



SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

ECONOMIC DEVELOPMENT AND INDUSTRY SECTOR (EDIS) COMMITTEE MEETING

Thursday, February 24, 2011

8:00 AM

Doubletree Miami Mart/Airport Hotel and Exhibition Center
711 NW 72nd Avenue
Miami, Florida 33126

AGENDA

1. Call to Order and Introductions
2. Approval of EDIS Committee Meeting Minutes
 - A. December 16, 2010
3. Information – Business Incentives Roundtable Update
4. Information – Program Year 2010-2011 Consumer Report Card Update
5. Information – University of Miami Life Science & Technology Park
6. Recommendation as to Approval of an On-the-Job Training (OJT) Policy

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2.A

SFWIB - Economic Development and Industry Sector Committee

February 24, 2011

Minutes of SFWIB Economic Development and Industry Sector Committee Meeting December 16, 2010

South Florida Workforce Investment Board
 Economic Development and Industry Sector Committee
 December 16, 2010, 8:00 A.M.
 Miami Dade College West Campus
 3800 NW 115th Avenue, 1st Floor
 Doral, Florida 33178

COMMITTEE MEMBERS IN ATTENDANCE	OTHER BOARD MEMBERS	OTHER ATTENDEES
1. Andre “Andy” Perez – <i>Chair</i> 2. Harder, Jackie, <i>Vice Chair</i> 3. Ludwig, Philipp 4. Russo, Monica 5. Wiedman, Holly	(None) SFW STAFF Beasley, Rick Edwards, Phillip Gomez, Maria Kaveherssi, Cheri	Cela, Jose – <i>Ser Jobs</i> Donath, Jaap – <i>Beacon Council</i> Girnun, Arnie – <i>New Horizons</i> Quiros, Vivian – <i>Sullivan & Cogliano</i> Sanchez, Ophelia – <i>Management Resources</i>
COMMITTEE MEMBERS NOT IN ATTENDANCE		
6. Brecheisen, Bruce 7. Diggs, Bill 8. Regueiro, Maria Cristina 9. Roth, Thomas		

Agenda items are displayed in the order they were discussed.

1. Call to Order and Introductions

Mr. Andy Perez, Committee Chairperson greeted all those present at 8:10am, began with introductions and noted that a quorum has not been achieved.

The Chair noted that he will proceed with item # 3.

3. Information – Supply/Demand Matrix Update

Mr. Perez read the item.

Ms. Russo asked on what basis are the target agencies exempt (stated in the last paragraph of the agenda item). Mr. Perez provided further explanation.

4. Information – Business Incentives Roundtable Update

Holly Wiedman read and discussed the item.

Ms. Harder explained that she has been working with Cheri Kavehersi, Business Services Manager on implementing a Business Incentive Roundtable in Monroe County. They are planning to hold three events; one in the upper, middle and lower keys.

Mr. Perez asked how the roundtable event is being marketed to businesses in the community. Ms. Kavehersi responded that it's being marketed through press releases, partnership with Neighbors for Neighbors, phone contact and web presence.

Ms. Russo asked if the roundtable can be extended to other sectors in the community. Mr. Beasley responded that it may be possible.

5. Discussion – Expanding EFM Methodology for Determining Training Related Placement

Mr. Perez read and discussed the item. He mentioned that the Agency for Workforce Innovation (AWI), SFWIB staff and Training Vendors have discussed expanding Employ Florida Marketplace (EFM) limitations in determining training relatedness.

[Mr. Ludwig arrived; **Quorum Achieved**]

Ms. Russo inquired about the timeline and Mr. Perez responded that currently there are 800 occupations in EFM, but the target will be to focus on the top 20%, which should be up and running in the next two weeks. Ms. Russo further asked how the upgrades and standardized reporting will impact the resources. Mr. Perez responded that it will not impact resources since EFM is a state website.

[Ms. Wiedman stepped out of the room]

6. Approval to Assist in Funding the Beacon Council Economic Development Foundation, Inc.'s Once Community One Goal Project

Mr. Perez read the item. Jaap Donath with Beacon Council provided a brief presentation to further explain the "One Community One Goal" project.

Ms. Harder had some questions on the handout given to the members and Mr. Donath provided further explanation.

Mr. Perez commented that he recalls this initiative being approved already last year. Mr. Donath responded that this is a different project. Staff and Ms. Harder clarified that the project approved last year was called, "Miami Matters."

