

Memorandum of Understanding (MOU)

Between
The Wayne County Board of Education
and
Apprenticeship Wayne at Wayne Community College

For the Implementation of a Registered Apprenticeship Program with ApprenticeshipNC

Section I: Definitions

For the purposes of this MOU, the following terms shall have the meanings indicated:

- **Apprentice:** An individual participating in the Registered Apprenticeship program, receiving both on-the-job training and related instruction under this MOU.
- **Sponsor:** The organization responsible for the overall administration, compliance, and oversight of the Registered Apprenticeship program. For the purposes of this MOU, Apprenticeship Wayne at Wayne Community College will be the Sponsor.
- **Employer:** The business or organization providing on-the-job training and supervision for apprentices. For the purposes of this MOU, the Wayne County Board of Education shall be the Employer.
- **Related Instruction:** Structured learning or instructional activities that are part of the approved apprenticeship standards or training plan, delivered at a community college or other approved training site.

Section II: Purpose

The purpose of this Memorandum of Understanding (MOU) is to establish a collaborative partnership between the Sponsor, Employer, and Wayne Community College to implement a Registered Apprenticeship program. This partnership outlines the roles and responsibilities of each party in providing structured on-the-job training, related instruction, and support necessary for apprentices to develop the skills, knowledge, and competencies required for successful program completion and career advancement.

Section III: Effective Period and Renewal

3.1 This MOU shall become effective on the date of the last signature and will remain in effect for a period of **five years**, unless otherwise amended or terminated by mutual written agreement of all parties.

3.2 The MOU may be renewed for additional periods upon the mutual written consent of all parties.

3.3 Any party may terminate participation in this MOU with a 30-day written notice to the

other parties. Termination shall not affect obligations already incurred prior to the termination date, unless termination is due to a loss of funding.

Section IV: Apprentice Compensation

4.1 Apprentices will be compensated for time spent participating in required related instruction or other structured learning activities as outlined in the approved apprenticeship standards or training plan. Such compensation shall be determined in a separate agreement between the Employer and the Apprentice.

4.2 Compensation ensures that apprentices receive equitable pay for both their on-the-job training and the instructional components necessary to achieve the competencies and credentials associated with the program. Any compensation over 40 hours will result in overtime pay.

4.3 Related instruction may occur at a community college or other approved training site as designated by the sponsor or participating employer.

4.4 The Apprentice shall comply with any background checks or other hiring procedures and requirements imposed by the Employer.

Section V: Related Instruction Delivery and Oversight

5.1 The sponsor, in partnership with the community college or other approved training provider, will ensure that related instruction aligns with the skills, knowledge, and competencies identified in the apprenticeship standards.

5.2 The community college or training provider will deliver the related instruction component in accordance with state and federal apprenticeship requirements.

5.3 The sponsor and employer will coordinate scheduling and attendance expectations to ensure apprentices have the opportunity to complete all required instructional hours without interruption to their employment or training progression.

5.4 Documentation of apprentice participation and progress in related instruction will be maintained and reported to the sponsor in accordance with program compliance standards.

Section VI: Sponsor and Employer Responsibilities

6.1 The sponsor and participating employer agree to provide employment, supervision, and structured on-the-job training consistent with the occupation's work processes and performance standards.

6.2 The sponsor will maintain the apprenticeship standards, ensure compliance with all applicable federal and state regulations, and serve as the primary point of contact for all program partners.

6.3 The employer will provide a safe working and learning environment, pay wages in accordance with the program's wage progression schedule, and support the apprentice's participation in related instruction activities.

6.4 The sponsor and employer will collaborate with the community college or training

provider to monitor apprentice progress, ensure program quality, and address any issues that may affect successful completion.

Section VII: Roles and Responsibilities

Role	Responsibilities
Sponsor	<ul style="list-style-type: none"> • Maintain the apprenticeship standards and overall program compliance • Ensure alignment of on-the-job training and related instruction • Serve as the primary point of contact for all partners • Monitor apprentice progress and address program issues
Employer	<ul style="list-style-type: none"> • Provide employment, supervision, and structured on-the-job training • Ensure a safe working and learning environment • Pay wages according to the program’s wage progression schedule • Support apprentice participation in related instruction activities
Community College / Training Provider	<ul style="list-style-type: none"> • Deliver related instruction aligned with apprenticeship standards • Maintain attendance and progress records • Coordinate with Sponsor and Employer on scheduling and instructional needs • Ensure compliance with state and federal training requirements
Apprentice	<ul style="list-style-type: none"> • Participate in both on-the-job training and related instruction • Complete all required assignments, assessments, and hours • Follow workplace safety and conduct standards • Communicate regularly with Employer, Sponsor, and College regarding progress

Section VIII: General Terms and Conditions

Entire Agreement: This MOU, and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This MOU supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this MOU. To the extent there may be any conflict between the four corners of this MOU and other documents incorporated by reference herein, the terms of this MOU will control.

Contract Situs: North Carolina law will govern the interpretation and construction of the Contract. All matters, whether standing in contract or tort relating to the validity,

construction, interpretation, and enforcement of the Contract will be determined in Wayne County, North Carolina.

Relationship of the Parties: Sponsor and Community College shall be independent entities from the Employer, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Sponsor or Community College be construed as an employee, agent, or principal of the Employer.

E-Verify Compliance: Sponsor and Community College shall not employ any individuals to provide services to the Employer who are not authorized by federal law to work in the United States. Sponsor and Community College each represent and warrant that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Sponsor and Community College shall also ensure that any subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this MOU.

Applicable Board Policies: Sponsor and Community College acknowledges that the Wayne County Board of Education has adopted policies governing conduct on all property owned by the Board of Education and agrees to abide by any and all relevant board policies while on its property. Sponsor and Community College acknowledge that these policies are available online on the Board's website. In particular, Sponsor and Community College acknowledge that each has received copies of or has access to (via the Wayne County Public Schools' website) and will abide by all applicable Wayne County Board of Education policies, including but not limited to policies related to conduct on school property, weapons, drugs and alcohol, tobacco, and interactions with staff and students.

Section XI: Signatures

By signing below, the parties affirm their understanding and agreement to the terms outlined in this Memorandum of Understanding. Each party commits to fulfilling the responsibilities described herein to ensure the success and integrity of the apprenticeship program.

This MOU becomes effective on the date of the final signature and will remain in effect until modified or terminated by mutual consent of all parties.

	Name / Title	Organization	Signature	Date
Employer Representative	_____			
Sponsor Representative	_____			
Community	_____			

College
Representative
