

COPY

MASTER AGREEMENT BETWEEN
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
AND
WESTERN BURGLAR AND FIRE ALARM ASSOCIATION INC.

This agreement is made and entered into this 14th day of November, 2001 by and between the CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT (hereinafter the District) and the WESTERN BURGLAR AND FIRE ALARM ASSOCIATION INC. (hereinafter the Program Sponsor) for the purpose of providing Related and Supplemental Instruction and other services to apprentices registered in the Fire/Life Safety Apprenticeship Program (hereinafter the Program).

In consideration of the covenants, conditions and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived from them, the parties agree as follows:

I. Definitions.

- A. "Apprentice" means a person at least eighteen years of age who has entered into a written agreement complying with Labor Code Section 3078 and who is registered in the Program.
- B. "Related and Supplemental Instruction" means instruction that is related to or supplements the training an apprentice receives through employment in the trade, craft, or business in which he or she is apprenticed. The instruction may be made available through classroom instruction, distance learning, or any other means approved by the District.

II. Provisions of Related and Supplemental Instruction.

- A. The District shall approve all curriculum in accordance with standard procedure for Related and Supplemental Instruction of apprentices in the Program. No course of instruction or other element of the curriculum shall become effective until approved by the District.
- B. For purposes of this agreement the Program Sponsor agrees to provide qualified instructors to be supervised and paid by the Program Sponsor. The instructors must meet the District's published minimum level of qualifications for faculty. Instructors who do not meet the minimum level of qualifications will need to be approved by the District's Equivalency Committee. Those instructors not approved may not be utilized for instruction of this program.
- C. The Program Sponsor shall not unlawfully refuse to enroll an apprentice in any course or otherwise impermissibly discriminate against an apprentice on account of sex, ancestry, age, marital status, race, religious creed, mental disability, medical condition (including HIV and AIDS), color, national origin, physical disability, family or sexual preference status and other similar factors in compliance with Title IX, Sections 503 and 504 of the Rehabilitation Act.

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Vice Chancellor
Business Services

- D. The Program Sponsor shall be responsible for keeping all attendance records of the apprentices enrolled and shall provide the District with any and all information and data in the Program Sponsor's possession that is reasonable and necessary to enable the District to comply with its attendance reporting obligations and other responsibilities.
- E. The District agrees to submit the program of Related and Supplemental Instruction to California Community College Chancellor's Office for approval and to establish eligibility for RSI funds.

III. Facilities, Equipment, Supplies, and Instructionally Related Services.

- A. Program Sponsor shall obtain and provide without charge to the District adequate, clean, and safe classrooms and other instructional facilities and equipment necessary to provide Related and Supplemental Instruction via classroom locations other than the Chabot College campus or through distance education.
- B. The Program Sponsor shall permit the District to inspect any facility used in providing Related and Supplemental Instruction under this agreement at any time during regular business hours.
- C. The Program Sponsor shall provide all supplies and materials needed for the Related and Supplemental Instruction, including but not limited to instruction delivered via distance learning methods, other than what the District expressly agrees to provide.

IV. General Provisions

- A. The initial term of this agreement shall commence about November 14th, 2001 and end on June 30, 2002. Thereafter, it shall be deemed automatically renewed for one (1) year periods unless at least 180 calendar days prior to an expiration date either party gives written notice of non-renewal. This initial term/renewal clause shall not be legally binding in the event that the agreement is cancelled pursuant to the terms of paragraph C of Article IV below. Changes to the agreement may be initiated by either party, and must be submitted in writing to the other party at least 60 days prior to an expiration date. The parties to the agreement must mutually agree to any change.
- B. This agreement and the rights and duties hereunder shall not be assigned in whole or in part without the written consent of both parties.
- C. When the following conditions exist, this agreement may be cancelled by either party hereto upon giving of thirty (30) days advance written notice. Such notice shall be personally served or given by United States Mail.
 - 1. Emergency conditions resulting from acts of God.
 - 2. Non-performance of the terms of this agreement.
- D. Both parties to this agreement shall provide equal opportunity in all areas of employment practice and assure that there shall be no discrimination against any

person on the basis of sex, ancestry, age, marital status, race, religious creed, mental disability, medical condition (including HIV and AIDS), color, national origin, physical disability, family or sexual preference status and other similar factors in compliance with Title IX, Sections 503 and 504 of the Rehabilitation Act, other federal and state non-discrimination regulations, and its own statements of philosophy of objectives. Furthermore, the Program Sponsor shall at all times during the life of this agreement remain in compliance with the State of California Plan for Equal Opportunity in Apprenticeship, and the parties shall cooperate in any appropriate efforts taken to meet the goals and timetables of the Division of Apprenticeship Standards under the plan.

