



**APPRENTICESHIP  
PARTICIPATING  
EMPLOYER'S AGREEMENT**

PROGRAM #

**2021-FL-81435**

EMPLOYER  
FEI/EIN

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This agreement made between \_\_\_\_\_ City of Doral  
(hereinafter referred to as Employer) and \_\_\_\_\_ M-DCPS Apprenticeship Program  
(hereinafter referred to as Program Sponsor) in the occupation of: \_\_\_\_\_ Automotive Service Technician

Where Applicable - Employer's DBPR Trade License Number: \_\_\_\_\_

**WITNESSETH:** That for and in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

**I. PARTIES:** The parties to this agreement are:  
(Employer)

(Program Sponsor)

City of Doral  
(NAME-TYPED)

M-DCPS Apprenticeship Program  
(NAME-TYPED)

8401 NW 53rd Terrace  
(ADDRESS-TYPED)

1450 NE 2nd Avenue, 8th Floor  
(ADDRESS-TYPED)

Doral FL 33166  
(CITY) (STATE) (ZIP CODE)

Miami FL 33132  
(CITY) (STATE) (ZIP CODE)

(305) 342-4081 /  
(PHONE NUMBER - AREA CODE & NUMBER) (FAX NUMBER - AREA CODE & NUMBER)

305-557-1100 Ext 2441 /  
(PHONE NUMBER - AREA CODE & NUMBER) (FAX NUMBER - AREA CODE & NUMBER)

**II. TERMS:** The term of this agreement shall commence upon execution by both parties as indicated by the dates set out below and shall continue in force and effect until terminated as herein provided. A termination of this agreement shall be effectuated by one party giving at least thirty (30) days written notice to the other party at the address shown in Article I above.

**III. DUTIES:** The duties of the parties in the performance of this agreement shall be as follows.

**Duties of Program Sponsor:**

- To provide the Employer with copies of all pertinent rules, regulations, and other materials affecting the apprenticeship program. These shall include but are not necessarily limited to copies of Chapter 446, Florida Statutes, as amended (the Florida Apprenticeship Law), the rules and regulations of the Florida Department of Education, Division of Career and Adult Education - Apprenticeship (here in after referred to as the Registration Agency), the applicable apprentice standards, and any pertinent information/instructions received from the Registration Agency or other source.
- To provide such technical information and administration assistance as may reasonably be necessary for the Employer to comply with all applicable rules, standards, and other requirements.
- To refer registered apprentices to the Employer for employment in such numbers and at such times as may be requested by the Employer to the extent possible with the existing supply of apprentices and within the requirements of applicable rules and standards.
- To provide the work-related training required by the program standards.

**Duties of the Employer:**

- To read and abide by all applicable laws, rules, regulations, standards and other requirements which govern the operation of the program and training of apprentices. The Employer hereby acknowledges receipt of the registered apprenticeship program standards as approved by the Registration Agency.
- To retain and train the apprentice(s) in his employ as work is available.
- To pay their fair share of the financial expense of the Program Sponsor. In determining the actual amounts due from the Employer, the funding formula contained in the registered program standards shall control.

**IV. COPIES:** This agreement shall be made and executed in duplicate originals, one of each shall be retained by the Employer and one to be retained by the Program Sponsor. An executed copy shall be made at the same time and be sent by the Program Sponsor to the Registration Agency local servicing representative's address. In addition, a copy of any notice of termination as provided in Article II shall be sent to the Registration Agency, by the party so terminating. IN WITNESS WHEREOF, the parties set their hands on the dates below indicated.

EMPLOYER  
PRINT NAME: \_\_\_\_\_ Kathie Brooks  
SIGN: \_\_\_\_\_  
TITLE: \_\_\_\_\_ Interim City Manager  
EMAIL: \_\_\_\_\_ kathie.brooks@cityofdoral.com  
DATE: \_\_\_\_\_ 5/22/2024

PROGRAM SPONSOR  
PRINT NAME: \_\_\_\_\_ Randy Holmes  
SIGN: \_\_\_\_\_  
TITLE: \_\_\_\_\_ Supervisor/Program Manager  
EMAIL: \_\_\_\_\_ Rholmes@dadeschools.net  
DATE: \_\_\_\_\_ 05/13/2024

