

**Agreement between
Chabot-Las Positas Community College District
and
Northern California District Council of Laborers Construction Craft Laborers J.A.T.C.**

This Agreement (“Agreement”) is made and entered into this _____ day of October, 2022, hereafter referred to as EFFECTIVE DATE, by and between Chabot-Las Positas Community College District, hereafter referred to as the DISTRICT, and Northern California District Council Of Laborers Construction Craft Laborers J.A.T.C., hereafter referred to as PROGRAM SPONSOR, the DISTRICT and PROGRAM SPONSOR are collectively referred to as the PARTIES.

WHEREAS, the DISTRICT is a California community college district and a “local educational agency” (“LEA”) as that term is used and defined in Education Code §8150.

WHEREAS, the PROGRAM SPONSOR provides apprentice training and education pursuant to an apprenticeship program approved by the Division of Apprenticeship Standards of the Department of Industrial Relations pursuant to Labor Code §3700 et seq. (“Apprenticeship Program”).

WHEREAS, pursuant to Labor Code §3074 and Education Code §§8152 and 79149.3, the PARTIES to this Agreement wish to provide related and supplemental instruction (RSI) for the apprentices enrolled in the Apprenticeship Program administered by the PROGRAM SPONSOR, and to ensure their mutual compliance with the provisions of Labor Code sections 3070 et seq., and Education Code §§8150 et seq. and Education Code §§79140 et seq.

WHEREAS, this Agreement is made and entered into by the DISTRICT and PROGRAM SPONSOR for the purpose of the DISTRICT providing Related and Supplemental Instruction and other services to apprentices registered in the PROGRAM SPONSOR’s Construction Craft; Traffic Control; Parking and Highway Improvement; and Hod Carrier Apprenticeship Programs (“Programs”).

In consideration of the covenants set forth herein, the Parties agree as follows:

1. Definitions

- 1.1. “Apprentice” means a person who is at least eighteen (18) years of age who has entered into a written agreement with PROGRAM SPONSOR complying with Labor Code §3078 and is currently registered in the Program.
- 1.2. “Apprenticeship” means an apprenticeship program registered with the California Division of Industrial Relations, Department of Apprenticeship Standards and working with a LEA for the purpose of providing work experience and Related and Supplemental Instruction and other services to apprentices.
- 1.3. “Program Sponsor” means the independent contracting organization which sponsors the Program.
- 1.4. “Related and Supplemental Instruction” (“RSI”) means instruction provided by PROGRAM SPONSOR and/or by the DISTRICT’s Las Positas College (as administered through the Economic Development and Contract Education Department of the Chabot-Las Positas Community College District) 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. RSI may be made available through in-person classroom instruction, remote/distance learning, or any other means approved by the DISTRICT.

2. Rights and Responsibilities of DISTRICT

- 2.1. Site Visits. DISTRICT recognizes that joint oversight of the apprenticeship program administered by PROGRAM SPONSOR is essential to ensuring a productive and effective Program(s). A representative for the DISTRICT will visit the site of PROGRAM SPONSOR prior to approval of the Program(s) to assure that the RSI will be delivered in an adequate, clean and safe environment that is conducive to learning. PROGRAM SPONSOR shall, at PROGRAM SPONSOR's cost at expense, complete improvements or other modifications to the site as reasonably required by the DISTRICT to provide adequate, clean and safe learning environment, including without limitation all measures required or recommended by any local, regional, state-wide or federal public health authority. During the Term of this Agreement, the PROGRAM SPONSOR shall maintain and operate the site in conformity to the foregoing. Thereafter, visits to the PROGRAM SPONSOR's site will be made on an as-needed basis, as determined by the DISTRICT.
- 2.2. Meeting and Event Attendance. Participation by DISTRICT in PROGRAM SPONSOR's events and governance is important. DISTRICT will attend at least two meetings annually of PROGRAM SPONSOR's joint apprenticeship trust committee, more if resources permit, and will make all reasonable effort to attend events (for example, competitions or graduations) held by PROGRAM SPONSOR.
- 2.3. Data Collection and Processing.
 - 2.3.1. RSI Hours and Attendance. PROGRAM SPONSOR shall provide DISTRICT with complete and accurate attendance records for all RSI coursework ("RSI Attendance Records"). DISTRICT shall confirm that RSI Attendance Records accurately and completely report RSI hours/attendance. For courses which also require registration in Las Positas College, DISTRICT shall also compare RSI Attendance Records with the attendance reporting collected by the Admissions and Records Department of Las Positas College. Discrepancies will be discussed and revised as needed; if the DISTRICT and PROGRAM SPONSOR are unable to reach mutual agreement as to resolution of any such discrepancy, the DISTRICT's determination shall be final and binding on the PROGRAM SPONSOR. DISTRICT shall maintain RSI Attendance Records for a period of no less than 5 years. DISTRICT shall have the right to request and review additional substantiating materials from PROGRAM SPONSOR in order to verify RSI hours, reported attendance, or clarify any potential issues. PROGRAM SPONSOR shall promptly provide additional substantiating materials requested by the DISTRICT.
 - 2.3.2. Program Completion. DISTRICT may review academic records of apprentices enrolled in the Program in addition to the RSI Attendance Records for purposes of determining apprentices' completion of required coursework/training for graduation from the Program ("Program Completion Records"). DISTRICT may request such Program Completion Documents from PROGRAM SPONSOR from time-to-time during the Term of this Agreement. DISTRICT shall maintain Program Completion Records for no less than 5 years.

