



**Anoka County**  
JOB TRAINING CENTER

**On-the-Job-Training Contract**

**Agency**  
Anoka County Job Training Center  
1201 89<sup>th</sup> Avenue NE Ste 235  
Blaine, MN 55434  
763-783-4800  
763-783-4814 (Fax)

**Employer** Contract # \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Fed ID#: \_\_\_\_\_  
Phone: \_\_\_\_\_

THIS CONTRACT is entered into between Anoka County Job Training Center, hereinafter called the Agency, and \_\_\_\_\_, hereinafter called the employer. The parties agree that the employer shall employ and perform all the on-the-job training services for the trainee for the period beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.

The employer shall abide by the terms and conditions of the agreement set forth below, **Assurances and Certifications**, **Pre-Award Checklist**, and **Training Outline**, which are part of this contract, and additional attachments if noted here:

**AGREEMENT**

**IT IS THE INTENT** of this agreement to reimburse the employer for training costs incurred while providing the trainee with training and/or instruction, which will enable that person to assume meaningful employment in the employer's place of business. Said costs shall not exceed \_\_\_\_\_ percent of the trainee's wage for a specified period of training. The employer will submit invoices monthly to the Anoka County Job Training Center including feedback on the employee's training progress. The employee will also be expected to provide monthly feedback to the Agency about his/her training. The Job Training Center will reimburse the employer based upon the invoice and supporting documentation submitted. Once reviewed and approved, payment will be made within 30 days of receipt of the invoice.

**ON-THE-JOB TRAINING CONTRACT DATA**

Codes	Est. Hours Per Training Week	Total Training Weeks	Total Training Hours	Hourly Wage	OJT Hourly Reimbursement	Total Reimbursement
ONET: NAICS:						

Trainee: \_\_\_\_\_ Trainee's WF1 ID #: \_\_\_\_\_  
Job Title: \_\_\_\_\_

1. **TOTAL OBLIGATION OF AGENCY UNDER THIS AGREEMENT DOES NOT EXCEED \$** \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the dates shown below.

Agency: Anoka County Job Training Center

Employer: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

OJT Trainee: \_\_\_\_\_

O\*NET Code: \_\_\_\_\_

OJT Job Title: \_\_\_\_\_

Employer: \_\_\_\_\_

<b>Job Description:</b>
Will the trainee be earning a credential with this contract? ___ Yes ___ No
If Yes, state name of credential _____
Is classroom training included in this contract? ___ Yes ___ No Name of training: _____
Tuition \$ _____ Paid by: ___ ACJTC ___ Employer ___ Trainee

<b>Job Skill 1:</b>	<b>Trainer:</b>	<b>% of training time =</b>	<b>hrs</b>

<b>Job Skill 2:</b>	<b>Trainer:</b>	<b>% of training time =</b>	<b>hrs</b>

<b>Job Skill 3:</b>	<b>Trainer:</b>	<b>% of training time =</b>	<b>hrs</b>

<b>Job Skill 4:</b>	<b>Trainer:</b>	<b>% of training time =</b>	<b>hrs</b>

<b>Job Skill 5:</b>	<b>Trainer:</b>	<b>% of training time =</b>	<b>hrs</b>

OJT Trainee: \_\_\_\_\_

Employer: \_\_\_\_\_

JTC Representative: \_\_\_\_\_

Date : \_\_\_\_\_

**Anoka County Job Training Center**  
**On-the-Job Training: Pre-Award Checklist**

Business/Employer Name: \_\_\_\_\_ OJT Trainee: \_\_\_\_\_

**I agree to the following:**

- 1. Keep accurate daily records of the employee's hours of work and records of wages paid.
- 2. Provide worker's compensation insurance coverage and unemployment insurance coverage for the employee as required by Minnesota state law. \_\_\_\_\_  
(Name of Insurance Carrier)
- 3. Have appropriate standards for health and safety in work and training situations and will comply with the provisions of the Right to Know Act.
- 4. Employee will be paid at the same wage level, have access to the same advancement opportunities and receive equivalent fringe benefits, including healthcare, as provided to regular, new employees with comparable experience in a comparable position.
- 5. Employ the employee without terminating, laying off or reducing the hours of anyone in comparable positions or infringing on the promotional opportunities of other employees.
- 6. Certify that the employee will not be employed or job opening filled when any other individual is on layoff from the same or substantially equivalent job during the last 120 days.
- 7. To the best of my knowledge, there is sufficient work to provide long-term regular employment for this employee after the training has been completed.
- 8. Certify that you currently employ no one in the immediate family of the employee in a management capacity. (If "no", see Assurances and Certifications #18)
- 9. Certify that you do not discriminate against applicants or employees on the basis of race, age, religion, color, political party, national origin, sex, disability, status with regard to public assistance, sexual orientation, marital status, and membership on a local human rights commission.
- 10. Withhold and make appropriate payments for state and federal income taxes and social security from the employee's paycheck.
- 11. Certify that you have not employed this person during the past two years. (If "no" see Policy and Procedures Page 4-p.)
- 12. Certify that this business has not relocated from another area in the last 120 days, which resulted in increased unemployment in that area.
- 13. Employee will not be employed in the construction, operations, or maintenance of any facility used or to be used for sectarian instruction or as a place for religious worship.
- 14. Certify that these funds will not be used for construction except for the provision of reasonable accessibility and accommodation.
- 15. Certify that you will comply with the Minnesota Data Privacy Act.
- 16. Is this position covered by a collective bargaining agreement?  Yes  No  
If yes, the bargaining agent: \_\_\_\_\_ (Union Organization Name) Concur  Does not concur   
Has no opinion on the activities proposed in this agreement: \_\_\_\_\_  
(Collective Bargaining Agent Signature)
- 17. Will the employee be asked to submit to background checks or screenings including criminal, drug, or credit as required by employer rules and regulations?  Yes  No