# STANDARDS OF APPRENTICESHIP



**M-DCPS APPRENTICESHIP PROGRAM, GNJ**

**2021-FL-81435**

**REGISTERED**

**REGISTERED BY**

**FLORIDA DEPARTMENT OF EDUCATION  
DIVISION OF CAREER AND ADULT EDUCATION  
APPRENTICESHIP SECTION**

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## DEFINITIONS

- 1) Apprentice – means a person at least sixteen (16) years of age and who has entered into an Apprenticeship Agreement with a registered Apprenticeship Program Sponsor and who is engaged in learning an apprenticeable occupation through actual work experience under the supervision of Journeyworkers. **6A-23.002(2) FAC**
- 2) Apprenticeship Agreement – means a written agreement between an Apprentice and a Participating Employer or an Apprenticeship Committee acting as agent for the Participating Employer(s), which contains the terms and conditions of the employment and training of the Apprentice. **6A-23.002(3) FAC**
- 3) Apprenticeship Committee – means those persons designated by the Sponsor to administer the program. A committee may be either joint or non-joint. **6A-23.002(4) FAC**
- 4) Apprenticeship Program – means a plan containing all terms and conditions for the qualification, recruitment, selection, employment and training of Apprentices, including such matters as the requirement for a written Apprenticeship Agreement. **6A-23.002(5) FAC**
- 5) Apprenticeship Standards or Standards of Apprenticeship – means the minimum requirements established for each apprenticeable occupation under which an Apprenticeship Program is administered. **6A-23.002(27) FAC**
- 6) Apprenticeship and Training Representative – means an individual representative of the Florida Department of Education, properly authorized to act on behalf of the Department in matters concerning registered apprenticeship, and preapprenticeship. **6A-23.002(6) FAC**
- 7) Department – means the Florida Department of Education, which is the Registration Agency for federal apprenticeship purposes. **6A-23.002(11) FAC**
- 8) Journeyworker – means a person working in an apprenticeable occupation who has successfully completed a registered Apprenticeship Program or who has worked the number of years required by established industry practices for the occupation. Use of the term may also refer to a mentor, technician, specialist or other skilled worker who has documented sufficient skills and knowledge of an occupation through practical on-the-job experience and formal training. **6A-23.002(17) FAC**
- 9) Jurisdiction – means the specific geographical area for which a particular program is registered. **446.021(11) FS**
- 10) On-the-Job-Training (OJT) – means the process by which an Apprentice or preapprentice acquires knowledge and skills under the supervision and tutelage of an experienced Journeyworker within an apprenticeable occupation registered with the Department. On-the-Job Training is the monitoring and training responsibility of the Sponsor or Participating Employer. **6A-23.002(18) FAC**
- 11) O\*Net Code – The Occupational Information Network (O\*NET) codes and titles are based on the system mandated by the federal Office of Management and Budget for use in collecting statistical information on occupations.
- 12) Participating Employer – means a business entity which: (a) Is actively engaged by and through its own employees in the actual work of the occupation being apprenticed; (b) Employs, hires and pays the wages of the Apprentice and the Journeyworker serving as qualified training personnel training the Apprentice; (c) Evaluates the Apprentice; and (d) Is signatory party to a collective bargaining agreement or signatory to a Participating Employer agreement with the program Sponsor which is registered with the Department. **6A-23.002(19) FAC**
- 13) Provisional Registration – means the 1-year initial provisional approval of newly registered programs that meet the required standards for program registration, after which program approval may be made permanent, continued as provisional, or rescinded following a review by the Department, as provided for in the criteria described in 6A-23.003(6) FAC. **6A-23.002(20) FAC**
- 14) Registration Agency – means a recognized State Apprenticeship Agency (Florida Department of Education) that has responsibility for registering Apprenticeship Programs and Apprentices; providing technical assistance; and conducting reviews for compliance and quality assurance assessments for Federal purposes. **6A-23.002(22) FAC**
- 15) Related Technical Instruction (RTI) – means an organized and systematic form of instruction designed to provide the Apprentice with knowledge of the theoretical and technical subjects related to the Apprentice's occupation. Such instruction may be given in a classroom, through occupational or industrial courses, correspondence courses, electronic media, or other forms of self-study approved by the Department. **6A-23.002(25) FAC**

