

# Board of Trustees

## Executive Summary of Board Agenda Item

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

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

Information  Discussion  Action

Item Type:

Curriculum & Instruction  HumanResources  Business Services

Staff Responsible:

\_\_\_\_\_  
*Signature of Requester(s)*

\_\_\_\_\_  
*Signature of Presenter(s)*

\_\_\_\_\_  
*Business Services Approval (Initials)*

\_\_\_\_\_  
*Date*

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Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):



# Apprenticeship Pathway Related Instruction Partnership Agreement

This Apprenticeship Pathway Related Instruction (“RI”) Agreement (“Agreement”) is effective as of the date of the last signature below by and among:

- 240 Certification (“RI Provider”), located 3122 Nealy Way, Suite 211-B, Longview, Texas 75605;
- edwell (“Sponsor” or “edwell”), a nonprofit corporation doing business in Texas with a Federal Department of Labor Registered Apprenticeship Program; and
- [District Name] ISD (“Employer”), a Public School District in Texas.

Each entity may be referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS The Parties desire to establish a collaborative partnership that supports the development and implementation of high-quality educator preparation pathways designed to strengthen K–12 teacher talent pipelines through Registered Apprenticeship Programs (“RAP”) registered with the United States Department of Labor Office of Apprenticeship; and

WHEREAS, the Parties are committed to advancing employer-led apprenticeship models that integrate competency-based, work-based learning with high-quality related technical instruction and holistic apprentice support systems; and

WHEREAS, the Parties seek to align workforce development, educator preparation, and instructional support structures to strengthen recruitment, preparation, mentorship, and retention of future educators;

WHEREAS the Parties acknowledge that Apprentices participating in the PREP Grow Your Own (GYO) pathway must satisfy applicable PREP statutory and program requirements in order for the Employer Partner to access PREP funding opportunities.

NOW, THEREFORE, in consideration of the mutual covenants and commitments contained herein, the Parties agree as follows:

## **I. Purpose**

The purpose of this Agreement is to establish a collaborative framework among the RI Provider, Sponsor, and Employer to support the implementation of Registered Teacher Apprenticeship pathways aligned to employer workforce needs and applicable educator preparation requirements. This Agreement reflects the core values and structure inherent in the five pillars of successful apprenticeship models. Our collaborative efforts are designed to ensure we maintain:

- i. Collaborative Financial Stewardship: Financial stewardship is paramount to the Program's sustainability and efficacy. To achieve this, parties will engage collectively in proactively seeking and applying for grants, scholarships, and other funding opportunities that align with the Program's goals. Parties will also collaborate on grant proposals, leveraging combined expertise to secure funding, establish effective utilization strategies to maximize educational impact, and engage in regular financial reviews. Additionally, sharing resources and maintaining open communication will be explored to foster innovation and prudent management. Grants awarded to the Program Sponsor, and employer consortium members as beneficiaries or their apprentices, may require action and accountability of consortium members as outlined in the grant deliverables.

- ii. **Provide Structured Learning:** Deliver a comprehensive curriculum that combines theoretical knowledge with practical skills, aimed at fostering a robust understanding of effective teaching practices.
- iii. **On-the-Job Training:** Ensure that apprentices receive hands-on, experiential learning under the mentorship of experienced educators within real-world educational settings.
- iv. **Reward for Skill Gains:** Recognize and compensate apprentice advancements in both knowledge and skill application, aligning incentives with each stage of professional development.
- v. **Lead to a National Occupational Credential:** Culminate in the achievement of a recognized teaching credential that validates the apprentice’s capability and readiness to excel in the education field.

By embracing these pillars, we aim to create a supportive, structured pathway that empowers aspiring teachers, enriches the educational landscape, and upholds the integrity and quality of the teaching profession.

In addition, this Agreement supports the implementation of Preparing, Retaining, and Educating Educators through Partnership (PREP) Programs, in alignment with Texas Education Code Sections 21.906 and 48.157 and Texas Administrative Code Chapter 228. The Parties agree that Apprentices participating as GYO candidates will complete a bachelor’s degree and enroll in an state approved Educator Preparation Program (EPP) within three (3) years of beginning participation.

