

CUSTOMIZED TRAINING & CONTRACTED EDUCATION TRAINING POLICIES AND PROCEDURES

TABLE OF CONTENTS

I. Introduction	2
II. CT and CET.....	2
A. Participant Eligibility	2
B. Employer/Training Provider Pre-Screening	2
1. Employer(s) must meet all requirements below:	3
2. Training providers must meet one of the following requirements below:	3
3. Conflict of Interest	3
C. Training Requirements.....	4
1. Requirements for CT	4
2. Requirements for CET	5
D. Career Center Role and Responsibilities	5
1. Intake and Eligibility	5
2. Case Management	6
E. CET/CT Agreement Development	6
1. Training Agreement Number	6
2. CET/CT Agreement Approval.....	6
F. Training Documentation in caljobs	6
1. Activity Enrollment Summary.....	6
2. Case Notes	7
G. CET/CT Approval of Deliverables Invoice.....	7
1. Invoice Processing.....	7
H. CET/CT Voids and Discontinuations	8
1. CET/CT Void.....	8
2. CET/CT Discontinuation	8
3. Recovery of WIOA Training Funds	8
I. Progress Report & Attendance	9
J. References.....	9
III. Exhibits.....	9
CET/CT Agreement	
Approval of Deliverables Invoice	

I. INTRODUCTION

The purpose of this policy is to provide funding guidance for Customized Training (CT) and Contracted Education Training (CET) funding under the Workforce Innovation and Opportunity Act (WIOA).

II. CT AND CET

Customized Training (CT) is designed to meet the unique training needs of an employer or a group of employers. CT can be used for training prospective (new) workers or Incumbent Workers. CT is business-driven where the employer decides who will provide the training (e.g., external trainer, internal manager), what curriculum will be used, and which workers will be trained. Prospective or incumbent workers benefit by learning new skills and obtaining or retaining employment after successful training completion. Upon entering a CT Agreement with the San Diego Workforce Partnership (Workforce Partnership), the business commits to hire or—in the case of incumbent workers—retain individuals who successfully complete training.

Contracted Education Training (CET) provides local boards the flexibility to contract directly with institutions of higher education or eligible training providers under certain conditions. Specifically, a local board may award a contract to an institution of higher education or other eligible training provider if the local board determines that it would facilitate the training of multiple individuals in high-demand occupations if such contract does not limit customer choice. CETs provide the same flexibility and are intended to increase education, training enrollments, and training capacity at a time when many states and educational institutions are experiencing budget shortfalls. Direct contracts with institutions of higher education or eligible training providers allow local boards to quickly design training to fit the needs of both job seekers and employers.

A. PARTICIPANT ELIGIBILITY

Under the WIOA there are two levels of services: Basic and Individualized services. A determination that a participant needs individualized and/or training services can be made without regard to how long the individual has been receiving services at each level. Participants in Adult programs must meet eligibility requirements, before being provided training services. Eligibility for services is found in the ***Workforce Partnership's Operations Manual, Chapter 7, Part 1: WIOA Adult and Dislocated Worker Program Eligibility***.

Training services are available to those participants who are unable to find employment. Need and ability to benefit from WIOA funds must be established and the participant must have the skills and qualifications to successfully complete the training program. An individual's need for training shall be determined through an assessment. Participants with marketable skills within an in-demand occupation shall not be deemed eligible for WIOA funded training.

B. EMPLOYER/TRAINING PROVIDER PRE-SCREENING

CT and CET are provided under an agreement with an employer, group of employers or training provider. A pre-screening should be conducted to ensure that the employer or training provider meets the minimum standards and can provide both training and employment to a CT/CET participant. If additional training is needed, the Service Provider should ensure that a third-party training provider is included in the agreement.

1. Employer(s) must meet all requirements below:

- The business has not exhibited a pattern of failing to provide CT participants with employment upon successful completion of the CT;
- The business verifies WIOA funds will not be used to relocate operations in whole or in part;
- 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 individual(s)/employees were not laid off at the previous location as a result of the relocation;
- Open position(s) for CT has not infringed upon the promotion of or displacement of any currently employed worker or a reduction in their hours;
- Open position(s) for CT has not open due to a hiring freeze;
- Open position(s) for CT are not for seasonal employment;
- Open position(s) for CT is full time (i.e., minimum of 32 hours per week)
- The business is not utilizing CT participants to fill job openings as a result of a labor dispute;
- Open position(s) for CT will not be used to directly or indirectly assist, promote, or deter union organizing;
- The employer will comply with the non-discrimination and equal opportunity provisions of WIOA law and regulations; and
- It is expected that employers that use CT funding will hire the individuals receiving the training as full-time employees, provide benefits and working conditions at the same level and to the same extent as other employees working a similar length of time, and doing the same type of work for at least six months following the training.