Mr. Perez suggested that the project should not only focus on high wage high growth, but to be flexible and target the other needs such as manufacturers. Mr. Donath responded that they are looking at a broader range.

Mr. Ludwig asked who will be running the project. Mr. Donath responded that the Beacon Council will be the project leader along with other stakeholders.

Due to lack of quorum, this item was recommended to the full Board with the consensus of the Committee.

[Ms. Wiedman came back; **Quorum Achieved**]

[Mr. Perez stepped out of the room]

7. Recommendation as to Approval of an Individual Training Account Policy

Ms. Harder read the item and noted the final change to the draft ITA Policy. The change that has been made is on page 5 of 6 in section XII. Performance Measures: "Training Vendors that agree to accept ITAs from SFWIB will be required to meet a minimum of **two of the listed** SFWIB performance standards" (see agenda for draft ITA Policy).

Ms. Wiedman commented that the EDIS Subcommittee meeting turned out successful; quorum was achieved, goals were accomplished and stakeholders' answers were all addressed.

Vivian Quiros with Sullivan & Cogliano from the audience had a question regarding the 14-day period in item D. ITA Voucher. Mr. Beasley responded that this can be procedurally reviewed on a case by case basis.

Ms. Holly Wiedman moved the approval of an Individual Training Account Policy. Ms. Monica Russo seconded; **Motion Passed**

8. Recommendation as to Approval of a Training Provider Subsequent Eligibility Policy

Ms. Harder asked staff to present the changes. Phillip Edwards, SFWIB Policy Coordinator read the Performance Measures section on page 2 of 3 and explained the changes.

Ms. Holly Wiedman moved the approval of an Individual Training Account Policy. Mr. Philipp Ludwig seconded; **Motion Passed**

[Mr. Perez stepped back in]

2. Approval of EDIS Committee Meeting Minutes for October 21, 2010

Ms. Jackie Harder moved the approval of EDIS Committee Minutes for October 21, 2010. Mr. Philipp Ludwig seconded; **Minutes Passed**

Mr. Perez asked if there were any questions or concerns then adjourned the meeting at 9:10am.



3.

SFWIB – Economic Development & Industry Sector (EDIS) Committee

February 24, 2011

Business Incentives Roundtable Update

Information Item

BACKGROUND

To assist businesses in Region 23 and to enhance training and employment opportunities for jobseekers, SFWIB partnered with economic development organizations, chambers of commerce and community-based agencies to host a series of Business Incentives Roundtable workshops. Businesses in the region will be invited to the workshops in order to make them aware of the resources available to them such as tax incentives, Employed Worker Training (EWT) and On-the-Job Training (OJT) programs. The goal of the workshops is to afford businesses an opportunity to capitalize on training, employment and other resources in order to enhance the skill set of their existing workforce, to retain their existing workforce and to hire new employees.

The roundtables began in December 2010 and will continue through May 2011. The next two roundtables have been confirmed as set forth below:

Tuesday, February 22, 2011
Registration: 7:30 am - 8:00 am
Event: 8:00 am - 10:00 am

Chamber South
900 Perrine Avenue
Miami, FL 33157

Thursday, March 31, 2011
Registration: 10:30 am - 11:00 am
Event: 11:00 am – 1:00 pm

Carrie P. Meek Entrepreneurial Education Center
6300 NW 7th Avenue – Room 1103
Miami, FL 33150-4322

Additional dates and times for March 2011 through May 2011 have yet to be determined.



4.

SFWIB – Economic Development & Industry Sector (EDIS) Committee

February 24, 2011

Program Year 2010-2011 Consumer Report Card Update

Information Item

BACKGROUND

In an effort to improve transparency and accountability in the delivery of training services, SFWIB staff launched the Consumer Report Card tool. The tool tracks Training Vendors' performance data; the data captured is real-time, updated as information is inputted by the Service Providers and Training Vendors in the Service Account Management System. The Report Card will enable the consumer (workforce participants) as well as the public to check on the success of individual training programs.

Attached is a February 17, 2011 copy of the Consumer Report Card. For Program Year 2010-2011, of the 592 participants who completed training thus far, 362 (61.15%) have been placed into employment; of the 362 placed, 247 (68.23%) have been placed into a training-related position. And of the 362 placed, the net economic benefit per placement for the region is \$22,778.57. Moreover, for every dollar spent on training, \$1.92 (value added per placement) is gained.