- 16) **Sponsor** – means any person, association, committee, or organization operating an Apprenticeship Program and in whose name the program is registered or approved. **6A-23.002(26) FAC**
- 17) **Work Processes** – means an outline of Journeyworker supervised work experience and OJT with the allocation of approximate hours to be spent in each activity. **6A-23.002(32) FAC**

### CONFORMANCE WITH STATE AND FEDERAL LAWS

These Standards of Apprenticeship will be conducted, operated and administered in accordance with all applicable provisions of Chapter 446, Florida Statutes (FS); Chapter 6A-23, Florida Administrative Code (FAC); Title 29 Code of Federal Regulations, Part 29; and Title 29 Code of Federal Regulations, Part 30, and all relevant guidance issued by the Florida Department of Education (Apprenticeship Section) and U.S. Department of Labor (Office of Apprenticeship).

#### “Support for Veterans in Effective Apprenticeships Act of 2019” (P.L. 116-134)

The Apprenticeship Committee or Sponsor attests that they:

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

These Standards of Apprenticeship, to the extent practicable, will contain provisions to grant advanced standing or credit, and provide increased wages commensurate to such standing or credit, for any Veteran or other individual eligible for educational assistance under Chapters 30 through 36 of Title 38, United States Code, who:

- 1) is enrolled in the Registered Apprenticeship program; and
- 2) (i) has a demonstrated competence applicable to the apprenticeship occupation; or  
(ii) has acquired experience, training, or skills through military service that is applicable to the apprenticeship occupation.

A copy of these executed Standards of Apprenticeship, Standards of Apprenticeship Appendix(ices), Certificate of Registration, and any future amendments to these Standard of Apprenticeship will be forwarded to:

Florida Department of Veterans Affairs  
Benefits and Assistance Division  
State Approving Agency Bureau Chief  
9500 Bay Pines Boulevard, Suite 214  
Bay Pines, Florida 33744

### REGISTRATION OF APPRENTICESHIP PROGRAM

These Standards of Apprenticeship shall be submitted to the appropriate Apprenticeship and Training Representative to be reviewed and forwarded to the Department for approval and registration. Upon approval by the Department, the Apprenticeship Program will receive a one (1) year provisional registration and be issued a certificate of registration. After which, program approval may be made permanent, continued as provisional, or rescinded following a review by the Department subject to the adherence of these Standards of Apprenticeship and as found in Chapter 6A-23.003 FAC.

### SECTION I – PROGRAM ADMINISTRATION AND APPRENTICESHIP COMMITTEE

Program Sponsors are responsible for the administration of all aspects of the Apprenticeship Program. The Sponsor will establish an Apprenticeship Committee to carry out the responsibilities and duties required as described in these Standards of Apprenticeship.

The Apprenticeship Committee shall be comprised of representatives from the Participating Employers and stakeholder members, and a current list must be provided to the Department. The Apprenticeship Committee shall include a Chairperson and a Secretary, and shall meet on a regular basis to oversee the Apprenticeship Program.

The Apprenticeship Committee will be composed of at least 4 member representatives.  
The Committee shall meet annually or as often as necessary to conduct business.



**Responsibilities of the Sponsor:**

*In addition to the Sections outlined in these Standards of Apprenticeship, the Sponsor will:*

- 1) Make a concerted effort for continuous employment of Apprentices, insofar as possible, sufficient to afford the opportunity for completion of the Apprenticeship Program. If unable to fulfill the training and/or employment obligation in conformance with these Standards of Apprenticeship, the Sponsor will, with the Apprentice’s consent, make a good-faith effort to facilitate a transfer of the Apprentice to another registered Sponsor for completion of the apprenticeship.
- 2) Arrange for periodic evaluation of Apprentices’, review progress, and make recommendations as appropriate.
- 3) In general, be responsible for the successful operation of the program and the welfare of the Apprentices.

**Responsibilities of the Apprenticeship Committee:**

*In addition to the Responsibilities of the Sponsor, the following lists the responsibilities of the Apprenticeship Committee.*

- 1) Notify the appropriate Apprenticeship and Training Representative of all Apprenticeship Committee meetings and make available, upon request, the official minutes of such meetings; and
- 2) Recommend changes in the program as are deemed necessary to improve effectiveness and efficiency.

