Division of Apprenticeship Standards (DAS)

Apprenticeship Program Summary Sheet

To: Curtis Notsinneh, ChiefFrom: Tsegay ArefaineCC: Program Planning and Review

Date: January 29, 2024

Program Name:OpenClassrooms Inc.Industry:Information TechnologyDAS File No.:101016Grant Awardee:□ No⊠ YesCAI Grant 2023

Actions:

- □ Proposed new apprentice program
- Existing apprenticeship program adding new occupations
- **□** Existing apprenticeship program expanding area of operations
- **□** Existing apprenticeship program changing work processes on approved occupations.

Labor Organizations Representing Any of the Apprentices:

None

Request for Approval under Labor Code 3075:

OpenClassrooms Inc. is not intended to train in the building and construction trades and is not eligible to dispatch apprentices to projects with public works, prevailing wage or skilled and trained workforce requirements within the meaning of Labor Code sections 1720 and 3075 and will not train or dispatch apprentices in the building and construction trades or firefighters occupations.

Comments:

OpenClassrooms Inc. operates a fully online competency-based education model that brings together online courses, real-life projects, high-touch one-on-one weekly mentorship, and peer community to teach skills and competencies needed for in-demand jobs.

OpenClassrooms Inc. will oversee the apprenticeship program herein and seeks approval from the Department of Industrial Relations, Division of Apprenticeship Standards for the following:

Proposed Occupation, Wage Rate & O*Net Code:

•	Cybersecurity Analyst	C)*Net:	15-1212.00
	Professional Worker Wage:	\$29.00 per hour		
	Proposed Apprentice Wage:	\$20.50 per hour		
	Proposed No. of Apprentices:	5-15		

No Changes to Currently Approved Occupations:

•	Digital Marketer	O*Net:	13-1161.01
٠	Data Analyst	O*Net:	15-2041.00
٠	Help Desk Technician	O*Net:	15-1232.00
•	Application Developer	O*Net:	15-1252.00

Proposed Employers:

- Global CTI 5329 Office Center Ct., Suite 200 Bakersfield, CA 93309
- TabletKiosk, 2832 Columbia Street, Torrance, CA 90503
- Guevara Family Dentistry, 652 East Regent Street, Inglewood, CA 90301

OpenClassrooms Inc. Program Standards

Incorporating and Adopting

U.S. Department of Labor, Office of Apprenticeship Approved Standards

106 W. 32nd St., New York, NY 10001 (929) 376-0101 zachary.waddell@openclassrooms.com / https://openclassrooms.com/en/

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Article I Purpose and Policy – CA LC §3075, 3076, 3089; CCR §205, 206, 212.1, 212.2, 218

The parties hereto declare their purpose and policy to incorporate the attached standards approved by the U.S. Department of Labor Office of Apprenticeship to establish an organized, planned system of apprenticeship conducted as an education-sponsored, employer-based undertaking. All provisions in the U.S. Department of Labor Office of Apprenticeship attached hereto, that do not conflict with California laws and regulations shall be incorporated, adopted and agreed upon under the Shelley-Maloney Apprentice Labor Standards Act of 1939, as amended, to govern the employment and training of apprentices in the trade, craft or occupation defined herein, to become effective upon their approval under the California standards. In case of conflict of law, California Law shall prevail. No Section of these standards of apprenticeship shall be construed as permitting violation of any Federal Law or Regulations and the State of California Law or Regulations.

These standards shall apply to the employer and employee organizations signatory hereto, their members, to other employers who subscribe hereto or who are party to a collective bargaining agreement with an employee organization(s) signatory hereto and to all apprentice agreements hereunder. An "Employer Agreement" [DAS-752, see attachment D] will be provided to specify the information particular to that employer as noted herein, including the option to waive or offer participation on the committee, employer committee members will be selected as outlined in the rules & regulations.

Article II Craft, Trade, Occupation – CA LC §3078 (c); CCR §212 (a,1)

The approved occupations are set forth in the U.S. Department of Labor Office of Apprenticeship standards attached to this California State standard. Additional occupations may be added or deleted by the above-named master apprenticeship committee by first submitting the proposed change(s) to the U.S. Department of Labor Office of Apprenticeship. Once the U.S. Department of Labor Office of Apprenticeship approves the change, the revised standards may be submitted to the California Division of Apprenticeship Standards (DAS) for approval of the Administrator of Apprenticeship.

Article III Occupations – CA LC §3078.5

The occupational supplement(s) included in the attached U.S. Department of Labor Office of Apprenticeship standards set forth the terms of the occupation, ratio, work processes, and related supplemental instruction for each individual occupation.