2.3.3. Educational Reports. DISTRICT shall have primary responsibility for preparing reports required by law to state educational oversight bodies, including the California Community College Chancellor's Office. However, PROGRAM SPONSOR may be requested to submit program statistics, including program demographics and other supporting documentation, on a timely basis to aid in the preparation of such reports.

2.4. RSI Reimbursement.

2.4.1. RSI Reimbursement Eligibility. The District will submit the PROGRAM SPONSOR's RSI Program to the California Community College Chancellor's Office for approval and to establish eligibility for RSI funds for the Program's first 58,000 RSI Hours per year. Approval of the RSI Program and authority to determine RSI reimbursement funding is vested solely in the California Community College Chancellor's Office; the District is not liable for reimbursement funding determinations made by the California Community College Chancellor's Office. DISTRICT has no liability for payment for any RSI hours provided by PROGRAM SPONSOR once RSI reimbursement funds are exhausted, or if such funds are not appropriated and allocated for use by the DISTRICT for the purpose of the program covered by this Agreement. DISTRICT shall notify PROGRAM SPONSOR as soon as possible when it becomes apparent that appropriations may be exhausted or that DISTRICT may incur excess costs under Labor Code §3074.

2.4.2. PROGRAM SPONSOR RSI Reimbursement. RSI Reimbursement to the PROGRAM SPONSOR through this Agreement are limited to Program Expenses which consist of the following: (i) expenditures made by the PROGRAM SPONSOR in support of the RSI services provided by the PROGRAM SPONSOR; (ii) the operation and maintenance of the PROGRAM SPONSOR's training programs and/or center(s); and (iii) expenditures for equipment, tools, supplies and materials necessary to provide the RSI services. The PROGRAM SPONSOR shall maintain books and records of costs, fees, expenses and charges incurred or paid by the PROGRAM SPONSOR to provide the RSI services. All such books and records shall be available for review, inspection and/or reproduction by the District upon request.

2.4.3. RSI Reimbursement Funding Reconciliation. Bi-annually during the Term of this Agreement, the PROGRAM SPONSOR and DISTRICT will conduct an "end of semester" reconciliation of the RSI Program costs and the RSI Reimbursement funding approved by the California Community College Chancellor's Office, as of January 31 and June 30. Annually, DISTRICT will submit for additional PROGRAM SPONSOR RSI hours not covered in Paragraph 2.4.1. through the California Community College Chancellor's Office recalculation process and distribute funds for this Program, as available. No guarantee is given for RSI Funding for these additional hours.