**SECTION II – RESPONSIBILITIES OF THE APPRENTICE**

- 1) Work faithfully and diligently at the occupation while practicing safe working habits;
- 2) Protect the property of the Participating Employer;
- 3) Respect and comply with all rules, regulations and policies of the Participating Employer; and
- 4) Keep accurate records of work experience (OJT); successfully complete all Related Technical Instruction lessons, assignments, and assessments as required; and submit properly completed records in a timely manner upon request.

**SECTION III – FUNDING – 6A-23.004(2) (x) FAC**

Each Participating Employer will contribute to the equitable funding of the Apprenticeship Program as set by the Apprenticeship Committee or Sponsor.

**SECTION IV – MAINTENANCE OF APPRENTICESHIP RECORDS – 6A-23.004(2) (f), (v) FAC**

All Apprenticeship Program records pertaining to the administration, employment, and training of Apprentices (test scores, attendance records, transcripts, progress evaluations, etc.), shall be the sole maintenance responsibility of the Sponsor and are to be kept at the following address, which is a facility that allows and provides governmental access for auditing purposes as outlined in Ch. 119 F.S. (Florida Public Records Law):

Miami-Dade County School Board Administration Building			
Name of Site			
1450 NE 2 <sup>nd</sup> Avenue, Room 819	Miami	FL	33132
Address	City	State	Zip

All Apprenticeship Program related records are the property of the Sponsor and must be maintained for a period of no less than five years from the date of last action and must be presented for review when requested by the Department or the appropriate Apprenticeship and Training Representative.

**SECTION V – AMENDMENTS AND MODIFICATIONS – 6A-23.003(7) FAC, 6A-23.004(2) (q) FAC**

These Standards of Apprenticeship may be amended or modified at any time by the Apprenticeship Committee or Sponsor. Such amendment(s) or modification(s) must be promptly submitted to the Department for approval through the appropriate Apprenticeship and Training Representative. If approved, the modification(s) or change(s) will be recorded and acknowledged within ninety (90) calendar days of approval; and if not approved, the Apprenticeship Committee or Sponsor will be notified and the reasons therefore and provided appropriate assistance.

A copy of the amendment(s) or modification(s) adopted shall be furnished to each Apprentice to whom the amendment(s) or modification(s) applies.

**SECTION VI – NOTIFICATION – 6A-23.004(2) (r) FAC**

The Department must be notified within forty-five (45) days, through the appropriate Apprenticeship and Training Representative, of all actions affecting Apprentices as required on the Apprentice Action Reporting Form.

**SECTION VII – PROGRAM CANCELLATION AND DEREGISTRATION – 6A-23.006(1) (b) FAC**

**Cancellation** of the program may be effected upon the voluntary action of the Apprenticeship Committee or Sponsor and must notify the Registration Agency and the appropriate Apprenticeship and Training Representative within forty-five (45) days in writing of any decision to cancel the program.

**Deregistration** of the program shall be upon written notice by the Registration Agency to the Apprenticeship Committee or Sponsor stating cause and instituting formal deregistration proceedings in accordance with the provisions of Chapter 6A-23.006 FAC.

In either event, the Apprenticeship Committee or Sponsor must notify all Apprentices within fifteen (15) business days of the effective date that will deprive the Apprentices of their individual registration.

**SECTION VIII – ADJUSTING DIFFERENCES – 6A-23.008 (2) FAC, 6A-23.004(2) (t, u) FAC**

In case of dissatisfaction, the Participating Employer or the Apprentice has the right and privilege of appeal to the Apprenticeship Committee or Sponsor for corrective action and adjustment concerning these standards or Apprenticeship Agreement for which written notification is received within thirty (30) days of the alleged dissatisfaction. The complaint shall be in writing and signed by the complainant (parent or guardian if minor). It must include the name, address, and telephone number of the Participating Employer or the Apprentice involved, and a brief description of the circumstances concerning the Standards of Apprenticeship or the Apprenticeship Agreement. The Apprenticeship Committee or Sponsor will locally make such rulings as it deems necessary in each individual case within thirty (30) days of receiving the written notification. The Apprenticeship Committee or Sponsor will have full authority to supervise the enforcement of these standards. Its decision will be final and binding on the Participating Employer and the Apprentice. The Department is available for consultation and interpretation to assist in resolving any complaints the Participating Employer or Apprentice has about the apprenticeship training program. The name and address of the appropriate authority to receive, process, and make dispositions of complaints is:

Randy Holmes				
Name of Contact				
1450 NE 2 <sup>nd</sup> Avenue, Room 819		Miami	FL	33132
Address		City	State	Zip
(305) 995-1874		rholmes@dadeschools.net		
Phone Number		E-mail Address		

The Participating Employer or the Apprentice shall be provided notification by the Apprenticeship Committee or Sponsor not less than five business days of the date of any proposed adverse action with stated opportunity for the Participating Employer or Apprentice during such period for corrective action.

