

Division of Apprenticeship Standards (DAS)

Apprenticeship Program Summary Sheet

To: Adele Burnes, Chief
From: Tony Pena
CC: Program Planning and Review
Date: March 4, 2025

Program Name: LAUNCH Educators Apprenticeship
Industry: Public Sector
DAS File No.: 100898
Grant Awardee: ☐ No ☒ Yes CAI 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:

LAUNCH Educators Apprenticeship 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:

The LAUNCH Apprenticeship Network was originally formed in 2018 by the Inland Empire Desert Region College Consortium and leverages the workforce and education systems of California community colleges, K-12 districts, and multiple Workforce Development Boards. Now fiscally sponsored by the Foundation for California Community Colleges and operating across the state, LAUNCH integrates apprenticeship into these organizations and institutions and acts as an intermediary sponsor for businesses adopting the apprenticeship model. In addition, LAUNCH provides resources for developing programs and increasing pathways into apprenticeship both in traditional apprenticeships and new and innovative programs.

The LAUNCH Educators Apprenticeship Program has developed pathway occupations in this industry and works closely with California education providers and educational institutions.

LAUNCH Educators Apprenticeship 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:

- Associate Teacher O*Net: 25-9042.00
Professional Worker Wage: \$21.86 per hour
Proposed Apprentice Wage: \$18.45 per hour
Proposed No. of Apprentices: 10

Currently Approved Occupations with No Changes to Jurisdiction or Work Processes:

- Teacher O*Net: 25-2011.00
- Master Teacher O*Net: 25-2011.00
- Site Supervisor O*Net: 25-2011.00

Proposed Employers:

- Garden Patch Play School, 24436 Valley St., Newhall, CA 91321

LAUNCH Educators Apprenticeship Program Standards

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Article I Purpose and Policy

The parties hereto declare it to be their purpose and policy to establish an organized, planned system of apprenticeship, conducted as an education-sponsored, employer-based undertaking.

These standards have, therefore, been 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.

Article II Craft, Trade or Occupation, Related and Supplemental Instruction, Term of Apprenticeship, Ratio, Wage Schedule, and Work Training

Occupation	O*Net Code	Attachment
Associate Teacher	25-9042.00	B-1
Teacher	25-2011.00	B-2
Master Teacher	25-2011.00	B-3
Master Teacher	25-2011.00	B-4
Site Supervisor	25-2011.00	B-5
Site Supervisor	25-2011.00	B-6

Article III Organization

For each employer participating in this program, an "Employer Agreement" (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 IV Jurisdiction

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.

Area Covered by Standards: All CA Counties

Article V Functions

The functions of the apprenticeship committee shall be to:

- 1) develop an efficient program of apprenticeship through systematic on-the-job training with related and supplemental instruction and periodic evaluation of each apprentice;
- 2) serve in an advisory capacity with employers and employees in matters pertaining to these standards;
- 3) ensure the program's ability, including financial ability, and commitment to meet and carry out its responsibilities under federal and state law and regulations applicable to the apprenticeable occupation and for the welfare of the apprentice;
- 4) aid in the adjustment of apprenticeship disputes;
- 5) develop fair and impartial selection procedures and an affirmative action plan in accordance with existing laws and regulations and apply them uniformly in the selection of applicants for apprenticeship.

Article VI Responsibilities

The responsibilities of the apprenticeship committee shall be 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;
- 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 qualification 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) make periodic evaluations of each apprentice's on-the-job training and related and supplemental instruction;
- 7) ensure safe work site facilities, skilled workers as trainers at the work site, and safe equipment sufficient to train apprentices;
- 8) determine the qualifications of apprentice applicants and ensure fair and impartial treatment of applicants for apprenticeship selected through uniform selection procedures;
- 9) 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;
- 10) 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;
- 11) establish and utilize a system for the periodic review and evaluation of the apprentice's progress in job performance and related instruction;

- 12) 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;
- 13) annually prepare and submit a Self-Assessment Review as well as a Program Improvement Plan to the Chief of the Division of Apprenticeship Standards;
- 14) 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;
- 15) ensure training in the recognition of illegal discrimination and sexual harassment;
- 16) establish an adequate mechanism to be used for the rotation of the apprentice from work process to work process to ensure 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;
- 17) 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;
- 18) comply with meaningful representation requirements for the interests of apprentices in the management of the program where apprentices are at least equally represented on an advisory panel established by the apprenticeship committee responsible for the operation 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 VII Definition of an Apprentice

An apprentice is a person at least 16 years of age, who has met the requirements for selection under the selection procedures of a 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.