Article IV Responsibilities of Program Sponsor – CA LC §3076, 3076.3; CCR §205, 206, 212, 212.3

The program sponsors are responsible for the administration and enforcement of all aspects of a Registered Apprenticeship program. Sponsor means any person, association, committee, or organization operating an apprenticeship program and in whose name the program is (or is to be) registered or approved.

Sponsors with multiple employers will establish an Apprenticeship Training Committee to fulfill the responsibilities and duties required of a Program Sponsor as described in the attached U.S. Department of Labor Office of Apprenticeship standards.

In addition, the Sponsor(s) agree to (1) supervise the administration and enforcement of these standards; (2) adopt such rules and regulations as are necessary to govern the program provided that the rules and regulations do not conflict with these standards and provide a copy of such to each apprentice; (3) conduct orientations, workshops or other educational sessions for employers to explain the apprenticeship program's standards and the operation of the apprenticeship program; (4) pass upon the gualification of employers and, when appropriate, to suspend or withdraw approval; (5) conduct on-going evaluation of the interest and capacity of employers to participate in the apprenticeship program and to train apprentices on the job; (6) determine the qualifications of apprentice applicants and ensure fair and impartial treatment of applicants for apprenticeship selected through uniform selection procedures; (7) file a signed copy, written or electronic, of each apprentice agreement with the Division of Apprenticeship Standards, within 30 days of execution, with copies to all parties to the agreement; (8) establish and utilize a procedure to record and maintain all records of the apprentice's worksite job progress and progress in related and supplemental instruction; (9) establish and utilize a system for the periodic review and evaluation of the apprentice's progress in job performance and related instruction; (10) discipline apprentices, up to and including termination, for failure to fulfill their obligations on-the-job or in related instruction, including provisions for fair hearings; (11) annually prepare and submit a Self-Assessment Review as well as a Program Improvement Plan to the Chief of the Division of Apprenticeship Standards; (12) ensure training and supervision, both on the job and in related instruction, in first aid, safe working practices and the recognition of occupational health and safety hazards; (13) ensure training in the recognition of illegal discrimination and sexual harassment; (14) establish an adequate mechanism to be used for the rotation of the apprentice from work process to work process to assure the apprentice of complete training in the apprenticeable occupation including mobility between employers when essential to provide exposure and training in various work processes in the apprenticeable occupation; (15) establish an adequate mechanism that will be used to provide apprentices with reasonably continuous employment in the event of a lay-off or the inability of one employer to provide training in all work processes as outlined in the standards; (16) have a Local Education Agency (L.E.A.) provide a letter approving the Related and Supplemental Instruction pursuant to LC 3074 [see Attachment A]; (17) grant apprentices credit for previous experience; (18) apprenticeship

programs with more than one employer or an association of employers shall include provisions sufficient to ensure meaningful representation of the interests of apprentices in the management of the program; (19) adopt changes to these standards, as necessary, subject to the approval of the parties hereto and the Chief of the Division of Apprenticeship Standards.

Article V Apprentice Agreements – CA LC § 3077, 3077.5, 3078, 3079, 3086; CCR §205, 206, 207

To obtain approval in the State of California, the program sponsor shall register Apprentices, by electronic or other means, to the Division of Apprenticeship Standards within 30 days of execution of the Apprentice Agreement [California Apprenticeship Agreement (DAS-1), see attachment C] in addition to having already been registered for federal purposes by the U.S. Department of Labor, Office of Apprenticeship. These standards, and the U.S. Department of Labor standards, shall be a part of the apprenticeship agreement. Apprentices shall be furnished with a copy of the standards or given an opportunity to read them before registration.

An apprentice is a person at least 18 years of age, who has met the requirements for selection under the selection procedures of participating employer, who is engaged in learning a designated craft or trade and who has entered into a written apprentice agreement under the provisions of these standards. If the apprentice is under 18 years of age, the agreement must be signed by the apprentice's parent or guardian. When the period of training extends beyond 18, the apprentice agreement shall likewise be binding to such a period as may be covered. A program sponsor shall not provide a maximum age for apprentices.

Each apprentice agreement shall conform to the State law governing apprentice agreements, and shall be signed by the employer, by the program sponsor, and by the apprentice and must be approved by the apprenticeship committee. Each apprentice shall be furnished a copy of or be given an opportunity to study these standards before registration. These standards shall be considered a part of the apprentice agreement as though expressly written therein.