**SECTION IX – SUPERVISION OF APPRENTICES AND HOURS OF WORK – 6A-23.004(2) (i) FAC**

No Apprentice shall work without adequate or proper supervision of a fully qualified Journeyworker who is responsible for making work assignments, providing On-the-Job Training, and ensuring safety at the worksite.

The adequate or proper supervision of an Apprentice does not mean the Apprentice must be within eyesight or reach of the Journeyworker, but that the Journeyworker knows what the Apprentice is working on; is readily available to the Apprentice; and is making sure the Apprentice has the necessary instruction and guidance to perform tasks safely, correctly, and efficiently.

Apprentices will generally work the same hours as fully proficient workers (Journeyworkers), except that no Apprentice will be allowed to work overtime if it interferes with attendance in Related Technical Instruction coursework.

**SECTION X – ASSURANCE OF QUALIFIED TRAINING PERSONNEL – 6A-23.004(2) (n) FAC**

Every instructor providing Related Technical Instruction to Apprentices must:

- 1) Meet the Department requirements for a career-technical instructor per Section 1012.55 F.S.; or

- 2) Be a subject matter expert, who is an individual recognized within an industry as having expertise in a specific occupation, as demonstrated by being a Journeyworker; or
- 3) Hold the licensure or certification required in the given occupation.

All instructors must have training in teaching techniques and adult learning styles, which must occur before the apprenticeship instructor has started to provide the Related Technical Instruction.

#### **SECTION XI – APPRENTICESHIP AGREEMENT – 6A-23.004 (2) (k) FAC**

The Apprentice and the Apprenticeship Committee or Sponsor shall sign an Apprenticeship Agreement which shall set forth the terms and conditions of employment and training and shall meet the requirements of and be registered with the Department.

Prior to signing the Apprenticeship Agreement, each selected applicant will be given an opportunity to read and review these Standards of Apprenticeship and any additional written rules and policies of the Sponsor. The Department must be notified within forty-five (45) days of the execution of each Apprenticeship Agreement.

#### **SECTION XII – CREDIT FOR PREVIOUS EXPERIENCE – 6A-23.004(2) (l) FAC**

The Apprenticeship Committee, Participating Employer, or Sponsor may grant credit toward the term of apprenticeship to new Apprentices. Credit will be based on demonstration of previous skills or knowledge equivalent to those identified in the occupation and in these Standards of Apprenticeship. The Department must be advised of any credit granted and the wage rate to which the Apprentice is advanced.

Apprentices or applicants seeking credit for previous experience must submit and furnish such records, affidavits, and other verifiable documentation such as, but not limited to, DD-214, education transcripts, industry certifications, etc. in order to substantiate the claim for credit.

The request for credit will be evaluated and a determination made by the Apprenticeship Committee, Participating Employer or Sponsor during the probationary period. Prior to completion of the probationary period, the amount of credit to be awarded will be determined after review of the Apprentice's previous work and training/education record and evaluation of the Apprentice's performance and demonstrated skill and knowledge during the probationary period. Notwithstanding compliance with the "Support for Veterans in Effective Apprenticeships Act of 2019", the decision to award, not award, or how much credit to award is at the sole discretion of the Apprenticeship Committee, Participating Employer, or Sponsor. An Apprentice granted credit will be advanced to the wage rate and Related Technical Instructional level commensurate with the amount of credit awarded.

The granting of credit for previous experience must be uniformly applied to all Apprentices. However, to ensure consistency within these Standards of Apprenticeship, the Department recommends that credit awarding procedures incorporate, at a minimum, the following basic requirements:

- A. It is highly recommended that no more than fifty percent (50%) of the Apprenticeship Program duration should be awarded, unless the Apprentice is transferring from another registered Apprenticeship Program in the same occupation.
- B. All credit granted of more than 1000 hours of on the job training will require an evaluation method that should include consideration of time worked in the specific or closely related occupation.

