

**Your Future is Our Business**  
**ON-THE-JOB TRAINING CONTRACT**

**Rural Minnesota CEP, Inc.**  
**803 Roosevelt Avenue**  
**P.O. Box 1108**  
**Detroit Lakes, MN 56502**

**Employer** \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Supervisor's Name: \_\_\_\_\_

**TERMS AND CONDITIONS**

The employer agrees to the following:

- |   | Yes                      | No                       |
|---|--------------------------|--------------------------|
| 1. Trainee is not currently employed by Employer or was not previously employed by Employer to do the same job.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. To hire and train the Trainee as specified in the Contract and Training Outline.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. To provide Trainee with wages and benefits as received by employees in comparable positions.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. To provide Trainee with Worker's Compensation and Unemployment Compensation coverage.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. To comply with applicable health and safety standards and labor laws pertinent to employment including: EEO, Affirmative Action, Data Practices Act, Minimum Wage Law, Right to Know Act, and ADA, as they apply to this business.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. To withhold and deposit all taxes applicable to Trainee's wages.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. To keep accurate records of Trainee's attendance and wages related to this contract and to retain these records for six years, or if disputed by audit, until the audit is resolved.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Trainee's employment will not cause other employees to lose their jobs or cause a reduction in their non-overtime hours or prevent persons on lay-off from returning to work.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Employer's business, or any part thereof, was not relocated during the past year, resulting in loss of jobs at the original location.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Trainee is not an immediate family member of any person serving in an administrative capacity for the Employer. Immediate family includes: wife, husband, child, mother, father, brother, sister and persons similarly related as the result of marriage, such as: son-in-law, mother-in-law, etc., step-parent or step-child and aunt, uncle, niece or nephew. | <input type="checkbox"/> | <input type="checkbox"/> |

**RESPONSES TO THE ABOVE STATEMENTS MUST BE YES TO APPROVE OJT CONTRACT**

If Trainee's job is represented by a union: Agent \_\_\_\_\_ Concur \_\_\_\_\_ Does not concur \_\_\_\_\_ Has no opinion regarding training.  
\_\_\_\_\_/\_\_\_\_\_ / \_\_\_\_\_ No union representation for this job.  
Union Agent Signature Date

**TRAINING DATA**

- |                                |  |
|--------------------------------|--|
| 1. Trainee _____               | 2. Job Title _____                               |
| 3. Contract Start Date _____   | 4. Contract End Date _____                       |
| 5. Starting Wage/Salary _____  | 6. Payroll Status: _____ Non-Exempt _____ Exempt |
| 7. Total Training Hours _____  | 8. Reimbursement Percent _____                   |
| 9. Wage Reimbursement \$ _____ | 10. Ancillary Expenses \$ _____                  |
| 11. Contract Maximum \$ _____  |  |

▪ TRAINING OUTLINE IS ATTACHED

**CONTRACT APPROVAL**

EMPLOYER	AGENCY	AGENCY
_____/_____ Employer Representative Date	_____/_____ Agency Representative Date	_____/_____ Management Review Date