2. Training providers must meet one of the following requirements below:

- Admits as regular students only persons having a certificate of graduation from a school providing secondary education, or the recognized equivalent of such a certificate;
- Is legally authorized to provide a program of education beyond secondary education;
- Provides an educational program for which the institution awards a bachelor's Degree or provides not less than a two-year program that is acceptable for full credit toward such a degree;
- Is a public or other nonprofit institution and is accredited by a nationally recognized accrediting agency or an institution that has been granted pre-accreditation;
- Status by such an agency or association that has been recognized by the Secretary for the granting of pre-accreditation status, and the Secretary has determined that there is satisfactory assurance that the institution will meet the accreditation standards of such an agency or association within a reasonable time;
- The institution of higher education term also includes:
 - additional institutions;
 - a proprietary institution of higher education; and/or
 - a postsecondary vocational institution.
- Is an eligible training provider listed on the State's Eligible Training Provider List.

3. Conflict of Interest

No grantee, contractor, sub-grantee, or sub-contractor will engage in any conflict of interest, real, implied, or apparent, in the selection, award or administration of a WIOA funded contract or

grant. CT and CET contracting must be conducted by training professionals and Employers in a manner that is objective and independent of personal interests.

C. TRAINING REQUIREMENTS

1. Requirements for CT

- a) An employer orientation must be completed with each employer and/or group of employers to discuss the contract provisions and training plans. The contract process sets the ground-rules for CT with an employer or group of employers and ensures there is a legally binding agreement between the employer(s) and the CT training provider, if the latter is an outside provider.
- b) CTs differ from an OJT (On-the-Job Training contract) based on volume (an employer or group of employers requiring five or more of the same/similar positions filled) and complexity (CT trains each participant for the same skill set rather than individualized job skills).
- c) CT duration must be limited to the time necessary for a customer to become proficient in the occupation for which the customer is receiving CT.
 - Length of training should be based on individual assessments of the participant's background, skills, and barriers to employment.
 - Service Provider should consult with the employer(s) and use the Occupational Information Network's (ONET) Specific Vocational Preparation Range (SVP) 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 past skill and experience.

Level	Timeframe
Level 1	< 1 month
Level 2	1 month
Level 3	< 1month – 3 months
Level 4	>3 months – 6 months
Level 5 - 9	>6 Months

- d) CT must lead to full-time, regular employment (minimum of 32 hours per week) unless otherwise approved by the Workforce Partnership.
- e) Employers participating in CTs must pay a significant cost of the CT training. This payment can be in-kind services. CT funding cannot be used for the wages of incumbent workers while they participate in training but may be used to fund the cost of administering the training, including the wages of the trainer.

Significant cost is defined by the following sliding scale:

 - For employers with 50 or fewer employees, a minimum of a 25% match
 - For employers with 51 or more employees, a minimum of a 50% match
- f) Must meet the approved target self-sufficiency wage as determined by the Workforce Development Board (WDB).

2. Requirements for CET

The Workforce Partnership may award institutions of higher education or eligible training providers, under the following conditions:

- the local board determines it would facilitate the training of multiple individuals in in-demand occupations, and
- the contracts do not limit customer choice

Training services include the full range of occupational skills training, adult education and literacy services, and customized training. Before entering such contracts, local boards should assess current training offerings to ensure that the service agreements are not duplicating existing training courses and curricula. These training contracts can be performance-based to ensure that they result in real outcomes for the students.

The institution of higher education or eligible training provider could develop curriculum for emerging sectors and enhance the capacity of the institutions to ensure quality training within limited timeframes. As such, the development of curriculum by institutions of higher education can be considered a training activity, if it is developed in the context of providing training to participants. Curriculum activities should focus on adapting existing or creating new curriculum that will result in a short-term increase in training capacity, rather than long-term curriculum development activities.

In addition, the Workforce Partnership may contract with an institution of higher education or eligible training provider to procure a portion of a training class. Example: A community college has a solar technology program with 25 training slots. The Workforce Partnership may contract with the community college for 15 of the 25 training slots; therefore, the community college will have 10 enrollments for non-WIOA students.

