

Chapter 32 Employer Based Training (On the Job Training & Work Based Training)

32.1 Authority: 34 CFR 361.48

32.2 Policy

The Utah State Office of Rehabilitation recognizes that some employment skills are most effectively taught by an employer. USOR staff may pay a training fee to employers who agree to employ a client and provide specific training that will prepare the client for his/her identified vocational goal. On-the-job-training (OJT) and Work Based Training (WBT), as a rehabilitation service, is a program of specific and organized training under actual conditions of employment in which the rehabilitation client/trainee learns the skills and tasks necessary to do the job from his/her employer/trainer. An OJT/WBT should be viewed by rehabilitation counselors and clients as a viable option to obtain specific vocational skills, gain experience that builds the client/trainee's resume, exposes the client/trainee to a potential employer, and establishes a viable employment reference leading to meaningful successful employment.

In general, basic criteria for establishing an OJT/WBT arrangement/placement includes the following:

- a. Completion of a Comprehensive Assessment of Rehabilitation Need
- b. Identification of a specific employment goal supported by the client and VR Counselor;
- c. Documentation of skill deficits
- d. An inventory of the specific job skills and tasks to be taught;
- e. Documentation of which employee will act as the OJT trainer.
- f. An OJT/WBT agreement (Form USOR-84) that is completed and signed by the employer/trainer, the client, and the VR Counselor.

The VR Counselor should make every effort to utilize comparable services and benefits to fund OJT/WBT programs on behalf of the client. On-the-Job-Training/ Worksite Based Training is not intended to replace or eliminate other types of training programs available to counselors for rehabilitation clients. Care must be taken, however, to avoid duplication of other training options available to the client. For example, it is not appropriate to authorize for SE/SJBT services while a client is on an OJT program if the job coach is also training the client at the job site.

32.3 Employer Requirements

The employer/trainer must be able to competently teach the employee/trainee the essential job tasks, relate positively to the employee/trainee, fill out monthly progress reports, and submit monthly billing statements to the rehabilitation counselor. In a WBT the employer/trainer must be willing and able to provide future employment references as the employee/trainee seeks employment consistent with the Worksite Based Training.

- a. Employer Eligibility
 - i. Insofar as the VR Counselor is able to reasonably determine, employer/trainers should be established in the community and have a reputation of fair treatment of employees and no known violation of state or federal labor laws.
 - ii. Employer/trainers must be willing to pay competitive pay wages to the client during his/her training program (minimum wage regulations will generally apply).
 - iii. Employer/trainers must be willing to cover the client's social security, worker's compensation, or other appropriate insurance coverage, and fringe benefits normally provided to other employees in similarly situation positions.
 - iv. Employer/trainers should be appropriately staffed and equipped to provide training and instruction as specified in the OJT/WBT Agreement (Form USOR-84) and be willing to submit a monthly progress report (Form USOR-72) on the client to the VR Counselor.
 - v. In the case of an OJT the employer/trainer should demonstrate a sincere willingness to hire the client/trainee upon successful completion of the OJT program.
 - vi. In the case of a WBT the employer/trainer should be willing and able to provide employment references for the trainee upon successful completion of the training program to support the trainee's job search efforts.

The VR Counselor should notify the employer that OJT/WBT training fees are taxable income and that they will receive 1099 tax form. The VR Counselor should also be prepared to provide the employer/trainer with information regarding other services that may be provided by the agency such as ADA consultation, tax credits (WOTC), assistive technology, accessibility studies, etc., if these services can help facilitate a successful OJT/WBT arrangement.

c. OJT/WBT Training Schedule

32.3 Training Schedule

In an OJT, the training should be intensive at first and then fade out over a period of time as specified in the OJT/WBT agreement with a reasonable expectation that upon successful completion the employee/trainee will be offered employment with the employer/trainer. In a WBT, the training should be intensive at first and then fade out over a period of time as specified in the OJT/WBT agreement without the reasonable expectation that the training will result in a job offer with the employer/trainer but is expected to provide the skills, experience, and employment reference that may lead to employment in the field with another employer.

a. Length of OJT/WBT Programs:

The time frame for an OJT/WBT program will be an item for discussion and negotiation between the rehabilitation counselor and employer/trainer. Factors to be considered include:

- i. The level of skills necessary to meet entry level requirements of the job;
- ii. The amount of training and/or experience the client has upon entry into the OJT/WBT program; and the capabilities and limitations of the client.
- iii. In general, OJT/WBT programs usually range from 3 to 6 months. An OJT/WBT program that exceeds six months must be approved by the Counseling Supervisor, OJT/WBT exceeding

nine months must be approved at the District Director level, and OJT/WBT programs exceeding 1 year should be approved by exception at the Field Service Director level.

