(SAMPLE)

STANDARDS OF APPRENTICESHIP

DEVELOPED BY

The National Alliance for Direct Support Professionals (NADSP) and

The American Network of Community Options and Resources
(ANCOR)

for the occupation of

Direct Support Professional
(Direct Support Specialist)

O*NET-SOC CODE: 21-1093.00

RAPIDS CODE: 1040CB

APPROVED BY

(REGISTERATION AGENCY)

These “model” National Guidelines for Apprenticeship Standards are an example of how to develop apprenticeship standards that will comply with Title 29, CFR parts 29 and 30 when tailored to a sponsor’s apprenticeship program. These model Standards do not create new legal requirements or change current legal requirements. The legal requirements related to apprenticeship that apply to registered apprenticeship programs are contained in 29 U.S.C. 50 and Title 29, CFR parts 29 and 30. Every effort has been made to ensure that the information in the model Apprenticeship Standards is accurate and up-to-date.
TABLE OF CONTENTS

Foreword ................................................................................................................................. 2
Definitions ................................................................................................................................. 4
Composition of Apprenticeship Councils ............................................................................... 8

SECTION I  Program Administration ...................................................................................... 9
SECTION II  Equal Opportunity Pledge .................................................................................. 10
SECTION III  Affirmative Action Plan .................................................................................... 11
SECTION IV  Qualifications for Apprenticeship ..................................................................... 11
SECTION V  Selection of Apprentices ..................................................................................... 12
SECTION VI  Apprenticeship Agreement ................................................................................ 12
SECTION VII  Ratio of Apprentices to Journeyworkers .......................................................... 12
SECTION VII  Term of Apprenticeship ................................................................................... 12
SECTION IX  Probationary Period ............................................................................................ 13
SECTION X  Hours of Work ..................................................................................................... 13
SECTION XI  Apprentice Wage Progression .......................................................................... 13
SECTION XII  Credit for Previous Experience ...................................................................... 14
SECTION XIII  Work Experience ............................................................................................ 14
SECTION XIV  Related Instruction .......................................................................................... 15
SECTION XV  Safety and Health Training .............................................................................. 15
SECTION XVI  Supervision of Apprentices ........................................................................... 16
SECTION XVII  Records and Examinations ............................................................................ 16
SECTION XVIII  Maintenance of Records ............................................................................. 17
SECTION XIX  Certificate of Completion of Apprenticeship .................................................. 17
SECTION XX  Notice to Registration Agency ......................................................................... 17
SECTION XXI  Cancellation and Deregistration ..................................................................... 17
SECTION XXII Amendments and Modifications .................................................................... 18
SECTION XXIII  Adjusting Differences/Complaint Procedure .............................................. 18
SECTION XXIV  Transfer of an Apprentice and Training Obligation ..................................... 19
SECTION XXV  Responsibilities of the Apprentice ................................................................. 20
SECTION XXVI  Technical Assistance .................................................................................... 20
SECTION XXVII  Signature Page Adopting Apprenticeship Standards .................................. 22

Appendix A.1 Work Process Schedule and Related Instruction Outline
Appendix A.2 Assessment Requirements
Appendix A.3 Direct Support Professional Apprenticeship Program Requirements
Appendix B  AER Sponsor Manual and Sample Apprenticeship Agreement
Appendix C  Template Affirmative Action Plan
Appendix D  Qualifications and Selection Procedures
Appendix E  Employer Acceptance Agreement
FOREWORD

A. The Human Services Industry that provides support for individuals with various types of disabilities and others, who require short or longer term human services support to participate fully in community life, recognizes the need for a structured educational program to maintain the high level of skill and competence required in the human services field. These NADSP/ANCOR Apprenticeship Standards have as their objective, the training of Direct Support Professionals (DSP) skilled in all phases of the industry. They provide a practical and sound training system that will meet training requirements to develop individuals into skilled professionals, and to ensure human services industry with skilled workers. These Standards were developed in accordance with the basic standards recommended by the U.S. Department of Labor, Office of Apprenticeship, as a basis from which the Sponsor can work to establish an apprenticeship training program that meets the particular needs of a state or a region within a state.

B. Each agency that is signatory to the NADSP/ANCOR Direct Support Professional Apprenticeship Program will undertake to carry out this Apprenticeship Program. These Standards of Apprenticeship are the written plan that outlines the terms and conditions for the recruitment, selection, employment, training, supervision, and competency assessment of Apprentices as subscribed for each agency and must meet all the requirements of the Registration Agency.

C. The purpose of the Direct Support Professional is to assist people who need support to lead self-directed lives, and to participate fully in the social and civic life of our communities and nation. This focus on empowerment and participation is critical because people with disabilities, mental health or chronic health conditions, and others who rely on human service support are frequently isolated and excluded. Therefore, the commitment of the Direct Support Professional is to walk in partnership with people with disabilities or others who require human services support to lead a life of opportunity, well-being, freedom and contribution to the community. The Direct Support Professional recognizes that he/she must follow the individual path that is suggested by the unique gifts, preferences and needs of each person. The purpose of this Apprenticeship Program is to provide career paths for individuals coming into the Direct Support Professional occupation and to ensure Apprentices are properly trained to support individuals with various disabilities or other human service needs.