CONTRACT PROVISIONS

- 1. The purpose of this agreement is for the Employer to hire and train the Trainee for long-term employment. It is expected that the Employer will continue to employ the Trainee upon successful completion of the contract.
2. The Agency agrees to reimburse the Employer for training costs associated with the purpose as specified herein.
3. Training must be consistent with the Trainee's Job Title and as specified in the Training Schedule. Training must occur within the start and end dates of the contract to qualify for reimbursement.
4. The Agency will reimburse the Employer for training costs incurred at a rate derived by multiplying the Trainee's non-overtime Starting Wage or Salary by the specified Reimbursement Rate for each completed hour or Pay Period of training, plus pre-approved ancillary expenditures, if any. Time off from work, whether paid or unpaid, does not count as training.
5. The Agency reserves the right to withhold all or part of the reimbursement to the Employer for cause. Cause is defined as, but not limited to, falsification of information, failure to perform training as specified, failure to provide wages and benefits as stated and other causes of noncompliance as determined by the Agency. The Agency may limit future contracting with Employer for cause, as determined by Agency.
6. The Agency reserves the right to terminate this agreement if contractual conditions are not met. Contract may be terminated with 15 days written notice if funds for this purpose are withheld from the Agency. This agreement may be terminated by the Employer for cause. Contract may be modified in writing by consent of both parties.
7. The Employer, not the Agency, will be the Trainee's employer of record during the training period. The Employer will comply with all laws, rules and regulations applicable to an employer-employee relationship.
8. The Employer will not assign or transfer any rights or obligations under this contract, without the prior written consent of the Agency.
9. The Employer will hold the Agency harmless from liability, including cost of litigation, in all suits or damages relating to this contract that result in any part from action or omission by any employee, agent or representative of the Employer.
10. The Agency will not reimburse the Employer for any training costs that occur when the Job Title or duties performed by the Trainee are affected by legal labor dispute. Trainee may not perform anti-union activities.
11. Training funds may not be used to support sectarian activities.
12. Training funds may not be used to assist, promote or deter political activity or lobbying.
13. Training funds may not be used for costs associated with foreign travel.
14. The Employer agrees to grant the Agency access to Trainee records, and allows the Agency to conduct reasonable follow-up with the Trainee during the contract period.
15. Proof of payment of self-sufficient wage for upgraded job is a condition of reimbursement of costs for completed contracts.
16. The Employer certifies the accuracy of the information contained herein.
17. Conditions not specifically expressed herein will be interpreted at the discretion of the Agency.

Rural Minnesota CEP is an Equal Opportunity Employer/Agency.

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Upon request, this information will be made available in alternate form.

AGENCY USE ONLY:
SSN: App Seq. #: Staff Member #: Center: Team:
LEAVING: Title: Activity: Effective Date: ENTERING: Title: Activity: Effective Date:
Obtained Academic Credit: Yes No
Satisfactory Completion: Yes No
SA: WOTC Voucher: Yes No ONET Code: Job Zone:
Hourly Wage: Vendor #:
(1-7)

White - Administrative Office  
Yellow - Center Copy  
Blue - Employer Copy

**RURAL MINNESOTA CEP, INC.**  
***Your Future is Our Business***  
**EMPLOYEE**  
**OJT MIDTERM MONITORING REPORT**

Form No. 20A  
06/06/08

Employee \_\_\_\_\_

SSN \_\_\_\_\_

Employer Name \_\_\_\_\_

Training Position \_\_\_\_\_

	<u>Yes</u>	<u>No</u>		<u>Yes</u>	<u>No</u>
1. Do you feel that you are making satisfactory progress in learning your job?	_____	_____	5. Is this a safe place to work?	_____	_____
2. Do you receive adequate supervision?	_____	_____	6. Are you being trained for the job outlined in your job description?	_____	_____
3. Is your paycheck accurate and on time?	_____	_____	7. Do you expect to stay at this job when training is completed?	_____	_____
4. Do you have all the necessary equipment/tools to perform your job?	_____	_____			

PLEASE INDICATE ANY COMMENTS OR SUGGESTIONS YOU MAY HAVE TO IMPROVE YOUR TRAINING. EXPLAIN ANY NO ANSWERS.