During the probationary period, an apprentice agreement shall be terminated by the apprenticeship committee at the request in writing of either party. After such probationary period, an apprentice agreement may be terminated by the Administrator by mutual agreement of all the parties thereto or cancelled by the Administrator for good and sufficient reason.

If an employer is unable to fulfill his/her obligations to train under any apprentice agreement or in the event of a layoff, the apprenticeship committee may, with the approval of the Administrator, transfer such agreement to any other signatory employer if the apprentice consents, and such other employer agrees to assume the obligation of said apprentice agreement.

Article VI Hours and Working Conditions – CA LC §3078 (k); CCR §208 (a, d), 209, 210, 212

Apprentices shall work under and with competent professional workers and/or instructors and shall be assigned to work and learning tasks so that they obtain the diversified training on-the-job provided for in the apprenticeship standards.

The workday and workweek and all other conditions of employment for apprentices shall conform to all applicable laws and regulations and shall not be greater than for those of a professional worker.

Overtime shall not be allowed if it will interfere with or impair the training or be detrimental to the health and safety of the apprentice.

There shall be no liability on the part of the employer for an injury sustained by an apprentice engaged in schoolwork at a time when the employment of the apprentice has been temporarily or permanently terminated.

Article VII Wages and Wage Progression – CA LC §3076, 3078 (f); CCR §208 (a, d), 212 (a, 5)

The wages shall be a progressively increasing wage, employee benefits and other compensation as set by Section CCR §208 and CA LC §3078 (f).

In no case shall an Apprentice receive a starting wage that is less than the applicable federal, state or local entity (city or county) minimum wage, whichever is higher for the county or city where the apprentice is working. The applicable minimum wage law shall establish the effective date of the minimum wage.

Where wages/wage schedules differ from or require clarification of, the attached U.S. Department of Labor Office of Apprenticeship standards, the following wage schedule applies:

To advance from one period to the next, the apprentice shall have met the following requirements:

Help Desk Technician O*Net Code 15-1232.00

1st period	0 Competencies	\$20.50 /hr. (wage until completion of 21 competencies)
Ending Wage	21 Competencies	\$25.00 /hr. (wage after completion of program)
Digital Marketer	· O*Net Coc	de 13-1161.01
1st period	0 Competencies	\$20.50 /hr. (wage until completion of 27 competencies)
Ending Wage	27 Competencies	\$25.00 /hr. (wage after completion of program)

Cybersecurity Analyst O*Net Code 15-1212.00

1st period0 Competencies\$20.50 /hr. (wage until completion of 13 competencies)Ending Wage13 Competencies\$29.00 /hr. (wage after completion of program)

Time spent in related and supplemental instruction may not be compensated.

Article VIII Responsibilities of Apprentices – CCR §205, § 206, 207, 212

Each apprentice, having entered into an apprenticeship agreement, shall satisfactorily perform all work and learning assignments both on the job and in related instruction and shall comply with the standards, rules, regulations and decisions of the apprenticeship committee.

Article IX Certificate of Completion - CCR §205, 212, 224

A "Certificate of Completion of Apprenticeship", attesting to the completion of an apprenticeship, will be issued under the authority of the Division of Apprenticeship Standards upon receipt of such competent evidence as may be required.

Article X Controversies – CA LC §3078 (h), 3081; CCR §201

All controversies or differences concerning apprentice agreements, that cannot be adjusted locally by the apprenticeship committee or otherwise, shall be submitted to the Administrator

Article XI Written Applications

OpenClassrooms Inc. will be accepting continuous electronic applications through their website at https://www.openclassrooms.com.

Article XII Records

All records will be maintained, in written or electronic form, for five years and kept at:

OpenClassrooms Inc. 106 W. 32nd St. New York, NY 10001

Article XIII Modification of Standards - CA LC § 3073, 3075, 3078, 3078.5; CCR §205, 212 (b,13)

These standards shall be modified to conform to any changes in prevailing practices, conditions and wages in the area and the industry when such changes occur. Requests of the

program sponsor for modification are subject to the approval of the Administrator of Apprenticeship.

Article XIV Collective Bargaining Agreements - CA LC 3086

Where applicable, if the employer(s) has a collective bargaining agreement with a labor organization applicable to these occupation(s), approval by the labor organization will be affixed to the Employer Agreement (DAS-752).

Nothing hereunder, nor in any approved apprentice agreement, shall operate to invalidate any apprenticeship provision in any collective bargaining agreement between employers and employees setting up higher apprenticeship standards.