2.4.4. Allocation of RSI Reimbursement Funding. The amount of RSI reimbursement funds disbursed by the California Community College Chancellor's Office for each PROGRAM SPONSOR is determined by multiplying the current RSI hourly rate (established in the Budget Act for that year, see California Education Code §79149.3), by the number of confirmed RSI hours completed by PROGRAM SPONSOR's apprentices in the previous semester (see §2.3.1, above). The total RSI reimbursement funds allocated for the Program shall be apportioned between the DISTRICT and the PROGRAM SPONSOR as follows: eighty-five percent (85%) of the reimbursement funds will be paid by the DISTRICT to the

PROGRAM SPONSOR and fifteen percent (15%) of the reimbursement funds will be retained by the DISTRICT to cover administrative costs (“ADMINISTRATIVE FEES”).

2.4.5. Program Expenses Exceeding RSI Reimbursement Funding. If the Program Expenses exceed the RSI reimbursement funding allocated to the PROGRAM SPONSOR for a Budget year, PROGRAM SPONSOR shall be solely responsible for payment of all Program Expenses exceeding the allocation of RSI reimbursement funds to the PROGRAM SPONSOR as set forth in 2.4.4. If Program Expenses exceed the PROGRAM SPONSOR’s allocation of the RSI Reimbursement, the PROGRAM SPONSOR shall remain responsible for payment of the ADMINISTRATIVE FEES to the DISTRICT in amount equal to fifteen percent (15%) of the RSI Reimbursement based on the then current RSI Reimbursement formula and the number of graduating students reflected in the RSI Attendance Records. Payment of the ADMINISTRATIVE FEES pursuant to the following shall be made within thirty (30) days of the completion of each RSI reimbursement funding reconciliation described in Paragraph 2.4.3 above.

2.4.6. RSI Reimbursement Exceeding Program Expenses. Any RSI reimbursement funds that exceed the apportioned amounts due to PROGRAM SPONSOR under this Agreement, shall be retained by the District as the District’s sole property.

2.5. Support for Program.

2.5.1. Instructor oversight. As required by California Education Code, DISTRICT will participate in the hiring of Program instructors. To this end, DISTRICT will evaluate prospective Program instructors selected by the PROGRAM SPONSOR to determine whether they meet the Minimum Qualifications for Apprenticeship Instructors as outlined in Sections 70901 and 87356 of the California Education Code. Instructors who do not meet the minimum level of qualifications but are considered competent by the PROGRAM SPONSOR will need to be approved by the DISTRICT’s Equivalency Committee and additional documentation will be required from the PROGRAM SPONSOR for that process. Approval or disapproval of a proposed Program instructor by the Equivalency Committee is final and binding on the proposed Program instructor and PROGRAM SPONSOR. Those instructors not approved may not be utilized as Instructor of Record for the Program but may assist with classes led by an approved Program instructor, if desired by the PROGRAM SPONSOR. If requested by the PROGRAM SPONSOR, when feasible, DISTRICT will arrange for a representative to conduct an in-class evaluation of each Program instructor to be included in the evaluation process of Program instructors by the PROGRAM SPONSOR and shall assist the PROGRAM SPONSOR in recommending and providing professional development opportunities for instructors pursuant to Paragraph 3.4.4 below.

2.5.2. Curriculum Review. DISTRICT shall approve all curricula that will be offered for college credit. No course of instruction or other element of the curricula shall qualify for college credit until approved by the DISTRICT. DISTRICT shall assist PROGRAM SPONSOR with a periodic review of the Program curriculum when such review is required by the Department of Apprenticeship Standards, or when required by changes in the apprenticed industry or occupation, or by Las Positas College. DISTRICT may provide comments and suggestions to PROGRAM SPONSOR for improving and updating the Program to comport with the latest teaching methods and practices. Any substantial changes to the curriculum

will necessitate supplemental review and approval by the DISTRICT's Curriculum Committee.

- 2.5.3. Co-Governance. DISTRICT shall have a responsibility for advice on oversight and co-governance of the Program and may discuss apprentice completion rates, the estimated RSI hours for the upcoming year, classroom techniques, professional development for Program instructors, Program instructor evaluations, diversity recruitment goals and efforts and other issues with the PROGRAM SPONSOR on an annual basis. DISTRICT Participation in these meetings shall be limited to advice and comment and shall not make DISTRICT a trustee or fiduciary of the Program, nor shall DISTRICT have voting rights on any Program committees.
- 2.6. Publicity. Pursuant to Labor Code §3074.1, DISTRICT shall make information regarding the apprenticeship programs administered by PROGRAM SPONSOR available to all of its students.
- 2.7. CAC/IACA participation. At least once per year, DISTRICT will send a representative to attend a meeting of the California Apprenticeship Council (CAC) and/or Inter-Agency Advisory Committee on Apprenticeships (IACA), as appropriate for the industry or trade represented.