## II. **Term**

This partnership shall be effective on the date the last signature is executed and will remain in effect for a period of two (2) years. It will automatically renew for successive two-year terms unless either Party provides thirty (30) days prior written notice to terminate the Agreement. In the event of termination, the RI Provider agrees to ensure that each Apprentice currently receiving an educational benefit under this Agreement will continue to receive the full value of that benefit towards their studies at the RI Provider, provided the Apprentice remains in good academic standing.

## III. **Defining Our Partnership**

The success of our apprenticeship program hinges on clear communication, well-defined expectations, and the strong collaboration of all partners involved. This section lays out the specific roles and responsibilities that each entity—the Sponsor, the Employer Partner, and the RI Provider (college, university or alternative certification program)—will uphold. By explicitly delineating these duties, we aim to foster a transparent and effective working relationship that facilitates the growth and development of our apprentices.

### • **Parties**

- i. **Each District that signs onto this agreement with Appendix A “Employer”:** Serves as an employer partner.
- ii. **edwell, Inc “Sponsor”:** Serves as the Registered Apprenticeship Program (“Program”) Sponsor for each employer listed in Appendix A. edwell, Inc. is a nonprofit corporation that represents the interest of employers through an employer consortium. The consortium creates a more robust, efficient and impactful apprenticeship program that supports the development of a highly trained and prepared workforce.

- iii. **240 Certification “RI Provider”:** Serves as a RI Provider to the Sponsor and Employer. **240 Certification** is an educator preparation program (EPP), more specifically an alternative certification program.
- iv. **Apprentices:** Sponsor will collaborate with the Employer, who will identify and select Apprentices to enroll and complete 240 Certification’s teacher certification program in accordance with the work processes and standards outlined in the Program, approved by the Federal Department of Labor. Through their enrollment at **240 Certification**, apprentices will have the opportunity to earn their teacher certification in a specific content area.

- **Program Sponsor**

- i. Program Standards. Oversee the Registered Apprenticeship Program, as the Program Sponsor and facilitate a Program Steering Committee and Apprentice Committee, within the Employer Consortium to ensure all program standards and components reflect employer-driven strategies and training goals to establish high-quality talent pipelines for K-12 Teacher preparation and development.
- ii. Registration and Compliance. Ensure the program is registered with the appropriate state or federal apprenticeship agencies and complies with all applicable regulations and standards. This includes adherence to federal reporting and compliance requirements and accurate maintenance of program records to uphold the program's integrity. Sponsor will ensure access to data tracking software and RAPIDS for monitoring and managing all necessary information, including competency-based training requirements as required by the Department of Labor (DOL) and Local Workforce Board. All data sharing between parties will comply with FERPA regulations to maintain the confidentiality and security of student information.
- iii. Maintain and Coordinate Partnerships: Maintain and expand partnerships with Institutions of Higher Education (IHE) and Alternative Certification Programs (ACP). This includes successfully securing additional partners who value the program's purpose and goals, ensuring long-term sustainable programming that supports the development of high-quality teachers.
- iv. RI Provider and Competency-based Training. The program sponsor serves as a Registered Training Instruction (RTI) provider in relation to competency-based training and accordingly agrees to subcontract specific roles and responsibilities to employer partners for training implementation and facilitation. The program sponsor ensures that on-the-job, “micro-credential” training resources are readily accessible and aligned to competency program standards and can be effectively implemented by the employer.
- viii. Funding Eligibility Maintenance. Facilitate and coordinate the eligibility and maintenance process for Workforce Innovation and Opportunity Act (WIOA) funding and communicate timelines, and resources and technical assistance to support completion of this process for each apprentice. This includes providing and paying for training, tuition, and related expenses on behalf of eligible apprentices to RI providers (colleges, universities or alternative certification providers) and employers subcontracted to implement and facilitate the competency-based training program requirements with funds allocated per apprentice within their training award from workforce development partners.

- ix. Talent Acquisition. Provides resources and information to support employer-initiated recruitment strategies to support localized program goals.
- x. Advocacy and Public Relations. Engage in public relations and advocacy efforts related to Teacher certifications and apprenticeship programs to elevate the teaching profession and share program success.