OpenClassrooms Inc. agrees to accept electronic signatures for these Division of Apprenticeship Standards and all related Division of Apprenticeship Standards documents.

The foregoing standards are hereby agreed to and adopted by OpenClassrooms Inc. on November 7, 2023 (Committee approval date).

Employer Organization

OpenClassrooms Inc. 106 W. 32nd St. New York, NY 10001

Pierre Dubuc, CEO

Date

The foregoing apprenticeship standards, being in conformity with the applicable California Labor Code, California Code of Regulations and Federal Regulations, are hereby approved

(DAS approval date)

Curtis Notsinneh, Chief Division of Apprenticeship Standard

Date



Registered Apprenticeship Standards

National Program Standards

OpenClassrooms Inc.

Occupations: For All Occupations Listed in These Standards

O*NET-SOC Codes: See Appendix A

RAPIDS Codes: See Appendix A

Developed in Cooperation with the U.S. Department of Labor Office of Apprenticeship

Approved by the U.S. Department of Labor Office of Apprenticeship

Registered By: _

(For Government Use Only)

Signature: ______ (Sign here for National or Local Apprenticeship Standards)

Title: Administrator

Office of Apprenticeship _____

April 24, 2024

Registration Number: 2024-ZA-128913

 $\hfill\square$ Check here if these are revised Standards



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SECTION I – STANDARDS OF APPRENTICESHIP 29 CFR § 29.5

A. Responsibilities of the sponsor: *OpenClassrooms Inc.*, must conduct, operate, and administer this program in accordance with all applicable provisions of Title 29 Code of Federal Regulations (CFR) part 29, subpart A and part 30, and all relevant guidance issued by the Office of Apprenticeship (OA). The sponsor must fully comply with the requirements and responsibilities listed below and with the requirements outlined in the document "Requirements for Apprenticeship Sponsors Reference Guide."

Sponsors shall:

- Ensure adequate and safe equipment and facilities for training and supervision and provide safety training for apprentices on-the-job and in related instruction.
- Ensure there are qualified training personnel and adequate supervision on the job.
- Ensure that all apprentices are under written apprenticeship agreements incorporating, directly or by reference, these Standards and the document "Requirements for Apprenticeship Sponsors," and that meets the requirements of 29 CFR § 29.7. Form ETA 671 may be used for this purpose and is available upon logging into RAPIDS.
- Register all apprenticeship Standards with the U.S. Department of Labor, including local variations, if applicable.
- Submit apprenticeship agreements within 45 days of enrollment of apprentices.
- Arrange for periodic evaluation of apprentices' progress in skills and technical knowledge, and maintain appropriate progress records.
- Notify the U.S. Department of Labor within 45 days of all suspensions for any reason, reinstatements, extensions, transfers, completions and cancellations with explanation of causes. Notification may be made in RAPIDS or using the contact information in Section K.
- Provide each apprentice with a copy of these Standards, Requirements for Apprenticeship Sponsors Reference Guide, Appendix A, and any applicable written rules and policies, and require apprentices to sign an acknowledgment of their receipt. If the sponsor alters these Standards or any Appendices to reflect changes it has made to the apprenticeship program, the sponsor will obtain approval of all modifications from the Registration Agency, then provide apprentices a copy of the updated Standards and Appendices and obtain another acknowledgment of their receipt from each apprentice.



• Adhere to Federal, State, and Local Law Requirements -- The Office of Apprenticeship's registration of the apprenticeship program described in these Standards of Apprenticeship on either a nationwide basis (under the National Program Standards of Apprenticeship) or within a particular State, and the registration of individual apprentices under the same program, does not exempt the program sponsor, and/or any employer(s) participating in the program, and/or the individual apprentices registered under the program from abiding by any applicable Federal, State, and local laws or regulations relevant to the occupation covered by these Standards, including those pertaining to occupational licensing requirements and minimum wage and hour requirements.

The program's Standards of Apprenticeship must also conform in all respects with any such applicable Federal, State, and local laws and regulations. Any failure by the program to satisfy this requirement may result in the initiation of deregistration proceedings for reasonable cause by the Office of Apprenticeship under 29 CFR § 29.8.

B. Minimum Qualifications - 29 CFR § 29.5(b)(10)

An apprentice must be at least <u>18</u> years of age, except where a higher age is required by law, and must be employed to learn an apprenticeable occupation. Please include any additional qualification requirements as appropriate (optional):

- There is a physical requirement of: Applicants must be physically capable of performing the essential functions of the apprenticeship program, with or without reasonable accommodation, and without posing a direct threat to the health and safety of the individual or others.