3. Rights and Responsibilities of Program Sponsor

- 3.1. RSI Hours and Attendance.
 - 3.1.1. Number of RSI Hours. PROGRAM SPONSOR shall provide each apprentice with a minimum of 144 hours of instruction over the course of the Program. PROGRAM SPONSOR may provide additional hours of instruction if approved by DISTRICT.
 - 3.1.2. Reporting. PROGRAM SPONSOR shall submit RSI Attendance Records to DISTRICT and shall have back-up documentation for those records, including: attendance records for each apprentice showing the names, California state apprenticeship identification number, dates, and clock hours of attendance in class for each apprentice and PROGRAM SPONSOR's sign-in records signed by the class instructor at the end of each course, at a minimum. PROGRAM SPONSOR shall comply with requests by DISTRICT for additional supporting documentation as necessary for DISTRICT to perform its RSI Hour and Attendance oversight function under this Agreement.
- 3.2. Advertising & Recruitment. Pursuant to Labor Code §3074.1, PROGRAM SPONSOR shall publicize the availability of its apprenticeship program to potential enrollees and engage in recruitment efforts with a goal of increasing the Program's diversity in keeping with California's plan for equal opportunity in apprenticeship.
- 3.3. Facilities. PROGRAM SPONSOR shall have primary responsibility for the ownership and maintenance of adequate, clean, and safe site to provide Program instruction, pursuant to Labor Code §3074. Such facilities shall at all times be in compliance with the applicable state and local laws governing commercial structures, fire, and workplace safety. The PROGRAM SPONSOR shall permit the DISTRICT to inspect any facility used to provide RSI under this Agreement during regular business hours.
- 3.4. Instructors.
 - 3.4.1. Hiring. PROGRAM SPONSOR shall hire instructors knowledgeable and experienced in the field to teach each class, and provide all RSI hours, in its apprenticeship program. All instructors are subject to review by DISTRICT to ensure that the instructor meets the

Minimum Qualifications for Apprenticeship Instructors as required by the California Education Code (see Para 2.4.1. above). However, initial recruitment, selection, and recommendation for hire are the primary responsibilities of PROGRAM SPONSOR. Notwithstanding DISTRICT review of Program instructors' qualifications, Program instructors are not employees of the DISTRICT or independent contractors to the DISTRICT. The PROGRAM SPONSOR is solely responsible for classification of Program instructors as employees of the PROGRAM SPONSOR or independent contractors to the PROGRAM SPONSOR.

3.4.2. Evaluation. PROGRAM SPONSOR will annually evaluate instructors. Instructor evaluations may include feedback from an in-class evaluation conducted by DISTRICT if requested by PROGRAM SPONSOR, depending on DISTRICT's availability. PROGRAM SPONSOR is solely responsible for retaining, re-training or replacing Program instructors.

3.4.3. Payment. PROGRAM SPONSOR shall have sole responsibility for payment of wages and benefits to Program instructors. Wage rates and benefits shall be solely determined by the PROGRAM SPONSOR.

3.4.4. Professional Development. If desired, PROGRAM SPONSOR may work with DISTRICT to provide opportunities for instructor professional development pursuant to Paragraph 4.4 below.

3.5. Training.

3.5.1. Curriculum. PROGRAM SPONSOR shall have responsibility for curriculum content, based on its experience and expertise in the field. Selection of necessary courses, subject matter, and information is the exclusive purview of the PROGRAM SPONSOR.

3.5.2. Materials. PROGRAM SPONSOR shall be responsible for providing or obtaining all supplies and materials necessary for its apprenticeship training and hands-on courses from sources other than DISTRICT.