E. The Program Sponsor shall, after reasonable notice, provide the District with any and all information and data in the Program Sponsor's possession that is reasonably necessary to enable the District to comply with its reporting obligations and other responsibilities under the Civil Right's Act of 1964, the Education Amendments of 1972, Article 9.5 (commencing with Section 11 135) of Chapter One of Part I of Division 3 of Title 2 of the California Government Code or any other federal or state law requiring non-discrimination in employment or in any program receiving federal or state financial assistance.

F. The District and Program Sponsor agree to hold each other, their agents, officers and employees harmless from any and all damages to property and persons resulting from each other's actions, errors or negligence in connection with the activities described in this agreement.

The District shall not be liable for any injuries sustained by an Unemployed Fire/Life Safety Apprentice while traveling to or from a training site or otherwise actively engaged in required Related and Supplemental Instruction.

G. If any litigation is commenced between the parties concerning this agreement or the rights and duties of either party under it, the prevailing party in the litigation shall, in addition to such other relief as may be granted, be entitled to a reasonable sum for attorney's fees incurred in the litigation, which shall be determined by the court in the litigation or in a separate action brought for that purpose.

H. The Chairperson of the Program Sponsor, or his/her designee, the Vice Chancellor of Business Services, and the Dean of Economic Development at Chabot-Las Positas Community College District, or their designees, may formalize operational details of this agreement by letter.

I. The Program Sponsor and the District agree to mutually develop an annual operating budget in accordance with the terms of this agreement which must be approved by the Program Sponsor and District staff prior to April 15 each year. This proposed budget for the ensuing fiscal year will be presented to the District governing board in accordance with the District's budget development requirements.

J. The District shall expend for or allocate to the apprenticeship classes offered under this agreement all funds accrued by the District from the attendance of apprentices in those classes, with the exception of fifteen percent (15%), which shall be withheld by the District for administrative expenses. The Program Sponsor shall invoice the

District in January for all funds accrued between July 1st and December 31st, and in July for all hours earned between January 1st and June 30th.

- K. At the end of each fiscal year (July 1 – June 30), an end-of-year reconciliation will be conducted. If the amount of revenue generated pursuant to the provisions of the statutes of the State of California is less than the amounts necessary to support the expenditures mutually agreed upon between the parties to this agreement, the Program Sponsor will provide to the District that difference when invoiced. If the amount of revenue generated pursuant to the provisions of the statutes of the State of California is more than the amounts necessary to support the expenditures mutually agreed upon between the parties to this agreement, the District will provide to the Program Sponsor that difference when invoiced. Funds paid to the Program Sponsor through this agreement are for the reimbursement of expenditures made by the Program Sponsor in support of Related Supplemental Instruction, the operation and maintenance of its training programs and/or center(s) and expenditures for equipment, tools, supplies and materials.
- L. This agreement contains the entire agreement between the parties. It supersedes any and all other agreements, either oral or in writing between the parties with regard to its subject matter and no other statement or promise relating to the subject matter of the agreement that is not contained in this document shall be valid and binding.
- M. Should any Article, Section or Sub Section of this agreement be found to be unlawful due to any Federal, State or Municipal law or regulation said Article Section or Sub Section shall be modified, amended or deleted to comply with the controlling Federal, State or Municipal law or regulation.
- N. All written notices, reports or other written communications under this agreement shall be deemed to be properly given when deposited in the United States mail, postage prepaid, addressed as follows:

(a) Notice to Chabot

Roy V. Stutzman
Vice Chancellor, Business Services
Chabot-Las Positas
Community College District
7011 Koll Center Parkway, Suite 200
Pleasanton, CA 94566

Leslie Roe
Dean, Economic Development
Chabot-Las Positas
Community College District
7011 Koll Center Parkway, Suite 200
Pleasanton, CA 94566

(b) Notice to Program Sponsor

Western Burglar and Fire Alarm Association Inc.
George Gunning
Chairman of the Board
138 East Chestnut Avenue
Monrovia, CA 91016

IN WITNESS WHEREOF the parties here have executed this agreement the day and year written above.

CHABOT-LAS POSITAS COMMUNITY
COLLEGE DISTRICT ON BEHALF
OF CHABOT COLLEGE

WESTERN BURGLAR AND FIRE
ALARM ASSOCIATION, INC.

By: 

Roy V. Stutzman
Vice Chancellor, Business Services


George Gunning
Chairman

Date: 5-12-02

10-24-01