A variance to the uniformly applied credit awarding procedure may be granted when requested by the Apprenticeship Committee, Participating Employer, or Sponsor as long as the variance request does not undermine the quality of the apprenticeship training and the variance favors the Apprentice.

#### **SECTION XIII – SAFETY AND HEALTH TRAINING – 6A-23.004(2) (i) FAC**

All Apprentices will receive instruction in safe and healthful work practices both on the job and in Related Technical Instruction that are in compliance with the Occupational Safety and Health Administration standards promulgated by the Secretary of Labor under 29 U.S.C. 651 et seq., as amended, or state standards that have been found to be at least as effective as the federal standards.

#### **SECTION XIV – TRANSFER OF AN APPRENTICE AND TRAINING OBLIGATION – 6A-23.004(2) (m) FAC**

It shall be the duty and responsibility of the Apprenticeship Committee or Sponsor to provide, insofar as possible, continuous employment for all apprentices. Where it is impossible for one employer to provide the diversity of experience necessary



to give the apprentice total training experience in the various branches of the occupation, or where the employer's business is of such character as not to permit reasonable continuous employment over the entire period of apprenticeship, the Apprenticeship Committee or Sponsor shall have authority to transfer the Apprentice to another Participating Employer, who shall assume all the terms and conditions of these Standards and the Apprentice must receive full credit for satisfactory time and training earned.

Should an Apprentice be transferred from one registered apprenticeship program to another, the Apprentice must be provided a transcript of their completed related technical instruction as well as their completed on-the-job training from the originating Sponsor. The transfer of the Apprentice must be to the same occupation. The Apprentice must be cancelled from their originating Sponsor's program and a new Apprenticeship Agreement must be executed between the Apprentice and the subsequent program sponsor and registered with the Registration Agency.

#### **SECTION XV – CERTIFICATE OF COMPLETION OF APPRENTICESHIP – 6A-23.004(2) (o) FAC**

Upon satisfactory completion of the Apprenticeship Program by the Apprentice as established in these Standards of Apprenticeship, the Apprenticeship Committee or Sponsor will so certify to the Department and request the awarding of a Certificate of Completion of Apprenticeship to the completing Apprentice(s) issued by the Department.

### **THE FOLLOWING SECTIONS CAN ALSO BE FOUND IN THE APPROPRIATE EMPLOYER/OCCUPATION APPENDIX**

#### **SECTION XVI – TERM OF APPRENTICESHIP AND TRAINING APPROACH – 6A-23.004(2) (b) FAC**

The term of the apprenticeship shall include an approximate, estimated length of the apprenticeship in hours and months (including the probationary period).

The apprenticeship training approach may include a time-based, competency-based, or hybrid-based approach. If the Sponsor employs the competency-based or hybrid-based approach, the apprenticeship training may incorporate a career lattice by issuing interim credentials as a pathway for the Apprentices to move vertically or horizontally through their apprenticeship training.

#### **SECTION XVII – PROBATIONARY PERIOD – 6A-23.004(2) (h, s) FAC**

Apprentices employed under these standards shall be subject to a probationary period which cannot exceed twenty-five percent (25%) of the length of the program or one (1) year, whichever is shorter. During the probationary period, the Apprenticeship Agreement may be terminated by either party upon written notice to the Department or appropriate Apprenticeship and Training Representative without cause. Any probationary Apprentice evaluated as satisfactory after a review of the probationary period will be given full credit for the probationary period and continue in the Apprenticeship Program. Cancellation during the probationary period will not have an adverse impact on the Program Sponsor's completion rates.

#### **SECTION XVIII – RATIO OF APPRENTICES – 6A-23.004(2) (g) FAC**

The Apprenticeship Committee, Sponsor, or Participating Employer shall establish a numeric ratio of Apprentices to Journeyworkers consistent with proper supervision, training, safety, and continuity of employment and provisions in collective bargaining agreements, except where such ratios are expressly prohibited by the collective bargaining agreements. It shall be the responsibility of the Apprenticeship Committee or Sponsor to ensure that the allowable ratio of Apprentices to Journeyworkers is consistently maintained in the program as a whole, by each Participating Employer, and on the job site.

The ratio of Apprentices to Journeyworkers is contingent on whether the occupation is in a construction or non-construction related industry. If the apprenticeable occupation is in a non-construction related industry, a variance may be requested by the Sponsor and approved by the Department.