\_\_\_\_\_  
Authorized Employer Representative (Print Name)    Authorized Employer Representative (Signature)    Date

**Anoka County Job Training Center**  
**On-the-Job-Training**  
**Assurances and Certifications**

Employer: \_\_\_\_\_

Employer assures and certifies and will ensure that:

1. It will comply with the Workforce Innovation and Opportunity Act (WIOA), Section 680.700 through 680.750 and with the regulations and policies promulgated hereunder.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act no person in the United States shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the employer received federal financial assistance and will immediately take any measures necessary to effectuate this agreement.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000D), prohibiting employment discrimination where:
  - a. The primary purpose of the agreement is to provide employment or
  - b. Discriminatory employment practices will result in unequal treatment of persons who should be benefiting from the grant-aided activity.
  - c. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program job seeker or any application for such program because of race, religion, color, national origin, gender, age, political affiliation or beliefs.
4. In accordance with Section 504 of the Rehabilitation Act of 1973, as amended and regulation issued pursuant to said Act, it will not discriminate on the basis of handicap in providing employment and training services and employment opportunities funded by this contract.
5. In accordance with the Viet-Nam Era Veteran's Readjustment Act of 1974, as amended and regulations issued pursuant to said Act, it will not discriminate against a disabled veteran or veteran of the Viet-Nam Era in providing employment and training services and employment opportunities funded by this employer.
6. It agrees to comply with state and federal non-discrimination in employment laws, including but not limited to the Minnesota Human Rights Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act and all other laws and rules with respect to employees' accessibility issues.
7. It agrees to comply with all rules and regulations of the state and federal Child Labor Laws and Fair Labor Standards Acts and the Minnesota Employee Right to Know Act of 1983, and the Occupational Health and Safety Standards Act, when applicable.
8. Data collected, created, received, maintained, disseminated, or used for any purpose under this agreement is governed by the Minnesota government data practices act, Minn. Stat. Chap. 13, and rules adopted to implement the Act as well as other state and federal laws on data privacy. It agrees to comply with the statutes and rules currently in effect and as amended. Pursuant to Minn. Stat 13.05, subd. 11, all remedies set forth in Minn. state. 13.08 may apply.

9. It agrees to comply with the health and safety standards established under state and federal law otherwise applicable to working conditions of employees. (Public Law 97-300, Section 14 (a) (2))
10. It agrees that individuals receiving training on the job shall be compensated by the employer at such rates, including periodic increases, as deemed reasonable under regulations described by the Department of Labor but in no event at a rate which is less than:
  - A. State and federal wage and labor standards.
  - B. The prevailing rates of pay for persons employed in similar occupations by the same employer.
  - C. For job seekers on federally funded or federally assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the federal statute under which the assistance was provided.
11. It agrees employee be paid at the same wage level and receive equivalent fringe benefits, including healthcare, as provided to regular, new employees with comparable experience in a comparable position.
12. It will provide worker's compensation protection to participants in On-the-Job Training (OJT) Contracts at the same level and to the same extent as other employees of the employer who are similarly employed and who are covered by the State of Minnesota Worker's Compensation Statute.
13. It will pay unemployment insurance to the State of Minnesota for the trainee at the same level and to the same extent as other employees of the employer who are similarly employed and who are covered by the State of Minnesota's Unemployment Insurance Statutes, rules and regulations.
14. It will be in compliance with all applicable business licensing, taxation and insurance requirements.
15. It will continue to operate or establish and maintain a grievance procedure relating to terms and conditions of employment.
16. It assures that conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the employee.
17. It agrees the participant does not currently possess skills necessary to perform this job, therefore, training is necessary.
18. It agrees training and related services will be, to the extent practical, consistent with the individual's fullest capabilities and will, to the extent possible, lead to employment opportunities that enable the trainee to become economically self-sufficient.
19. It will contribute, to the maximum extent feasible, to the occupational development or upward mobility of OJT participants.
20. It agrees to employ the employee without terminating, laying off or reducing the hours of anyone in comparable positions or infringing on the promotional opportunities of other employees.
21. It agrees that an OJT contract will not impair existing contracts.

