

[DATE]

[EMPLOYEE NAME]

[ADDRESS]

RE: Offer to Participate in Employee Apprenticeship Program

Dear [EMPLOYEE NAME],

I am pleased to confirm an offer to participate in the [INSERT APPRENTICESHIP NAME] Apprenticeship Program at [COMPANY NAME] ("Apprenticeship"). You will report to [INSERT MANAGER'S NAME AND JOB TITLE] and your Apprenticeship start date is tentatively scheduled for [INSERT DATE].

Your starting hourly rate is \$\_\_\_\_\_ per hour (ADJUST AS NEEDED FOR SALARY POSITIONS), and you will continue to be a non-exempt employee. In addition, you will be eligible to participate in [INSERT BONUS INFORMATION]. Your participation in the Apprenticeship does not modify your current benefits.

The Company will sponsor your Apprenticeship by paying all approved tuition, fees, and required book/material costs associated with the Apprenticeship up to, and not to exceed, a gross amount of \$\_\_\_\_\_, in the form of a forgivable loan paid directly to the Apprenticeship training program in which you enroll (See attached Apprenticeship Sponsor Repayment Agreement and Promissory Note). Payments made by the Company related to your Apprenticeship will not be considered eligible earnings for the purposes of any company compensation or benefit plan. Non-covered expenses include, but are not limited to, reference books, late registration fees, finance, or interest charges, typing or other special services, parking fines, mileage, and other personal expenses.

As a participant in the Apprenticeship, you will receive training and classroom instruction with the intent to qualify and prepare you for an [INSERT TITLE] (LEVEL \_\_, IF APPROPRIATE) vacancy. You must satisfactorily complete the Apprenticeship within \_\_\_ months. Your Apprenticeship curriculum consists of 2000 hours (or equivalent competencies) of On-the-Job Learning ("OJL") per 12-month period. You will also receive a minimum total of \_\_\_\_\_ hours (144 hours/year) of classroom instruction. You will receive classroom instruction by enrolling in and attending educational courses as part of an approved curriculum. You will also receive an Individual Development Plan, outlining additional aspects of your curriculum and Apprenticeship. Please also review the attached Standards of Apprenticeship and the Appendix A for the [INSERT APPRENTICESHIP NAME] Apprenticeship for additional requirements from the [CHOOSE U.S. OR INDIANA] Department of Labor regarding your Apprenticeship.

You are expected to attend classes outside your regularly scheduled shift unless otherwise approved by the Company. If you are approved to attend classes during your regularly scheduled hours of work, your time spent attending classes will be compensated. Time spent studying and completing homework will not be compensated by the Company but may be necessary to successfully complete your Apprenticeship.

Your performance will be periodically reviewed to monitor your progress. Successful progress is defined as maintaining a GPA of a B or higher with no individual class grade falling below a "C-" in technically related classes. In addition, class attendance is mandatory, and any absences or occurrences will be counted towards your employee attendance record. If you are unable to maintain successful progress during the Apprenticeship, you may be removed from the Apprenticeship. In the event of your removal, you may apply for internal employment opportunities in accordance with applicable policies and procedures.

Your participation in the Apprenticeship is completely voluntary and it is not a condition of your continued employment with the Company. Your employment with the Company will continue to be "at will", meaning that either you or the Company may end your employment at any time, for any reason, with or without notice. Nothing in this letter, or any other written document, policy, or guideline issued by the Company, creates a contract of employment, or guarantees employment for any specified duration. No employee or representative of the Company is authorized to make any agreement of employment for any specific period of time or to make any agreement, expressed or implied, inconsistent with at-will employment or with any other provision or policies of the Company except by written agreement signed by a member of the Executive Leadership team.

[EMPLOYEE NAME], we look forward to your positive response to this offer to participate in the Apprenticeship. Please acknowledge your acceptance by signing and digitally returning this letter in its entirety to [CONTACT NAME] at [CONTACT EMAIL ADDRESS] within seven days of receipt. Please retain a copy for your files.

If you have any questions, please contact [INSERT CONTACT] at [INSERT PHONE NUMBER].

Sincerely,

[NAME]

[JOB TITLE]

[EMPLOYEE NAME]

Date

CC: [INSERT NAME(S)]

Accept Offer (Signature)

(Continues on back)

## APPRENTICESHIP SPONSOR REPAYMENT AGREEMENT

This Apprenticeship Sponsor Repayment Agreement and Promissory Note ("Agreement") is made and entered into by and between \_\_\_\_\_ ("Employee") and [COMPANY NAME] ("Company"). Employee and Company are sometimes herein referred to as the "Parties."