D. The mission and the guidelines of the NADSP/ANCOR Direct Support Professional Apprenticeship program are: NADSP, as a national direct support professional association, and ANCOR, as a national service provider trade association, are non-profit organizations committed to the success of employee-trainee apprentice development programs throughout the United States with the mission of improving quality of life for people with support needs and for direct support professionals by creating career paths linked to mastery of knowledge, skill, and ethical practice.
E. These Standards will assure that opportunities for training under this Apprenticeship Program are made available to all persons who meet the minimum eligibility requirements, as required by the Federal Regulations. This Apprenticeship Program was developed and will be conducted, operated, and administered in conformity with the provisions of Title 29 CFR 29 and Title 29 CFR 30, as amended by Federal Regulations, Equal Opportunity in Apprenticeship and Training.
DEFINITIONS

(Some of these definitions may not apply to all registered apprenticeship programs – Employers may add or delete definitions depending on their need.)

APPRENTICE: Any individual employed by the employer meeting the qualifications described in the Standards of Apprenticeship who has signed an Apprenticeship Agreement with the local Sponsor providing for training and related instruction under these Standards, and who is registered with the Registration Agency.

APPRENTICE ELECTRONIC REGISTRATION (AER): Is an electronic tool that allows for instantaneous transmission of apprentice data for more efficient registration of apprentices and provides Program Sponsors with a faster turnaround on their submissions and access to their apprenticeship program data.

APPRENTICESHIP AGREEMENT: The written agreement between the apprentice and the Sponsor setting forth the responsibilities and obligations of all parties to the Apprenticeship Agreement with respect to the Apprentice’s employment and training under these Standards. Each Apprenticeship Agreement must be registered with the Registration Agency.

APPRENTICESHIP COMMITTEE (COMMITTEE): Apprenticeship Committee (Committee) means those persons designated by the sponsor to act as an agent for the sponsor in the administration of the program. A committee may be either joint or non joint as follows:

A non-joint committee which may also be known as a unilateral or group non- joint (may include workers) committee has employer representatives but does not have a bone fide collective bargaining agent as a participant.

CAREER LATTICE: Career lattice apprenticeship programs include occupational pathways that move an apprentice laterally or upward within an industry. These programs may or may not include an interim credential leading to the Certificate of Completion of Apprenticeship credential. (if applicable)

CERTIFICATE OF COMPLETION OF APPRENTICESHIP: The Certificate of Completion of Apprenticeship issued by the Registration Agency to those registered apprentices certified and documented as successfully completing the apprentice training requirements outlined in these Standards of Apprenticeship.

CERTIFICATE OF TRAINING: A Certificate of Training may be issued by the U.S. Department of Labor’s, Office of Apprenticeship Administrator to those registered apprentices that the Sponsor has certified in writing to the Registration Agency that the apprentice has successfully met the requirements to receive an interim credential.
COMPETENCY-BASED OCCUPATION: Means the attainment of manual, mechanical or technical skills and knowledge, as specified by an occupation standard and demonstrated by an appropriate written and hands-on proficiency measurement.

DIRECT SUPPORT PROFESSIONAL (also referred to as Direct Service Worker): A Direct Support Professional (DSP) supports people with disabilities or others who require human services support in their communities to lead self-directed lives and contribute to the community. The Direct Support Professional encourages attitudes and behaviors that enhance inclusion of people she or he supports in community life and works in a manner consistent with professional norms validated for direct support including ethical and skill standards. The Direct Support Professional works effectively independently and in teams. The Direct Support Professional is a highly skilled individual who has achieved the standards of the NADSP/ANCOR Direct Support Professional Apprenticeship Program. He or she will be recognized by the Office of Apprenticeship, by the State and/or Regional Council and/or the industry as being fully qualified to perform the work of the occupation.

DIRECT SUPPORT PROFESSIONAL APPRENTICESHIP STATE AND/OR REGIONAL COUNCIL (hereinafter referred to as The State and/or Regional Council): A body representative of service participants, direct support professionals, employers, educators, skills mentors, and policy makers that guides the implementation of and completes competency assessments for the NADSP/ANCOR Direct Support Professional Apprenticeship Program at the state and/or regional level. The State and/or Regional Council provides guidance, direction, and review authority to agencies or employers that are participants in this program.

ELECTRONIC MEDIA: Media that utilize electronics or web based interactive multimedia for the end user (audience) to access the content; and includes, but is not limited to, electronic storage media, transmission media, the Internet, extranet, lease lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic media and/or interactive distance learning.

EMPLOYER: Means any person or organization employing an apprentice whether or not such person or organization is a party to an Apprenticeship Agreement with the apprentice.

