Chapter 5:

Training

Vermont Division for the Blind and Visually Impaired
Policy and Procedures Manual

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# Section I. Definitions

* 1. “On-the-job training (OJT)” means a type of vocational training with the instruction delivered on the job. The training takes place while the trainee is employed at the worksite. The trainee shall receive wages from the employer in accordance with the Fair Labor Standards Act while being trained.
	2. “Post-secondary education” means education provided by degree granting institution of higher education (universities, colleges, community or junior colleges, vocational schools, technical institutes or hospital schools of nursing).
	3. “Training offset” means an amount paid to an individual to participate in an otherwise unpaid work experience.
	4. “Vocational training” means training of a technical or trade nature, which may lead to a certificate or license but not a college degree.

# Section II. General Policy

As appropriate to the vocational rehabilitation needs of each individual and consistent with

each individual’s informed choice, training services may be provided as describe herein. An

out-of-state training facility may be chosen. However, if comparable training is available in

state at less cost, DBVI’s monetary share in those costs, if any, will not exceed the amount it

would have cost at the in-state facility.

# Section III. Post-Secondary Education

1. **General Guidance**: Criteria for DBVI participation in financing post-secondary education:
2. There is evidence of the individual’s intellectual ability and interest by prior performance or testing.
3. The educational training will lead to a specific vocational goal or occupational “family” which is compatible with the individual’s unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.
4. **Spending Guidelines**

No training or training services in an institution of higher education may be paid for with DBVI funds unless maximum efforts have been made by the individual to secure grant assistance in whole or in part from other sources to pay for that training. DBVI’s financial sponsorship in post-secondary education shall be considered only after all comparable services and benefits including loans, scholarships, and grants have been explored. DBVI's participation may not meet all of a student's unmet need; students should be expected to participate in a college’s work-study program unless precluded by the disability(ies).

DBVI may authorize up to $100 per credit per semester for direct school costs. These costs include tuition, fees, and room and board. DBVI may also authorize the full cost of books and supplies as agreed upon with the DBVI counselor. Other expenses, i.e. transportation, readers, assistive technology, or other special accommodations will be considered separately. The educational institution should provide all accommodations required by law.

The person should be expected to maintain a “C” average or 2.0 GPA for continued DBVI funding; if such grades are not maintained, the DBVI counselor and individual shall reevaluate the training plan. Individuals receiving DBVI funding for post-secondary training are required to submit a copy of their transcripts annually to their DBVI counselor.

Although post-secondary training requires a determination of the availability of comparable services and benefits, books, including alternative format books, accessible by computer and audio books, tools and other training materials do not require such determination.

1. **Exceptions to the Spending Guidelines**

The DBVI counselor may allow an exception to the spending guidelines if the individual meets one or more of the following conditions:

* + 1. Has a significant disability with multiple needs and related costs such that the repayment of an education loan will cause undue hardship given his/her projected earning capacity.
		2. Becomes ineligible for the expected level of funding assistance through grants and loans due to a reduction in the availability of these funds
		3. Is unable to participate in a work-study program and or work between semesters due to the significance of the disability.
		4. Suffers a substantial reduction in personal resources.
		5. Must attend an unusually expensive facility due to the nature of the disability.
		6. Realizes unexpected needs that impair the ability to contribute to his/her education.
		7. Would be unable to continue his/her educational program without DBVI participation beyond established spending guidelines.
1. **Sponsorship of Programs at the Graduate Level**

DBVI may sponsor graduate-level work under the following conditions:

* + 1. The individual obtained an undergraduate degree prior to becoming disabled and is unable to continue or obtain employment in this field due to the disability.
		2. The individual has been unable to locate suitable employment after obtaining an undergraduate degree due to the educational requirements of the chosen field.
		3. Graduate studies are required to enter the chosen field.

Individuals being sponsored by DBVI in a graduate program shall be expected to maintain a “B” or 3.0 GPA and are required to submit transcripts annually to their DBVI counselor.

Section IV. Vocational Training

1. **General Guidance**

Vocational training includes training in trades programs, specific training programs for the blind, apprenticeships, on-the-job training, accredited home study courses, and adult education courses not intended to provide a college degree. Individuals are required to apply for non-degree grans available through the Vermont Student Assistance Corporation (VSAC) and other sources.

1. **Spending Guidelines**

The Director or designee must approve any vocational training costs exceeding $5,000. Any tools, equipment, supplies and training materials may be provided separately (see policies on Occupational Licenses, Tools, and Equipment and will not be included in this $5,000 guideline.

1. **Exceptions to Spending Guidelines**

The counselor, in consultation with the Director or designee, may make exception to these guidelines if:

* 1. There are no less expensive alternatives of comparable quality for the chosen training: and
	2. The counselor and person concur that there is a likelihood of successful employment upon completion of the vocational training.