3.6. Data Collection and Reporting.

3.6.1. Apprentice Grades. Grading of apprentices is the sole purview of the Program instructors and must not be interfered with by PROGRAM SPONSOR or DISTRICT. PROGRAM SPONSOR shall maintain records of all apprentice grades for a period of not less than 5 years and shall provide grading records to DISTRICT if requested.

3.6.2. Attendance. PROGRAM SPONSOR shall create and maintain a system for recording class attendance, at minimum a sign-in sheet signed by its instructor. Records of attendance shall be used by PROGRAM SPONSOR to generate RSI Attendance Reports, maintained for a period of not less than 5 years, and provided to DISTRICT at the end of each term and/or agreed upon intervals to verify RSI hours or to address issues with program performance or apprentice attendance.

3.6.3. Completion. PROGRAM SPONSOR shall initially assess Program completion based upon its apprenticeship standards and shall recommend apprentices to DISTRICT for approval of completion. PROGRAM SPONSOR shall maintain enrollment, drop out, termination, and completion records sufficient to ascertain the completion rate for every class year of the program and shall provide such records to DISTRICT upon request.

- 3.6.4. Assistance with State Reports. PROGRAM SPONSOR is requested to provide assistance to DISTRICT in preparing the reports discussed in Paragraph 2.2, above.
- 3.7. Notice to DISTRICT of all Events and Meetings. PROGRAM SPONSOR may provide notice and invitations to DISTRICT of the meetings of its joint apprenticeship committee, as well as any events held by the program (i.e., Competitions, Graduations).
- 3.8. CAC/IACA Participation. At least once per year, PROGRAM SPONSOR is requested to send a representative to attend a meeting of the California Apprenticeship Council (CAC) and/or Inter-Agency Advisory Committee (IACA) on Apprenticeships, as appropriate for the industry or trade represented.

4. Joint Responsibilities.

4.1. Indemnity.

- 4.1.1. PROGRAM SPONSOR Indemnity of DISTRICT. The PROGRAM SPONSOR shall defend, indemnify and hold harmless the DISTRICT and the DISTRICT's Board of Trustees, individual member of the Board of Trustees, employees, agents and representatives ("District Indemnified Parties") from and against claims, demands, liabilities, actions or causes of actions ("Claims") arising out of the negligent, grossly negligent or willful conduct of the PROGRAM SPONSOR. The foregoing shall include without limitation, Claims for personal injury, death of persons, property damage, losses and damages.
- 4.1.2. DISTRICT Indemnity of PROGRAM SPONSOR. The DISTRICT shall defend, indemnify and hold harmless the PROGRAM SPONSOR and the PROGRAM SPONSOR's employees, agents and representatives ("PROGRAM SPONSOR Indemnified Parties") from and against claims, demands, liabilities, actions or causes of actions ("Claims") arising out of the negligent, grossly negligent or willful conduct of the DISTRICT. The foregoing shall include without limitation, Claims for personal injury, death of persons, property damage, losses and damages.
- 4.2. Curriculum Review. Curriculum review will be performed when required by the Department of Apprenticeship Standards, or by changes in the apprenticed industry or occupation, or by Las Positas College.
- 4.3. Instructor Professional Development. If desired, the PARTIES may work collaboratively to identify opportunities for better instructor professional development through education or training provided by DISTRICT or external training providers with the goal of identifying or conducting at least one annual training event for Program instructors.
- 4.4. EEO Recruitment and Participation. Neither PROGRAM SPONSOR nor DISTRICT will discriminate in the performance of this Agreement against any employee, applicant, or apprentice because of a protected status: 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. The DISTRICT encourages the filing of applications by both sexes, ethnic minorities, and the disabled. The PARTIES will implement measures to ensure that applicants, apprentices, and employees are recruited, retained, evaluated, and promoted without regard to a protected status listed above, and to foster a diverse community

of applicants, apprentices, and employees. Such action may include recruitment in markets that tend to increase the diversity of the program, assistance for individuals struggling with discrimination, and a method for reporting and addressing discrimination complaints. The PARTIES shall post in conspicuous places, available to all applicants, employees, and apprentices, notices provided or required by the State of California setting forth fair employment and equal employment practices and requirements.