C. Apprenticeship Approach and Term - 29 CFR § 29.5(b)(2)

The apprenticeship program(s) will select an apprenticeship training approach. The approach is notated in Appendix A, APPRENTICESHIP APPROACH.

D. Work Process Schedule and Related Instruction Outline - 29 CFR § 29.5(b)(4)

Every apprentice is required to participate in related instruction in technical subjects related to the occupation. Apprentices *will not* be paid for hours spent attending related instruction classes. The Work Process Schedule and Related Instruction Outline are outlined in Appendix A.

E. Credit for Previous Experience - 29 CFR § 29.5(b)(12)

Apprentice applicants seeking credit for previous experience gained outside the apprenticeship program must furnish such transcripts, records, affidavits, etc. that may be appropriate to substantiate the claim. *OpenClassrooms Inc.*, will evaluate the request for credit and make a determination during the apprentice's probationary period.

F. Probationary Period - 29 CFR § 29.5(b)(8) and (20)

Every applicant selected for apprenticeship will serve a probationary period which may not exceed 25 percent of the length of the program or 1 year whichever is shorter. The probationary period is notated in Appendix A, PROBATIONARY PERIOD.



G. Ratio of Apprentices to Journeyworkers - 29 CFR § 29.5(b)(7)

Every apprenticeship program is required to provide an apprenticeship ratio of apprentices to journeyworkers for adequate supervision. The ratio is notated in Appendix A, RATIO OF APPRENTICES TO JOURNEYWORKERS.

H. Apprentice Wage Schedule - 29 CFR § 29.5(b)(5)

Apprentices must be paid a progressively increasing schedule of wages based on either a percentage or a dollar amount of the current hourly journeyworker wage rate. The progressive wage schedule is notated in Appendix A, APPRENTICE WAGE SCHEDULE.

I. Equal Employment Opportunity and Affirmative Action

1. Equal Opportunity Pledge - 29 CFR §§ 29.5(b)(21) and 30.3(c)(1)

OpenClassrooms Inc., will not discriminate against apprenticeship applicants or apprentices based on race, color, religion, national origin, sex (including pregnancy, gender identity, and sexual orientation), sexual orientation, genetic information, or because they are an individual with a disability or a person 40-years old or older.

OpenClassrooms Inc., will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations, part 30.

The equal opportunity pledge applies to the following additional protected bases (as applicable per the sponsor's state or locality):

2. Affirmative Action Program - 29 CFR §§ 29.5(b)(21), 30.4-30.9

OpenClassrooms Inc., acknowledges that it will adopt an affirmative action plan in accordance with 29 CFR §§ 30.4-30.9 (required for sponsors with five or more registered apprentices by two years from the date of the sponsor's registration or by two years from the date of registration of the program's fifth (5th) apprentice). Information and technical assistance materials relating to the creation and maintenance of an affirmative action plan will be made available on the Office of Apprenticeship's website.

3. Selection Procedures - 29 CFR § 30.10

Every sponsor will adopt selection procedures for their apprenticeship programs, consistent with the requirements set forth in 29 CFR § 30.10(b). The selection procedures for each occupation for which the sponsor intends to train apprentices are notated in Appendix A, SELECTION PROCEDURES.



J. Complaint Procedures - 29 CFR §§ 29.5(b)(22), 29.7(k), 29.12, and 29 CFR § 30.14

If an applicant or an apprentice believes an issue exists that adversely affects the apprentice's participation in the apprenticeship program or violates the provisions of the apprenticeship agreement or Standards, the applicant or apprentice may seek relief. Nothing in these complaint procedures precludes an apprentice from pursuing any other remedy authorized under another Federal, State, or local law. Below are the methods by which apprentices may send a complaint:

1. Complaints regarding discrimination. Complaints must contain the complainant's name, address, telephone number, and signature, the identity of the respondent, and a short description of the actions believed to be discriminatory, including the time and place. Generally, a complaint must be filed within **300** days of the alleged discrimination. Complaints of discrimination should be directed to the following contact:

U.S. Department of Labor, Office of Apprenticeship 200 Constitution Ave. NW, Washington, DC 20210 Telephone Number: (202) 693-2796 Email Address: ApprenticeshipEEOcomplaints@dol.gov Point of Contact: Director, Division of Standards and Quality Attn: Apprenticeship EEO Complaints

You may also be able to file complaints directly with the EEOC, or State fair employment practices agency.