32.4 Training Fees

In an OJT/WBT the client/trainee is hired for the job and receives a wage from the employer/trainer. USOR pays the employer/trainer a training fee for the training services provided. The OJT/WBT fee, training period length, and payment schedule are matters of negotiation and agreement between the rehabilitation counselor and employer/trainer. The training length and fees vary according to the skill level requirements of the job, the needs of the employer/trainer and client/trainee, among other factors.

The OJT/WBT fee amounts and payment schedule is a matter of negotiation and agreement between the rehabilitation counselor and the employer/trainer. The training fee and schedule varies according to the skill level requirements of the job and the needs of the employer/trainer and client. OJT/WBT training fees should not exceed 100% of the client's hourly wages and should gradually decrease in amount over time as the client gains more skills and requires less training.

The VR Counselor should notify the employer that OJT/WBT training fees are taxable income and that they will receive 1099 tax form. The VR Counselor should also be prepared to provide the employer/trainer with information regarding other services that may be provided by the agency such as ADA consultation, tax credits (WOTC), assistive technology, accessibility studies, etc., if these services can help facilitate a successful OJT/WBT arrangement.

A trial OJT/WBT arrangement may be developed if this is in the best interests of the client/trainee and/or employer/trainer. In a trial OJT/WBT, the employer/trainer must provide worker insurance coverage and a wage to the employee/trainee similar to a regular OJT/WBT arrangement and USOR pays a training fee.

32.5 Trainee Wages and Benefits:

Clients participating in OJT/WBT programs will be paid a wage and provided fringe benefits commensurate with the entry level for the position or job for which they are being trained consistent with other similarly situated employees. Minimum wage requirements apply however VR Counselors should negotiate a wage that is commensurate with the starting wage for new hires without disabilities for similar positions with the employer.

32.6 Other Considerations

a. OJT/WBT Termination:

An OJT/WBT program can be terminated by the employer/trainer and VR Counselor. Examples of rationale for terminating an OJT/WBT program include the client being ready to accept employment on a regular basis, the client being unable or unwilling to complete the program, or the employer/trainer being unable or unwilling to continue the program, etc. The reasons for the termination of the program should be documented in the client record.

b. Counselor Follow-up:

VR Counselors are responsible to periodically review the client's progress by means of job site visits and employer/trainer contacts. The employer/trainer must submit monthly progress reports (Form USOR-72) to the VR Counselor. It is recommended that the VR Counselor visit the OJT/WBT site as often as needed, with visits being made more often during the early stages of the program.

c. Equipment and Other Support Services:

USOR may provide equipment, tools, clothing, transportation, supplies, and other services necessary to the success of the OJT/WBT program for the client. However, VR Counselors should avoid purchasing equipment, tools, or supplies that the employer/trainer regularly provides to similarly situated employees.

d. Client Record Documentation:

The client record should include all forms and correspondence relating to the client's OJT/WBT program. Documentation includes forms USOR-84 and USOR-72, R-11's, letters, and other correspondence regarding the client's OJT/WBT performance and outcome. Form USOR-84 should be signed and dated by the employer/trainer, VR Counselor, and client/trainee. Form USOR-72 must be signed and dated by the employer/trainer and sent to the VR Counselor at least monthly.

e. Client Responsibilities:

The client is responsible for contacting the VR Counselor at least monthly while in an OJT/WBT program. Frequent and open communication has shown to facilitate the likelihood of a more positive OJT/WBT experience for both the client/trainee and employer/trainer. The client is also responsible for providing the VR Counselor with information that reflects a change in his/her situation that may affect continued eligibility for participation in an OJT/WBT program.

f. BEP Program:

An exception to the agency OJT/WBT policy is the Business Enterprise Program (BEP) administered by the Division of Services for the Blind and Visually Impaired (DSBVI). In this program, on-the-job training/worksite training experience for new blind vendors will cover a period of at least eight (8) weeks, rotated at two or three existing BEP facilities. This phase of the BEP training program will be arranged for by the client/trainee's VR Counselor in consultation with the BEP supervisor. The manager/trainer will receive an established weekly training fee paid by the Division of Services for the Visually Impaired.