INTERIM CREDENTIAL: Interim Credential means a credential issued by the Registration Agency, upon request of the appropriate sponsor, as certification of competency attainment by an apprentice. Competency means the attainment of manual or technical skills and knowledge, as specified by an occupational standard and demonstrated by an appropriate written and hands-on proficiency measurement. Program sponsors shall identify and define all interim credentials and include a list of them in their Program Standards. Interim credentials can only be issued for recognized components of an apprenticable occupation as identified by an appropriate job task analysis. An example of this on a national level is an agency using the NADSP national credentialing standards. For those organizations using this system in conjunction with apprenticeship program, an interim credential can be issued for the Direct Support
Professional - Registered (DSP-R) certification and a second interim credential can be issued for the Direct Support Professional – Certified (DSP-C). Full and complete apprenticeship certification can be achieved once all identified standards are successfully completed. States that have existing credentialing programs may also work with local registering entity to approve specific interim credentialing that leads to apprenticeship certification.

JOB CORPS CENTERS: Any of the Federally-funded Job Corps Centers throughout the U.S. and Puerto Rico. Job Corps annually serves approximately 65,000 youth and young adults between 16-24 years of age. Sponsors who wish to hire Job Corps graduates trained in any occupation covered under these Standards, and who meets the minimum qualifications for apprenticeship, may do so via the Direct Entry provision described in Appendix _ Selection Procedures.

JOURNEYWORKER: A worker who has attained a level of skill, abilities and competencies recognized within an industry as having mastered the skills and competencies required 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, either through formal apprenticeship or through practical on-the-job experience and formal training.)

O*NET-SOC CODE: The Occupational Information Network (O*NET) codes and titles are based on the new Standard Occupational Classification (SOC) system mandated by the federal Office of Management and Budget for use in collecting statistical information on occupations. The O*NET classification uses an 8-digit O*NET-SOC code. Use of the SOC classification as a basis for the O*NET codes ensures that O*NET information can be readily linked to labor market information such as occupational employment and wage data at the national, State, and local levels.

ON-THE-JOB LEARNING (OJL): Tasks learned on-the-job in which the apprentice must become proficient before a completion certificate is awarded. The learning must be through structured, supervised work experience.

PROGRAM SPONSOR: The Sponsor in whose name the Standards of Apprenticeship will be registered, and which will have the full responsibility for administration and operation of the apprenticeship program.

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 Registration Agency, as provided for in the criteria describe in §29.3 (g) and (h).

REGISTERED APPRENTICESHIP PARTNERS INFORMATION DATA SYSTEM (RAPIDS): The Federal system which provides for the automated collection, retention, updating, retrieval and summarization of information related to apprentices and apprenticeship programs.
REGISTRATION AGENCY: Means the U.S. Department of Labor, Office of Apprenticeship or a recognized State Apprenticeship Agency that has responsibility for registering apprenticeship programs and apprentices; providing technical assistance; conducting reviews for compliance with Title 29, CFR parts 29 and 30 and quality assurance assessments.

RELATED INSTRUCTION: An organized and systematic form of instruction designed to provide the apprentice with the 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, or by correspondence courses of equivalent value, electronic media, or other forms of self-study approved by the Registration Agency.

STANDARDS OF APPRENTICESHIP: This entire document including all appendices and attachments hereto, and any future modifications or additions approved by the Registration Agency.

SUPERVISOR OF APPRENTICE(S): An individual designated by the program sponsor to supervise or have charge and direction of an apprentice.

TRANSFER: A shift of apprenticeship agreement from one program to another or from one employer within a program to another employer within that same program, where there is agreement between the apprentice and the affected apprenticeship committee or program sponsor.

YOUTHBUILD U.S.A.: YouthBuild is a youth and community development program that simultaneously addresses core issues facing low-income communities: housing, education, employment, crime prevention, and leadership development. In YouthBuild programs, low-income young people ages 16-24 work toward their GED or high school diploma, learn job skills and serve their communities by building affordable housing, and transform their own lives and roles in society. (if applicable)
COMPOSITION OF THE APPRENTICESHIP STATE AND/OR REGIONAL COUNCILS:

To assure the best results, the administration of these Standards shall be directed by the Direct Support Professional Apprenticeship State Council and/or Regional Councils. The statewide and/or regional councils shall be composed of the following:

- Human Services Employers
- Educators and Trainers
- Direct Support Professionals
- Skills Mentors
- Service Participants
- Policy makers
- Families
- Advocates
- Others as needed

Council membership shall assure that candidates are evaluated in a fair and partial manner by assuring sufficient representation by members independent of employer entities.

The State and/or Regional Council shall determine the length of the term of office individuals who serve on the State and/or Regional Council. All members have a right of voice and to vote on all matters pertaining to the Apprenticeship Program. The State and/or Regional Council members will be selected from stakeholders involved with the Apprenticeship program and concerned with direct support workforce development.