2. Other General Complaints. The sponsor will hear and attempt to resolve the matter locally if written notification from the apprentice is received within *15* days of the alleged violation(s). The sponsor will make such rulings as it deems necessary in each individual case within *30* days of receiving the written notification:

Name: <u>Lisa Skelly</u> Address: <u>106 W 32nd Street</u> <u>New York, NY 10001</u> Telephone Number: <u>(404) 421-9097</u> Email Address: <u>lisa.skelly@openclassrooms.com</u>

Any complaint described above that cannot be resolved by the program sponsor to the satisfaction of all parties may be submitted to the Registration Agency provided below in Section K.

K. Registration Agency General Contact Information 29 CFR § 29.5(b)(17)

The Registration Agency is the United States Department of Labor's Office of Apprenticeship. General inquiries, notifications and requests for technical assistance may be submitted to the Registration Agency using the contact information below:

Name: <u>Charles McNeil</u> Address: <u>15 New Sudbury Street JFK Bldg., E-350</u> <u>Boston, MA 02203</u>

Telephone Number: <u>617-788-0153</u> Email Address: <u>mcneil.charles@dol.gov</u>



L. Reciprocity of Apprenticeship Programs 29 CFR § 29.13(b)(7)

States must accord reciprocal approval for Federal purposes to apprentices, apprenticeship programs and standards that are registered in other States by the Office of Apprenticeship or a Registration Agency if such reciprocity is requested by the apprenticeship program sponsor.

Program sponsors seeking reciprocal approval must meet the wage and hour provisions and apprentice ratio standards of the reciprocal State.

SECTION II - APPENDICES AND ATTACHMENTS

- Appendix A Work Process Schedule, Related Instruction Outline, Apprentice Wage Schedule, Ratio of Apprentices to Journeyworkers, Type of Occupation, Term of Apprenticeship, Selection Procedures, and Probationary Period
- Appendix B ETA 671 Apprenticeship Agreement and Application for Certification of Completion of Apprenticeship (To be completed after registration)
- Appendix C Affirmative Action Plan (Required within two years of registration unless otherwise exempt per 29 CFR §30.4(d))
- Appendix D Employer Acceptance Agreement (For programs with multiple-employers only)



SECTION III - VETERANS' EDUCATIONAL ASSISTANCE AS MANDATED BY PUBLIC LAW 116-134 (134 STAT. 276)

Pursuant to section 2(b)(1) of the Support for Veterans in Effective Apprenticeships Act of 2019 (Pub. L. 116-134, 134 Stat. 276), by signing these program Standards, the program sponsor official whose name is subscribed below assures and acknowledges to the U.S. Department of Labor's Office of Apprenticeship the following regarding certain G.I. Bill and other VA-administered educational assistance referenced below (and described in greater detail at the VA's website at: https://www.va.gov/education/eligibility) for which current apprentices and/or apprenticeship program candidates may be eligible:

- (1) The program sponsor is aware of the availability of educational assistance for a veteran or other eligible individual under chapters 30 through 36 of title 38, United States Code, for use in connection with a registered apprenticeship program;
- (2) The program sponsor will make a good faith effort to obtain approval for educational assistance described in paragraph (1) above for, at a minimum, each program location that employs or recruits a veteran or other eligible individual for educational assistance under chapters 30 through 36 of title 38, United States Code; and
- (3) The program sponsor will not deny the application of a qualified candidate who is a veteran or other individual eligible for educational assistance described in paragraph (1) above for the purpose of avoiding making a good faith effort to obtain approval as described in paragraph (2) above.

NOTE: The aforementioned requirements of Public Law 116-134 shall apply to "any program applying to become a registered apprenticeship program on or after the date that is 180 days after the date of enactment of this Act" (i.e., September 22, 2020). Accordingly, apprenticeship programs that were registered by a Registration Agency before September 22, 2020, are not subject to these requirements.



SECTION IV - SIGNATURES

OFFICIAL ADOPTION OF APPRENTICESHIP STANDARDS

The undersigned sponsor hereby subscribes to the provisions of the foregoing Apprenticeship Standards formulated and registered by *OpenClassrooms Inc.*, on this **8th** day of *April 2024*.

The signatories acknowledge that they have read and understand the document titled "Requirements for Apprenticeship Sponsors Reference Guide" and that the provisions of that document are incorporated into this agreement by reference unless otherwise noted.

