EXHIBIT A

TRAINING OUTLINE
ON-THE-JOB TRAINING

TRAINEE NAME:		**SSN:**	**----------**
TRAINING TITLE:			

EMPLOYER NAME:	
TRAINING LOCATION:	

JOB DESCRIPTION:

<u>SKILLS TO BE LEARNED:</u>

1)	
TRAINER:	**HOURS:**

2) .	
TRAINER:	**HOURS:**

TRAINING OUTLINE

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3)	
TRAINER:	**HOURS:**

SOUTH CENTRAL WORKFORCE COUNCIL
ON THE JOB TRAINING CONTRACT

TRAINEE:		**FUNDING SOURCE:**	
SOCIAL SECURITY NUMBER:			

EMPLOYER:		**PROVIDER:**	Mankato Job Service
ADDRESS:		**ADDRESS:**	12 Civic Center Plaza Ste 1600A
			Mankato, MN 56001
PHONE:		**PHONE:**	507-389-6723
CONTACT:		**CONTACT:**	

THIS SUBGRANT is entered into between **Mankato Job Service** hereinafter called the **PROVIDER** and_____ hereinafter called the **EMPLOYER**.

WHEREAS: the **PROVIDER** wishes to provide employment and training opportunities to eligible persons, and is authorized under state or federal statute to provide compensation to employers for the extraordinary cost of training eligible persons, and;

WHEREAS: the **EMPLOYER** is willing to employ an eligible person so designated by the **PROVIDER**, provide on-the-job training and receive payment not to exceed fifty (50) percent of wages paid during the period beginning on _____and ending on _____. The **EMPLOYER** agrees to employ said person upon successful completion of the contract.

NOW, therefore, it is agreed:

1. The **EMPLOYER** is to provide training in accordance with this AGREEMENT, EMPLOYER Obligations (Exhibit C), EMPLOYER Assurances and Conditions (Exhibit D), which are attached and made a part of this agreement.
2. The **STATE** is to provide reimbursement in accordance with the **PROVIDER** Assurances (see below).
3. The total obligation of the **PROVIDER** for all reimbursement to the **EMPLOYER** under this subgrant shall not exceed $_____

REIMBURSEMENT DETAIL:

Training period allowed:	
Reimbursement Summary:	
Invoices submitted:	

The following tax identification numbers are true and correct:

MN ID#_____ FED. ID#_____

If sole proprietor, Social Security #_____

This information may be used in the enforcement of Federal and State tax laws. Supplying these numbers could result in action to require you to file State tax returns and pay delinquent State tax liabilities. This Agreement will not be approved unless these numbers are provided. These numbers will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations.

PROVIDER:	**Mankato Job Service**	EMPLOYER:	
SIGNATURE:		SIGNATURE:	
TITLE:		TITLE:	
DATE:		DATE:	

EXHIBIT B

PROVIDER ASSURANCES

The PROVIDER or its agent agrees to:

1. Reimburse the **EMPLOYER** only for the hours of training time completed during each invoice period.

2. Reserve the right to review all **EMPLOYER** records necessary to validate the provision of training as stated herein.

3. Provide the **EMPLOYER** with an invoice procedure and assure that reimbursement will be made for training accepted and approved by the **STATE** within thirty (30) days of receipt of properly certified invoice from the **EMPLOYER**.

4. Reserve the right to terminate this agreement without notice if the training conditions are not met. The State shall also have the right to terminate this agreement on seven (7) days' notice in the event funds obligated to it from the **STATE** or **UNITED STATES DEPARTMENT OF LABOR** are either withdrawn or withheld. The contract may be canceled by either the **STATE** or the **EMPLOYER** at any time, with or without cause, upon thirty (30) days' written notice to the other party. In the event of such cancellation **EMPLOYER** shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

5. Modify this agreement if jointly agreed upon by the **STATE** and **EMPLOYER** and reduced to writing.

EXHIBIT C

EMPLOYER OBLIGATIONS

The Employer Agrees To:

1. Comply with all applicable laws, rules, regulations and guidelines governing the training under this Contract.

2. Comply with all the provisions of the **Americans with Disabilities Act of 1990 (ADA)** and all other laws and rules with respect to employee's accessibility issues. *The Americans with Disabilities Act of 1990 (42 USC 12101), as amended, which prohibits discrimination on the basis of physical sensory, or mental disability or impairment, and the ADA Amendments Act of 2008 effective January 1, 2009*

3. Provide continuous supervision and instruction through a qualified instructor. The **EMPLOYER** agrees to provide all necessary supplies, equipment, materials, clerical, services and supervision required to achieve satisfactory training. The **EMPLOYER** warrants that the wage provided represents the prevailing wage of similarly situated employees.