The State and/or Regional Council may invite qualified consultants and guests to attend meetings. Such individuals shall have no vote.
SECTION I – PROGRAM ADMINISTRATION

This section outlines the responsibilities of the State and/or Regional Councils regarding the administration and operation of the NADSP/ANCOR Direct Support Professional Apprenticeship Program.

A. Establish and register Standards of Apprenticeship with the Registration Agency, and ensure adherence to them.

B. Establish and maintain rules and requirements governing the policies, administration supervision, training, and competency assessment of Apprentices. The rules and requirements shall be in conformity with these Apprenticeship Standards. A copy of such rules and requirements, and any changes to them, shall be provided to the Registration Agency and the Apprentice.

C. In collaboration with the State and/or Regional Councils, registered employers shall determine when Apprenticeship openings will be available, and the selection of Apprentices in accordance with the Selection Procedures the employer has established.

D. The employer will initiate and sign all Apprenticeship Agreements for Apprentices and forward them to the Registration Agency for approval and registration. The employer will provide copies of Apprenticeship Agreements to the State and/or Regional Council. In addition, the employer will notify the State and/or Regional Council and other appropriate parties of the cancellation, suspension, extension, reinstatement, or completion of Apprentices.

E. The State and/or Regional Council will review, and approve documentation of all Apprentice actions, including hours, content, and progress of training on the job and in related instruction; step progressions; disciplinary actions; poor evaluations; corrective action plans; successful completions; cancellations; and any other performance or attendance-related issues. In addition, the State and/or Regional Council has the authority and responsibility to review, approve and provide the results of competency assessments to each Apprentice. The State and/or Regional Council will monitor and evaluate an Apprentice’s progress, including the review of his/her records to ensure such Apprentice is fulfilling his/her responsibilities.

F. The State and/or Regional Council will notify the appropriate Registration Agency of all new apprentices to be registered, credit granted, suspensions for any reason, reinstatements, extensions, completions and cancellations with explanation of causes, notice of completions of Apprenticeship Agreements and any other information and documentation for which they have review authority.

G. The State and/or Regional Council and employers will arrange for Apprentices to get the required work experience and related instruction that will provide them with
the diversity of training delineated in the attached Work Process Schedule and Related Instruction Outline (Appendix A.1).

H. The State and/or Regional Council will certify that the Apprentice has completed required work experience, related instruction and competency assessments and submit such certification to the Registration Agency with a request for issuance of the Certificate of Completion by the Apprenticeship State and/or Regional Council

I. The State and/or Regional Council will annually review, update and revise as needed the Patterns of Apprenticeship.

J. The State and/or Regional Council will annually review, update and revise as needed the Affirmative Action Plan, good faith efforts, and Selection Procedures. Such review will include an analysis of the NADSP/ANCOR Direct Support Professional Apprenticeship Program’s success in meeting its Affirmative Action goals, the good faith efforts made, and the impact each element of the Affirmative Action Plan and Selection Procedure had on meeting its goal.

K. Meet at least every (3) month(s) to review records and progress of each apprentice in training on-the-job and in related instruction, and competency assessments, and recommend improvement or modification in training schedules, schooling, other training activities, and other areas specified in Sections A through J. Written minutes of the meeting will be kept and distributed to other entities as needed and appropriate.

L. The State and/or Regional Council will maintain: all records relating to the recruitment, selection, employment, training, and competency assessments of Apprentices for a minimum of five (5) years from the last date of action, a record of all apprentices, showing their education, experience, and progress in learning the occupation, and a confidential or secure record keeping system, especially any electronic keeping system that may be used.

M. Provide apprentices with a copy of the written rules and policies and the apprentice will sign an acknowledgment receipt of same. This procedure will be followed whenever revisions or modifications are made to the rules and policies.

SECTION II - EQUAL OPPORTUNITY PLEDGE – Title 29 CFR 29.5(b)(21) and 30.3(b)

The recruitment, selection, employment, and training of apprentices during their apprenticeship, shall be without discrimination because of race, color, religion, national origin, or sex. The Sponsor 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 (CFR), part 30, as amended (insert state regulations here, if applicable).
SECTION III - AFFIRMATIVE ACTION PLAN – Title 29 CFR 29.5(21) and 30.4

If the Sponsor employs five or more apprentices, the Sponsor will adopt an Affirmative Action Plan and Selection Procedures as required under Title 29, CFR part 30. It will be attached as Appendix C.

SECTION IV- QUALIFICATIONS FOR APPRENTICESHIP – Title 29 CFR 29.5(b)(10) (EXAMPLES)

Applicants will meet the following minimum qualifications:

A. **Age**

   The Sponsor will establish qualifications regarding minimum age limits. *(Applicant must provide evidence of minimum age respecting any applicable State Laws or regulations.)* Apprentices must not be less than 16 years of age.

B. **Education**

   A high school diploma or GED equivalency is required. Applicant must provide an official transcript(s) for high school and post high school education and training. All GED records must be submitted if applicable.

