

**Texas Back-to-Work Initiative – Dallas County**  
**Employer Agreement**

The Texas Back-to-Work (TBTW) Initiative supports employers who hire and retain eligible individuals in full-time employment by reimbursing a portion of wages paid in order to offset the costs associated with training and developing the employee into the employer's regular workforce.

This agreement explains the Texas Back-to-Work Initiative, the benefits to the employer, and your rights as a participating employer. This agreement is hereby entered into between the Texas Back-to-Work employer, \_\_\_\_\_ hereafter known as the Employer, and Workforce Solutions Greater Dallas via its contractor, ARBOR E&T LLC, hereafter known as **WFS Dallas**. Questions regarding this program should be directed to WFS Dallas at (214) 302-5555.

Upon completing the program and satisfying the requirements described herein, the Employer will be eligible to receive a wage and training subsidy based on the total amount of time the qualified individual remained actively employed. The total amount the Employer is eligible for per qualified individual is \$2,000, although should the employee be terminated prior to reaching the 120 day benchmark, the Employer may be eligible to receive the amount that corresponds to the benchmark that was completed (30, 60, or 90 days, defined as consecutive 24 hour periods based on the calendar). The retention periods and corresponding total subsidy amounts are as follows:

- o 30 to 59 days - \$800
- o 60 to 89 days - \$1,400
- o 90 to 119 days - \$1,800
- o 120 days and beyond - \$2,000

**EMPLOYER AGREES:**

**Program Participation:**

1. To comply with all requirements of the provisions of Texas laws for the Texas Back-to-Work Initiative;
2. To comply with WFS Dallas requirements in regard to providing payroll registers, employment verification, and other documentation as requested for the purpose of processing payment
3. To permit TWC or WFS Dallas to audit and verify the claims made by the Employer;
4. To the extent permitted by the Texas Constitution and the Texas Tort Claims Act, to indemnify, defend, and hold harmless the State of Texas, TWC, Workforce Solutions Greater Dallas and its officers, agents, contractors and employees from all claims, lawsuits, and actions of whatever nature brought against those parties which arise from the Employer's performance or omissions under this agreement;
5. To utilize the *WorkInTexas.com* online job matching system for initial job posting and qualified candidate matching based on knowledge and skills, or other criteria established by the Employer.

**General Employer Responsibilities:**

1. To maintain health, safety, and working conditions at or above levels generally acceptable in the industry and no less than comparable jobs of the Employer;
2. To not deny employment, exclude from benefits, or allow any participant to suffer because of race, color, religion, sex, national origin, age, temporary medical condition, mental disability, physical handicap, or political affiliation or belief;
3. To not create a position that will infringe on any of the promotional opportunities of currently employed individuals;
4. That said company is not involved in a strike, lockout, or labor dispute;
5. To submit an invoice and payroll documentation for each TBTW employee that includes either a payroll register, check proofs or check stubs which shows the employer name, employer EIN, employee name, hourly rate of pay, hours worked, hours paid, and the period of payment;
6. To pay all TBTW employees at least the hourly rate of the Texas minimum wage, and not pay a wage that is substantially less than the wage paid for similar jobs in the local economy, with appropriate adjustments for experience and training;
7. To ensure that the position is for regular employment, not seasonal or temporary with a definite release date;
8. To withhold and pay, in accordance with state and federal law, all required deductions for state and federal income tax, Social Security tax and unemployment insurance tax, from participant wages;
9. To consent to the taking and publication of photographs and videos of Texas Back-to-Work Initiative employee at the worksite by a duly authorized representative of WFS Dallas, subject to Employer's policies and procedures governing visitors to the site and confidentiality;

10. To maintain fiscal and other Employer records pertinent to this agreement. The Employer shall provide TWC and WFS Dallas access to such records. All such records shall be retained and kept accessible for three years following final payments and conclusions of all pending matters;
11. To maintain all records of the participant as confidential, as required under federal and state law.

**Employer Responsibilities to TBTW Employees:**

1. To consider TBTW employees as regular employees of the Employer who shall be entitled to benefits required by state or federal law or company policy;
2. To provide a job description to the TBTW Employee upon offer of work and ensure that individual is employed in said job;
3. To provide TBTW employee with a regular work schedule of no less than 30 hours per week;
4. To restrict TBTW employees from political or sectarian activities during work hours.

**Termination of Placement:**

1. To notify WFS Dallas prior to or immediately upon termination of employment.
2. Either the Employer or the employee may terminate employment per applicable state or federal law.
3. Termination of employment prior to reaching the 120 retention period will result in payment of a wage and training subsidy based on the benchmark that was reached most recently.

WFS Dallas agrees to assist the Employer in the recruiting, screening and hiring process when desired by the Employer. WFS Dallas will also follow up with the Employer to monitor the employment relationship as well as request payment on behalf of the Employer once all required documentation is submitted and all requirements are considered to be satisfied at the end of the 120 day retention period or the termination of an employee, whichever comes sooner. WFS Dallas agrees to submit to the Employer a check in the appropriate amount based on benchmarks reached by each eligible employee identified herein (not to exceed \$2,000 per employee) as stipulated in this agreement in a timely manner. In the event WFS Dallas identifies any violation of the agreement or applicable local, state or federal law, an investigation may be conducted and this agreement will be terminated.

On behalf of the Employer, I certify that I am an authorized representative and have read this agreement and understand the conditions of the Texas Back-to-Work Initiative. I hereby attest on behalf of the Employer that the Employer does currently and will continue to adhere to applicable conditions of the Texas Workforce Commission rules and regulations, the Texas Labor Code, the Texas Unemployment Compensation Act, the federal Fair Labor Standards Act, and any other applicable state or federal regulation. On behalf of the Employer, I certify that all responsibilities of the Employer will be upheld.

**Agreed By:**

<i>Employer Representative (Print)</i>	<i>Employer Representative (Signature)</i>	<i>Date</i>
<i>WFS Dallas Representative (Print)</i>	<i>WFS Dallas Representative (Signature)</i>	<i>Date</i>

**TBTW Employer Information**

Employer Name	Federal EIN #	State UI Tax #	Fax #	Worksite Phone #
Mailing Address	City/State	Zip Code	Authorized Contact	
Email:				

For assistance or additional information contact an Employer Services Representative at 214-302-5555 or email [tbtw@wfsdallas.com](mailto:tbtw@wfsdallas.com). Mail Original Agreement to: WFS Dallas, 2702 N. Stemmons Freeway, Suite 120, Dallas, TX 75207. This agreement is valid upon hire of TBTW candidates identified in Attachment A.

*Work Opportunity Tax Credit (WOTC): The hiring of this participant also MAY allow the employer to receive a federal tax credit under the WOTC program. Employers must complete and submit the request for certification to the Texas Workforce Commission (TWC) within 28 days of the participant's first day of work. Request for certification does not guarantee approval. Contact the TWC WOTC Unit at 1-800-695-6879 for additional information.*