#### **SECTION XIX – QUALIFICATIONS AND SELECTION PROCEDURES – 6A-23.004(2) (j) FAC, 29 CFR § 30.10**

The minimum qualifications required by a Sponsor for persons entering an Apprenticeship Program must have an eligible starting age of not less than sixteen (16) years. The Apprenticeship Committee or Sponsor may elect to require a minimum age above sixteen (16) years.

The Apprenticeship Committee, Participating Employer, or Sponsor (whichever is appropriate) may utilize any method for selection of Apprentices, provided that the selection method: 1) Complies with the Uniform Guidelines on Employee Selection Procedures (UGESP) (41 CFR part 60-3); 2) Is uniformly and consistently applied to all applicants and Apprentices; and 3) Complies with Title I of the ADA and EEOC's implementing regulations at Part 1630. The selection procedure must not screen out or tend to screen out an individual with a disability or a class of individuals with disabilities, on the basis of disability, unless the standard, test or other selection criteria, as used by the program Sponsor, is shown to be job-related for the position in question and is consistent with business necessity; and be facially neutral in terms of race, color, religion, national origin, sex, sexual orientation, age (40 or older), genetic information, and disability.

Veterans who have received discharges other than dishonorable discharges shall, if qualified, receive the same priorities given to registered preapprentices. Selection records must be kept for at least five (5) years. The Apprenticeship Committee, Participating Employer, or Sponsor (whichever is appropriate) may reinstate Apprentices previously registered within (2) years of their date of cancellation, without requiring the individuals to make application, meet minimum qualifications, and advance through the selection process.

#### **SECTION XX – AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY – 6A-23.004(2) (y) FAC, 29 CFR § 30.3, and 29 CFR § 30.4**

The Apprenticeship Committee or Sponsor acknowledges that it will adopt an affirmative action plan in accordance with Florida's State Plan for Equal Employment Opportunity in Registered Apprenticeship Training.

The recruitment, selection, employment and training of Apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, genetic information, or because they are an individual with a disability or a person 40 years old or older.

#### **SECTION XXI – WORK PROCESS AND RELATED TECHNICAL INSTRUCTION – 6A-23.004(2) (c, d) FAC**

During the apprenticeship, the Apprentice will receive OJT in all phases of the occupation necessary to develop the skills and expertise of a skilled Journeyworker as outlined in the appropriate Employer/Occupation Appendix.

Every Apprentice is required to participate in Related Technical Instruction related to the occupation as outlined in the appropriate Employer/Occupation Appendix. A minimum of 144 hours (clock hours) of Related Technical Instruction is recommended for each year of the apprenticeship. Where an Apprentice is enrolled in a college credit course, a 3-credit course (lecture or lab credit hour) is recommended for each year of the apprenticeship.

#### **SECTION XXII – APPRENTICE WAGE SCHEDULE – 6A-23.004(2) (e) FAC**

Apprentices must be paid a progressively increasing schedule of wages based on the current established Journeyworker hourly wage rate. The Apprentice wage may not be less than thirty-five percent (35%) of the established Journeyworker wage rate during the first period and not less than seventy-five percent (75%) in the last period. In no event shall the Apprentice wage rate be less than the minimum wage prescribed by Federal or State Law.

Before an Apprentice is advanced to the next segment of training or to fully proficient or to Journeyworker status, the Sponsor will evaluate all progress to determine whether advancement has been earned by satisfactory performance in OJT and in RTI courses.

The established Journeyworker hourly wage rate shall be reviewed annually and amended when determined by the Apprenticeship Committee, Sponsor, or as per the collective bargaining agreement.

#### **SECTION XXIII – PARTICIPATING EMPLOYER(S) – 6A-23.004(2) (w) FAC**

The Participating Employer(s) shall sign a Participating Employer Agreement with the Apprenticeship Committee or Sponsor accepting the funding formula and all other requirements of these Standards of Apprenticeship, unless otherwise provided for in a collective bargaining agreement. The Apprenticeship Committee or Sponsor shall provide an executed copy of the signed Participating Employer Agreement(s) to the Department through the appropriate Apprenticeship and Training Representative.

The Apprenticeship Committee or Sponsor shall notify the Department, on a current basis, of any change in the status of each Participating Employer within the program.

