

Agreement Between Chabot-Las Positas Community College District
and
Carpenters Training Committee for Northern California

This Agreement is made and entered into this 1st day of October, 2008, by and between Chabot-Las Positas Community College District, hereinafter referred to as DISTRICT, and the Carpenters Training Committee for Northern California, hereinafter referred to as COMMITTEE for the fiscal year ending June 30, 2009.

WITNESSETH

ARTICLE I – RECITALS

WHEREAS, DISTRICT PROVIDES credit work experience for apprentice carpenters in accordance with the provisions of Labor Code Section 3070 et. Seq., Education Code Section 8150 et. Seq. and;

WHEREAS, DISTRICT and COMMITTEE are mutually desirous of entering into an agreement to provide work experience;

NOW, THEREFORE, it is mutually agreed by and between said parties hereto as follows:

ARTICLE II – RESPONSIBILITIES OF DISTRICT

A. Instruction and Curriculum

1. DISTRICT will conduct credit work experience instruction for apprentice carpenters duly registered with the DISTRICT, consistent with California Administrative Code , Title 5, s58051 and s55250 through s55257
2. DISTRICT will follow the course of study and the plan approved by the DISTRICT Board of Trustees based upon the minimum requirements for Alternate Plan Occupational Work Experience education.
3. DISTRICT shall, with the COMMITTEE, maintain all academic records required in connection with the work experience program and evaluate student performance in the same manner as performance is evaluated in courses similar in nature conducted by the DISTRICT.
4. The instructional applicant pool and selection of instructional staff shall be developed by the DISTRICT, with final approval for selection only taking place after the DISTRICT has determined the ability of the individual selected to meet the minimum qualifications as established in Title 5, Part VI, California Code of

Regulations, Section 53413 or have a valid-for-life community college credential entitling them to teach work experience classes.

5. DISTRICT shall provide personnel to coordinate DISTRICT participation with the COMMITTEE; DISTRICT coordinator and/or staff will supervise and evaluate instructors in the work experience program. DISTRICT has the right to recommend the continuance or termination of the employment of instructors based upon evaluations by college personnel.
6. DISTRICT shall have the primary rights to control and direct the activities of the instructional work experience program and all instructional staff.
7. In order to avoid duplication of supervisory services, and as allowed under California Code of Regulations, the DISTRICT delegates to the COMMITTEE for legally indentured apprentices the requirements of Title 5, 55255.
8. DISTRICT and COMMITTEE shall mutually ensure that work experience apprenticeship course offerings meet all appropriate requirements of the California Education Code and California Code of Regulations, (Title 5).

B. Financial Accountability/Budget

DISTRICT will contract with the COMMITTEE for census generating classes.

1. The actual amount due by the DISTRICT to the COMMITTEE shall be adjusted based on the actual work experience hours and amount funded by the State when such information is finalized at end of term.
2. DISTRICT agrees to pay the estimated amount due COMMITTEE sixty (60) days from end of term. DISTRICT and COMMITTEE will review fiscal report before final payment.
3. The final payment due COMMITTEE shall be based upon apportionment funds received minus actual costs incurred, with remainder split 30% COMMITTEE, 70% DISTRICT.
4. If the State work experience and apportionment funds received from this work experience instructional program are adjusted due to subsequent audit(s) by the State of California or any of its agencies, the COMMITTEE shall reimburse to the DISTRICT any and all revenue losses which the DISTRICT may be obligated to return to the California Community Colleges, State Chancellor's Office or have deducted from the DISTRICT'S future apportionment funding Consistent with the 30/70 COMMITTEE/District split.
5. Upon request, DISTRICT agrees to provide COMMITTEE with reports indicating expenditure data during the program period.

C. Facilities, Equipment and Supplies

1. DISTRICT and COMMITTEE will mutually agree to the site of the instructional facilities.
2. DISTRICT may provide college or other alternate facilities for the program if mutually agreed upon. Should such facilities be provided, facility costs shall be a direct cost of the program.
3. DISTRICT shall retain title to classroom and instructional office equipment supplied by the DISTRICT or any capital outlay expenditures incurred for the work experience program.

