

EMPLOYER LEGAL BUSINESS NAME:		TWC TAX ID #:
		FEIN #:
		WIT ID:
EMPLOYER ADDRESS:		
CONTACT PERSON:		TITLE:
TELEPHONE:	FAX:	EMAIL:

This On-the-Job Training (OJT) Agreement is between the Employer and the Employer Service Division of Workforce Solutions (ESD), herein after called the OJT Provider and _____, herein after called Employer. The purpose of this agreement is to establish the general terms and conditions for training; the job candidate is herein called the Employee. Both parties agree to the terms and conditions set forth within this agreement.

This Agreement is entered into as of the _____ between (Employer) and ESD and expires on the anniversary of this date or on the last day of an employee’s on-the-job training plan begun under this agreement.

Section 1: Employer Assurance

1. Employer agrees to provide training to the Employee which includes competencies and skills needed for the position, and will employ the Employee on a full-time basis at a minimum of thirty hours per week. Employee is considered a regular, non-contract employee of the Employer.
2. Reimbursement for on-the-training shall not exceed 640 hours or the allowable training hours set forth in the employee on-the-job training plan, whichever is less. Overtime is excluded from Training Hours.
3. Employer agrees to maintain adequate time and attendance, payroll, and other records to support amounts reimbursed under the OJT agreement. Documents must include company name, employee name, pay period, wage rate, and hours.
4. Employer agrees to submit payroll documentation no later than 40 days from the start of training, and every 40 days thereafter until completion of training. In the event of an OJT trainee termination or resignation prior to the completion of training, the employer agrees to provide payroll documentation within 30 days of the final day of employment. Failure to submit payroll documentation as outlined may result in forfeiture of payment.
5. Employer shall inform the OJT Provider of any continued absenteeism or other problems that may arise regarding the Employee for any reason.
6. Employer agrees to maintain contact with the OJT provider and provide feedback on the referrals sent for review and/or feedback regarding the OJT employees training progress.
7. Employer shall notify the OJT Provider in writing of the termination or resignation of the Employee for any reason within five (5) calendar days of the occurrence of events. Failure to notify OJT Provider may result in forfeiture of payment.
8. Employer agrees that records that are directly related to the OJT agreement are subject to review, monitoring, and audit by the OJT Provider, the State and/or the federal government, and will be made available upon request.
9. Employer shall provide adequate insurance coverage to protect against legal liability arising out of OJT activity.
10. Employer shall preserve all OJT Employee payroll records, fringe benefits and personnel records for a minimum of four years following last payment from the OJT Provider to the employer.
11. Employer certifies that the company is financially solvent on the date of this agreement, and the Employer's best projection is that they will be financially able to continue employing the employee after completion of their training.
12. Employer assures that within the last 120 days, the company has not relocated form another area and

- employees were not laid off at the previous location as a result of relocation.
13. Employer agrees that wage and labor standards will be adhered to and to pay the employee at the same rates, including increases and benefits as employees who are situated in similar jobs and pay at least the state minimum wage. No contributions to retirement funds shall be made on behalf of the employee from OJT funds.
 14. Employee shall be provided with Workers' Compensation or equivalent coverage and may work overtime in accordance with the Fair Labor Standards Act.
 15. Employer will ensure that employment and training will be in full accordance with all applicable federal, state, and local laws and ordinances including but not limited to anti-discrimination, labor and employment laws, environmental and health and safety laws).
 16. Employer certifies that this agreement will not impair existing agreements for services or collective bargaining agreements and that either it has the concurrence of the appropriate labor organization as to the design and conduct of an OJT, or it has no collective bargaining agreement with a labor organization that covers the OJT position. Employer further assures that OJT funds will not be used to assist, promote or deter union organizing.
 17. Employer certifies that no member of the OJT employee's immediate family is engaged in an administrative capacity for the Employer, or will directly supervise the OJT Employee. For the purpose of this agreement, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters or person bearing the same relationship to the OJT Employee spouse.
 18. Employer assures that the Employee has not been hired into or will remain working in any position when any other person is on layoff from the same or a substantially equivalent job within the same organizational unit or has been bumped and has recall rights to that position, nor if the OJT is created in a promotional line that infringes on opportunities of current employees.
 19. Employer agrees to notify OJT Provider of changes in Employer's ownership status, business activity, and/or contact information. Failure to do so within (30) calendar days of the change, may result in forfeiture of reimbursement.
 20. Employer agrees that employer referrals, individuals who are referred by the employer to Workforce Solutions, must meet eligibility and participation criteria prior to employment.
 21. Employer agrees to be liable for, and to indemnify, defend, and hold Workforce Solutions harmless, to the extent allowed by law, from all claims, suits, judgments, or damages, including court costs and attorneys' fees, arising out of the negligent acts or omissions of the Employer during the operation of the agreement. Nothing herein is intended to serve as a waiver of sovereign immunity by any provider to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Texas to be used by third parties in any matter arising out of any agreement.