Attachment

Consumer Report Card 07/01/2010 - 06/30/2011

Training Agent	Total Outcome	Number of Completions	Number of Placements	% of Placements	# of Training Related Placements	% of Total Training Related Placements	Training Expenditures			Economic Benefit		Net Economic Benefit Per Placement	Value Added per Placement
							Avg. Cost Per Participant	Total Completion Expenditures	Total Expenditure Per Placement	Average Wage	Average Economic Benefit		
Advance Science Institute	6	5	2	40.00 %	1	50.00 %	\$ 7,639.93	\$ 38,199.67	\$ 19,099.83	\$ 7.63	\$ 15,860.00	(\$ 3,239.83)	(\$ 1.17)
Advance Technical Center	7	7	6	85.71 %	3	50.00 %	\$ 3,130.07	\$ 21,910.50	\$ 3,651.75	\$ 10.30	\$ 21,424.00	\$ 17,772.25	\$ 3.87
American Advanced Technicians Institute	20	18	18	100.00 %	17	94.44 %	\$ 5,220.85	\$ 93,975.30	\$ 5,220.85	\$ 9.38	\$ 19,509.24	\$ 14,288.39	\$ 1.74
ATI Career College of Health - Medical Campus	4	4	1	25.00 %	1	100.00 %	\$ 4,218.75	\$ 16,875.00	\$ 16,875.00	\$ 9.00	\$ 18,720.00	\$ 1,845.00	(\$ 0.89)
ATI Career Training Center - Miami Campus	3	1	1	100.00 %	1	100.00 %	\$ 5,056.95	\$ 5,056.95	\$ 5,056.95	\$ 15.00	\$ 31,200.00	\$ 26,143.05	\$ 4.17
Broward College	3	2	1	50.00 %	1	100.00 %	\$ 807.86	\$ 1,615.73	\$ 1,615.73	\$ 10.00	\$ 20,800.00	\$ 19,184.27	\$ 10.87
College of Business & Technology	14	12	3	25.00 %	-	0.00 %	\$ 4,362.83	\$ 52,353.95	\$ 17,451.32	\$ 15.98	\$ 33,238.40	\$ 15,787.08	(\$ 0.10)
Compu-Med Vocational Career Corp.	14	13	4	30.77 %	2	50.00 %	\$ 1,844.15	\$ 23,974.01	\$ 5,993.50	\$ 6.88	\$ 14,300.00	\$ 8,306.50	\$ 0.39
Everest Institute (Hialeah)	7	6	4	66.67 %	2	50.00 %	\$ 3,173.38	\$ 19,040.30	\$ 4,760.07	\$ 6.44	\$ 13,390.00	\$ 8,629.93	\$ 0.81
Everest Institute (Kendall)	12	11	6	54.55 %	4	66.67 %	\$ 4,960.18	\$ 54,561.93	\$ 9,093.65	\$ 10.13	\$ 21,066.93	\$ 11,973.28	\$ 0.32
Everest Institute (North Miami)	6	6	6	100.00 %	1	16.67 %	\$ 4,140.52	\$ 24,843.10	\$ 4,140.52	\$ 5.00	\$ 10,400.00	\$ 6,259.48	\$ 0.51
FastTrain	11	11	5	45.45 %	3	60.00 %	\$ 7,760.36	\$ 85,364.00	\$ 17,072.80	\$ 12.21	\$ 25,396.80	\$ 8,324.00	(\$ 0.51)
Florida Education Institute, Inc.	1	1	1	100.00 %	1	100.00 %	\$ 5,773.00	\$ 5,773.00	\$ 5,773.00	\$ 12.00	\$ 24,960.00	\$ 19,187.00	\$ 2.32
Florida International University (MARC130)	6	5	3	60.00 %	-	0.00 %	\$ 2,492.22	\$ 12,461.11	\$ 4,153.70	\$ 17.00	\$ 35,360.00	\$ 31,206.30	\$ 6.51