   Applicants must submit a DD-214 to verify military training and/or experience if they are a veteran and wish to receive consideration for such training/experience.

C. **Physical**

   Applicants will be physically capable of performing the essential functions of the apprenticeship program, with or without a reasonable accommodation, and without posing a direct threat to the health and safety of the individual or others.

   Applicants will pass a physical test, and/or screen for the current illegal use of drugs on acceptance into the program and prior to being employed. Applicants must also pass the local or state background check as required in their state and as required for employment in working in their respective field.

D. **Aptitude Test**

   There will be no aptitude test as identified in this apprenticeship standard. The assessment procedures for the apprentice to move through each level of the program is identified in Appendix A.2.

E. **Others**

   As appropriate.
SECTION V - SELECTION OF APPRENTICES – Title 29 CFR 30.5

Selection into the apprenticeship program will be in accordance with the selection procedures made a part of these Standards (Appendix D).

SECTION VI - APPRENTICESHIP AGREEMENT – Title 29 CFR 29.3(d) and (e) 29.5(b)(11)

After an applicant for apprenticeship has been selected, but before employment as an apprentice or enrollment in related instruction, the apprentice will be covered by a written Apprenticeship Agreement (Appendix B) signed by the Sponsor and the apprentice and approved by and registered with the Registration Agency. Such agreement will contain a statement making the terms and conditions of these standards a part of the agreement as though expressly written therein. A copy of each Apprenticeship Agreement will be furnished to the apprentice, the Sponsor, the Registration Agency, and the employer. An additional copy will be provided to the Veteran’s State Approving Agency for those veteran apprentices desiring access to any benefits to which they are entitled.

Prior to signing the Apprenticeship Agreement, each selected applicant will be given an opportunity to read and review these Standards, the Sponsor’s written rules and policies and the Apprenticeship Agreement.

The Registration Agency will be advised within forty-five (45) days of the execution of each Apprenticeship Agreement and will be given all the information required for registering the apprentice.

SECTION VII - RATIO OF APPRENTICES TO JOURNEYWORKERS – Title 29 CFR 29.5(b)(7)

A numeric ratio of apprentices to journeymen consistent with proper supervision, training, safety, and continuity of employment throughout the apprenticeship, the ratio of apprentices to journeymen will be (2) apprentices to (1) journey worker. This ratio should provide the number of Direct Support Professionals necessary for the future needs of the employer. A journey worker is someone who goes through the apprenticeship process except for those individuals who are grandfathered into a journeyperson status at inception time of the apprenticeship agreement.

SECTION VIII - TERM OF APPRENTICESHIP – Title 29 CFR 29.5(b)(2)

The term of the occupation will be competency-based supplemented by the required hours of related instruction as stated on the Sample Work Process Schedule and
Related Instruction Outline (Appendix A.1). Full credit will be given for the probationary period.

SECTION IX - PROBATIONARY PERIOD – Title 29 CFR 29.5(b)(8), (b)(20)

All applicants selected for apprenticeship will serve a probationary period of not less than 3 Months or 480 Hours of OJL.

During the probationary period either the apprentice or the Sponsor may terminate the Apprenticeship Agreement, without stated cause, by notifying the other party in writing. The records for each probationary apprentice will be reviewed prior to the end of the probationary period. Records may consist of periodic reports regarding progression made in both the OJL and related instruction, and any disciplinary action taken during the probationary period.

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 program.

After the probationary period the Apprenticeship Agreement may be canceled at the request of the apprentice, or may be suspended or canceled by the Sponsor for reasonable cause after documented due notice to the apprentice and a reasonable opportunity for corrective action. In such cases, the Sponsor will provide written notice to the apprentice and to the Registration Agency of the final action taken.

SECTION X - HOURS OF WORK

Apprentices will generally work the same hours as journeyworkers, except that no apprentice will be allowed to work overtime if it interferes with attendance in related instruction classes. Apprentices may also work hours in which a journey person may not be present but may oversee the work of the apprentice through other means.

Apprentices who do not complete the required hours of OJL during a given segment will have the term of that segment extended until the required number of hours of training are accrued.

SECTION XI - APPRENTICE WAGE PROGRESSION – Title 29 CFR 29.5(b)(5)

Apprentices will be paid a progressively increasing schedule of wages during their apprenticeship based on the acquisition of increased skill and competence on-the-job and in related instruction. Before an apprentice is advanced to the next segment of training or to journey worker status, the Sponsor will evaluate all progress to determine whether advancement has been earned by satisfactory performance in their OJL and in related instruction courses. In determining whether satisfactory progress has been made, the Sponsor will be guided by the work experience and related instruction
records and reports.

The progressive wage schedule will be an increasing percentage of the journey worker wage rate. The percentages that will be applied to the applicable journey worker rate are shown on the attached Sample Work Process Schedule and Related Instruction Outline (Appendix A.1). In no case will the starting wages of apprentices be less than that required by any minimum wage law which may be applicable.

