

Model LEA and Apprenticeship/Preapprenticeship Provider Partnership Agreement
Partnership Agreement Between [Insert Name of Local Educational Agency]

and

[Insert Name of Apprenticeship/Preapprenticeship Provider]

I. PARTIES

(Enter the official names and addresses of both the LEA and the Registered Apprenticeship or Preapprenticeship Program Sponsor. These should be the legal entities responsible for the agreement. In addition, each Party must designate a contact person for the management of this Agreement.)

This Agreement is entered into between:

A. Registered Program Sponsor: _____

Address: _____

Contact for Program Sponsor: _____

Title: _____ Phone Number: _____

Email: _____

B. Local Educational Agency: _____

Address: _____

Contact for Program Sponsor: _____

Title: _____ Phone Number: _____

Email: _____

II. PURPOSE AND SCOPE

This Agreement governs the partnership between an LEA and an apprenticeship or preapprenticeship provider to define each entity's roles in the partnership and to establish how funding will be divided. Division of funds must be based on the responsibilities that the LEA and the apprenticeship or preapprenticeship program provider hold in the partnership.

To the extent that this Agreement is funded by funds appropriated by the State of Florida, the LEA's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

III. TERM OF AGREEMENT, TERMINATION AND RENEWAL

- A. Term.** The effective date of this Agreement is _____, or the date upon which it is signed by both parties, whichever is later. This Agreement shall remain in effect for _____ years from the date of execution.
- B. Termination.** This Agreement may be terminated at any time upon the mutual consent of both parties, or unilaterally by either party upon ____ calendar days' written notice. Such notice must be provided to the contacts named in Section I of this Agreement.

The program sponsor must also notify their local Apprenticeship Training Representative (ATR) that the partnership is terminated. Such notice must state whether the apprenticeship or preapprenticeship program will continue training apprentices or preapprentices and must explain how requirements previously handled by the LEA will be provided.

- C. Amendment and Renewal.** Amendments to this Agreement must be in writing and signed by both parties. With the written consent of both parties, this Agreement may be renewed for up to additional years.

IV. DESCRIPTION OF PARTNERSHIP

(Provide a description of the partnership, including program type (apprenticeship/preapprenticeship), key goals and any major highlights of the partnership. Attach additional pages as necessary.)

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

V. INDIVIDUAL PARTNER PROGRAM RESPONSIBILITIES

(Review each listed responsibility and check the box under LEA and/or Sponsor to indicate which party is responsible for that task. For local variations, use the “Other” rows to add additional duties and assign responsibility.)

<u>Responsibility</u>	<u>LEA</u>	<u>Sponsor</u>
Provide a Training Coordinator to oversee on-the-job training (OJT)	<input type="checkbox"/>	<input type="checkbox"/>
Recruit, evaluate, and hire qualified instructors (with credential documentation)	<input type="checkbox"/>	<input type="checkbox"/>
Provide Related Technical Instruction (RTI)	<input type="checkbox"/>	<input type="checkbox"/>
Provide OJT		
Provide OJT monitoring	<input type="checkbox"/>	<input type="checkbox"/>
Provide equipment	<input type="checkbox"/>	<input type="checkbox"/>
Provide classroom space	<input type="checkbox"/>	<input type="checkbox"/>
Provide other facilities	<input type="checkbox"/>	<input type="checkbox"/>
Provide training materials	<input type="checkbox"/>	<input type="checkbox"/>
Provide employer placements & maintain records	<input type="checkbox"/>	<input type="checkbox"/>
Maintain training records (RTI, OJT, Agreements, participant records, etc.)	<input type="checkbox"/>	<input type="checkbox"/>
Provide administrative support for LEA-required student records (including ensuring FERPA compliance)	<input type="checkbox"/>	<input type="checkbox"/>
Provide administrative support for RAPIDS ¹ apprentice records	<input type="checkbox"/>	<input type="checkbox"/>
Provide administrative support for preapprentice records	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>

(For each item on the chart above, provide additional detail concerning each party’s responsibilities, including but not limited to specific methods and deadlines for compliance, financial obligations, and other requirements for each deliverable. Attach additional pages as necessary.)

A. LEA Responsibilities

- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____

¹ Registered Apprenticeship Partners Information Data System

B. Program Sponsor Responsibilities

- _____
- _____
- _____
- _____
- _____
- _____

VI. JOINT RESPONSIBILITIES

The Parties agree to jointly undertake the following activities, with each party's role as described below.
(Attach additional pages to describe other joint responsibilities not listed here.)