Section 2: OJT Provider Assurance

1. OJT Provider determines eligibility of the Employee and occupation.
2. OJT Provider will reimburse Employer for the costs of training outlined in the employee training plan. During a registered apprenticeship program or joint apprenticeship training program, reimbursement may be up to seventy-five (75) percent of the Employee wage for up to a maximum wage of \$21.00 per hour over and up to a six hundred and forty (640) hour training period per employee, upon timely receipt of approved payroll documents. Approved payroll documents for the training may include a payroll summary that includes total hours worked during training period, hourly wage, and/ or the employee's paystubs. Supportive documentation such as but not limited to the Employer U.S. Department of Labor's Certification of Registration of Apprenticeship Program, must be presented to the OJT Provider prior to the implementation of this OJT agreement. An evaluation of the Employee progress provided upon each request for reimbursement or in accordance with the progress report schedule on the on-the-job training plan, whichever is more frequent.
3. OJT Provider shall reimburse Employer for duration of the training period as defined in this agreement, in an amount not to exceed total reimbursement for extraordinary costs of training to be provided by the Employer to the employee. Overtime, holidays, sick time, vacation pay, paid time off or otherwise extraordinary pay are

not reimbursable.

4. OJT Provider will facilitate payment as training progresses and upon receipt of a Progress Report and Supportive Payroll documents. Progress reports and supporting payroll documentation will be requested at the end of each month or at the employer’s discretion until the completion of the agreed training period. If training is less than twenty-six (26) weeks, progress report and supporting payroll documentation will be requested at training completion.

ADDITIONAL TERMS

1. OJT agreement terms are subject to modification or termination due to actions taken by the Federal, State, or Local governments that result in an impediment of agreement purpose. Such actions include, but are not limited to withdrawal of funding.
2. OJT Plan Agreement must be executed prior to hiring an OJT Employee.
3. The OJT Employee is considered “hired” at the point they begin the OJT position and no on-the-job training will commence prior to the agreement start date. Current, employed workers may not be enrolled in OJT.
4. Termination of the employee prior to completion of thirty (30) hours of employment, for any cause, will result in no reimbursement to Employer.
5. No reimbursement shall be made for training costs incurred during a period of work stoppage at the employer’s worksites, which constitutes training locations under this agreement.
6. Reimbursement for on-the-job training for any one employee is limited to \$10,080. Individual on-the-job training plans may not exceed six hundred and forty hours (640) hours for on-the-job training without the presence of an Approved Registered Apprenticeship Training Program per employee.

Unless the Employer’s breach of this agreement is waived by the OJT Provider in writing, the OJT Provider may, by written notice of breach to the Employer, terminate the agreement upon no less than seventy-two (72) hours’ notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver of breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of the agreement.

Section 3: Authorized Signatures

By signing below, all parties acknowledge the terms and conditions in this OJT agreement.

DATE:

DATE:

EMPLOYER SIGNATURE:

PROVIDER SIGNATURE:

TYPE/PRINT NAME:

TYPE/PRINT NAME:

TITLE:

TITLE:

Sponsor for Registered Apprenticeship Y/N