SECTION XII - CREDIT FOR PREVIOUS EXPERIENCE – Title 29 CFR 29.5(b)(12) and 30.4(c)(8)

The Sponsor may grant credit towards the term of apprenticeship to new apprentices who demonstrate previous acquisition of skills or knowledge equivalent to that which would be received under these Standards.

Apprentice applicants seeking credit for previous experience gained outside the supervision of the Sponsor must submit the request at the time of application and furnish such records, affidavits, and other previous training records to substantiate the claim. Applicants requesting such credit who are selected into the apprenticeship program will start at the beginning wage rate. The request for credit will be evaluated and a determination made by the Sponsor during the probationary period when actual on-the-job and related instruction performance can be examined. 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. Credit may also be granted for related instruction if the applicant can verify with previous employer(s) those actual hours of instruction that we satisfactorily completed.

An apprentice granted credit will be advanced to the wage rate designated for the period to which such credit accrues. The Registration Agency will be advised of any credit granted and the wage rate to which the apprentice is advanced.

The granting of advanced standing will be uniformly applied to all apprentices.

SECTION XIII - WORK EXPERIENCE – Title 29 CFR 29.5(b)(3) and 30.8

During the apprenticeship the apprentice will receive such OJL and related instruction in all phases of the occupation necessary to develop the skill and proficiency of a skilled journey worker. The OJL will be under the direction and guidance of the supervisor of the apprentice(s).
SECTION XIV - RELATED INSTRUCTION – Title 29 CFR 29.5(b)(4)

During each segment of training each apprentice is required to participate in coursework related to the job as outlined in Appendix A.1. For each occupation, the recommended term of apprenticeship will include no less than 216 hours of related instruction for the Direct Support Professional for the term of the apprenticeship. Apprentices agree to take such courses as the Sponsor deems advisable. The Sponsor will secure the instructional aids and equipment it deems necessary to provide quality instruction. In cities, towns or areas having no vocational school or other schools that can furnish related instruction; the apprentice may be required to take an alternate form of instruction that meets the approval of the Sponsor and the Registration Agency.

*The ability for any apprentice to be paid for hours of related instruction as actual work hours will depend on their apprenticeship agreement with their State Apprenticeship Agency or Registration Agency.*

If applicable, the Sponsor will inform each apprentice of the availability of college credit. College credit will be granted to those programs in a state where the sponsoring agency has been able to secure the certification from an accredited educational institution that is able to grant college credit. These hours may vary from state to state and from program to program.

Any apprentice who is absent from related instruction classes, unless officially excused, will satisfactorily complete all coursework missed before being advanced to the next period of training. In cases of failure of an apprentice to fulfill the obligations regarding related instruction (or OJL) without due cause, the Sponsor will take appropriate disciplinary action and may terminate the Apprenticeship Agreement after due notice to the apprentice and opportunity for corrective action.

To the extent possible, related instruction will be closely correlated with the practical experience and training received on-the-job. The Sponsor will monitor and document the apprentice’s progress in related instruction classes.

The Sponsor will secure competent instructors whose knowledge, experience, and ability to teach the type of instruction to help an apprentice be successful and these instructors will be carefully examined and monitored. If applicable, when possible, the Sponsor may require the instructors to attend special training in the population served by the sponsor to further enhance the educational opportunity of the apprentice.

SECTION XV. - SAFETY AND HEALTH TRAINING – Title 29 CFR 29.5(b)(9)

All apprentices will receive instruction in safe and healthful work practices both on-the-job and in related instruction that are in compliance with the Occupational Safety and Health Standards promulgated by the Secretary of Labor under 29 U.S.C. 651 et seq., as amended, dated December 29, 1970, and subsequent amendments to that law, or State Standards that have been found to be at least as effective as the Federal
Standards.

Apprentices will be taught that accident prevention is very largely a matter of education, vigilance, and cooperation and that they should strive at all times to conduct themselves in their work to ensure their own safety and that of their fellow workers.

SECTION XVI - SUPERVISION OF APPRENTICES – Title 29 CFR 29.5(b)(14)

The Sponsor will be responsible for the training of the apprentice on the job. Apprentices will be under the general supervision of the Sponsor and under the direct oversight of the journeyworker to whom they are assigned. The supervisor of apprentice(s) designated by the employer will be responsible for the apprentice’s work assignments, and will ensure the apprentice is working under the supervision of a skilled journeyworker, evaluation of work performance, and completion and submittal of progress reports to the Sponsor.

No apprentice will be allowed to work without direct journeyworker oversight unless the agency has identified other staff besides the direct journeyworker that can also provide appropriate oversight to the apprentice. This method of additional oversight beyond a journeyworker is facilitated by the sponsor due to the dispersed nature of service delivery among DSP staffs and agencies and each agency will be required to disclose those other persons who can also supervise an apprentice.