5. General Terms

5.1. Insurance.

5.1.1. Apprentices' Workers Compensation Insurance. The PARTIES agree to structure a mutually agreeable arrangement for insurance that ensures all apprentices are covered by workers compensation insurance and at least \$1,000,000 in general liability insurance at all times that they are engaged in related and supplemental instruction activities. Pursuant to Education Code Section 78249(a), the DISTRICT shall maintain worker's compensation insurance for any injuries sustained by unemployed Apprentices while in RSI classes or while traveling to or from the RSI training site. PROGRAM SPONSOR Workers Compensation Insurance. Pursuant to California Labor Code §3700, the PROGRAM SPONSOR shall secure Workers' Compensation Insurance for its employees engaged in the work of this Agreement.

5.1.2. PROGRAM SPONSOR Liability Insurance. The PROGRAM SPONSOR shall obtain liability insurance covering risks of loss for personal injury, death of persons, property damage and automobile liability with coverage limits of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

5.1.3. Certificates of Insurance. The PROGRAM SPONSOR shall deliver Certificates of Insurance to the District evidencing the PROGRAM SPONSOR's Workers Compensation and Liability insurance.

5.2. Term. The initial term of this Agreement shall commence on July 1, 2022 and end on June 30, 2024. Thereafter, the Term of this Agreement shall be deemed automatically annually renewed for four (4) additional one (1) year periods ("Renewal Terms"), unless the Agreement is terminated for cause as described herein. Changes to the Agreement may be initiated by either party and must be submitted in writing to the other party. The Parties to the Agreement must mutually agree to any change.

5.3. Termination.

5.3.1. Cause. Material breach of any term of this Agreement shall be grounds for termination of this Agreement for cause. Any party seeking to terminate this Agreement for cause must serve the other party with written notice of the grounds for termination and provide such other party ninety (90) days to cure the grounds for termination. If the grounds for termination are not cured within ninety (90) days of the date of written notice of termination for cause, the Agreement shall be terminated as of the expiration of such ninety (90) day period. The foregoing notwithstanding, if a notice of termination is given and the ninety (90) day cure period expires without the cure effectuated, such termination shall not affect students currently assigned to the PROGRAM SPONSOR as apprentices and the termination shall become effective at the end of the then current instructional sequence, unless otherwise mutually determined and agreed to by the PARTIES hereto.

- 5.3.2. Mutual Agreement. The PARTIES may terminate this Agreement at any time by mutual agreement memorialized in writing.
- 5.3.3. Notice. Either party may terminate this Agreement by providing written notice of intent to terminate thirty (30) days prior to the expiration of the Initial Term or a Renewal Term.
- 5.4. California Law. This contract is governed, construed, and enforced in accordance with the laws of the State of California. The PARTIES consent to the jurisdiction of the courts of the State of California to resolve any disputes arising from this Agreement.
- 5.5. Notices. All written notices, reports and other written communications under this Agreement shall be deemed effective upon their deposit in the U.S. mail, postage prepaid, or by electronic mail (email) and addressed as follows:

DISTRICT:
 Chabot-Las Positas Community College District
 5860 Owen Drive, 3rd Floor
 Pleasanton, CA 94588
 Attn. Sarah Holtzclaw
 sholtzclaw@clpccd.org

PROGRAM SPONSOR:
 Northern California District Council of Laborers Construction Craft Laborers J.A.T.C.
 1001 Westside Drive
 San Ramon, CA 94583
 Attn. Hugo de la Torre
 hdelatorre@norcaltc.org

- 5.6. Whole Agreement. This Agreement represents the complete expression of the terms of the agreement between the PARTIES. There are no extrinsic or collateral conditions. It is the intent of the PARTIES that any prior agreements, promises, negotiations, or representations not memorialized herein are to have no force, effect, or consequence during the term of this Agreement. This Agreement may only be amended by a writing signed by both PARTIES.

For DISTRICT:
Chabot-Las Positas Community College District

Signed: _____
 Name: Jonah Nicholas
 Title: Vice Chancellor, Business Services
 Date: _____

For PROGRAM SPONSOR:

Northern California District Council of Laborers Construction Craft Laborers J.A.T.C.

Signed:



Name: Hugo de la Torre

Title: Director of Apprenticeship

Date: 9/14/2022