Florida International University PC 120	1	1	1	100.00 %	-	0.00 %	\$ 524.69	\$ 524.69	\$ 524.69	\$ 12.00	\$ 24,960.00	\$ 24,435.31	\$ 45.57
Florida Keys Community College	4	3	-	0.00 %	-	0.00 %	\$ 1,628.54	\$ 4,885.61	-	-	-	-	-
Florida National College	2	1	1	100.00 %	-	0.00 %	\$ 3,352.01	\$ 3,352.01	\$ 3,352.01	\$ 7.25	\$ 15,080.00	\$ 11,728.00	\$ 2.50
Hialeah Technology Center	3	3	3	100.00 %	1	33.33 %	\$ 2,900.00	\$ 8,700.00	\$ 2,900.00	\$ 15.83	\$ 32,933.33	\$ 30,033.33	\$ 9.36
Keiser Career College	1	1	1	100.00 %	1	100.00 %	\$ 6,706.98	\$ 6,706.98	\$ 6,706.98	\$ 12.00	\$ 24,960.00	\$ 18,253.02	\$ 1.72
Management Resources, Inc.	22	21	14	66.67 %	7	50.00 %	\$ 4,026.62	\$ 84,559.05	\$ 6,039.93	\$ 10.08	\$ 20,957.49	\$ 14,917.55	\$ 1.47
MDCP SCHOOLS (ALL)	76	71	34	47.89 %	26	76.47 %	\$ 2,177.73	\$ 154,618.76	\$ 4,547.61	\$ 15.84	\$ 32,949.04	\$ 28,401.42	\$ 5.25
Metropolitan Trucking and Technical Institute	16	15	14	93.33 %	7	50.00 %	\$ 3,058.13	\$ 45,871.88	\$ 3,276.56	\$ 10.20	\$ 21,214.51	\$ 17,937.95	\$ 4.47
Miami-Dade College	98	69	43	62.32 %	33	76.74 %	\$ 2,153.60	\$ 148,598.13	\$ 3,455.77	\$ 21.04	\$ 43,754.49	\$ 40,298.72	\$ 10.66
New Horizons	68	46	33	71.74 %	28	84.85 %	\$ 5,118.63	\$ 235,457.09	\$ 7,135.06	\$ 20.05	\$ 41,698.33	\$ 34,563.26	\$ 3.84
New Professions Technical Institute	31	23	20	86.96 %	8	40.00 %	\$ 3,887.53	\$ 89,413.18	\$ 4,470.66	\$ 8.06	\$ 16,771.04	\$ 12,300.38	\$ 1.75
SABER	16	16	11	68.75 %	10	90.91 %	\$ 5,766.19	\$ 92,259.10	\$ 8,387.19	\$ 15.38	\$ 31,992.29	\$ 23,605.10	\$ 1.81
South Florida Institute of Technology, Inc.	5	5	2	40.00 %	1	50.00 %	\$ 2,740.00	\$ 13,700.00	\$ 6,850.00	\$ 11.20	\$ 23,296.00	\$ 16,446.00	\$ 1.40
St. Thomas University	1	1	1	100.00 %	-	0.00 %	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 15.87	\$ 33,009.60	\$ 28,009.60	\$ 4.60
Sullivan And Cogliano	48	47	30	63.83 %	11	36.67 %	\$ 5,434.73	\$ 255,432.27	\$ 8,514.41	\$ 13.62	\$ 28,326.13	\$ 19,811.72	\$ 1.33
Technical Career Institute	21	17	11	64.71 %	6	54.55 %	\$ 5,588.86	\$ 95,010.64	\$ 8,637.33	\$ 8.05	\$ 16,734.55	\$ 8,097.21	(\$ 0.06)
The Academy of South Florida, Inc.	132	132	70	53.03 %	61	87.14 %	\$ 8,761.98	\$ 1,156,581.99	\$ 16,522.60	\$ 17.92	\$ 37,273.30	\$ 20,750.70	\$ 0.26
The CDL School	18	18	12	66.67 %	10	83.33 %	\$ 3,777.72	\$ 67,999.00	\$ 5,666.58	\$ 11.64	\$ 24,209.47	\$ 18,542.88	\$ 2.27
	677	592	362	61.15 %	247	68.23 %	\$ 4,773.68	\$ 2,826,019.51	\$ 7,806.68	\$ 14.70	\$ 30,585.25	\$ 22,778.57	\$ 1.92