22. It certifies that certify the company has not employed this person during the past two years, nor is the person a current employee.
23. It will not hire, except with prior approval from the Anoka County Job Training Center (ACJTC) Director, a person for an OJT position funded by program funds if a member of that person's immediate family is engaged in a management capacity for the employer or for Anoka County Job Training Center. Immediate family is defined as husband, wife, son, daughter, mother, father, brother, sister or the above mentioned when so related by marriage (in-laws), uncle, aunt, niece, nephew, stepparent and stepchild.
24. It agrees that participants under this agreement shall not be employed on the construction, operation, or maintenance of any facility that is used or will be used for sectarian instruction or as a place of religious worship.
25. It agrees no program funds will be used to fund or assist political activities.
26. It agrees no program funds will be used to fund foreign travel.
27. It agrees not program funds will be used for construction except for the provision of reasonable accessibility and accommodation.
28. It agrees no program funds will be used to assist relocating establishments unless it has been determined that such relocation will not result in increased unemployment in either area, or such relocation occurred more than 120 days prior to the OJT.
29. It agrees no program funds will be used to directly or indirectly assist, promote, or deter union organizing.
30. If the employees are a part of a collective bargaining unit, it shall have said bargaining unit sign a concurrence form stating that this Agreement does not interfere with their collective bargaining agreement.
31. It agrees no program funds will be used for lobbying activities in violation of the 18 USCA 1913 or political activity of any nature.
32. It will not apply for increased reimbursement due to increase wages paid for overtime or shift differential, or hours of non-work such as paid holidays, vacation, sick days, time spent on jury duty, etc.
33. It agrees no program funds will be used for expenses and activities prohibited under any other Federal, State, or local law or regulation.
34. It will notify the ACJTC immediately if any changes occur to the answers documented on the Pre-Award Checklist.
35. It is aware that falsification of information pertinent to this contract constitutes grounds for termination of this contract without payment. This contract may be terminated by ACJTC if 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.

36. It agrees to allow Anoka County Job Training Center the right to monitor the On-the-Job Training participant in the course of his/her daily work activities.
37. It is aware that this contract may be terminated upon 10 (ten) days if federal funds are withheld or authority for this training ceases.
38. It is aware that Anoka County Jobs Training Center will have a 15 (fifteen)-day review period where it can require corrections and completion of all forms and information submitted in regards to employer and employee. Should problems and concerns not be resolved, Anoka County Job Training Center may terminate this agreement with no further obligations.
39. It is aware that this contract may be modified. All modifications will be in written form and must have the signature of the three parties involved (employer, authorized ACJTC Representative and the ACJTC Director).
40. It is aware that wage reimbursement payments will be made to the employer by ACJTC as defined in this contract within 30 (thirty) days of receipt of properly certified invoices and payroll documents received from the employer.
41. It will submit reports as required by Anoka County Job Training Center and will maintain records and provide access to them as necessary for ACJTC, State of Minnesota, or the Department of Labor to assure that funds, related to this contract, are being expended in accordance with the purposes and provisions of the program. In collecting, storing, using, and disseminating data on individuals in the course of providing services hereunder, it agrees to abide by all pertinent state and federal statutes, rules and regulations governing data privacy, including but not necessarily limited to, the Minnesota Data Practices Act.
42. It agrees to indemnify and hold harmless Anoka County Job Training Center, its board members, employees and agents, from and against any claims, suits, or damages resulting from or caused by any negligent act or omission, or any intentional tort of the employer, employees, or agents of one employer in the pursuit of performance of the services provided for by this Agreement.
43. It is aware that if ownership of the employer's business changes during the OJT, the employer of record agrees to notify ACJTC and that this OJT contract will be renegotiated.
44. Anoka County Job Training Center will be notified in writing, prior to termination of the employed while covered under this agreement to allow program counselors the opportunity to settle the problem in an effort to retain the employee whenever possible.

**Anoka County Job Training Center  
On-the-Job Training  
Assurances & Certifications Signature Page**

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

Date: \_\_\_\_\_

I, \_\_\_\_\_ have received, read, understand, and agree to abide by  
Print Name of Authorized Employer Representative

the assurances and certifications as outlined by Anoka County Job Training Center, OJT Agreement. I agree to  
keep the assurances and certifications on file.

\_\_\_\_\_  
Authorized Employer Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Job Training Center Representative

\_\_\_\_\_  
Date



**PERFORMANCE MEASUREMENT**

(to be completed at end of On the Job Training contract)

**Trainee:** \_\_\_\_\_ **Employer:** \_\_\_\_\_

Achieved Job Skill 1?    **YES**    **NO**

Achieved Job Skill 2?    **YES**    **NO**

Achieved Job Skill 3?    **YES**    **NO**

Achieved Job Skill 4?    **YES**    **NO**

Achieved Job Skill 5?    **YES**    **NO**

**Employer Representative Signature/Date:** \_\_\_\_\_

**Comments:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_