A. Conduct annual program reviews to assess progress and make necessary adjustments to improve program quality.

- a. The LEA will _____

- b. The Sponsor will _____

B. Collaborate on curriculum development and updates to align training with industry standards and educational goals.

- a. The LEA will _____

- b. The Sponsor will _____

C. Work to identify and pursue funding opportunities to support program sustainability and growth.

- a. The LEA will _____

b. The Sponsor will _____

VII. FISCAL RESPONSIBILITIES

(This Agreement must specify how funding will be divided between the parties. Pursuant to Section 446.032(5)(b), F.S., division of funds must be based on the responsibilities that the LEA and the apprenticeship or preapprenticeship program provider hold as described in this Agreement, subject to the following requirements:

- If the LEA does not provide classroom space, related technical instruction, or on-the-job training services, the LEA’s role is deemed to be administrative only and its funding share may not exceed 10 percent.*
- If the LEA and the apprenticeship or preapprenticeship program provider share the responsibilities of providing administrative support, classroom space, related technical instruction, and on-the-job training, the manner in which the agency and provider divide the funding must be directly tied to each of their responsibilities under the partnership agreement.*

Outline how funds will be managed and divided between the parties, including at a minimum:

- The total amount of apprenticeship funding provided to the LEA and the allocation of each source of apprenticeship funds;*
- Due dates and required documentation for the program sponsor to receive funds;*
- Details on cost-sharing, reimbursements, and invoicing procedures; and*
- An explanation of any fees that may be imposed and conditions under which funds may be withheld. Pursuant to Section 446.032(1)(a), F.S., an LEA may not impose additional fees or withhold additional funds beyond the agreed-upon amount specified in this Agreement unless explicitly outlined in this section.*

This section must include sufficient detail to ensure transparency and financial clarity such that there are no unexpected costs for program sponsors. Attach additional pages as necessary.)

[illegible]

The Parties agree that insurance and liability coverage will be maintained as specified below, in accordance with Florida law. *(You may attach insurance policies or other supporting documents as an Exhibit to this Agreement.)*

X. RECORDS RETENTION, ACCESS AND MANAGEMENT

The Parties agree that they will follow all applicable federal and state laws concerning retention of and access to records, as specified below.

A. Records Retention. The parties agree to comply with records retention requirements as mandated by federal, state and local law, and LEA policies. *(Describe how records retention will be managed to or attach applicable policies.)*

B. Public Records. The parties agree to comply with public records laws in accordance with Chapter 119, Florida Statutes. *(Provide details on compliance with public records requirements or attach applicable policies, including but not limited to requirements for how the program sponsor must proceed if they receive a public records request related to the partnership or apprenticeship program outlined in this Agreement.)*

IF THE PROGRAM SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROGRAM SPONSOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT _____.

Insert Address, phone number, and email address for LEA

C. FERPA. The LEA is required to comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g), its implementing regulations (34 C.F.R. Part 99), and related state statutes and rules governing education records (ss. 1002.22, 1002.221, 1002.222 and 1002.225, F.S., and Rule 6A-1.0955, F.A.C.) Third party contractors and service providers that partner with LEAs are considered “school officials” under FERPA that may have access to education records

without written consent required by 34 C.F.R. § 99.30, provided certain conditions are met as set forth in 34 C.F.R. § 99.31(a)(1)(i)(B). *(Outline the records use and disclosure agreement between the LEA and program sponsor that ensures FERPA compliance, or attach it as an Exhibit to this Agreement. Also explain whether training on FERPA will be provided to the sponsor.)*

XI. OTHER CONDITIONS

(The Parties may add conditions to this Agreement based on local need as long as they do not conflict with the terms set forth in this Agreement, Chapter 6A-23, F.A.C., or federal or Florida law. Attach additional pages as needed.)

XII. APPROVAL

The undersigned authorized officials of _____, and
_____ commit their respective organizations to the
terms of this Agreement.

[Local Educational Agency]

By: _____

Name: _____
Type Name

Title: _____

Date: _____

[Program Sponsor]

By: _____

Name: _____
Type Name

Title: _____

Date: _____

ATTACHMENTS

(Attach any supporting documents referenced in the Agreement. Examples include program standards, instructor qualifications, insurance policies, and public records or FERPA policies. Add additional Exhibits to the list below as needed.)

Exhibit A: _____

Exhibit B: _____

Exhibit C: _____

Exhibit D: _____