

PY21/SFY22 OPTIONAL REQUESTS

On-the-Job Experience (OJE) Training Option

For PY21, DEED requests approval to use an OJE. Please see section on “Training and On-the-Job Experience (OJE)” in the Program Narrative for a description of how DEED provides guidance to its subgrantees on the use of an OJE. Through DEED’s OJE policy (**Attachment D: Permissible Training Activities and Community Service Assignment**) and the sample OJE contract (**Attachment E: Sample OJE Contract**), the requirements stipulated in Older Workers Bulletin 04-04 are addressed, as requested.

Attachment D:

Senior Community Service Employment

Permissible Training Activities and Community Service Assignment

Summary: To ensure that SCSEP providers are utilizing permissible training activities authorized by amendments to the Older Americans Act of 2010.

Relevant Laws, Rules, or Policies

[OAA Sec. 502\(b\)\(1\)\(A\)\(B\)\(C\) and OAA Sec. 516\(1\) 20 CFR 641](#)

Effective Date: 7/1/2004

Last Updated: 4/7/2017

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Background

When an individual is selected for participation in the SCSEP, the Individual Employment Plan (IEP) clarifies the participant's goals, supportive service needs, and training needed to attain unsubsidized employment. Training consistent with the IEP enables the participant to successfully perform the community service assignment, increase skills and job placement potential, improve quality of life, and obtain unsubsidized employment.

Policy

Providers are encouraged to obtain training through local resources at no cost or little cost to the program. Participants may be paid wages while in training. There are no limitations on the number of hours an individual may engage in training other than needs reflected in the IEP.

Providers are strongly advised to review Older Worker Bulletin (OWB) 04-04 which details the permissible training activities under the general SCSEP.

- Community service job training - provided through the host agency. Requires a detailed training plan and realistic timeline for learning needed skills. Is often the most cost-effective and participant friendly approach. Training at the workplace is often more practical than classroom training. Additional classroom training, seminars, on-the-job experience (OJE) and training through other employment and training programs is permissible. A SCSEP participant must be assigned to a worksite prior to receiving training.

Community service assignment specifications: 1. A host agency agreement is required. 2. An IEP detailing skills to be learned and a timeline to achieve the goal is required. The IEP is mandated to be updated at least twice a year. 3. Rotating worksite assignments is encouraged.

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- General Training - skills training, classroom training, lectures, seminars, and individual instruction. May be combined with community service training, specialized training, OJE, or other general training options such as self-development training available from sources other than Title V of the Older Americans Act (OAA) during hours other than hours of community service assignment.

Specialized training specifications: 1. Must be an eligible SCSEP participant. 2. Must be assigned to a community service worksite prior to receiving training. 3. Must be consistent with the IEP. 4. Cost must be at little or no cost to the program.

- On-the-Job Experience (OJE) - to be utilized when the unsubsidized job goal requires specific skills not attainable through the community service worksite. May be utilized after a participant has completed at least two weeks at a community service assignment. A provider may negotiate with a potential employer, public or private, an OJE agreement that specifies no more than 40 hours a week for up to twelve (12) weeks of training. The OJE agreement must also stipulate that if the OJE has been satisfactory, the participant will remain on the employer's payroll as a permanent employee. An OJE can only be used once in a 12-month period with any single participant.

OJEs may be combined with other training such as community service, classroom training, seminars, lectures, individual instruction, and specialized training options such as self-development training available from sources other than Title V of the OAA during hours other than hours of community service assignment.

OJE specifications:

1. The OJE agreement or contract must not be with a current host agency providing a worksite for any SCSEP participant.
2. The contract must detail the skills to be learned, timelines, and benchmarks to be achieved.
3. Hours worked each week and the number of weeks to be worked.
4. Total hours worked cannot exceed 40 (includes any work at a host agency).
5. Providers may reimburse up to 100 percent of wages for OJEs that do not exceed four weeks.
6. Providers may reimburse up to 50 percent of wages for OJEs that exceed four weeks up to 12 weeks total duration.
7. The contract must stipulate the amount the employer is to be reimbursed and the hourly rate of pay.
8. In lieu of a reimbursement agreement with the employer, the provider may opt to pay the participant 100 percent of the wages earned on the OJE not to exceed 12 weeks total duration.
9. The contract must stipulate whether the provider or the employer is to be responsible for workers compensation claims that may result from the participant's OJE training.

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[Agency Name]

Senior Community Service Employment Program (SCSEP)
On-the-Job Experience (OJE) Contract

Contract #:		
Agency (SCSEP Employment & Training Center):	Employer:	
Name:	Name:	Fed ID#:
Address:	Address:	
City, State, Zip Code:	City, State, Zip Code:	
Phone:	Phone:	
Fax:	Fax:	

THIS CONTRACT is entered into between Employment & 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 experience (OJE) 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** that 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 fifty (50) percent of the

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trainee's wage for a specified period of training.