- **Employer Partner**

- i. Program Standards. Maintain compliance with Program Standards and Competencies to ensure apprentices meet program requirements, earn compensation for skill gains, and are assigned an IHE partner that meets the individual needs of the apprentice while ensuring accountability for maintaining grades and successfully completing all program components.
- ii. Talent Acquisition. Initiates and engages in recruiting and hiring apprentices for employment and placement based on campus vacancies, ensuring a qualified pool of candidates for the apprenticeship program that meets the employer's needs. Recruitment strategies must be engaged a minimum of once per year.
- iii. Placement & Mentorship. Assigns mentors/cooperating teacher to apprentices completing their residency (on-ramp 4) to guide and support them as they acquire hands-on experience. Designates a success coach, or a similarly placed role, for all apprentices in on-ramps 1-3 to support continuous development and the implementation of competency-based training. Ensures placements that create meaningful work experience aligned with the learning objectives of the apprenticeship program, facilitating the practical application of learned skills.
- iv. On-the-Job Training. Provides apprentices with on-the-job training aligned with the Program standards and competencies. Training is tailored to the apprentice's current role and complements the Related Technical Instruction (RTI) delivered by the provider. Training is required on a monthly basis to complete seven (7) micro-credentials or competency-based training within each onramp, and proficiency must be demonstrated using a defined rubric.
- v. Performance Evaluation & Program Progression. Evaluate the apprentices' performance in the workplace and provide feedback to both the apprentice and the program sponsor on progression within the program to foster continuous improvement and development as necessary.
- vi. Communication: Maintains open communication with the Program Sponsor and RI providers regarding any apprentice changes within 5 (five) days to ensure transparency and effective program management.
- vii. Program Records & Compliance: Adherence to federal reporting and compliance requirements and accurate maintenance of program records to uphold the program's integrity. Data management and training will be conducted in the designated software application provided by the Program Sponsor and RAPIDS to track metrics required by the Department of Labor (DOL) and

Local Workforce Board. All data sharing between parties will comply with FERPA regulations to maintain the confidentiality and security of student information.

- viii. Sustainability & Economic Mobility. Ensure the sustainability of the program by managing internal budgets and internal funding strategies that support the sustainability of the program that meets the talent acquisition needs of the employer, including low-cost/no-cost pathways for teacher certification. Supports apprentices in achieving economic mobility by providing opportunities for career advancement and increased earning potential through the apprenticeship program.
- ix. Safety and Compliance. Maintains a safe working environment and adheres to all occupational safety and health regulations, ensuring the well-being of all apprentices.
- x. PREP Compliance. Ensure compliance with all PREP Grow Your Own (GYO) program requirements as outlined in Section IV of this Agreement, including but not limited to providing monthly release time, maintaining at least 25% instructional engagement in Apprentice job assignments, assigning a trained cooperating teacher, and supporting the tracking of bachelor's degree progress, EPP enrollment, and certification milestones.

- **RI Provider**

- i. Program Standards. Maintain sole responsibility for all aspects of any RTI Program Certification, certification, curriculum, and applicable accreditations.
- ii. Admissions. Retain sole discretion in admission decisions but agrees to collaborate with the Sponsor and the Employer to ensure Apprentices identified meet RI Provider's eligibility requirements and demonstrate readiness to successfully complete the relevant certification program requirements.
- iii. Communication. Identification of a single point of contact for both Sponsor and the Employer to manage all aspects related to admissions, enrollment, advising, and billing. This designated point of contact will coordinate internally within 240 Certification to ensure appropriate support and assistance. Keeping Parties informed of the certification progress of Apprentices in the Program.
- iv. The RI provider develops curriculum in alignment with the Texas Administrative Code, Chapter 228, ensuring it is relevant for the teacher certification process and meets our program's standards. They provide personal advisors to assist in navigating coursework, content exams, and any applicable field experience.
- v. Additionally, the RI provider regularly assesses apprentices' progress and communicates this to employer partners and, when applicable, the program sponsor. They work closely with employer partners and the program sponsor support Apprentices in meeting all certification requirements within program timelines, regularly assess Apprentices' progress and communicate updates to Employer Partners regarding enrollment status, coursework completion, and certification readiness, and work closely with Employer Partners to align field-based experiences with on-the-job training to ensure program progression and completion.

