



Contract Number

SAP Number

Human Resources

Department Contract Representative	<u>Gina King, HR Assistant Director</u>
Telephone Number	<u>(909) 387-5571</u>
Contractor	<u>LAUNCH Apprenticeship Network</u>
Contractor Representative	<u>Charles Henkels</u>
Telephone Number	<u>760-925-1975</u>
Contract Term	<u>August 20,2024 to August 30, 2029</u>
Original Contract Amount	<u>N/A</u>
Program Name	<u>LAUNCH Apprenticeship Network</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (COUNTY) desires the ability to provide apprenticeship opportunities to County departments in specified industry fields; and

WHEREAS, LAUNCH Apprenticeship Network (“LAUNCH”), also known throughout this Industry Partner Agreement (“Agreement”) as the (“Contractor”), is a registered Workforce Intermediary Apprenticeship Sponsor, which is defined by the Department of Labor as an organization that can help broker local, regional, and national workforce solutions, by convening employers and community partners to determine workforce trends, and assisting in blending customized services and seed funding to grow the demand for new apprenticeship programs; and

WHEREAS, LAUNCH is a fiscally sponsored program of the Foundation for California Community Colleges (“FoundationCCC”)

WHEREAS, the County desires to obtain the services of Contractor on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree as follows:

1. Background

LAUNCH is a fiscally sponsored program of the FoundationCCC, which is the auxiliary 501(c)(3) of the California Community College Chancellor's Office that has received funding through state and federal grants, regionally allocated Strong Workforce Program project funding, and philanthropic grants for the purposes of managing and growing apprenticeship programs that leverage robust partnerships with high schools, community colleges, universities and workforce agency partners.

This Agreement is made between the County and FoundationCCC on behalf of LAUNCH and will be deemed effective as of the date the Agreement is fully executed by all signatories. LAUNCH is a registered Workforce Intermediary Apprenticeship Sponsor, which is defined by the Department of Labor as an organization that can help broker local, regional, and national workforce solutions, by convening employers and community partners to determine workforce trends, and assisting in blending customized services and seed funding to grow the demand for new apprenticeship programs.

2. Term

2.1. Term and Renewal.

This Agreement shall be effective upon execution by all signatories, and shall remain in effect through August 30, 2029, subject to the termination provisions below.

Notwithstanding the foregoing, either party may terminate this Agreement at any time, without cause, with a fourteen (14) day prior written notice to the other party. This Agreement may be terminated for just cause immediately by the County.

2.2. Procedures for Termination. Either party must cease or reduce work immediately upon receiving the notice of termination or as required by the written notice and take all steps possible to mitigate losses.

3. Basis of Agreement

LAUNCH establishes an innovative way for individuals to approach education and career, and for companies to develop talent. Apprentices complete a structured program that includes on-the-job learning and technical instruction. Participants that complete LAUNCH Apprenticeship Programs receive certificates of completion from the Division of Apprenticeship Standards and Department of Labor, and may also receive college credit, certificates and degrees based on components of the program.

LAUNCH provides (1) a structure for registered apprenticeship programs newly created through K-14 and university partners and (2) a streamlined agreement for businesses offering paid registered apprenticeships that wish to partner with multiple education partners within the sponsor's network.

4. Agreement. The parties hereby agree to the following:

4.1. Apprenticeship Industry Committee Participation

The development of LAUNCH Apprenticeship Programs are led by Regional Apprenticeship Industry Committees ("Committee"), which are categorized by industry sectors. The role of the Committee is to provide industry leadership to the apprenticeship network by considering and making recommendations to LAUNCH and the connected education partners, regarding the creation, implementation, and sustainability of apprenticeship programs.

The Committee membership is comprised of companies with a signed LAUNCH Apprenticeship Agreement to Train Apprentices. The County may have the option to designate a county representative to attend meetings and participate in discussions and decision-making. The County may be entitled to one vote per meeting. Committee decisions are made by a majority of the members present and voting.

LAUNCH staff and affiliated education partners serve as advisors. Program staff will provide the Committee with reports on all apprentices, which includes progress and advancements, cancellations,

and completions. In addition, changes to Apprenticeship Program Standards and opportunities for program improvement and expansion are subject to the Committee's review.