SCSEP OJE 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 Social Security Number:
Job Title:	

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:	[Employment & Training Center SCSEP]	Employer:	
By:		By:	
Title:		Title:	
Date:		Date:	

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SCSEP OJE Contract

OJT Trainee:		O*NET Code:	
Employer:		# Training Weeks:	
Job Title:		Job Description:	

Job Skill 1:	Trainer:
	% of training time:

Job Skill 2:	Trainer:
	% of training time:

Job Skill 3	Trainer:
	% of training time:

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Job Skill 4:	Trainer:
	% of training time:

Job Skill 5:	Trainer:
	% of training time:

Date:		OJT Trainee:	
Employer:		BRR:	

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SCSEP OJE Contract
Performance Measurement
(to be completed at end of contract)

Circle "Achieved" and initial to verify the trainee is able to complete the job skill to your satisfaction.
Circle "Not Achieved" and initial if trainee has not progressed to your satisfaction.

Job Skill 1:	Achieved:	Not Achieved:
Job Skill 2:	Achieved:	Not Achieved:
Job Skill 3:	Achieved:	Not Achieved:
Job Skill 4:	Achieved:	Not Achieved:
Job Skill 5:	Achieved:	Not Achieved:
Trainer/Employer Signature:		
Date:		
Comments:		

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SCSEP OJE Contract
Assurances and Certifications

Employer Name: _____

Trainee: _____

YES NO

____ 1. Will you keep accurate daily records of the employee's hours of work and records of wages paid?

____ 2. Will you provide worker's compensation insurance coverage and unemployment insurance coverage for the employee as required by Minnesota state law?

(Name of insurance carrier)

____ 3. Do you have appropriate standards for health and safety in work and training situations and will you comply with the Provisions of the Right to Know Act?

____ 4. Will the employee be paid at the same wage level and receive equivalent fringe benefits as provided to regular, new employees with comparable experience in a comparable position?

____ 5. Will you 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. Will you 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 your knowledge, is there sufficient work to provide long-term regular employment for this employee after the training has been completed?

____ 8. Do you certify that you currently employ no one in the immediate family of the employee in a management capacity? (If "no", see Assurances and Certifications #19)

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____ 9. Do you 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. Will you withhold and make appropriate payments for state and federal income taxes and social security from the employee's paycheck?

____ 11. Do you certify that you have not employed this person during the past two years? (If "no" see Policy and Procedures Page 4-p.)

____ 12. Do you certify that this business has not relocated from another area in the last 120 days, which resulted in increased unemployment in that area?

____ 13. Will the employee be employed in the construction, operation, or maintenance of any facility used or to be used for sectarian instruction or as a place for religious worship?

____ 14. Is this position covered by a collective bargaining agreement? If so, the bargaining agent:

(Union Organization Name)

____ Concur ____ Does not concur

____ Has no opinion on the activities proposed in this agreement:

Collective Bargaining Agent (Signature)

Authorized Employer (Print Name)

Date

Authorized Employer (Signature)

Date

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SCSEP OJE Contract
Assurances and Certifications

Employer: _____

Employer assures and certifies and will ensure that:

1. It will comply with the Workforce Innovation and Opportunity Act (WIOA).
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:
 - the primary purpose of the agreement is to provide employment or
 - discriminatory employment practices will result in unequal treatment of persons who should be benefiting from the grant-aided activity.
 - 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.

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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. 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))
9. It agrees to follow the President's Executive Order 12549 and the implementing regulation "Non-procurement Debarment and Suspension; Notice and Final Rule and Interim Final Rule," found in Federal Register Volume 53, Number 102, May 26, 1988, including Appendix B, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions"; unless excluded by law or regulation. This applies to a contractor with contracts of \$25,000 or more in a program year (July 1 – June 30).
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:
 - state and federal wage and labor standards.
 - the prevailing rates of pay for persons employed in similar occupations by the same employer
 - 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 will provide worker's compensation protection to participants in On-the-Job Experience (OJE) 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 or; if other similarly employed employees are not covered by an applicable worker's compensation statute, it will provide OJE participants with medical and accident insurance benefits for injury or disease resulting from their participation which shall be adequate and comparable to the medical and accident insurance provided under the State of Minnesota Worker's Compensation Statute.
12. 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.
13. It will be in compliance with all applicable business licensing, taxation and insurance requirements.

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14. It will continue to operate or establish and maintain a grievance procedure relating to terms and conditions of employment.
15. 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.
16. It agrees the participant does not currently possess skills necessary to perform this job, therefore, training is necessary.
17. 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.
18. It will contribute, to the maximum extent feasible, to the occupational development or upward mobility of OJE participants.
19. It will not hire, except with prior approval from the SCSEP Representative, a person for an OJE 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 Employment and Training Center, The County Technical College or the Agency. 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.
20. 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.
21. It agrees no program funds will be used to fund or assist political activities. This restriction included compliance with the Hatch Act, when applicable. (Public law 97-300, Section 141 (1))
22. 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 OJE.
23. It agrees no program funds will be used to directly or indirectly assist, promote, or deter union organizing.
24. 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.

