customized Training for employed workers must relate 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 as identified by the SFWIB. Other appropriate purposes must be clearly defined and approved by the SFWIB.

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2. Individuals may not commence training and businesses may not make training-related purchases prior to the SFWIB approval of the CT grant application. The agreement is executed when signed by all required parties. i.e., Service Partner and business.
3. CT funds may not be used or proposed to be used for:
  - a. 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.
4. The Pre-award Checklist must be completed and reviewed to validate the following:
  - a. The business has operated at its current location for at least 120 days. If less than 120 days and the business relocated from another area in the U.S and employees were not laid off at the previous location as a result of the relocation.
  - b. The review must include names under which the establishment does business, including predecessors and successors in interest; the name, title, and address of the company official certifying the information, and whether WIOA 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.
5. The following sections must be pre-negotiated and included in the CT agreement:
  - a. Percentage of reimbursement;
  - b. Frequency of reimbursement;
  - c. Timeframe of achievement of credentials;
6. Employees selected by the business for training must meet the adult or dislocated worker WIOA eligibility requirements or underemployed as locally defined with a wage of \$13.88 or less.
7. 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 must be obtained by the individual responsible for developing the agreement.
8. Service providers are responsible for reviewing the application with the business prior to submission to CSSF to ensure that the business wholly understands and are familiar with the requirements of a grant award.

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9. Businesses approved for funding by CSSF must enter into an agreement with the Service Partners and commit to completing the training as proposed in the application and/or as negotiated with the Service Partner.
10. The individual's credential attainment must be adequately documented by the business and Service Partner. The Service Partner should also record the information in the appropriate State and local Workforce system(s) and place a copy in the participant's file.
11. Businesses shall establish and maintain records with respect to all matters covered by the CT agreement. 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. Businesses shall allow public inspection of all documents, papers, letters or other materials made or received by the business in conjunction with the CT agreement, unless the records are exempt under federal or state law.
12. Businesses must certify that all information provided for the purposes of requesting reimbursements and reporting is true and accurate.
13. Businesses 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.
14. Businesses shall comply with the nondiscrimination and equal opportunity provisions of the federal or state law.

**B. Application Review**

1. The CSSF Executive Director will have the authority to approve application requests \$50,000 or less. Awards will be included in the Executive Director's report to the South Florida Workforce Invest Board (SFWIB).
2. Requests exceeding \$50,000 must be approved by the SFWIB and/or appropriate Council at the next Board meeting.
3. Applications that fail the CSSF review process may not be recommended for approval.

**C. Duration**

The maximum time limit for a CT is six (6) months. Duration of a CT will be based on the need for training and not the maximum funding allowed under this policy. The Occupational Information Network's (ONET) Specific Vocational Preparation Range (SVP) will be used to determine the appropriate occupational training needed. Using the SVP provided by ONET, the following duration times are recommended in addition to the participant's prior education and work history.

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LEVEL	TIMEFRAME
Level 1	<1 month
Level 2	1 month
Level 3	>1 month - 3 months
Level 4	>3 months - 6 months
Level 5-9	>6 months

The CT agreement(s) must be completed during the current program year, which begins on July 1<sup>st</sup> and must be completed prior to the end of the program year, June 20th.

**D. Funding and Compensation**

For purposes of the provision of CT under this policy, an employer may be reimbursed a portion of the cost of training a participant, taking into account the size of the business and such other factors in accordance with the WIOA and as the SFWIB determines to be appropriate, which may include the number of employees participating in training, wage and benefit levels of those employees (at present and anticipated upon completion of the training), relation of the training to the competitiveness of a participant, and other employer-provided training and advancement opportunities; and in the case of customized training involving an employer located in multiple local areas in the State, a significant portion of the cost of the training, as determined by the Governor of the State, taking into account the size of the employer and such other factors as the Governor determines to be appropriate.

Businesses entering into a CT agreement must provide a minimum 10% matching contribution to the training project.

Businesses shall contribute/match a non-federal share in an amount not less than the following:

- 10 percent for companies with 50 or fewer employees
- 25 percent for companies with 51-250 employees
- 50 percent for companies with 251 or more employees

The non-federal share provided by a business participating in the CT may include the amount of the wages paid by the business to a worker while the worker is attending a training program. The business may provide the match in cash or in-kind, fairly evaluated.

1. Training Vendors are paid by the business for training costs.
2. The SFWIB will set aside a pool of training funds that will be utilized for CT initiatives.
3. Businesses will be reimbursed by Service Partners with the final reimbursement upon the completion of the last training and credential attainment, and proper documentation has been provided. The reimbursement amounts will be based upon the relevant funding stream requirements and any waivers at the time of the

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agreement. As seen in this policy, Service Partners may submit a written request to the SFWIB/CSSF Executive Director to approve an exception to the reimbursement process.

**E. Training Completion and Outcomes**

1. All CT initiatives shall be performance based with specific measurable outcomes, including training completions and the number of participants trained.
2. Training must result in the attainment of a credential that leads to self-sufficiency, as established during the contract negotiations.

**F. Grievances and Appeals**

1. Service Partners shall advise participants of their right of appeal using either the business grievance procedures, or those of the CSSF, if previously agreed with the business. If a business elects to use its own grievance procedures, the business must agree to provide information to CSSF as to actions taken under those procedures. If the participant is not satisfied with the outcome after using the business' grievance procedures, then he/she may elect to file a grievance with CSSF under the CSSF grievance procedures.
2. If the application is not approved, the appropriate CSSF staff shall notify the business in writing. Businesses may appeal an application denial by the CSSF in accordance with the CSSF appeal process.

**G. Exceptions**

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

**H. Prohibitions**

1. A participant in a program or activity authorized under Title I of WIOA must 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 the participation).
2. A participant in a program or activity under Title I of WIOA may 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 WIOA participant or
  - c. The job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.

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3. Participants shall not be employed to carry out the construction, operation, or maintenance of any part of any facility that is 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).
4. Businesses that fail to meet the conditions as outlined in the executed agreement may not be considered for future CT agreements.
5. No officer, employee, agent, or representative of the Business or Service Partner may charge a participant a fee for the placement of such individuals in or to a training funded under a CT agreement or amendments thereof.
6. CT funded agreement must 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 must provide written concurrence before the agreement is initiated.
7. CT funds shall not be used for any political activity, lobbying of federal, state or local legislators, or to promote or oppose unionization.
8. CT funds may not be used to directly or indirectly assist, promote or deter union organizing.
9. CT funds shall not be used to fund employees of home-based businesses.
10. The encouragement or inducement of a business, as 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.

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