Signature of Sponsor (designee)Signature of Sponsor (designee)Pierre DubucPrinted NamePrinted NamePrinted Name

SECTION V - DISCLOSURE AGREEMENT—FOR NATIONAL PROGRAM STANDARDS AND LOCAL STANDARDS ONLY (Optional)

OA routinely makes public *general information* relating to Registered Apprenticeship programs. General information includes the name and contact information of the sponsor, the location of the program, and the occupation(s) offered. **OA routinely publicly releases the contents of applications for National Guidelines for Apprenticeship Standards.**

In addition, sponsors submitting National Program Standards or Local Standards have the option of allowing OA to share publicly the contents of a sponsor's application for registration to assist in building a high-quality National Apprenticeship System. This may include a copy of the Standards, Appendix A, and Appendix D (as applicable), but not completed versions of ETA Form 671 or Appendix C "Affirmative Action Plan" because those documents are submitted after a sponsor's application is approved and the program is registered. <u>Please note that OA will consider</u> *a sponsor's application as releasable to the public unless the sponsor requests non-disclosure by signing below.*

I, <u>Pierre Dubuc</u>, acting on behalf of <u>OpenClassrooms, Inc.</u>, request that OA <u>not</u> publicly disclose this application, other than general information about the program, as described above as it is considered confidential commercial information and steps are taken to preserve it. Further, I understand that if OA receives a request for this application pursuant to 5 U.S.C. 552, we may be contacted to support OA's withholding of the information, including in litigation, if necessary. I understand that my request that OA not publicly disclose this application will remain in effect, including with respect to subsequent amendments to this application, unless and until I notify OA otherwise.

Signature of Sponsor (designee)

<u>08 April 2024</u> Date

<u>Pierre Dubuc</u> **Printed Name**



Appendix A

WORK PROCESS SCHEDULE

AND

RELATED INSTRUCTION OUTLINE



Appendix A

WORK PROCESS SCHEDULE CYBERSECURITY ANALYST O*NET-SOC CODE: 15-1212.00 RAPIDS CODE: 2050CB

This schedule is attached to and a part of these Standards for the above identified occupation.

1. APPRENTICESHIP APPROACH

Competency-Based

2. TERM OF APPRENTICESHIP

Apprentices will receive training in the work experience as listed below. The following are the work processes the apprentice will learn and be able to perform on-the-job. The term of the occupation is based on the apprentice's completion of 400 hours of Related instruction and demonstration of the mastery of the competencies as specified and estimated to complete in approximately 1 year.

3. RATIO OF APPRENTICES TO JOURNEYWORKERS

The apprentice to journeyworker ratio is up to 5 Apprentice(s) to 1 Journeyworker.

4. APPRENTICE WAGE SCHEDULE

Apprentices shall be paid a progressively increasing schedule of wages based on either a percentage or a dollar amount of the current hourly journeyworker wage rate, which is: \$21.00. Journeyworker wage and wage schedule (below) provide guidance for structuring employment agreements between employer and program participant. Journeyworker wage and wage schedules can be adjusted to align with local wage standards but must also conform in all respects with any such applicable Federal, State, and local laws.

Period	% of Journeyworker wage	Competencies	Wage (Hourly)	Description
1st	88.28%	0	\$18.54	Wage until completion of 13 competencies.
End Wage	100%	13	\$21.00	Wage after completion of program.

Name: Cybersecurity Analyst

5. PROBATIONARY PERIOD

Every applicant selected for apprenticeship will serve a probationary period of 160 hours.

6. SELECTION PROCEDURES

Please see Page A-7



Appendix A WORK PROCESS SCHEDULE CYBERSECURITY ANALYST O*NET-SOC CODE: 15-1212.00 RAPIDS CODE: 2050CB

Data Analyst				
Job Description: Provide technical assistance to computer users. Answer questions or resolve computer problems for clients in person, via telephone, or electronically. May provide assistance concerning the use of computer hardware and software, including printing, installation, word processing, electronic mail, and operating systems.				
RAPIDS Code: 2050CB O*NET-SOC Code: 15-1212.00				
Estimated Program Length: One year / 13 competencies				
Apprenticeship Type:				
Competency-Based	□ Time-Base	ed 🗆 Hybrid		

Suggested On-the-Job Learning Outline

Develop computer or information security policies or procedures.		
Competencies	Date Completed	Initial
A. Develop plans to safeguard computer files against accidental or unauthorized modification, destruction, or disclosure and to meet emergency data processing needs.		

Update knowledge about emerging industry or technology trends.		
Competencies	Date Completed	Initial
A. Monitor current reports of computer viruses to determine when to update virus protection systems.		



