



## STEARNS-BENTON EMPLOYMENT & TRAINING COUNCIL ON-THE-JOB TRAINING CONTRACT

**Contract #:**

**Funding Program:**

**Trainee/ Employee:**

**Trainee's SSN:**

**Job Title:**

### AGENCY

Stearns-Benton Employment & Training Council  
**Career Planner:**  
**Phone:** 320-308-  
**Fax:** 320-308-1717  
**E-mail:** @sbetc.org  
**Address:** 1542 Northway Drive  
St. Cloud, MN 56303  
**Website:** www.mnwfc.org/stcloud

### EMPLOYER

**Employer Name:**  
**Training Rep:**  
**Phone:**  
**Fax:**  
**E-mail:**  
**Address:**

This CONTRACT is made between the Stearns-Benton Employment & Training Council, called the Agency and \_\_\_\_\_, called the Employer. The Employer agrees to employ the Trainee identified above, perform all the on-the-job training services for the Trainee in the occupation specified and provide training not to exceed \$ \_\_\_\_\_ during the period beginning on \_\_\_\_\_ and ending by \_\_\_\_\_. The costs for which Employer is being reimbursed represent extraordinary training costs above and beyond the normal training expenses of the Employer for the filling of this position. The Employer will supply all necessary materials and services required for satisfactory training as outlined in the training curriculum. The Employer will pay wages to the trainee during the training period. The contract is formulated under the rules and regulations of **Dislocated Worker** and the Employer is subject to all of its applicable rules and regulations. (A copy of the Law and Regulations will be provided to the Contractor upon request.) Falsification(s) of information pertinent to this contract constitute grounds for termination of this contract without payment. Payment will be made by the Agency to the Employer as defined in this contract within (30) days of receipt of properly certified invoices for services accepted and approved by the Agency. This contract may be terminated by the Agency if it is determined by the Agency that the Employer has failed to provide any of the services specified or has failed to comply with any of the provisions contained in this contract. This contract may be modified or terminated upon (7) days written notice if federal funds are withheld or authority for this training ceases. This contract may also be modified upon mutual agreement of the Agency and the Employer subject to assurance of compliance with applicable law, rule, regulation and policy. Mutual modification upon seven (7) days written notice may include but is not limited to: length of contract, amounts of reimbursement, adjustment of training outline and termination of contract.

### Employer Obligations and Assurances

The EMPLOYER agrees to:

1. Keep accurate daily records of the trainee's hours of work and records of wages paid; these records will be retained for 6 (six) years by the employer. The Agency representative shall have access to all records pertinent to this contract. The Employer will inform SBETC of progress that the trainee is making towards completing the training curriculum on a monthly basis.
2. Provide worker's compensation insurance coverage and unemployment insurance coverage for the trainee as required by Minnesota State Law, UI#: \_\_\_\_\_ WC#: \_\_\_\_\_.
3. Have appropriate standards for health and safety in work and training situations.
4. The trainee will be paid by you at the same level and receive equivalent fringe benefits as provided to regular new employees in a comparable position at the highest of the federal, state, and local minimum wage.

5. Employ the trainee without terminating, laying off, or reducing the hours of anyone in comparable positions, or infringing on the promotional opportunities of other employees.
6. Upon successful completion by the trainee and the employer of the OJT contract, the Employer will make every effort to continue the trainee in the employ of the business. The Employer will provide SBETC with notification that the trainee has successfully completed the training curriculum.
7. Inform the trainee of applicable provisions of the Minnesota Employee Right-to-Know Act.
8. Comply with applicable provisions of the Americans with Disabilities Act and related provisions of the Minnesota Human Rights Act.
9. Comply with applicable provisions of the Minnesota Data Privacy Act.
10. Comply with all applicable business licensing, taxation, and insurance requirements.
11. Provide conditions of employment and training that shall be reasonable and appropriate in light of such factors as the type of work, geographical region, and proficiency of the participant.
12. 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. No nepotism.
13. Ensure that participant shall not be employed or job opening filled when (a) any other individual is on layoff from the same or any substantially equivalent job, or (b) when the employer has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized by the Agency.
14. Ensure that no funds will be used to assist, promote, or deter union organizing.
15. Guarantee where a labor organization represents a substantial number of employees who are engaged in similar work or training in the same area as that funded under this contract, an opportunity will be provided for the labor organization to submit comments with respect to the contract.
16. Ensure that the participant will not be employed in any religious, union or political activities as part of their job duties during the training period.
17. Ensure that no funds will be used as an inducement to a business or parts of a business to relocate if the relocation results in any employee losing his/her job at the original location. Ensure that no funds will be used in any business or part of business that has relocated from any location in the United States until the company has operated in the new location for 120 days if the relocation resulted in any employee losing his/her job at previous location.
18. In the event of employee complaints, you: \_\_\_\_ have a complaint procedure \_\_\_\_ will use the Agency's procedure.
19. This position: \_\_\_\_\_ is \_\_\_\_\_ is not covered by a collective bargaining agreement.