**OFFICIAL ADOPTION OF APPRENTICESHIP STANDARDS**

PROGRAM SPONSOR: Miami-Dade County Public Schools

ADDRESS: 1450 NE 2<sup>nd</sup> Avenue, Room 819, Miami, FL 33132

PHONE: (305) 995-1874

EMAIL ADDRESS: rholmes@dadeschools.net

FEIN: (if applicable) \_\_\_\_\_

NAICS CODE: 611110

  
Chairperson

3/15/2021  
Date

  
Secretary

3-15-2021  
Date

**COMMITTEE MEMBERS**

*[Print Name, Title, and Affiliation]*

[Chairperson] – Orestes Triana Owner - Greens Garage
Raydel Leon – Service Director USSERY AUTOMOTIVE GROUP
Ron Miranda – Automotive Instructor W. H. Training, LLC

[Secretary] – Randy Holmes, School Operations Miami-Dade County Public Schools
Frank Portuondo - Diesel Mechanic Instructor Robert Morgan Technical College
Dayron Gonzalez Barrios – Service Director Warren Henry Automotive Group

REVIEWED BY:   
Lorena Vasquez  
Apprenticeship & Training Representative

03 / 16 / 2021  
Date

FLORIDA DEPARTMENT OF EDUCATION  
DIVISION OF CAREER AND ADULT EDUCATION – APPRENTICESHIP

  
Authorized Official - Registration Agency

3 / 17 / 2021  
Date

**RESOLUTION No. 24-97**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPRENTICESHIP PARTICIPATING EMPLOYER'S AGREEMENT WITH MIAMI-DADE COUNTY PUBLIC SCHOOLS (MDCPS), FOR THE DEVELOPMENT OF APPRENTICESHIP PROGRAMS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, it has been a priority of the City of Doral (the "City") to establish strategic partnerships with local agencies to enhance City services; and

**WHEREAS**, becoming a partner employer will allow the City to use the program as an alternate recruitment talent strategy for the purpose of reducing recruitment cost and turnover rate; and

**WHEREAS**, the program can assist the recruitment of qualified candidates for various skill specific vacancies that historically has proven to be challenging through the traditional recruitment methods; and

**WHEREAS**, the program will aide in establishing a pipeline of skilled employees trained and developed to the organization's needs and culture to increase productivity and improve the quality of the workforce; and

**WHEREAS**, Section 2-7 of the City Code of Ordinance requires, in part, that "the creation of new full time employment positions" be approved by the Mayor and City Council, along with "[a] complete description of the duties and responsibilities of the position created or modified; the applicable salary scale and other monetary and non-monetary benefits attached to the position created or modified; and the applicable performance measures and metrics to be utilized in assessing the performance of individuals that will be hired to fill the position created or modified"; and



**WHEREAS**, staff has recommended approval of the temporarily reclassification as provided in the May 8, 2024 Memorandum from the Human Resources Department, which is attached hereto as Exhibit "A" and incorporated herein and made a part hereof by this reference; and

**WHEREAS**, staff has recommended for the City Council include the temporary reclassification into the updated City's Pay Plan, for fiscal year 2023-2024; and

**WHEREAS**, the City Manager respectfully requests that the Mayor and City Council approve the attached Apprenticeship Participating Employer's Agreement with Miami-Dade County Public Schools (MDCPS) commencing upon execution.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Approval.** The attached Host Agency Agreement with MDCPS, together with such non-material changes as may be subsequently agreed to by the City Manager and approved as to form and legal sufficiency by the City Attorney, is hereby approved.

**Section 3. Authorization.** The City Manager is authorized to execute all necessary documents, upon the City Attorney's approval as to form and legal sufficiency, and to expend budgeted funds on behalf of the City in furtherance of this approval.

**Section 4. Implementation.** The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Vice Mayor Puig-Corve who moved its adoption.

The motion was seconded by Councilmember Pineyro and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Oscar Puig-Corve	Yes
Councilwoman Digna Cabral	Yes
Councilman Rafael Pineyro	Yes
Councilwoman Maureen Porras	Yes

PASSED AND ADOPTED this 8 day of May, 2024.

CHRISTI FRAGA, MAYOR

ATTEST:

CONNIE DIAZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

GREENSPOON MARDER, LLP  
INTERIM CITY ATTORNEY