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25. It agrees no program funds will be used for lobbying activities in violation of 18 USCA 1913 or political activity of any nature.
26. 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.
27. It will notify the SCSEP Representative immediately if any changes occur to the answers documented on the Pre-Award Checklist.
28. 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 the SCSEP Representative 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.
29. It is aware that this contract may be terminated upon 10 (ten) days if federal funds are withheld or authority for this training ceases.
30. It is aware that the SCESP program will have a 30 (thirty)-day review period where it can require corrections and completion of all forms and information submitted. Should problems and concerns not be resolved, the SCSEP Representative may terminate this agreement with no further obligations.
31. 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 SCSEP Representative).
32. It is aware that wage reimbursement payments will be made to the employer by the SCSEP program as defined in this contract within 30 (thirty) days of receipt of properly certified invoices and payroll documents received from the employer.
33. It will submit reports as required by the Agency and the SCSEP program and will maintain records and provide access to them as necessary for the Agency, Training Agency, 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.
34. It agrees to indemnify and hold harmless the (Agency, Colleges and Technical College, and list other agencies that maybe involved and 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.

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35. It is aware that if ownership of the employer's business changes during the OJE, the employer of record agrees to notify SCSEP Representative and that this OJE contract will be re-negotiated.

Employer Signature

Date

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SCSEP OJE Contract
Projected Industries for Older Workers
(for reference)

Table 1 below lists the industries that are expected to have the most job openings from 2016 to 2026, according to the MN Department of Employment and Economic Development’s employment projections data. The top 4 industries are potentially very suitable for older workers. These include Office and Administrative Support, Food Preparation and Serving Related, Sales and Related, and Personal Care and Service. Unsubsidized jobs within these industries include Combined Food Preparers, Personal Care Aides/Assistants, Retail Salespersons, Cashiers, Servers (Waiters and Waitresses), Customer Services Representatives, and Office Clerks. Other industries that are projected to have an abundance of job openings that may be suitable for older workers include Building and Grounds Cleaning/Maintenance, and Installation, Maintenance, and Repair.

MN state SCSEP providers will seek OJEs in these industries.

Table 1: Long-Term Occupation Projections, Minnesota, 2016 – 2026.

Industry	Estimate Year Employment	Projected Year Employment	Percent Change	Total Change	Labor Force Exit Openings	Occupational Transfer Openings	Total Hires
Office and Administrative Support	423,742	420,508	-0.8	-3,234	215,579	254,776	467,121
Food Preparation and Serving Related	240,410	253,705	5.5	13,295	188,240	236,455	437,990
Sales and Related	295,312	300,901	1.9	5,589	171,482	228,901	405,972
Personal Care and Service	161,950	192,106	18.6	30,156	135,610	120,387	286,153
Production	224,787	220,282	-2	-4,505	92,681	158,328	246,504
Transportation and Material Moving	188,103	196,338	4.4	8,235	95,838	132,073	236,146
Management	236,316	249,678	5.7	13,362	76,453	108,509	198,324
Business and Financial Operations	177,222	192,016	8.3	14,794	54,002	107,892	176,688

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Education, Training, and Library	172,960	184,770	6.8	11,810	75,921	73,837	161,568
Construction and Extraction	119,141	129,151	8.4	10,010	43,767	79,862	133,639
Building and Grounds Cleaning and Maintenance	95,789	103,753	8.3	7,964	61,229	63,174	132,367
Healthcare Practitioners and Technical	183,794	206,612	12.4	22,818	52,477	50,535	125,830
Healthcare Support	88,928	104,062	17	15,134	55,746	51,438	122,318
Installation, Maintenance, and Repair	103,306	109,973	6.5	6,667	36,967	62,765	106,399
Computer and Mathematical	100,985	110,159	9.1	9,174	17,971	50,346	77,491
Community and Social Service	63,422	69,174	9.1	5,752	26,725	44,692	77,169
Arts, Design, Entertainment, Sports, and Media	54,952	56,941	3.6	1,989	23,067	30,284	55,340
Protective Service	46,716	48,695	4.2	1,979	23,119	26,245	51,343
Architecture and Engineering	55,330	59,926	8.3	4,596	14,513	26,510	45,619
Farming, Fishing, and Forestry	16,508	17,955	8.8	1,447	6,285	18,669	26,401
Life, Physical, and Social Science	26,096	28,789	10.3	2,693	6,812	16,646	26,151
Legal	21,531	23,406	8.7	1,875	5,543	7,927	15,345
Total, All	3,097,300	3,278,900	5.9	181,600	1,480,027	1,950,251	3,611,878