- vi. Moreover, the RI provider ensures accurate maintenance of program records, compliance with regulatory requirements, and proper data management. They utilize designated software to track required metrics and ensure all data sharing complies with FERPA regulations, safeguarding student information.

#### **IV. PREP Grow Your Own (GYO) Requirements**

This section outlines the shared expectations and commitments between Parties to ensure the successful implementation of the PREP Program requirements in compliance with Texas Education Code Section 21.906 and 48.157 and relevant Texas Administrative Code sections.

- Degree + EPP Enrollment
  - i. Apprentices must:
    1. Complete a bachelor's degree, and
    2. Enroll in a Texas approved EPP, within three (3) years of beginning participation in the GYO program.
- Employment + Instructional Role
  - i. Employer Partners will ensure:
    1. Apprentices remain employed throughout participation
    2. Apprentices spend at least 25% of their workday in instructional support activities, including:
      - a. Small group instruction
      - b. Lesson preparation
      - c. Instructional support under supervision
- Release Time
  - i. Apprentices will receive monthly scheduled release time to support:
    1. Degree completion
    2. EPP coursework
    3. Field-based experience
- Supervised Teaching Practices
  - i. Apprentices will be:
    1. Paired with a cooperating teacher
    2. Provided structure opportunities to:
      - a. Practice teaching
      - b. Lead Instructional routines
      - c. Engage in lesson planning
- Certification Milestone
  - i. Apprentices participating in the PREP GYO pathway will obtain an Educational Aide III certification within the first year, if applicable.
- Transition Supports
  - i. Apprentices will receive guidance, advising and transition supports designed to support successful progression through the program and satisfaction of teacher preparation requirements under applicable Texas Education Code Sections 21.04421, 21.04422 or 21.04423.

## V. Tuition, Billing and Payment Terms

The Parties agree to the following payment and billing terms:

- i. Tuition and fees per Apprentice. The pricing outlined below includes 2 years of enrollment in 240 Certification, program tuition, and field experience payments.
  - \$4,235 per Clinical Teaching ApprenticeAn apprentice's enrollment in 240 Certification beyond 2 years will incur additional extension payments, currently set at \$750 for the 3rd year of enrollment, \$1300 for the 4th year of enrollment, and \$1850 for the 5th year of enrollment. The above pricing does not include applicable state fees for testing, certificate applications and renewals, fingerprinting/background checks, and any other state required expenses that may be implemented. These applicable state fees are typically paid out-of-pocket by the Apprentice and/or employer.
- ii. Invoice schedule. RI Provider will submit invoices to Sponsor and Employer in November for Apprentices enrolled during the preceding months of May through October. RI Provider will submit monthly net-30 invoices to Sponsor and Employer for each Apprentice enrolled during the months of November through April.
- iii. Payment terms. Sponsor agrees to pay for each enrolled Apprentice eligible for Workforce Innovation Opportunity Act funding up to the allowable amount as invoiced to workforce board partners as an approved Education & Training Provider in Texas, payable upon receipt of funding. Any WIOA funding received by the Sponsor by the end of November will be applied to the eligible Apprentice's tuition or fees. The Employer agrees to pay in full for each enrolled Apprentice pursuant to the above tuition schedule up to the annual apprentice contribution amount, any remaining balance not covered by Sponsor by December 20<sup>th</sup>. Any WIOA funding received by the Sponsor, after the end of November will be sent to the Employer as reimbursement for Employer paid tuition and fees to the RI Provider, as part of the approved program cost for each eligible apprentice. Any funds collected and not applied to eligible program training costs will be sent back to the Sponsor for submission to the local workforce development board.
- iv. Withdrawal terms. The Employer must provide communication for a withdrawn Apprentice within five (5) days of withdrawal to prevent any future fiduciary responsibility. The above-identified tuition and fees are due for each enrolled Apprentice, regardless of withdrawal date. The RI provider agrees to apply any unused tuition against future apprentice tuition and fees. Any portion that was paid with WIOA funding will be submitted back to the local workforce development board by the Sponsor.

## IV. Logo Use and Branding

Each Party reserves the right to control the use of its name, logo, trademarks, and any other identifying marks ("Marks") in every respect. Each Party agrees to obtain prior express written permission from the other before such usage, except as otherwise permitted under this Agreement. edwell, Inc. desires to use the logos of each employer partner on the website for enrichED Pathways. The use of Marks shall be consistent with any communicated guidelines or directions. In the event of termination or expiration of this Agreement, each Party shall remove the other Party's information from its website and cease use of the other Party's Marks.