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**EMPLOYEE**

\_\_\_\_\_  
**AGENCY REPRESENTATIVE**

Date \_\_\_\_\_

Date \_\_\_\_\_

BELOW INDICATE **CORRECTIVE ACTION** TAKEN AND DATE/S TO CORRECT PROBLEMS INDICATED UNDER **COMMENTS**.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**RURAL MINNESOTA CEP, INC.**  
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**EMPLOYER**  
**OJT MIDTERM MONITORING REPORT**

Form No. 20  
06/06/08

Employee \_\_\_\_\_

SSN \_\_\_\_\_

Employer Name \_\_\_\_\_

Training Position \_\_\_\_\_

	<u>Yes</u>	<u>No</u>		<u>Yes</u>	<u>No</u>
1. Are accurate employee payroll records being kept?	_____	_____	6. Have regular employees in comparable jobs:		
2. Are Federal taxes withheld?	_____	_____	a. been laid off?	_____	_____
3. Are State taxes withheld?	_____	_____	b. had their non-overtime work hours reduced?	_____	_____
4. Has the Employee's attendance/punctuality been satisfactory?	_____	_____	c. been prevented from being promoted as a result of this training?	_____	_____
5. Is the Employee being:			7. Is the employee making satisfactory progress in training?	_____	_____
a. paid at or above what the contract calls for?	_____	_____	8. Has the Employee's performance been affected by personal problems?	_____	_____
b. employed for the agreed hours?	_____	_____			
c. covered by Worker's Compensation and Unemployment Compensation?	_____	_____			
d. provided training for the job indicated in the contract?	_____	_____			

PLEASE INDICATE ANY **COMMENTS** OR SUGGESTIONS YOU MAY HAVE TO IMPROVE THIS TRAINING. EXPLAIN ANY **NO** ANSWERS FOR ITEMS 1 THROUGH 5; ANY **YES** ANSWERS FOR ITEM 6. IDENTIFY ANY CONCERNS FOR 7 AND 8.

**COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**EMPLOYER/REPRESENTATIVE**

\_\_\_\_\_  
**AGENCY REPRESENTATIVE**

Date \_\_\_\_\_

Date \_\_\_\_\_

BELOW INDICATE **CORRECTIVE ACTION** TAKEN AND DATE/S TO CORRECT PROBLEMS INDICATED UNDER **COMMENTS**.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**EMPLOYER'S COMPANY NAME**

**EMPLOYER'S MAILING ADDRESS**

**TRAINEE'S NAME**

**Social Security No.**

**Employer Questions**

- |  |                      |   |                      |
|--|----------------------|---|----------------------|
|  | <u>Yes</u> <u>No</u> |   | <u>Yes</u> <u>No</u> |
| 1. Was the trainee paid at or above the contracted wage or salary? | ___ ___              | 2. Has the trainee been placed in the job for which he/she was trained? | ___ ___              |

**Termination Information**

<b>CONTRACT START DATE</b>	<b>LAST DAY OF TRAINING</b>
YEAR      MONTH      DAY	YEAR      MONTH      DAY

**NATURE OF TERMINATION**

\_\_\_ Completed Training    \_\_\_ Voluntary Termination    \_\_\_ Involuntary Termination

**Reason(s) for failure to complete training** \_\_\_\_\_

**SUMMARY OF TRAINING PARTICIPATION**

PAY PERIOD FROM	TO	NO. OF TRNG. HOURS/WEEKS	WAGES/SALARY PAID	PAY PERIOD FROM	TO	NO. OF TRNG. HOURS/WEEKS	WAGES/SALARY PAID

Authorized Ancillary Expenses \$ \_\_\_\_\_ (Documentation attached)

I certify that the above information is accurate and complete as compiled from my records.      I certify that the Summary of Training Participation was compiled by me from Employer time and attendance records.

<b>EMPLOYER REPRESENTATIVE</b>	<b>DATE</b>	<b>AGENCY REPRESENTATIVE</b>	<b>DATE</b>
--------------------------------	-------------	------------------------------	-------------

**FOR DATA PROCESSING USE ONLY**

Reimbursable Training Hours/Weeks \_\_\_\_\_  
 Payable \$ \_\_\_\_\_  
 Authorized Ancillary expenses \$ \_\_\_\_\_  
 Total reimbursement Payable to Contractor \$ \_\_\_\_\_

PREPARED BY \_\_\_\_\_ DATE \_\_\_\_\_

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