This flexibility provides local boards the ability to select multiple high-demand training programs to serve participants. It also allows local boards to maximize their WIOA funds while allowing institutions of higher education or eligible training providers to continue to offer course availability to non-WIOA students.

Please Note: CT and CET funds must be used for occupations within the priority sectors as defined by the Workforce Partnership that led to employment opportunities enabling the participant to become economically self-sufficient and which will contribute to the occupational development and upward mobility of the participant.

D. CAREER CENTER ROLE AND RESPONSIBILITIES

Case management activities for participants in CT or CET does not differ from the duties that Case Managers currently perform for WIOA participants in training. Case Managers shall use the statewide CalJOBSSM system.

1. Intake and Eligibility

- a) As necessary, to meet the needs of the employer or training provider, the Career Center Eligibility and Intake Specialist shall conduct recruitments for the CT/CET opportunity. The announcement shall include qualifications, job description (if applicable), training information, deadlines for the CT/CET recruitment, and a summary of the recruitment procedure.
- b) The Career Center Eligibility and Intake Specialist screen prospective CT candidates to ensure WIOA eligibility and enrollment.

- c) The employer or training provider shall make the final selection of the candidates and confirm that list of candidates with the Training Development Coordinator.

2. Case Management

The Career Center Case Manager shall ensure completion of required WIOA activities for enrollment into training including Individual Employment Plan (IEP) development.

E. CET/CT AGREEMENT DEVELOPMENT

1. Training Agreement Number

Once an CET/CT opportunity has been identified for the participant, an employer ID shall be requested from the Training Development Coordinator via email: newvendorsetup@workforce.org. If the agreement is with a new employer, you are required to include **ATTACHMENT – NEW VENDOR REQUEST FORM/VENDOR CHANGE FORM, found in the Workforce Partnership Operations Manual, Chapter 6. Financial Management.** Please allow up to two (2) business days to receive the employer ID.

The following shall be used to assign CET/CT Agreement numbers:

- Training Type (CET or CT) + Funding Code (1 digit) + Employer ID (4 digits) + sequence (3 digits)

Example: CET-0234-001

2. CET/CT Agreement Approval

The Training Development Coordinator shall generate the **EXHIBIT – CET/CT AGREEMENT** (training agreement packet) and obtain all the necessary signatures no less than 30 days prior to the start date of training and submit the completed **EXHIBIT – CET/CT AGREEMENT** to voucher@workforce.org.

In the event the training agreement packet has missing information or incorrect information, Workforce Partnership staff will notify the Training Funds Coordinator via the **Voucher Corrections Spreadsheet** in SharePoint that the agreement is being returned listing the specific reason(s) for the return. The date of the Career Center's signature remains the driving date to determine the agreement due date.

Within two business days of receipt of the complete and accurate agreement, Workforce Partnership's Client Services Department shall approve and forward the training agreement packet to Workforce Partnership's finance department for approval.

F. TRAINING DOCUMENTATION IN CALJOBS

1. Activity Enrollment Summary

The Training Development Coordinator shall confirm that all cohort participant started training and notify the Career Center Case Manager to document confirmation with the CalJOBS activity code and required case note.

- CET – 330
- CT – 304
- IWT - 308

2. Case Notes

The following sample case note shall be used:

On Date I called Name of Employer/Training Provider to verify that Name of Participant started name of CET/CT program name on Date. I spoke with Name of Contact and Contact's Title Name of Contact verified that the participant began training program on intended start date.

Agreement #

If the participant's start date was different that the "projected start date" noted on the training agreement packet, a case note should be used to document the change and the reason for the change.

G. CET/CT APPROVAL OF DELIVERABLES INVOICE

The Workforce Partnership's Client Services Department must receive **EXHIBIT – APPROVAL OF DELIVERABLES INVOICE** by the due deliverable due date(s) as indicated in the CET/CT Agreement.

1. Invoice Processing

The Training Development Coordinator and the Employer/Training Provider shall complete **EXHIBIT – APPROVAL OF DELIVERABLES INVOICE** for each deliverable and attach required supporting documentation for each participant enrolled in the cohort and submit to voucher@workforce.org.