4. Provide Workers' Compensation protection for the **TRAINEE** or accident and liability insurance coverage equal to such protection.

5. Provide and pay for all benefits and working conditions at the same level and to the same extent as it would for other employees doing the same type of work.

6. Keep accurate records of the **TRAINEE's** wages and hours of training. Time, attendance and payroll records will be retained by the **EMPLOYER** for six (6) years from the end of the contracted period.

7. Shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the **PROVIDER.**

8. Comply will all applicable child labor, fair labor, health, safety, environmental standards, including the Minnesota Right to Know Act.

9. Notify the **PROVIDER** prior to termination of the **TRAINEE** to give the **PROVIDER an** opportunity to resolve the problem and retain the **TRAINEE.**

10. Employ the **TRAINEE** as a regular full time employee, if they satisfactorily complete the training, and at a rate of pay not less than the contracted and prevailing wage.

11. Employ the person without terminating, layoffs, infringing on the promotional opportunities or reducing the working hours, wages, non-overtime hours or benefits of other employees.

12. Repay funds if it is determined that the terms of this contract were not carried out due to willful disregard for the contract terms, or gross negligence. No such funds shall be

paid without notice of and opportunity for a fair hearing.

EXHIBIT D

EMPLOYER ASSURANCES AND CERTIFICATIONS

The Employer assures that:

1. The subgrant will not impair existing contracts for service or collective bargaining agreements or result in substitution of program funds for other funds in connection with work that could otherwise be performed.

2. No person shall be employed under this subgrant to replace a job or remain on a job affected by a labor dispute involving a work stoppage.

3. Funds received under this contract are necessary to train a person who would not have been hired without these funds and represent only those costs which are over and above the normal training, recruitment and supportive service expenses of the Trainee.

4. It is not in violation of any state of federal labor laws or on any debarment or suspension list.

5. Trainee will not be employed on the construction, operation, or maintenance of any facility used for sectarian instruction or as a place for religious worship.

6. It shall not hire any individual with funds available under this contract who is an immediate family member of any person or persons serving in an administrative capacity for the Employer, or acts as an immediate supervisor over that person hired. Immediate family is defined as wife, husband, son, daughter, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt uncle, niece, nephew, step-parent, or step-child.

7. It will comply with the provision of the Minnesota Right-to-Know Act of 1983 which requires employers to evaluate their work places for the presence of hazardous substances or agents to which employees are exposed.

8. The rate of pay shall not be less than the applicable state or federal minimum wage law. The rate of pay shall also be at the prevailing wage rate for similar inexperienced workers in similar positions employed by the same employer, or the wage rates required by an applicable collection bargaining agreement, or the prevailing wage rate established by the Secretary of Labor in accordance with the Davis-Bacon Act

9. Financial records will be retained for a period of six(6) years from date of final expenditure report, except:
   a. In the case of non-expendable property (if any), the three years' retention period begins from the date of disposal of the property;
   b. In the case of audit question, records must be retained beyond the above period until the audit question is resolved.

10. The Provider will be notified prior to termination of the Employee while covered under this agreement to allow program counselors the opportunity to settle the problem in an effort to retain the employee whenever possible.

11. The Trainee will be retained by the Employer in accordance with its normal employment policies upon satisfactory completion of this agreement and has not terminated previous contracted employees without just cause.

12. It will comply with the provisions of the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972, and 1974, the Rehabilitation Act of 1973 as amended, the Wage Discrimination Act of 1967 and 1975 as amended and the Equal Pay Act of 1963 and shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, age, marital status, public assistance status, criminal record or place of residence.

13. It will comply with all applicable business licensing, taxation and insurance requirements.

14. It shall adhere to all applicable state or federal laws, regulations, policies and procedures.

15. Funds received under this contract will not be used to assist in relocating all or any part of the Employer's establishment.

16. Should this position be covered under a collective bargaining agreement, the written concurrence of bargaining agent has been obtained.

COLLECTIVE BARGAINING AGENT CONCURRENCE:

This position is covered by a Collective Bargaining Agent. □ Yes □ No

Union Organization:_____

□ Concurs □ Does not concur □ Has no opinion with the activities proposed in this contract.

IN WITNESS WHEREOF: the parties here to have executed this SUBGRANT as of the last date which appears below.

_____

Signature of Collective Bargaining Agent Title Date