5.

SFWIB – Economic Development & Industry Sector (EDIS) Committee

February 24, 2011

University of Miami Life Science & Technology Park

Information Item

BACKGROUND

The University of Miami Life Science & Technology Park (LSTP), located in Miami’s historic Overtown neighborhood, is scheduled to complete the construction of its first phase in summer 2011. The LSTP will be apart of Miami’s Health District, adjacent to the University of Miami Leonard M. Miller School of Medicine. The park will be home to best-in-class research facilities that bridge academia and industry. Development of the park will also stimulate economic growth in the region, beginning with new business opportunities for the area construction companies and new job creation. According to a Washington Economics Group study, phase one of the park is projected to create more than 1,150 direct and indirect jobs, with an additional 2,700-plus direct and indirect positions created by ongoing operations. SFWIB will explore partnering with the University of Miami (UM) and Miami Dade College (MDC) to create a medical cohort; the cohort’s successful graduates will be placed into research positions at the LSTP.

UM staff will conduct a presentation on the park and the potential SFWIB-UM-MDC partnership.



6.

SFWIB – Economic Development & Industry Sector (EDIS) Committee

February 24, 2011

Approval of an On-the-Job Training (OJT) Policy

RECOMMENDATION

SFWIB staff recommends to the EDIS Committee to recommend to the Board the approval of the revised On-the-Job Training (OJT) Policy as set forth below.

BACKGROUND

SFWIB staff has developed the attached revised OJT Policy for the EDIS Committee's consideration. The purpose of the OJT Policy is to provide all SFWIB stakeholders with clear, uniform guidelines and parameters regarding the use of training funds through OJT agreements. The policy has three principal benefits: provide minimum standards and suggestions for implementing federally funded OJT, promote an increase in the region's utilization of OJT, and encourage Service Providers to develop standard protocol to streamline OJT agreements that best meet the needs of the local business community.

The following is a bulleted list of the critical sections of the revised policy:

- Section VI: Definitions
 - a. Conflict of Interest
 - b. Reverse Referrals
- Section VII: Eligibility
- Section VIII: OJT Agreement
 - a. Conditions
 - b. Duration
 - c. Compensation
- Section X: Exceptions

Note that the policy will be implemented following approval by the SFWIB.

Attachment

SFWIB ON-THE-JOB TRAINING (OJT) POLICY

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), SFWIB staff, Contractors (Service Providers), Training Vendors, Businesses, Job Seekers, and Employees in Region 23 (Miami-Dade and Monroe counties).

II. **SUBJECT**

On-the-Job Training (OJT)

III. **PURPOSE**

The purpose of the OJT Policy is to provide all SFWIB stakeholders with parameters regarding the use of training funds through OJT agreements. As seen in the Agency for Workforce Innovation (AWI) Final Guidance 00-009, OJT is a required component of the SFWIB Training Master Plan.

IV. **STATUTORY AUTHORITIES**

Public Law 105-220, Workforce Investment Act of 1998 (WIA)

Florida Statutes, Title XXXI, Chapter 445, Workforce Innovation Act of 2000

V. **BACKGROUND**

The WIA includes OJT as one of its approved training services. SFWIB provides OJT services via an agreement with a business (public, private non-profit or private for-profit), Service Provider, and an eligible participant. Through OJT, businesses may receive funding to assist in offsetting the extraordinary costs of hiring and training a new employee.

VI. **DEFINITIONS**

A. On-the-Job Training (OJT)

Section 101 (31) of WIA defines On-the-Job Training as:

1. Provides knowledge or skills essential to the full and adequate performance of the job;
2. Provides reimbursement to the business a percentage of the wage rate for a participant(s), for the extraordinary cost of providing 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 education and work experience of the participant, and the service strategy.

B. Conflict of Interest

1. SFWIB will 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.
2. The SFWIB shall be notified whenever the OJT Agreement is connected to a SFWIB member, Service Provider or employee.
3. 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.
4. The contracted OJT business shall not 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)

C. 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 (OCP); licensure or industry-recognized certificates; and, successful completion of OJT and Customized Training.

D. Reverse Referrals

A 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 WIA 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.

VII. ELIGIBILITY

A. Business

Prior to entering into an agreement for OJT services with a business, the Service Provider 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 occupational license;

3. Maintains Workers Compensation Insurance (if applicable);
4. Active business as verified by Florida Department of State Division of Corporations (www.sunbiz.org);
5. Business has operated at current location for at least 120 days.

B. Participant (Unemployed)

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

1. Eligible under one of the SFWIB funded programs: WIA Youth, WIA Adult, WIA Dislocated, TANF, Refugee, etc. **Note:** for OJT NEG's, eligibility is limited to dislocated workers only.
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 WIA, has received at least one intensive service, such as development of an Individual Employment Plan (IEP) with a career advisor or individual counseling and career planning, before receiving OJT services.

C. Training Vendors

Service Providers may only refer OJT participants to SFWIB-approved Training Vendors.