4.2. County Responsibilities. County agrees to fulfill the following requirements:

- 4.2.1. Provide paid on-the job learning to apprentices for a period of not more than 2080 hours.
- 4.2.2. Provide the apprentices with feedback on apprentice's progress through applicable identified professional competencies
- 4.2.3. Evaluative Feedback on Apprentice Progress. County agrees to provide evaluations of apprentices' progress to the apprentice through identified professional and occupational competencies provided by LAUNCH. Apprentices shall receive evaluations from supervisors or Human Resources personnel twice per year. LAUNCH will provide County with digital and/or printed formats for completing the evaluations and County will provide completed evaluation form to the apprentice to provide to LAUNCH to review their progress and updates at their discretion. LAUNCH may accommodate the individual needs of County if requesting to customize the evaluation process based on whether the suggested process complies with registered apprenticeship requirements and does not place undue administrative burdens on the County or program staff.
- 4.2.4. Non-Confidential Salary and Benefits Data. While actively training apprentices, County agrees to provide non-confidential salary and benefits data to LAUNCH in order to assist program staff acquire information on the effectiveness of the program in increasing overall productivity and wages of participants.
- 4.2.5. The County may subscribe to the provisions of the Apprenticeship Standards formulated and registered by LAUNCH and may agree to carry out the intent and purpose of said Apprenticeship Standards and accompanying Appendices to abide by the rules and decisions of LAUNCH established under these Apprenticeship Standards. The County may request a copy of the Apprenticeship Standards and certification to train apprentices under the provisions of these Standards. The apprentice is hereby assured of qualified training personnel and adequate supervision during the apprenticeship at the County. The training should follow the approved Work Process Schedule and Related Instruction Outline, including the rotation of tasks unless modified and reviewed by the Committee. The County shall follow the selection procedures outlined in the County's personnel rules section 1.4 that are consistent with the requirements set forth in 29 CFR § 30.10(b).

4.3 At Will Employment. Nothing in this Agreement shall impact the at-will employment of apprentices with the County.

4.4 LAUNCH Responsibilities:

- 4.4.1 LAUNCH will provide student apprentices enrolled in their program to the County for temporary on-the-job training.
- 4.4.2 LAUNCH will provide apprentices and County with a Work Process Schedule and Related Instruction Outline at the time of registration.
- 4.4.3 If apprentices discontinue the related education and/or on-the-job learning components, program staff will cancel the apprentice agreement and send notice to the apprentice and the County.

5. General Provisions

5.1. Apprenticeship Standards Modifications. County agrees to comply with Apprenticeship Standards which may be updated or modified from time to time if it does not place an undue administrative burden to County administrative staff. LAUNCH will provide the County with a 90-day advance notice, unless

required by law, such modification to determine its ability to implement. The Apprenticeship Standards shall include but are not limited to:

The current LAUNCH requirements outlined in this Agreement; and Apprenticeship Standards set forth by the Department of Labor or Division of Apprenticeship Standards.

- 5.2. DAS-752.** County will complete the attached form, California Division of Apprenticeship Standard form “DAS-752 Employer Agreement” attached and incorporated herein as Exhibit A. The DAS-752 identifies the specific Industry Committee(s) selected, and the County may select a department designee to participate as a member based on the specific industry.
- 5.3. Captions and Interpretation.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.
- 5.4. Assignment and Delegation.** This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this Agreement in connection with a merger, acquisition, or sale transfer of substantially all its assets. Any assignment not in accordance with this paragraph is void.
- 5.5. Modification of Agreement.** This Agreement may be modified only by a written agreement dated subsequent to this Agreement and signed by authorized representatives of each party. LAUNCH and County agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
- 5.6. Law to Govern Venue.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in San Bernardino County, if in state court, or in the federal district court nearest to San Bernardino County, if in federal court.
- 5.7. Authority to Bind.** LAUNCH and County each represent and warrant that the signatories below are authorized to digitally sign this Agreement on behalf of themselves or the party on whose behalf they execute this Agreement.
- 5.8. Relationship of the Parties.** LAUNCH and County are independent parties, and this Agreement will not establish any relationship of partnership, joint venture, employment, agency or otherwise. Neither party will have the power to bind the other or incur obligations on the other’s behalf without the other’s prior written consent, except as otherwise expressly provided in this Agreement.
- 5.9. Campaign Contribution Disclosure (SB 1439).** Contractor has disclosed to the County using Attachment B, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor’s proposal to the County, or (2) 12 months before the date this Contract was approved by the Purchasing Department. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or County elected officer for 12 months after the County’s consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

6. Conclusion.

6.1. Entire Agreement. This Agreement constitutes the entire, complete, final and exclusive Agreement between LAUNCH and County with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between the parties regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this Agreement are hereby deemed rejected by LAUNCH or County and shall not be of any effect or in any way binding upon LAUNCH.

6.2. Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

6.3. Conclusion. This Agreement, consisting of six (6) pages and Exhibit A, is the full and complete document describing services regarding the Contractor's rights and obligations of the parties, including all covenants, conditions, and benefits.

7. Notices.

All notices and other communications required or permitted to be given under this Agreement, including but not limited to any notice of change of address, must be directed to the following individuals:

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES:

LAUNCH REPRESENTATIVE/PROGRAM MANAGER (All Programmatic Issues):
Charles Henkels - Executive Director, LAUNCH Apprenticeship Network
Foundation for California Community Colleges
1102 Q Street, Suite 4800, Sacramento, CA 95811
charles@launchapprenticeship.org

CONTRACTS (Contracts Issues Only, including but not limited to Contract Notices):
Contracts Department - Foundation for California Community Colleges
1102 Q Street, Suite 4800, Sacramento, CA 95811
contracts@foundationccc.org

INDUSTRY PARTNER:

REPRESENTATIVE/PROGRAM MANAGER (All Programmatic Issues):
Sabrina Birdsong - Program Supervisor, Intern and Apprenticeship
385 N. Arrowhead Ave., San Bernardino, CA 92415
(909) 387-6088
Sabrina.birdsong@hr.sbcounty.gov

SAN BERNARDINO COUNTY



Dawn Rowe, Chair, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell,
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

LAUNCH Apprenticeship Network

(Print or type name of corporation, company, contractor, etc.)