Article VIII Duties of an Apprentice

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

Article IX Apprentice Agreement

- 1) 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.

- 2) 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.
- 3) 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.

Article X Termination and Transfer of Agreements

- 1) 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.
- 2) 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 employer if the apprentice consents, and such other employer agrees to assume the obligation of said apprentice agreement.

Article XI Lay-off

- 1) If for any reason a lay-off of an apprentice occurs, the apprentice agreement shall remain in effect unless cancelled by the Administrator. However, credit for related instruction shall be given when the apprentice continues such instruction during the lay-off.
- 2) There shall be no liability on the part of the employer, the program, or the committee for an injury sustained by an apprentice engaged in schoolwork at a time when the apprentice is unemployed.

Article XII Controversies

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

Article XIII Certificate of Completion

- 1) In addition to previous on-the-job training and related school instruction, which is of an approved nature, the Apprentice shall have completed not less than an additional six (6)

LAUNCH Educators Apprenticeship Program 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 LAUNCH Educators Apprenticeship Program on May 7, 2024 (Committee approval date).

Employer Organization

LAUNCH Educators Apprenticeship
15218 Summit Ave., #300-344, Fontana, CA 92336

Charles Henkels, Executive Director

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)

Adele Burnes, Chief
Division of Apprenticeship Standards

Date

Attachment B-1

Training Schedule and Working Conditions

LAUNCH Educators Apprenticeship Program

Occupation

Occupation: Associate Teacher

O*Net Code: 25-9042.00

Article I Term of Apprenticeship and Probation

The standard term of apprenticeship shall be competency based with 216 related and supplemental instruction (RSI) hours and completed within approximately 18 months.

The period of probation shall be reasonable in relation to the full apprenticeship term, with full credit given for such period toward completion of the apprenticeship, and in no event shall exceed the shorter of 25 percent of the length of the program or one (1) year. The period of probation shall be four (4) months.

Article II Wage Schedule

Professional Worker Wage:

\$ 21.86 per hour effective 5/6/2024.

Apprentice Wage and Advancement Schedule:

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.

Apprentices shall be paid a progressively increasing schedule of wages based on a percentage or a dollar amount of the current hourly journey worker wage rates. Participating employers not following the minimum wage progression shown below will provide an apprentice wage progression plan with the DAS-752 Employer Agreement form when registering with the LAUNCH Educators Apprenticeship Program, which will be reviewed for approval by the Apprenticeship Committee. This progression plan will be made available to apprentices employed by that same employer.

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

In-School Youth Apprentice Schedule

In-School Youth apprentices must be compensated at or above 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. Upon completion of high school, In-School Youth apprentices must be compensated at or above the wage schedules shown in the Out-of-School Youth and Non-Youth Apprentice section of these Standards.

To advance from one period to the next, In-School Youth apprentices shall have met the following requirements for no less than the wages stated below:

Entry Wage	0% of Demonstrated Competencies	\$16.50 /hour**
2nd Period	33% of Demonstrated Competencies	Entry Wage + \$0.50/hour
3rd Period	66% of Demonstrated Competencies	Entry Wage + \$1.00/hour
Exit Wage	100% of Demonstrated Competencies	Entry Wage + \$1.50 /hour*

Out-of-School Youth and Non-Youth Apprentice Schedule

All apprentices participating in the program while not enrolled in High School must be compensated at or above the wage scales shown below.