Forms:

USOR-84 signed and dated by the employer/trainer, rehabilitation counselor, and client/trainee.
USOR-72 signed and dated by the employer/trainer and sent to the rehabilitation counselor at least monthly.

APPENDIX 32-B1

USOR-84

(Rev. 05/12)

UTAH STATE OFFICE OF REHABILITATION**ON-THE-JOB TRAINING (OJT)/ Worksite Based Training (WBT) AGREEMENT**

This OJT/WBT Agreement specifies the services to be provided by the employer and the Utah State Office of Rehabilitation (USOR) in establishing an OJT/WBT program for:

1. Client/Trainee Information:

Client/Trainee Name: _____

Address: _____

Home Phone: _____

Alternate Phone: _____

E-mail Address: _____

2. VR Counselor Information:

Counselor Name: _____

Office Address: _____

Office Phone: _____

Fax Number: _____

E-mail Address: _____

3. Employer Information:

Employer Name: _____

Address: _____

Office Phone: _____

Fax Number: _____

OJT Supervisor/Trainer: _____

E-mail Address: _____

4. Training and Occupational Information:**Dates Knowledge/Skills/Abilities to be taught:****5. Employer Expectations:**

The employer agrees to:

- a. Provide training for the client as outlined in number 4 above.
- b. Pay trainee's wages as follows:
- c. *(Note: The payment amount and schedule should be at least commensurate with the prevailing wage for the position within the organization)*

- d. Employer/trainers must be willing to cover the client’s social security, worker’s compensation, or other appropriate insurance coverage, and fringe benefits normally provided to other employees.
- e. Employer/trainers will submit written training progress reports as negotiated (Form USOR-72) on the client/trainee to the VR Counselor.
- f. Employer/trainers will submit billing to the VR Counselor at the end of each month or as needed for reimbursement for training costs.
 - i. (Example: 100 hours OJT @\$7.25 per hour = \$725.00)
- g. The employer agrees to hire the trainee upon successful completion of the OJT program if a position is available.

6. Utah State Office of Rehabilitation (USOR) Expectations:

The USOR VR Counselor agrees to:

- a. Pay the employer/trainer a negotiated training fee as follows:
- b. When appropriate, furnish equipment, tools, and supplies that are required by the client/trainee for training and/or employment.
- c. Provide technical assistance, counseling, support, and follow-up to the employer and/or client/trainee in resolving problems that may arise during the period of training.

7. Client/Trainee Expectations:

The client/trainee agrees to:

- a. Learn and understand the policies and procedures of the employer/company.
- b. Follow the training schedule (as provided in this agreement).
- c. Learn the knowledge, skills, and abilities identified in this agreement.
- d. Maintain open communication at least monthly (or as necessary) with his/her employer/trainer and VR Counselor while in the OJT program.
- e. Report immediately to the employer/trainer and VR Counselor any circumstances that might affect continued eligibility in the OJT program (e.g. illness, change of address).

This agreement may be terminated at any time by the employer/trainer, VR Counselor, and/or client/trainee.

Employer/Trainer Signature	Date
Client/Trainee Signature	Date
VR Counselor Signature	Date

Cc: Employer
 Client
 VR Counselor

APPENDIX 32-B2

USOR-72

On-the-Job Training Progress Report

(To be completed monthly)*

Provider Name & Address:		Return Completed Form To:		
Consumer Name:				
Reporting Period:	From:	To		
Was the individual late for scheduled activities in this reporting period? Yes No If yes, how often?				
Did the individual have unexcused absences in this reporting period? Yes No If yes, how often?				
	Excellent	Good	Average	Poor
Quality of Work				
Rate of Progress				
Ability to Get Along With Others				
Personal Appearance & Hygiene				
Learning Ability				
Attitude				
Comments:				

Are there any changes needed to training schedule? If yes, explain.		
How many additional hours of training do you believe are needed?		
Provider Signature	Provider Title	Date Signed