Section V. On-The-Job Training and Work Experiences

1. **General Guidance**

On-the-job training (OJT) is provided directly by an employer or trainer under the auspices of the employer. The work activities take place during the normal course of business. The individual is hired as an employee receiving at least minimum wage.

* + 1. Criteria for DBVI participation:
			- 1. When the nature of an individual’s disability with resultant adaptations and accommodations will require him/her to undergo more extensive training than is usually provided.
				2. The individual has the requisite aptitudes for and interest in the job.
				3. The employer agrees to continue the employment after the training has been successfully completed.
			1. An OJT agreement between DBVI and the employer should specify, to the degree possible, the following:

Job title or description;

Training period;

Training fee. This should represent wages paid to the trainer for time spent in training activities and extra costs incurred by the employer to complete the training;

Consumer shall be afforded all rights available to other employees during the training period;

Job skills and tasks to be taught.

* + - 1. A **Work Experience** may be developed for an individual to receive training on a job site but not as an employee. Work experiences are an opportunity to evaluate career choices and develop skills. A training offset may be provided to the consumer by DBVI along with supports and accommodations needed to perform the essential functions of the job.

Sample OJT and Work Experience agreements are included at the end of this chapter.

Progress reports should specify the person’s proficiency in necessary job skills and work habits, behavior and adjustment.

1. **Spending and Related Guidelines**
2. DBVI may furnish a training fee to serve as an incentive to the employer and as compensation for the training required by the person. This fee should be negotiated individually for each person but should not exceed $3,000 for up to a 6-month training period.
3. Risk Management – special arrangements have been made through the Vermont Division of Risk Management to help ensure that the host employer-trainer is not liable in the event that the consumer is injured on the work site or if property is damaged. An exception to the above would be if a consumer is injured due to host employer-trainer negligence. The Division of Risk Management can provide proof of insurance if an employer-trainer requests.

Caution must be taken to assure any unpaid, non-employee training arrangement at a job site complies with applicable U.S. Department of Labor’s Wage & Hour Laws which govern topics such as the duration of such an unpaid arrangement when the host employer-trainer may be benefiting from the work being done by the consumer.

(3) A training offset may be paid to a consumer for a work experience in the amount of up to $60 per day for up to 40 hours per week for a maximum of 240 hours.

Attachment A

**DEPARTMENT OF DISABILITIES, AGING AND INDEPENDENT LIVING**

**DIVISION FOR THE BLIND AND VISUALLY IMPAIRED**

**ON THE JOB TRAINING AGREEMENT**

This agreement by and between the State of Vermont, Department of Disabilities, Aging and Independent Living, acting by and through the Department's Division for the Blind and Visually Impaired (DBVI) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Trainer/Employer”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_("Consumer”) as follows:

On the Job training shall be provided to consumer for the position of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. This training will begin on date and will extend for the training period of weeks/months.

(DBVI) agrees to provide all necessary accommodations, including job coach as necessary and adaptive equipment and aids, as deemed appropriate.

 (DBVI) agrees to pay Trainer/Employer a training fee of $\_\_\_\_\_/month, to be invoiced monthly.

This agreement may be terminated by (DBVI), ("Trainer/Employer"), or ("Consumer"), by providing written notice (5) days in advance. In the event the agreement is terminated, (DBVI) shall be liable for payment for only those services performed prior to the effective date of termination.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DBVI Consumer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employer/Trainer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DBVI/VABIR

Attachment B

**DEPARTMENT OF DISABILITIES, AGING, AND INDEPENDENT LIVING**

**DIVISION FOR THE BLIND AND VISUALLY IMPAIRED**

**Work Based Learning Agreement**

This agreement by and between the State of Vermont, Department of Disabilities, Aging and Independent Living, acting by and through the Department's Division for the Blind and Visually Impaired (DBVI), (Trainer/Employer), and (DBVI Consumer) as follows:

A Work Based Learning opportunity will be provided for consumer for the position of (job title). This work-based learning experience will begin on (date) and will extend for a period of (# weeks, # hours per day, specify training days and times of the week).

DBVI agrees to provide all necessary accommodations deemed appropriate.

The Trainer/Employer shall not be held liable for any injury incurred by DBVI Consumer for the duration of this agreement. The DBVI consumer is covered under the State of Vermont’s risk management policy.

DBVI shall provide a training offset in the amount of ($/day up to $/week) to DBVI Consumer. This is not considered a wage. Time reports are to be submitted (weekly to DBVI via fax or email).

This agreement may be terminated or extended by DBVI, Trainer/Employer, or DBVI Consumer as deemed necessary.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_

DBVI Consumer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_

Trainer/Employer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_

DBVI/VABIR