



## **APPRENTICESHIP PROGRAM PARTICIPATING EMPLOYER AGREEMENT**

This Apprenticeship Program Participating Employer Agreement ("Agreement") is entered to as of the date last signed below ("Effective Date") by and **XXXXXXXXXXXXXXXXXX** ("Employer"), and **Lake Region State College**, an institution of higher education and an instrumentality of the State of North Dakota ("LRSC").

### **RECITALS**

WHEREAS Employer and LRSC are each party to separate apprenticeship agreements with the US Department of Labor's ("USDOL") Office of Apprenticeship ("LOA").

WHEREAS LRSC maintains a Registered Apprenticeship Program with the LOA ("RA Program").

WHEREAS, Employer has identified one or more employees as apprentices (each an "Apprentice") and has selected LRSC to serve as the intermediary through its RA Program.

WHEREAS LRSC is willing to serve as intermediary for Employer's Apprentice(s).

AND WHEREAS, the parties now seek to memorialize their shared understandings, expectations, and obligations with respect to such apprenticeships.

### **1. PURPOSE OF THE AGREEMENT**

Employer and LRSC enter into this Agreement to facilitate Employer's participation in LRSC's Registered Apprenticeship Program (RA Program), which is registered with the U.S. Department of Labor Office of Apprenticeship.

### **2. EMPLOYER RESPONSIBILITIES**

Employer has appointed and/or shall appoint one or more of its full-time, benefitted employees for participation in the RA Program under the following USDOL Registered Apprenticeship Program ID code(s)(RAPIDs): **[XX-XXXX]**. Employer's job title for such Apprentice(s) is **XXXXXXXXXXXX**. For each Apprentice appointed hereunder:

a. Apprentice is allowed to attend six or more hours of the RA Program related technical instruction at LRSC or another educational institution ("Instruction") during the 40-hour work week.

b. Apprentice **will/will not** be paid for hours attending Instruction during non-work time. If paid, the hourly rate shall be no less than **\$XX.00 hr.** and shall be subject to step increases as required by federal regulation. In any event, Instruction time shall qualify and count in full toward employment-related benefits.

c. On-the-Job Training (OJT) is excluded from Instruction. OJT hours shall be considered earning while learning and shall be counted toward both academic/nonacademic credit and worked hours in the RA Program.

d. For RA Programs requiring a practicum (e.g., nursing, social work, education, etc.), Apprentice **will/will not** be paid for practicum hours. If paid, the hourly rate shall be no less than **\$XX.XX hr.** and shall be subject to step increases as required by federal regulation. Practicum time shall be counted toward both academic credit and worked hours in the RA Program.

e. The position wage range as of the Effective Date for this RA Program is **\$XX.00 hr.** to **\$XX.XX hr.** with midpoint being **\$XX.XX hr.** Apprentice shall have a starting wage within this range depending on experience, education, etc. Employer will provide Apprentice with merit wage increases commensurate with their advancement in skills and knowledge at least annually or when promoted or when specific skills and competencies are achieved based on their academic program.

f. Employer shall report to LRSC Apprentice's starting wage and shall thereafter also report to LRSC on a quarterly basis Apprentice's wage(s) and worked time during the preceding calendar quarter. The quarterly reporting shall be due within 30 days after March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, and December 31<sup>st</sup> of each calendar year. Each such report shall be made to LRSC's Apprenticeship Program Coordinator (defined below).

g. Employer shall collaborate with LRSC coaches/advisors, staff, and faculty, in monitoring and recording Apprentice's progress in the RA Program.

h. Employer shall designate a Worksite Mentor who will provide expert advice based on experience to assist with the On-the-Job Training (OJT) component of the RA Program. Employer shall also designate a contact person (see Section 11 below) who interacts with Apprentice and Worksite Mentor, and who shall be responsible for communication with the LRSC business office regarding invoicing for tuition, books and lab expenses and management fees.

i. Employers abide by all the rules, regulations, and standards of LRSC's governing the operations of the college and the RA program.

### **3. LRSC RESPONSIBILITIES**

LRSC shall:

a. Develop, maintain, and update RA Program communications, information, and literature, to include recruitment announcements on the LRSC website.

b. Designate an Apprenticeship Program Coordinator (APC) and notify Employer of any changes.

c. Provide all materials necessary for onboarding and coaching Worksite Mentors and Apprentices and maintain copies of such information online and accessible to Employer.

d. Through its Apprentice Program Coordinator (APC), handle all the required paperwork including entering Apprentice information and gathering data and information required for managing its RA Program through LOA.

e. Through its APC, initiate separate, bi-weekly communication with Employer and Apprentice as part of the LRSC Earn and Learn case management process.

f. Provide, upon request, reasonable assistance to Employer (excluding the provision of legal advice) in the development of agreements that address Apprentice's responsibilities and obligations to Employer. Such obligations of the Apprentice may include:

1. Attending required academic progress reviews scheduled with Worksite Mentors, as well as LRSC's faculty and APC.
2. Observing regulations of Employer as well as LRSC.
3. Maintaining academic and attendance requirements of the RA program (2.0 GPA).
4. Reimbursing Employer for Employer's costs of the RA Program as may be required if Apprentice fails the course, voluntarily terminates coursework or training, voluntarily separates from Employer for any reason, or fails to fulfill a required, post-apprenticeship employment commitment.

*\* Employer acknowledges and agrees that if third party payors (not including Employer's tuition coverage) such as scholarships, grants or other financial aid opportunities are utilized, it is considered business between Apprentice and Employer. Employer further acknowledges and agrees that LRSC scholarships cannot be utilized for expenses of the LRSC apprenticeships.*

#### **4. TERM; RENEWAL**

This Agreement commences on the last date of signature below and shall be in effect for a period of five years. Thereafter, and unless terminated, this Agreement automatically renews for additional renewal terms of five years each.