Counties	Entry Wage 0% of Competency	2nd Period 33% of Competency	3rd Period 66% of Competency	Exit Wage 100% of Competency
Alameda, Marin, San Mateo, Santa Clara and San Francisco	\$20.50	\$21.00	\$21.50	\$22.00
Contra Costa	\$20.21	\$20.51	\$21.21	\$21.51
Los Angeles	\$19.30	\$19.80	\$20.30	\$20.80
Orange	\$18.76	\$19.26	\$19.76	\$20.26
San Diego	\$18.94	\$19.44	\$19.94	\$20.44
All Other Counties	\$18.45	\$18.95	\$19.45	\$19.55

* All mention of previous wage periods reference the current appropriate rate for that period and not necessarily the rate reflected in these Standards at the time of approval.

** References to specific minimum wages use the CA State minimum wage as a general example. All employers must pay the appropriate wages for the type of work and area where the job is being performed. See https://www.dir.ca.gov/dlse/minimum_wage.htm for details.

Hours of Work and Working Conditions and Overtime Provision:

Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek requires the employee to be compensated for the overtime at not less than one and one-half times the employee's regular rate of pay for all hours worked in excess of eight (8) hours, up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh consecutive day of work in a workweek; and double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) on the seventh consecutive day of work in a workweek. If employers utilize an alternative workweek schedule in accordance with the California Industrial Welfare Commission Orders, the overtime will be determined and paid in accordance with the applicable alternative workweek provisions.

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.

ARTICLE III Work-Training

- 1) The employer shall see that all apprentices are under the supervision of a qualified professional worker or instructor and shall provide the necessary diversified experience and training in order to develop the apprentice into a proficiently skilled worker, as outlined herein.
- 2) Each apprentice shall be trained in the use of new equipment, materials and processes as they come into use in the occupation.
- 3) The major categories in which apprentices will be trained (although not necessarily in the order listed) are as follows:

Competency Check List

Demonstrates Fundamentals: Apprentice can perform the task with some coaching.

Proficient in Task: Apprentice performs task properly and consistently.

Completion Date: Date apprentice completes final demonstration of competency.

Detailed Work Activities: Initial and date each task when Competency Check List has been completed.

The task of Associate Teacher is to assist a preschool, elementary, middle, or secondary school teacher with instructional duties serving in a position for which a Teacher has primary responsibility for the design and implementation of educational programs and services.

ASSOCIATE TEACHER**Work Processes (Professional Competencies) and Performance Areas**

- 1) Gain an understanding of hands-on development interactions and foster supportive relationships with all learners in your care.
- 2) Interact with families in ways that encourage their involvement.
- 3) Engage in practices that demonstrate respect for differences and similarities.
- 4) Aid in building a classroom culture of belonging and assist learners in the development of empathy.
- 5) Acknowledge learner's efforts, encourages positive interactions, and recognize success to build each learner's sense of self.
- 6) Assist with documenting meaningful observation and assessment data to support student's learning and developmental goals.
- 7) Follows policies designed to create a sense of belonging and support full participation of learners and/or adults with disabilities, dual-language needs, or any other special needs.
- 8) Follows guidance to support all learner's active participation in learning opportunities through use of easily adaptable materials, strategies, and techniques.
- 9) Listen to learner's interests and questions, and assist in the design of activities and/or projects based on those interests.
- 10) Adhere to health and safety policies and practices while supervising learners in indoor and outdoor settings.
- 11) Arrives at work on time each day and is prepared to engage with learners, families, staff, and colleagues in a professional manner.
- 12) Discuss assigned duties with classroom teachers to coordinate instructional efforts.
- 13) Account for learners' developmental stages when organizing and utilizing materials.
- 14) Organize and supervise games and other recreational activities to promote physical, mental, and social development.
- 15) Present subject matter to learners under the direction and guidance of teachers, using discussions, supervised role-playing methods, or by reading aloud.
- 16) Assist learners individually or in small groups to reinforce learning concepts presented by teachers.
- 17) Assist with cognitive development strategies to progress behavioral growth.

- 18) Maintain consistent activity and positive learner engagement.