ARTICLE III – RESPONSIBILITIES OF COMMITTEE

A. Facilities, Equipment and Supplies

1. COMMITTEE shall provide the DISTRICT with classroom and other space necessary at its facility. COMMITTEE shall assume all responsibilities for rent, utilities, property and liability insurance, and services furnished to and/or used, including gas, electricity, sewer, water, trash collection, janitorial services, maintenance of facilities and grounds and any required alterations to be made to the facilities.

ARTICLE IV – ASSURANCE – EQUAL OPPORTUNITY

- A. In the performance of this contract, the COMMITTEE and DISTRICT will not discriminate against any employee or applicant for employment because of race, color, sex, religion, age (over forty), national origin, ancestry, handicap, medical condition (cancer-related), status as a Vietnam era veteran, political affiliation or belief, or marital status. The COMMITTEE and DISTRICT will take affirmative action to ensure that employment applicants and employees are treated during the application process and employment period without regard to their race, color, sex, religion, age (over forty), national origin, ancestry, handicap, medical condition (cancer-related), status as a Vietnam era veteran, political affiliation or belief, or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or training. The COMMITTEE and DISTRICT shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

ARTICLE V – GENERAL PROVISIONS

- A. The initial term of this Agreement shall commence October 1, 2008-June 30, 2009.
- B. All persons employed by COMMITTEE and performing services for COMMITTEE shall be employees of COMMITTEE. COMMITTEE shall be solely responsible for the salaries and other benefits including workers' compensation of all such COMMITTEE personnel.
- C. This Agreement and the rights and duties thereunder shall not be assigned in whole or in part without the written consent of both said parties.
- D. When the following conditions exist, this Agreement may be canceled by either said party hereto upon giving thirty (30) days advanced written notice. Such notice shall be personally served or given by registered United State mail.
 - i) Emergency conditions resulting from acts of God.
 - ii) Nonperformance of the terms of this Agreement.
- E. COMMITTEE shall contemporaneously with the execution of this Agreement file with DISTRICT a certificate of insurance providing coverage for public liability in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) for each person, coverage for each accident of not less than FIVE MILLION DOLLARS (\$5,000,000), and coverage for property damage of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000). COMMITTEE agrees to provide fire/theft insurance and extended coverage for the contents owned by the DISTRICT and in place on the leased premises to the extent of replacement cost of items damaged or destroyed. DISTRICT agrees to supply COMMITTEE with inventory information when subject inventory is in place on leased premises. COMMITTEE shall also make DISTRICT a named insured on said insurance policies, and said certificates shall provide that the policy is not cancelable without advance written notice to the DISTRICT.
- F. COMMITTEE agrees to hold harmless and indemnify DISTRICT against any liability whatever arising from any act or acts of COMMITTEE employees participating or functioning in the educational experience program herein provided.
- G. DISTRICT agrees to hold harmless and indemnify COMMITTEE against any liability whatever arising from any act or acts of DISTRICT employees participating or functioning in the educational experience program herein provided.
- H. The COMMITTEE shall obtain and maintain, at the expense of the COMMITTEE, all Workers' Compensation insurance required by law for employees of the COMMITTEE in the operation of the work experience training. DISTRICT will comply with the requirements of the Education Code and Labor Code with respect to the students' Workers' Compensation insurance.

I. All written notice, reports and other written communications under this Agreement shall be deemed effective upon their deposit in the United States mail, and addressed as follows:

- i) To District: Mr. Lorenzo Lesgaspi
Vice Chancellor of Business Services
Chabot-Community Community College District
5020 Franklin Drive
Pleasanton, CA 94588
- ii) To College: Dr. J. Laurel Jones
Vice President of Academic Services
Las Positas College
3033 Collier Canyon Road
Livermore, CA 94551-7650
- iii) To Committee: Mr. John Bullock
Director
Carpenters Training Committee
For Northern California
2350 Santa Rita Road
Pleasanton, CA 94566

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year above written.

DISTRICT

Chabot -Las Positas Community College District

COMMITTEE

Carpenters Training Committee
for Northern California

By: _____

By:  _____

Title: _____

By: Executive Director

Date: _____

Date: 9/24/08