VIII. 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 following three sections must be pre-negotiated and included in the OJT agreement:
 - a. Percent of Reimbursement;
 - b. Timeframe for achievement of competencies; and
 - c. Intervals at which the business will be reimbursed.
3. 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.
4. Service Providers are responsible for reviewing the agreement with both the business and the participant prior to execution to assure that the business and participant wholly understand and are familiar with the requirements of the agreement.

5. The participant's attainment of competencies must be routinely documented by the business and Service Provider and placed in the participant's file.
6. OJT may be sequenced with, or accompanied by, other types of training, such as remedial education, basic skills training or occupational skills training.
7. Businesses shall establish and maintain records with respect to all matters covered by the OJT 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 OJT agreement, unless the records are exempt under federal or state law.
8. The OJT business shall comply with the nondiscrimination and equal opportunity provisions of federal or state law.

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. In determining the appropriate length of the agreement, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's IEP.
2. OJT agreements shall not exceed six months of training unless there is documented justification and written approval from the SFWIB Executive Director.
3. For OJT NEGs, the OJT duration caps at six months.
4. An OJT agreement may be written or extended beyond the initial periods under the following conditions:
 - a. A barrier to skills attainment is identified during training, which was not evident during the assessment.
 - b. The participant has been unable to master the skills within the agreement's time frame.
 - c. The training plan measures used during the assessment to identify participant's skills proficiencies prove to be inadequate based upon business evaluation after participant is placed on the job.
 - d. There is an upgrade in the participant's job description from that developed upon entry into training in which case the ending wage for the participant should be increased from the wage identified upon entry into training.

C. Compensation

1. Eligible Service Providers and Training Vendors may not execute OJT agreements exceeding a total possible business compensation of \$10,000 per participant without prior written SFWIB approval.

2. 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.
3. 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. The business will bear the full cost of fringe benefits for OJT participants, including holiday pay, insurance, taxes, etc.
4. Payments to a business under an OJT agreement shall not exceed program specific guidelines, for the costs of providing the training and additional supervision related to the training; and reimbursement of the participant's wage rate.
5. OJT payments may not be based on overtime, shift differential, premium pay and other non regular wages paid by the business to participants.
6. Businesses may not pay OJT participants in cash.
7. Businesses shall submit certified payroll records, as part of the invoice process, in order to receive the applicable reimbursement.
8. Businesses will be reimbursed by Service Providers as competencies/skills are met with the final reimbursement upon the completion of the last competency and proper documentation has been provided. Reimbursement should coincide with the business pay period. The reimbursement amounts will be based upon the relevant funding stream requirements and any waivers at the time of the agreement. As seen in Section X of this policy, Service Providers may submit a written request to the SFWIB Executive Director to approve an exception to the reimbursement process.

IX. 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 with the business. If a business elects to use its own grievance procedures, the business must agree to provide information to SFWIB 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 SFWIB under the SFWIB grievance procedures.

X. EXCEPTIONS

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

XI. PROHIBITIONS

1. Workforce participants who have previously received an Individual Training Account (ITA) for occupational training are ineligible to participate in OJT.
2. 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).
3. OJT agreements shall not be written for part-time employment. Proof of full-time employment shall be established and documented by the business. Whether the participant is categorized as full-time shall be verified by the Service Provider.
4. OJT agreements shall not be written for jobs with a Specific Vocational Preparation (SVP) of two or under, 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 by the SFWIB Business Services Manager. Documentation shall indicate the appropriateness of training and why the training is necessary to obtain the skills for the job. 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.
5. The Service Provider shall not enter into agreement with a business 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.
6. OJT training funds shall not be spent on construction or purchase of facilities or buildings except:
 - a. To meet a recipient's obligation to provide physical and programmatic accessibility and reasonable accommodation as required by the Americans with Disabilities Act (ADA);
 - b. To fund repairs, renovations, alterations and capital improvements of property, including: (i.) State Employment Service Agency (SESA) real property, identified at WIA section 193, using a formula that assesses costs proportionate to space utilized; (ii.) Job Training Partnership Act (JTPA) owned property which is transferred to WIA Title I programs; and (iii.) Job Corps facilities, as authorized by WIA section 160(3)(B); and
 - c. To fund disaster relief employment on projects for demolition, cleaning, repair, renovation, and reconstruction of damaged and destroyed structures, facilities, and lands located within a disaster area. (WIA Sec. 173(d))

7. 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.