ARTICLE IV Related Instruction

Apprentices shall satisfactorily complete the prescribed courses of related and supplemental instruction. The Local Education Agency (LEA) will provide letters agreeing with the minimum required RSI hours and courses, or equivalent courses as specified below. If the LEA offers instruction that is significantly different or exceeds the minimum required hours, these additional hours and/or courses will be specifically outlined and documented in the LEA's letter.

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

The following are suggested or sample courses which are intended as a guide. The content outlined in the course descriptions may be delivered through different courses provided by different educational institutions and training providers, as determined, and approved by the sponsor and employer. To the extent possible, these courses are intended to be degree applicable and transferable for apprentices who eventually want to earn an AA degree. In all cases, the apprentice is to receive sufficient related instruction to allow them to obtain the knowledge necessary to perform the relevant competencies. In total, these or similar courses must amount to a minimum of 216 instructional hours.

<u>Minimum Required RSI Course</u>	<u>216 Hours</u>
SAMPLE COURSE OUTLINE	HOURS
Child Growth & Development	54
Introduction to Curriculum	54
Principles & Practices of Teaching Young Children	54
Child, Family & Community	54
TOTAL	216

Supplemental RSI Courses

While not required if demonstrating sufficient competency in all occupational areas, and upon mutual agreement by the program, employer, and apprentice, apprentices may attend additional courses of related instruction provided by the local education agency. These additional courses will serve to advance specific skill areas, enhance employability of apprentices, address worker safety, complete relevant credentials, or diversify training for apprentices. Supplemental courses may include the following content areas:

SAMPLE COURSE OUTLINE**HOURS**

Introduction to Children with Special Needs

54

Infant and Toddler Development

54

Health, Safety and Nutrition

54

Mechanism for Employment Procurement

As a Collaborative Impact Partner within the auxiliary 501(c)(3) of the California Community College Chancellor's Office, the LAUNCH Apprenticeship Network works cooperatively with California community colleges in leveraging both the educational, instruction and training resources of these institutions, as well as the employment services, labor market research and industry engagement resources that are robustly – and intentionally – provided to job-seekers in their respective communities. In accordance with these standards to use every effort to keep apprentices employed, in alignment with selection procedures, Labor Code 3080(a), and for the purposes of firmly establishing equal opportunity access to apprenticeship employment, the committee may approve new apprentice agreements for individuals seeking employment as apprentices – referred to as “front-loaded” agreements – within the committee's jurisdiction, and will authorize local education agency partners to begin providing related supplemental instruction and services that enhance the procurement of employment for apprentices. This same mechanism will be available to apprentices that lose employment during their apprenticeship (notwithstanding apprentices in violation of rules and regulations referred to the committee). Further, the committee will conduct annual completion rate reviews to determine the effectiveness of front-loading and will discontinue if annual completion rates of front-loaded apprentices fall below 50 percent of the State average graduation rate in its trade.

The committee will adopt language in its local education agency agreements that outline protocols needed for unemployed apprentices and local education agencies shall evaluate their capacity and preparedness to facilitate job placement prior to the completion of new apprentice agreements. In addition, the committee may stipulate the maximum number of agreements that may be initiated, as well as stipulate the maximum intended durations of unpaid related and supplemental instruction for apprentices not employed within the committee's jurisdiction and establish other procedures that ensure apprentices are provided with reasonable expectations of continuous employment. If this mechanism is demonstrably underperforming and apprentices are not placed within the established duration but have maintained enrollment in required related instruction courses while also completing assigned pre-hire activities provided by the local education agency, the committee will suspend new apprentice agreements under these conditions until unemployed apprentices are placed in employment within the committee's jurisdiction.

In alignment with Labor Code 3080(b), unemployed apprentices will receive written procedures regarding the employment procurement process and apprentices with concerns about the

procurement procedures or the implementation may present their concerns directly to the committee.

ARTICLE V Ratio

The ratio of apprentices to professional workers shall be:

- 1) Ratio #1: Each professional worker may supervise five (5) apprentice(s)