SECTION XVII - RECORDS AND EXAMINATIONS – Title 29 CFR 29.5(b)(6)

Each apprentice may be responsible for maintaining a record of his/her work experience/training on-the-job and in related instruction and for having this record verified by his/her supervisor at the end of each week. The apprentice will authorize an effective release of their completed related instruction records from the local school authorities to the Sponsor. The record cards and all data, written records of progress evaluations, corrective and final actions pertaining to the apprenticeship, will be maintained by and will be the property of the Sponsor. This record will be included in each apprentice’s record file maintained by the Sponsor.

Before each period of advancement, or at any other time when conditions warrant, the Sponsor will evaluate the apprentice’s record to determine whether he/she has made satisfactory progress. If an apprentice’s related instruction or on-the-job progress is found to be unsatisfactory, the Sponsor may determine whether the apprentice will continue in a probationary status, or require the apprentice to repeat a process or series of processes before advancing to the next wage classification. In such cases, the Sponsor will initiate a performance improvement plan with the apprentice.

Should it be found that the apprentice does not have the ability or desire to continue the training to become a journey worker, the Sponsor will, after the apprentice has been given adequate assistance and opportunity for corrective action, terminate the
SECTION XVIII - MAINTENANCE OF RECORDS – Title 29 CFR 29.5(b)(23)

The Sponsor will maintain for a period of five (5) years from the date of last action, all records relating to apprentice applications (whether selected or not), the employment and training of apprentices, and any other information relevant to the operation of the program. This includes, but is not limited to, records on the recruitment, application and selection of apprentices, and records on the apprentice’s job assignments, promotions, demotions, layoffs, terminations, rate of pay, or other forms of compensation, hours of work and training, evaluations, competency assessments, and other relevant data. The records will permit identification of minority and female (minority and non-minority) participants. These records will be made available on request to the Registration Agency.

SECTION XIX. - CERTIFICATE OF COMPLETION OF APPRENTICESHIP – Title 29 CFR 29.5(b)(15)

Upon satisfactory completion of the requirements of the apprenticeship program as established in these Standards, the Sponsor will so certify in writing to the Registration Agency and request that a Certificate of Completion of Apprenticeship be awarded to the completing apprentice(s). Such requests will be accompanied by the appropriate documentation for both the OJL and the related instruction as may be required by the Registration Agency.

Certificate of Training - A Certificate of Training may be issued by the U.S. Department of Labor’s, Office of Apprenticeship Administrator to those registered apprentices that the Sponsor has certified in writing to the Registration Agency that the apprentice has successfully met the requirements to receive an interim credential.

SECTION XX - NOTICE TO REGISTRATION AGENCY – Title 29 CFR 29.3(2)(d) and (e) and 29.5(b)(19)

The Registration Agency will be notified within forty-five (45) of all new apprentices to be registered, credit granted, suspensions for any reason, reinstatements, extensions, modifications, completions, cancellations, and terminations of Apprenticeship Agreements and causes.

SECTION XXI - CANCELLATION AND DEREGISTRATION – Title 29 CFR 29.5(b)(18)

These Standards will, upon adoption by the Sponsor be submitted to the Registration Agency for approval. Such approval will be acquired before implementation of the program.
reserves the right to discontinue at any time the apprenticeship program set forth herein. The Registration Agency will be notified promptly in writing of any decision to cancel the program.

Deregistration of these Standards may be initiated by the Registration Agency for failure of the Sponsor to abide by the provisions herein. Such deregistration will be in accordance with the Registration Agency’s regulations and procedures.

Within fifteen (15) days of cancellation of the apprenticeship program (whether voluntary or involuntary), the Sponsor will notify each apprentice of the cancellation and the effect of same. This notification will conform to the requirements of Title 29, CFR part 29.7.

SECTION XXII - AMENDMENTS OR MODIFICATIONS – Title 29 CFR 29.5(b)(18)

These Standards may be amended or modified at any time by the Sponsor provided that no amendment or modification adopted will alter any Apprenticeship Agreement in force at the time without the consent of all parties. Such amendment or modification will be submitted to the Registration Agency for approval and registration prior to being placed in effect. A copy of each amendment or modification adopted will be furnished to each apprentice to whom the amendment or modification applies.

SECTION XXIII. - ADJUSTING DIFFERENCES/COMPLAINT PROCEDURE – Title 29 CFR 29.5(b)(22) and 30(11)

The Sponsor will have full authority to supervise the enforcement of these Standards. Its decision will be final and binding on the employer, the sponsor, and the apprentice, unless otherwise noted below.