Employee desires to participate in a voluntary Apprenticeship program to increase his/her skills ("Apprenticeship"), and Company agrees to sponsor the Employee's Apprenticeship, provided that the Employee remains employed in the \_\_\_\_\_ Department for a period of \_\_\_\_\_ years after the completion of the Apprenticeship.

- 1. APPRENTICESHIP SPONSORSHIP.** Company agrees to sponsor the Employee's Apprenticeship and to pay all Company-approved tuition, fees, and required book/material costs associated with the Apprenticeship up to, and not to exceed, a gross amount of \$\_\_\_\_\_, in the form of a forgivable loan paid directly to the Apprenticeship training program in which the Employee enrolls (the "Apprenticeship Loan Amount"). Employee hereby acknowledges that the Apprenticeship Loan Amount is a loan to Employee until all the conditions are met, and that Employee must repay the loan if he/she does not meet the conditions.
- 2. REPAYMENT OBLIGATION.** Employee knowingly and willingly acknowledges and agrees that if Employee's employment with the Company ends for any reason, other than layoff or job elimination, less than \_\_\_\_\_ years after the completion of the Apprenticeship, Employee shall reimburse Company for the Apprenticeship Loan Amount less any grant monies allocated to the Company for the apprenticeship program. The Company will forgive \_\_\_\_\_% of the Apprenticeship Loan Amount each year on the anniversary date of Employee's completion of the Apprenticeship if the Employee remains employed by the Company in the \_\_\_\_\_ Department on such anniversary date. Accordingly, Employee will be obligated to repay the Apprenticeship Loan Amount according to the following schedule:

less than 1 year	100%
1 year but less than 2 years	_____%
2 years but less than 3 years	_____%
3 years or more	_____%

The total amount to be repaid by Employee shall not exceed the Apprenticeship Loan Amount less any grant monies allocated to the factory for the apprenticeship program. Employee agrees that repayment obligations under this Agreement are not reduced by completion of partial months of employment. The Apprenticeship Loan Amount may be prepaid by Employee in full or in part at any time, without penalty. If the Employee is employed with Company in the \_\_\_\_\_ department for more than three (3) years after the completion of the Apprenticeship, the Employee will have no repayment obligation to the Company for the Apprenticeship sponsorship.

Employee knowingly and willingly acknowledges and agrees that Employee shall pay the Company the applicable percentage of the outstanding Apprenticeship Loan Amount within sixty (60) days of the Employee's last day of employment within the \_\_\_\_\_ Department. Such amount shall be payable to Finance for repayment.

Should the Company or its assignee be forced to initiate collection or legal action to recover the amounts which Employee has agreed to pay, Employee agrees to pay any attorneys' fees and costs incurred by the Company or its assignee in securing Employee's compliance with this Agreement and interest on the principal amount owed at the prejudgment interest rate designated by applicable state law.

- 3. NO GUARANTEE OF CONTINUED EMPLOYMENT.** Employee understands that neither this Agreement nor any other communication by a manager or any other employee, whether oral or written, is intended in any way to create a contract of employment. Employee is employed at will and this Agreement does not modify Employee's at-will employment status.
- 4. CHOICE OF LAW.** The Parties acknowledge and agree that this Agreement shall be interpreted in accordance with \_\_\_\_\_ law, without giving effect to the principles of conflict of law.
- 5. SEVERABILITY.** The Parties agree that should any provision of this Agreement be declared or determined by any court to be illegal, invalid, or unenforceable, the remainder of the Agreement shall nonetheless remain binding and enforceable.
- 6. ACKNOWLEDGEMENTS.** Employee acknowledges Employee has carefully read and fully understands the provisions of this Agreement, the Standards of Apprenticeship, the Appendix A for the [INSERT APPRENTICESHIP NAME] Apprenticeship, and that Employee is voluntarily entering into this Agreement. Employee also understands and acknowledges that this Agreement is the entire agreement between Employee and [COMPANY NAME] with respect to this subject matter, and Employee acknowledges that [COMPANY NAME] has not made any other statements, promises or commitments of any kind (written or oral) to cause Employee to agree to the terms of this Agreement.

EMPLOYEE

[COMPANY NAME]

By: [INSERT COMPANY REP. NAME]

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: [INSERT TITLE]

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

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