## **V. Innovation and Resource Sharing**

Our collaboration is founded on mutual respect and a shared vision for the professional growth of apprentices within the Program. By following the guidance of the Texas Administrative Code, we commit to fostering an environment that is both nurturing and rigorous, equipping future educators with the skills and knowledge necessary to excel in their teaching careers.

The Parties commit to working together to enhance innovation in the Related Technical Instruction (RTI) for the Program. They aim to consistently enrich the educational journey and achievements of apprentices. Additionally, they seek to discover resource-sharing opportunities that can streamline program delivery. This collaboration sets a benchmark for apprenticeship strategies that effectively integrate on-the-job training with academic credit.

## **VI. Data Sharing**

The Parties agree to share apprentice information and data as necessary for the administration of the Program and for fulfilling reporting requirements to the Department of Labor or other regulatory bodies. Such data sharing shall be conducted in full compliance with applicable federal, state, and local privacy laws, including the Family Educational Rights and Privacy Act (FERPA), where applicable. The Parties agree to:

- i. Implement and maintain appropriate safeguards to prevent unauthorized access to or use of apprentice information.
- ii. Ensure that access to apprentice information is limited to individuals authorized by this MOU and who require such information to perform their Program duties.
- iii. Notify each other promptly of any breach or suspected breach of confidentiality or data security concerning apprentice information.
- iv. Parties will execute any additional agreements or documents as may be necessary to facilitate the lawful sharing of apprentice data in accordance with the purposes of this MOU.

## **VII. Progress Monitoring**

The Parties agree to meet at a regular cadence (no less than quarterly) to review:

- Apprentice progress towards program completion
- Certification milestones and program outcomes

## **VIII. Non-discrimination**

Neither Party will discriminate against any individual based on race, religion, creed, color, gender, sexual orientation, age, disability, veteran status, national origin, or other protected status or characteristic.

## **VIII. Confidentiality**

All Parties agree to maintain the confidentiality of any proprietary or confidential information received from the other party during the term of this MOU or in connection with the Program. Confidential information shall not be disclosed to any third parties without prior written consent, except as required by law or as necessary for the performance of the Program.

## IX. Termination

This MOU may be terminated by either party upon written notice to the other party within 90 days of each renewal period. Termination may result from failure to comply with the terms and conditions of this MOU, failure to fulfill the obligations set forth herein, or changes to the Program that materially affect the partnership. Upon termination, both parties agree to settle all accounts and complete all pending obligations related to the Program within [specified time] days from the date of termination. In the event of termination, all Parties shall ensure that all confidential apprentice information is handled in a manner consistent with the confidentiality provisions of this MOU and any applicable laws and regulations.

## X. Amendments

This MOU may be amended only by a written agreement duly executed by authorized representatives all Parties.

## Miscellaneous

1. Licensing Jurisdiction. **240 Certification** programs leading to professional licenses will continue to meet the applicable requirements of the licensing authorities in the State of Texas. To the extent applicable, **240 Certification's** personal advisors will work with Apprentices enrolled in these programs under this Agreement to obtain a license in the State of Texas.
2. This Agreement will be governed by the laws of the State of Texas, without regard to its conflict of laws rules.
3. No Relationship. Sponsor and RI Provider are independent contractors and nothing in this Agreement shall be construed to create an agency, employer/employee, partnership, joint venture, or any other relationship between the Parties.
4. Entire Agreement. This Agreement supersedes any prior agreements, whether oral or written, between the Employer Partner and RI Provider relating to the subject matter of this Agreement. This Agreement may only be modified by a written amendment signed by both Parties.

## Signatures

The undersigned confirms having read and understood terms and conditions stated above and affirms possessing the authority to execute this document and engage in the activities outlined herein.

### 240 Certification

Authorized Representative	
Title	
Phone	
Email	
Signature	
Date	

### *edwell*

Authorized Representative	
Title	
Phone	
Email	
Signature	
Date	

### *Employer*

Authorized Representative	
Title	
Phone	
Email	
Signature	
Date	