Implement security measures for computer or information systems.			
Competencies		Date Completed	Initial
A.	Encrypt data transmissions and erect firewalls to conceal confidential information as it is being transmitted and to keep out tainted digital transfers.		
B.	Modify computer security files to incorporate new software, correct errors, or change individual access status.		
C.	Review violations of computer security procedures and discuss procedures with violators to ensure violations are not repeated.		
D.	Maintain permanent fleet cryptologic and carry-on direct support systems required in special land, sea surface and subsurface operations.		

Test computer system operations to ensure proper functioning.			
Comp	Competencies		Initial
A.	Perform risk assessments and execute tests of data processing system to ensure functioning of data processing activities and security measures.		

Collaborate with others to resolve information technology issues.		
Competencies	Date Completed	Initial
A. Confer with users to discuss issues such as computer data access needs, security violations, and programming changes.		

Document operational procedures.		
Competencies	Date Completed	Initial
A. Document computer security and emergency measures policies, procedures, and tests.		



Troubleshoot issues with computer applications or systems.		
Competencies	Date Completed	Initial
A. Confer with users to discuss issues such as computer data access needs, security violations, and programming changes.		

Coordinate project activities with other personnel or departments.		
Competencies	Date Completed	Initial
A. Coordinate implementation of computer system plan with establishment personnel and outside vendors.		

Monitor the security of digital information.		
Competencies	Date Completed	Initial
A. Monitor use of data files and regulate access to safeguard information in computer files.		

Train others in computer interface or software use.			
Comp	etencies	Date Completed	Initial
A.	Train users and promote security awareness to ensure system security and to improve server and network efficiency.		



Appendix A RELATED INSTRUCTION CYBERSECURITY ANALYST O*NET-SOC CODE: 15-1212.00 RAPIDS CODE: 2050CB

Provider		
Name: OpenClassrooms, Inc.		
Address: 60 Broad Street, Suite 3502, New York, NY 10004		
Email: pierre.duboc@openclassrooms.comPhone Number: 929.499.0873		
Suggested Related Instruction Hours: 400		

Cybersecurity Analyst			
Name	Туре	Hours	
Dive into your Cybersecurity Analyst training	Online project	10	
Raise employees' awareness and commitment to cybersecurity	Online project	50	
Let's capture flags - CTF challenges	Online project	20	
Conduct a Web penetration test	Online project	40	
Secure critical assets and infrastructure	Online project	60	
Write and run scripts in Python	Online project	30	
Investigate cybersecurity incidents and contain attacks	Online project	80	
Assess the compliance and risk level of a supplier	Online project	60	
Keep your exposure to compromises under control	Online project	50	
Total hours		400	



SELECTION PROCEDURES

SECTION I – APPLICATION PROCEDURES

- Applications are available upon request.
- All applications will be identical in form and requirements.
- Receipt of the properly completed application form will constitute receipt of a completed application.
- Completed applications will be checked for minimum qualifications. If it is determined that an applicant does not meet one or more of the minimum qualifications, or has falsified any statement on their application, they will be deemed ineligible for the apprenticeship program.

SECTION II – SELECTION PROCEDURES

- The sponsor has adopted the following selection procedures, consistent with the requirements set forth in 29 CFR § 30.10(b):
- The Sponsor and/or Employer will create a pool of eligible applicants. that meet the minimum qualifications stated below:
 - Must be at least 18 years of age.
 - Must have a high school diploma or equivalent.
 - Technical Assessment
- Utilizing the applicant pool(s):
 - Sponsor's applicant pool: Employers browse and select applicants based on hiring needs, and/or the Sponsor provides shortlisted applicants based on the Employer's hiring needs (which may be related to previous education or work experience)
 - Employer's applicant pool: Employers select applicants from their own pool of applicants.
- The Employer schedules interviews based on hiring needs; the date, time, and place to appear will be communicated to these selected applicants.
- The interviewer(s) will rate each applicant during the interview utilizing standardized questions taking into account the information on the application and required documents. The questions and responses will be maintained on file.
- After completing the interview and evaluation of the applicants, an Apprentice will be selected based on a best-fit assessment for the job opening.
- The sponsor will notify each applicant who is not selected for the pool or the program.
- Each applicant selected for the apprenticeship will have an opportunity to review the Apprenticeship Standards at enrollment. for the Registered Apprenticeship Program and will be provided information about the program. If the applicant has any additional questions on the qualifications or needs additional information, it will be provided by the Sponsor.
- Employers may conduct background checks and/or drug screenings in accordance with all applicable local, state, and federal laws and regulations.