By ▶ _____
(Authorized signature - sign in blue ink)

Name Charles Henkels
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT



Dawn Rowe, Chair

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell, Clerk of the Board

By _____
Deputy

BOARD GOVERNED COUNTY SERVICE AREAS



Dawn Rowe, Chair

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell, Clerk of the Board

By _____
Deputy

FOR COUNTY USE ONLY

Approved as to Legal Form

▶ _____
_____, County Counsel

Date _____

Reviewed for Contract Compliance

▶ _____

Date _____

Reviewed/Approved by Department

▶ _____

Date _____

Exhibit A : Form DAS-752

State of California - Department of Industrial Relations
DIVISION OF APPRENTICESHIP STANDARDS

The registration and recordkeeping for apprentices, along with any evaluations (one year or otherwise), will be the sole responsibility of the:

- Program Sponsor
- Employer (Requires New DAS File #) _____

EMPLOYER AGREEMENT					
Name of Program Sponsor LAUNCH Apprenticeship Network					DAS File No. 100627
Name of Employer				Contact Name	
Employer Address - Street Address, City & Zip Code				Telephone No.	
Mailing Address If different from Employer Address above - Street Address, City & Zip Code					
Occupation Name(s)	O'Net Code(s)	Occupation Name(s)	O'Net Code(s)	Occupation Name(s)	O'Net Code(s)
Community Health Worker	21-1094.00				
Licensed Vocational Nurse	29-2061.00				
Registered Nurse	29-1141.00				
A C T I O N	<input checked="" type="checkbox"/> New Employer Subscription Agreement		<input type="checkbox"/> Revision of Selection Procedures		
	<input type="checkbox"/> Revision of Work Processes		<input type="checkbox"/> Revision of Wages		
	<input type="checkbox"/> Revision of Related Instruction		<input type="checkbox"/> Revision of Other Compensation		
	Effective Date of Action:				
The undersigned employer will follow the work processes, competencies and/or certifications, along with the probationary period, RSI and wages outlined in the Apprenticeship Standards, unless indicated otherwise below. All adjustments shall be detailed and attached to this agreement.					
<input checked="" type="checkbox"/> Standards will be followed as written <input type="checkbox"/> Standards will be followed as written, except for the following (attached): <ul style="list-style-type: none"> <input type="checkbox"/> Work processes / Competencies / Certifications <input type="checkbox"/> Probationary Period <input type="checkbox"/> New Probationary Period (months) <input type="checkbox"/> Related & Supplemental Instruction (RSI) <input type="checkbox"/> Wage and Advancement Schedules (see below) 					
Present Journeyman Wage \$ _____ Per _____		Effective Date of Journeyman Wage _____			
Apprentice or Trainee Wage Scale (indicate amount of time [hours, weeks or months], competencies and/or certifications and dollar amount.)					
1st Per.	_____	5th Per.	_____	_____	_____
2nd Per.	_____	6th Per.	_____	_____	_____
3rd Per.	_____	7th Per.	_____	_____	_____
4th per.	_____	8th Per.	_____	_____	_____
Overtime Provisions:					
Straight Time Hours <input type="checkbox"/> Per Day <input checked="" type="checkbox"/> Per Week			I would like to be considered as an employer representative on the apprenticeship committee. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Other Compensation Eff. Date Per: <input type="checkbox"/> Hour <input type="checkbox"/> Month					
A. Health & Welfare	\$ _____				
B. Pension	\$ _____				
C. Vacation	\$ _____				
D. Apprentices Funds	\$ _____				
E. Other	\$ _____				
Total \$		_____	0		
The undersigned Employer hereby subscribes to the provisions of and adopts these Apprenticeship Standards formulated by the Program Sponsor. The Employer agrees to carry out the intent and purpose of said standards and to abide by the rules and decisions of the Program Sponsor established under these Apprenticeship Standards. The Employer affirms they have been furnished a true copy of the Standards, have read and understood the Standards, and do hereby request registration/certification to train apprentices under the provisions of these Standards, with all attendant rights and benefits thereof, until cancelled voluntarily or revoked by the Employer or Program Sponsor. On-the-job, the Apprentice is hereby guaranteed assignment to a skilled and competent Mentor and is guaranteed that the work assigned to the Apprentice will be rotated so as to ensure training in all phases of work.					
Signature - Subscribing Employer		Date	Signature - Union (if applicable)		Date
CERTIFIED AS CORRECT:					
Signature - Apprenticeship Consultant		Date	Signature - Committee Chair or Program Administrator		Date
<i>These Revisions are hereby made a part of and supersede provisions of Standards previously approved.</i>					
Approved for/by - Chief, Division of Apprenticeship Standards (Chief's signature required for all new file numbers)					Date Approved

3

ATTACHMENT B
Campaign Contribution Disclosure
(SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidiary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Foundation for California Community Colleges

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: _____

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
--------------	--------------------

N/A	

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 10.

Yes If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.