If an applicant or an apprentice believes an issue exists that adversely affects his/her participation in the apprenticeship program or violates the provisions of the Apprenticeship Agreement or Standards, relief may be sought through one or more of the following avenues, based on the nature of the issue:

Title 29 CFR 29.7 (k)

The Sponsor will hear and resolve all complaints of violations concerning the Apprenticeship Agreement and the registered Apprenticeship Standards, for which written notification is received within fifteen (15) days of violations. The Sponsor will make such rulings as it deems necessary in each individual case and within thirty (30) days of receiving the written notification. Either party to the Apprenticeship Agreement may consult with the Registration Agency for an interpretation of any provision of these Standards over which differences occur. The name and address of the appropriate authority to receive, process and make disposition of complaints is: (Sponsors should insert applicable information here_______________________________).
Title 29 CFR 30.11

Any apprentice or applicant for apprenticeship who believes that he/she has been discriminated against on the basis of race, color, religion, national origin, or sex, with regard to apprenticeship or that the equal opportunity standards with respect to his/her selection have not been followed in the operation of an apprenticeship program, may personally or through an authorized representative, file a complaint with the Registration Agency or, at the apprentice or applicant’s election, with the private review body established by the Program Sponsor (if applicable).

The complaint will be in writing and will be signed by the complainant. It must include the name, address, and telephone number of the person allegedly discriminated against, the Program Sponsor involved, and a brief description of the circumstances of the failure to apply equal opportunity standards.

The complaint must be filed not later than one hundred eighty (180) days from the date of the alleged discrimination or specified failure to follow the equal opportunity standards, and in the case of complaints filed directly with the review body designated by the Program Sponsor to review such complaints, any referral of such complaint by the complainant to the Registration Agency must occur within the time limitation stated above or thirty (30) days from the final decision of such review body, whichever is later. The time may be extended by the Registration Agency for good cause shown.

Complaints of discrimination in the apprenticeship program may be filed and processed under Title 29, CFR part 30, and the procedures as set forth above.

The Sponsor will provide written notice of its complaint procedure to all applicants for apprenticeship and all apprentices.

SECTION XXIV - TRANSFER OF AN APPRENTICE AND TRAINING OBLIGATION – Title 29 CFR 29.5(13)

The transfer of an apprentice between apprenticeship programs and within an apprenticeship program must be based on agreement between the apprentice and the affected apprenticeship committee or program sponsors, and must comply with the following requirements:

The transferring apprentice must be provided a transcript of related instruction and on-the-job learning by the committee or program sponsor: Transfer must be to the same occupation; and

a new apprenticeship agreement must be executed when the transfer occurs between the program sponsors.

If the Sponsor is unable to fulfill his/her training obligation due to lack of work or failure to conform to these Standards the Sponsor will make every effort to refer the apprentice
with his/her consent to another employer, Registration Agency or One Stop for placement into another registered apprenticeship program. This will provide the apprentice an opportunity for continuous employment and completion of their apprenticeship program. The Sponsor will also make available to the apprentice and the receiving employer the apprentice’s training record. The apprentice must receive credit from the new employer for the training already satisfactorily completed.

SECTION XXV - RESPONSIBILITIES OF THE APPRENTICE

Apprentices, having read these Standards formulated by the Sponsor and signed an Apprenticeship Agreement with the Sponsor agree to all the terms and conditions contained therein and agree to abide by the Sponsor’s rules and policies, including any amendments, serve such time, perform such manual training, and study such subjects as the Sponsor may deem necessary to become a skilled Direct Support Professional.

In signing the Apprenticeship Agreement, apprentices assume the following responsibilities and obligations under the apprenticeship program:

A. Perform diligently and faithfully the work of the occupation and other pertinent duties assigned by the Sponsor and the employer in accordance with the provisions of these Standards.

B. Respect the property of the employer and abide by the working rules and regulations of the employer.

C. Attend and satisfactorily complete the required hours in the OJL and in related instruction in subjects related to the occupation as provided under these Standards.

D. Maintain and make available such records of work experience and training received on-the-job and in related instruction as may be required by the Sponsor.

E. Develop and practice safe working habits and work in such a manner as to assure his/her personal safety and that of fellow workers.

F. Work for the employer to whom the apprentice is assigned for the completion of apprenticeship, unless reassigned to another employer or the Apprenticeship Agreement is terminated by the Sponsor.

SECTION XXVI - TECHNICAL ASSISTANCE

Technical Assistance such as that from the U.S. Department of Labor, Office of Apprenticeship, State Apprenticeship Agencies, and vocational schools—may be requested to advise the Sponsor.
The Sponsor is encouraged to invite representatives from industry, education, business, private and/or public agencies to provide consultation and advice for the successful operation of their training program.
SECTION XXVII - OFFICIAL ADOPTION OF APPRENTICESHIP STANDARDS:

The National Alliance for Direct Support Professionals hereby adopts these Standards of Apprenticeship on this ______ Day of __________________, 2010.

________________________
Signature of Sponsor

________________________
Printed Name

The American Network of Community Options and Resources hereby adopts these Standards of Apprenticeship on this ______ Day of __________________, 2010

________________________
Signature of Sponsor

________________________
Printed Name

Sponsor(s) may designate the appropriate person(s) to sign the Standards on their behalf.