The bargaining Agent \_\_\_\_\_ concurs with this agreement. \_\_\_\_ Yes \_\_\_\_ No.  
(Name of Union Organization)

\_\_\_\_\_  
(Signature of Collective Bargaining Agent)

Stearns-Benton Employment & Training Council does not discriminate on the basis of Race, Color, Creed, Religion, National Origin, Gender, Martial Status, Status with regard to Public Assistance, Sexual Orientation, Family Status, Disability, or Age.  
 "Affirmative Action/Equal Opportunity Employer/American Disabilities Act"

## EXHIBIT A

### A. On-The-Job Training Detail

#### 1. Job Training Title:

**Contract #:**

#### 2. Total Training Hours:

#### 3. # of Weeks: \_\_\_\_\_ (see Exhibit B)

3. Wage/Hour \_\_\_\_\_ No. Of Hours \_\_\_\_\_ No. of Weeks \_\_\_\_\_ Salary/Month \_\_\_\_\_

Each Level Rate of Reimbursement (%) \_\_\_\_\_ (\$ \_\_\_\_\_) Amount of Reimbursement  
\$ \_\_\_\_\_.

#### 4. Job Related Education (Explain on training outline)

#### 5. Total Amount of Contract \$ \_\_\_\_\_.

6. If a monthly salary is being paid, the equivalent hourly wage cannot be less than  
\$ \_\_\_\_\_ /hr.

#### 7. Complete only if contract extends into new program year:

Total amount reimbursable program year \_\_\_\_\_ \$ \_\_\_\_\_.(No Overtime or Holiday pay)

Total amount reimbursable program year \_\_\_\_\_ \$ \_\_\_\_\_.

SBETC reserves the right to pay all costs incurred by the Employer through June 30, \_\_\_\_\_ with funds from program year \_\_\_\_\_ and all costs incurred from July 1, \_\_\_\_\_ with funds from program year \_\_\_\_\_.

### B. Reimbursement Schedule:

#### Terms:

1. Under this contract, the Agency will reimburse the Employer for training costs incurred while providing the Trainee with training and/or instructions which will enable that person to continue in meaningful employment in the Employer's place of business. The Employer will be reimbursed at the end of the OJT contract.
2. Reimbursement is for hours worked only up to 40 hours per week, and does not include non-training hours and benefits extended by the employer such as paid holidays, vacations, sick leave, jury duty pay, workers compensation payments, and other benefits required by applicable employment laws. Reimbursement will also not be made for any overtime hours worked for the employer.
3. Any costs incurred by the Employer and/or its agents that are not specifically referred to in this contract or are in violation of the law, regulations, or specific instructions under which this contract is authorized will be the responsibility of the Employer and/or its agents and will not be reimbursed by the Agency.
4. The Employer shall hold and save the Agency harmless from liability of any nature or kind including, but not limited to, costs and expenses for or on account of any or all suits or damages sustained by any persons or property resulting in whole or part from the performance or omission of any employee, agent or representative of the Agency in connection with the performance of this contract.

SECTION B

Trainee Name:  
Worksite Name:  
Contract #:  
Job Title:  
DOT Code:

Work Statement: \_\_\_\_\_  
Job Description: \_\_\_\_\_  
\_\_\_\_\_

TRAINING OUTLINE                      Total Contract Hours:

Task #1: \_\_\_\_\_  
Trainer: \_\_\_\_\_  
Hours: \_\_\_\_\_  
Performance Measure: \_\_\_\_\_

(or) When task can be performed without assistance.

Task # 2: \_\_\_\_\_  
Trainer: \_\_\_\_\_  
Hours: \_\_\_\_\_  
Performance Measure: \_\_\_\_\_

(or) When task can be performed without assistance.

Task # 3: \_\_\_\_\_  
Trainer: \_\_\_\_\_  
Hours: \_\_\_\_\_  
Performance Measure: \_\_\_\_\_

(or) When task can be performed without assistance.

Task # 4: \_\_\_\_\_  
Trainer: \_\_\_\_\_  
Hours: \_\_\_\_\_  
Performance Measure: \_\_\_\_\_

(or) When task can be performed without assistance.

\_\_\_\_\_

All items referred to in this contract are incorporated or attached and are deemed to be a part of this contract.

**AGENCY:** Stearns-Benton Employment & Training Council

**EMPLOYER:** \_\_\_\_\_

*BY: (SIGNATURE)* \_\_\_\_\_

*BY: (SIGNATURE)* \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## OJT OPERATING GUIDELINES

Find the occupational title in the Dictionary of Occupational Titles.

Add the three middle numbers of the D.O.T. code together.

This will give the Job Skill Level which will then be located on the *Allowable Training Duration Table*. (Table 1)

If there are any years of related job experience or post-secondary education, go to Table 2 and subtract the percentage applicable of the OJT determined from Table 1.

Job skill level	Maximum weeks of training	Maximum Training Hours
10	26	1040
11	24	960
12	22	880
13	19	760
14	17	680
15	16	640
16	15	600
17	14	560
18	13	520
19	12	480
20	10	400
21	9	360
22	6	240

**TABLE 1**

### YEARS OF RELATED POST-SECONDARY EDUCATION

	0	1	2	3	4	5
0	100%	90%	80%	70%	60%	50%
1	90%	80%	70%	60%	50%	40%
2	80%	70%	60%	50%	40%	30%
3	70%	60%	50%	40%	30%	20%
4	60%	50%	40%	30%	20%	10%
5	50%	40%	30%	20%	10%	0

**YEARS  
OF  
RELATED  
WORK  
EXPERIENCE**

**TABLE 2**