

# Proposed Agreement Between Employer and Apprentice

**NOTE: It is recommended that the Employer's legal counsel review this agreement and revise to meet the company's own needs.)**

**DO NOT MAIL TO ACCA-NCC** (to be kept in the apprentice's employee file at employer's office)

\_\_\_\_\_ (The "Employer") and  
\_\_\_\_\_ (The "Apprentice"), this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, acknowledge and agree as follows:

- ◆ Financial arrangements for the payment of tuition for the apprenticeship program are strictly between Employer and Apprentice.
- ◆ Employer and Apprentice acknowledge that the sponsor of the apprenticeship program, Air Conditioning Contractors of America - National Capital Chapter - assumes no liability whatsoever with respect to these financial arrangements.
- ◆ Apprentice agrees to indemnify Employer for any damages resulting from Apprentice's resignation from employment due to a violation of the non-solicitation agreement by another apprentice, an instructor, or another employer (in connection with an apprenticeship program function).
- ◆ Should an Apprentice change employment during the program, an investigation will be held. During that investigation period, on-the-job (OJT) forms will not be accepted from the Apprentice for a maximum of 90 days from his/her new employer.

## Employer and Apprentice agree that (choose one):

- \_\_\_\_\_ Apprentice shall be fully responsible for the payment of tuition for the apprenticeship program.
- \_\_\_\_\_ Employer shall advance tuition costs to the Apprentice. If the program is successfully completed, and Apprentice works for Employer for a \_\_\_\_\_ time period after the program, Employer will not require repayment of the current term's tuition. If for any reason the program is not successfully completed, Apprentice will repay Employer for the cost of the tuition.
- \_\_\_\_\_ Employer shall pay tuition.
- \_\_\_\_\_ Other \_\_\_\_\_

**IN WITNESSES WHEREOF, Employer and Apprentice have caused this Agreement to be signed on the date first written above. NOTE: This is a legal and binding document.**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Apprentice) Employee

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