Training Outcomes			
This training agreement will be performance-based to ensure that the program result in real outcomes for the participants. I understand that total payment for each deliverable will be prorated based on the number of participants that complete each deliverable. By entering into this agreement, I agree to the following deliverables:			
Deliverable	Description	CT Funding Breakdown	CET Funding Breakdown
Enrollment	Proposed # of participants enrolled in WIOA and training	10%	10%
Training	Provide in-person and/or on-line courses based on the attached curriculum	40%	40%
Progress Report	Provide a midpoint progress report to career center staff	10%	10%
Credential/Certificate	Credential/Certificate attainment of participants upon completion of training	20%	40%
Entered Employment	Placement in a training related occupation	20%	N/A

If the invoice has missing or incorrect information The Workforce Partnership's Client Services Department shall notify via the **Voucher Corrections Spreadsheet** in SharePoint to the Training Funds Coordinator documenting that the Invoice has been returned and shall list the specific reason(s) for the return.

The Workforce Partnership's Client Services Department shall forward the approved invoice to the Workforce Partnership's Finance Department for payment directly to the Training Provider or Employer, in full, within 30 days of receiving a final correct invoice.

H. CET/CT VOIDS AND DISCONTINUATIONS

Participants, at their right, may discontinue training at any point during the program. It is the responsibility of the Career Center Case Manager and Training Provider/Employer to work with each participant and ensure their training needs are met. However, a participant may not switch to a different training and/or Training Provider/Employer under the same CET/CT Agreement and may not be eligible for another training if they discontinue. Discontinuations will be evaluated on a case-by case basis by The Workforce Partnership.

1. CET/CT Void

An CET/CT Void occurs when a participant decides to forego training. A CET/CT Void occurs when a participant does not start training and no costs are incurred.

Process

- If the participant has begun training and no costs were incurred, the Career Center Case Manager shall submit a data change request (DCR) to have the activity code removed.
- A case note noting the void and the reason for discontinuation must be added to the participant's profile in CalJOBS.

2. CET/CT Discontinuation

An CET/CT Discontinuation occurs when a participant starts training and discontinues training. If the participant's discontinuance is due to an unforeseeable emergency (e.g., illness, death) then the participant is eligible for reinstatement, based on approval.

Process

- The Career Center Case Manager shall document the change and update the CET/CT status CalJOBS activity code.
 - If an Actual Start Date was entered in CalJOBS and no invoice was submitted to the Workforce Partnership, you must update the status in CalJOBS to **drop out of activity**, or
 - If an Actual Start Date was entered in CalJOBS and an invoice was submitted to the Workforce Partnership for payment, update the status in CalJOBS **unsuccessful completion, and**
 - A case note noting the discontinuation and the reason for discontinuation must be added to the activity code.

3. Recovery of WIOA Training Funds

Training Providers/Employers must refund any WIOA tuition and training funds to the San Diego Workforce Partnership in cases where there is a training void, discontinuation, over-invoicing, or in cases of conflict of interest (Reference the Workforce Partnership's Operations Manual Chapter 3). When issuing a refund Training Provider/Employer must notify the Career Center Training Funds Coordinator and notify the Workforce Partnership's Client Services Department by sending an email to voucher@workforce.org. Send refunds to: **San Diego Workforce Partnership Attn: Accounts Receivable 9246 Lightwave Ave, Suite #210 San Diego, CA 92123** and include a copy of the training agreement and reference the training agreement number on the check.

I. PROGRESS REPORT & ATTENDANCE

The Employer or Training Provider must provide progress report on the participant's progress and attendance to the Training Development Coordinator by the midpoint of training. In the event that the participant fails to attend training the Employer/training provider must inform the Training Development Coordinator within three days of non- attendance. If the Employer/training provider fails to provide progress and attendance reports, the Training Development Coordinator shall contact the Employer/training provider or Participant to obtain this information. All attempts to obtain the reports must be entered into CalJOBS.

J. REFERENCES

WIOA Regulations at 20 CFR, parts 680.200, 700, 710, 720, 730

[TEGL 2-15](#), "Operational Guidance for National Dislocated Worker Grants, pursuant to the Workforce Innovation and Opportunity Act (WIOA or Opportunity Act)."

[TEGL 19-16](#), "Guidance on Services provided through the Adult and Dislocated Worker Programs under the Workforce Innovation and Opportunity Act (WIOA) and the Wagner-Peyser Act Employment Service (ES), as amended by title III of WIOA, and for Implementation of the WIOA Final Rules."

[WSD 13-13](#), "Contracts with Higher Education or Eligible Training Providers"

III. EXHIBITS

CT/CET Agreement

Approval of Deliverables Invoice