#### **5. COMPENSATION**

##### **a. Contractual Amount**

Employer will reimburse LRSC upon issuance of a written invoice for each semester and summer term (s) for the duration of the apprenticeship.

The invoice will be itemized to include each apprentice by name and the apprenticeship program they are enrolled in. The employer will be invoiced for each apprentice at a rate of

- **\$216.82 per semester credit (current tuition rate/hour & student fees) or \$234.48 per online semester credit (includes tuition and student fees)**
- **\$450/semester for Nursing program fee**
- **\$500/semester for Management fee**
- **Actual cost of books and related instructional materials.**

**An invoice will be sent each semester or term.**

**A letter will be provided annually and serve as an addendum to this agreement with any changes in current tuition rates and/or fees. The invoice will reflect these changes effective for the fall semester of each year.**

The Agreement Amount constitutes the entire compensation due LRSC for performance of its obligations under this Agreement, unless amended, regardless of the difficulty, materials or equipment required, including fees, licenses, overhead, profit and all other direct and indirect costs incurred by LRSC, except as provided by an amendment to this Agreement.

#### b. Payment

1. Payment made in accordance with this Compensation section shall constitute payment in full for the services and work performed and the deliverables and work(s) provided under this Agreement and LRSC shall not receive any additional compensation hereunder.
2. Employer shall make payment under this Agreement within forty-five (45) calendar days after receipt of a correct invoice.

### **6. TERMINATION**

#### a. Termination without cause

This Agreement may be terminated by mutual consent of both parties, and by either party upon 30 days' written notice.

#### b. Termination for lack of funding or authority

Either party may terminate this Agreement effective upon delivery of written notice to the other party, or on any later date stated in the notice, under any of the following conditions:

1. If funding from state or other sources is not obtained and continued at levels sufficient to allow for purchase or provision of the services or supplies in the indicated quantities

or term. This Agreement may be modified by agreement of the parties in writing to accommodate a reduction in funds.

2. If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase or provision under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.

3. If any license, permit, or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Agreement under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

## **7. FORCE MAJEURE**

Neither party shall be held responsible for delay or default caused by fire, riot, acts of God or war if the event is beyond reasonable control and each party will give notice to the other immediately upon occurrence of the event causing the delay or default or which is reasonably expected to cause a delay or default.

## **8. MERGER AND MODIFICATION**

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both parties.

## **9. SEVERABILITY**

If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms shall not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if this Agreement did not contain that term.

## **10. ASSIGNMENT AND SUBCONTRACTS**

LRSC may not assign or otherwise transfer or delegate any right or duty without Employer's express written consent.

## **11. NOTICE**

Except for notice of claims for money damages, which shall be governed by applicable statutes, all notices or other communications required under this Agreement shall be given by registered

or certified mail and are complete on the date mailed when addressed to the parties at the following addresses:

**Administrator/CEO (or designee), Employer name , address**

**Office of the President, Lake Region State College, 1801 College Dr. N, Devils Lake, ND 58301**

## **12. APPLICABLE LAW AND VENUE**

This Agreement is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Agreement must be brought in the District Court of Burleigh County, North Dakota.

## **13. SPOILIATION – NOTICE OF POTENTIAL CLAIMS**

Either party shall promptly notify the other of all potential claims which arise or result from this Agreement. Either party shall also take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety.

## **14. INDEMNITY**

Employer and LRSC each agree to assume its own liability for all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this Agreement.

## **15. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL**

Neither party agrees to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. Neither party waives any right to a jury trial.

## **16. CONFIDENTIALITY**

Employer and LRSC agree not to use or disclose any information it receives under this Agreement which has previously been identified as confidential or exempt from mandatory public disclosure pursuant to a statutory exception to North Dakota's open records law except as necessary to carry out the purposes of this Agreement or as authorized in advance. The duty of Employer and LRSC to maintain confidentiality of information under this section continues beyond the term of this Agreement, or any extensions or renewals of it.

## **17. COMPLIANCE WITH PUBLIC RECORDS LAW**

Each party understands that, except for disclosures prohibited in the provision entitled "Confidentiality," each party must disclose to the public upon request any records it receives from the other or which it generates under this Agreement. Each party agrees to contact the other immediately upon receiving a request for information under the open records law and each party will comply with the state's open records laws when responding to the request.

#### **18. WORK PRODUCT, EQUIPMENT AND MATERIALS**

Except as may be required under any agreement between LRSC and the US Department of Labor, all work product, equipment, or materials created or purchased under this Agreement belong to LRSC. This provision shall survive the expiration and termination of this Agreement.

#### **19. INDEPENDENT ENTITY**

LRSC retains sole and absolute discretion in the manner and means of carrying out the LRSC's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

#### **20. NONDISCRIMINATION AND COMPLIANCE WITH LAWS**

LRSC agrees to comply with all applicable laws, rules, regulations, and policies, including but not limited to those relating to nondiscrimination, accessibility, and civil rights.

#### **21. AUDITS**

All records, regardless of physical form, and the accounting practices and procedures of LRSC relevant to this Agreement are subject to examination by the North Dakota State Auditor or the Auditor's designee. LRSC will maintain all such records for at least three years following completion of this Agreement.

#### **22. EFFECTIVENESS OF AGREEMENT**

This Agreement is not effective until fully executed by both parties.

##### **Employer name**

**Lake Region State College**

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signature)

Title: Administrator/CEO (or designee)

Title: President

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

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

