

**Agreement between  
Chabot-Las Positas Community College District  
and  
Automotive Repair & Machinists Trades Joint Apprenticeship Committee (JAC)  
of Northern California**

This Agreement (“Agreement”) is made and entered into 1<sup>st</sup> day of January, 2022, hereafter referred to as EFFECTIVE DATE, by and between Chabot-Las Positas Community College District, hereafter referred to as the DISTRICT, and the Automotive Repair & Machinists Trades Joint Apprenticeship Committee (JAC) of Northern California, 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 sections 8150 et seq. and Education Code sections 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, credit for work experience, and other services to apprentices registered in the PROGRAM SPONSOR’s Automotive Master Mechanics Apprenticeship Program (“Program”).

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 Section 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 Related and Supplemental Instruction (RSI).
- 1.3. “Program Sponsor” means the independent contracting organization which sponsors the Program.
- 1.4. “Related and Supplemental Instruction” (“RSI”) means instruction provide by the DISTRICT’s Chabot College or 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. Meeting and Event Attendance. Participation by DISTRICT in PROGRAM SPONSOR's events and governance is important. DISTRICT will attend at least one meeting of PROGRAM SPONSOR's joint apprenticeship trust committee per year, more if resources permit, and will make all reasonable effort to attend any events (for example, competitions or graduations) held by PROGRAM SPONSOR.

### **2.2. Data Collection and Processing.**

2.2.1. RSI Hours and Attendance. DISTRICT shall collect and review all reports of RSI hours and attendance from PROGRAM SPONSOR at the end of each term (RSI Attendance Records'), based on positive attendance records submitted by the College Instructor. DISTRICT shall confirm that RSI Attendance Records accurately and completely report RSI hours/attendance and compare them with the attendance reporting collected by the Admissions and Records Department of Chabot College or Las Positas College, as applicable. DISTRICT shall maintain RSI Attendance Records for a period of no less than 5 years.

2.2.2. Program Completion. DISTRICT may have the right to approve the graduation of apprentices from the Program and 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.

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

2.3. RSI Reimbursement Eligibility. The DISTRICT will submit the PROGRAM SPONSOR's RSI Program to the California Community Colleges Chancellor's Office for approval and to establish eligibility for RSI funds. Approval of the RSI Program and authority to determine RSI reimbursement funding is vested solely in the California Community Colleges Chancellor's Office; the DISTRICT is not liable for reimbursement funding determinations made by the California Community Colleges Chancellor's Office. DISTRICT has no liability for payment for any RSI hours provided to 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.

- 2.3.1. PROGRAM SPONSOR RSI Reimbursement. RSI Reimbursement to the PROGRAM SPONSOR through this Agreement are limited to Program Expenses which consist of the operation and maintenance of the PROGRAM SPONSOR's training programs and/or center. The PROGRAM SPONSOR shall maintain books and records of costs, fees, expenses and charges incurred or paid by the PROGRAM SPONSOR to support the apprentices in their RSI. All such books and records shall be available for review, inspection and/or reproduction by the District upon request.
- 2.3.2. 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 Colleges Chancellor's Office as of January 31 and June 30.
- 2.3.3. Allocation of RSI Reimbursement Funding. The amount of RSI reimbursement funds disbursed by the California Community Colleges 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: twenty percent (20%) of the reimbursement funds will be paid by the DISTRICT to the PROGRAM SPONSOR and eighty percent (80%) of the reimbursement funds will be retained by the DISTRICT in support of the RSI services provided by the DISTRICT, including expenditures for instruction, equipment, tools, supplies and materials necessary to provide the RSI services. ("Program Expenses").
- 2.3.4. 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.

#### 2.4. Support for Program.

2.4.1. Curriculum. PROGRAM SPONSOR apprentices shall attend approved classes through Chabot College or Las Positas College, taught by DISTRICT faculty with state-approved curriculum, certificate and degree pathways as part of the registered apprenticeship. Grades and attendance keeping for these courses are the purview of the College faculty.

2.5. 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.

2.6. 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 requires a minimum of 144 hours of instruction. PROGRAM SPONSOR will assist apprentices with choosing applicable available courses to cover required curriculum to complete the program.
    - 3.1.2. Reporting. PROGRAM SPONSOR is responsible for tracking apprentice's hours of instruction. DISTRICT shall provide PROGRAM SPONSOR with copies of attendance records submitted by College faculty for tracking and record keeping purposes.
  - 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. Training.
    - 3.3.1. Curriculum. PROGRAM SPONSOR shall have initial responsibility for curriculum content that satisfies the registered apprenticeship program. Selection of necessary courses, subject matter, and information is the exclusive purview of the PROGRAM SPONSOR. However, PROGRAM SPONSOR must collaborate with and accept the advice of DISTRICT on courses offered for the program's certificate and degree pathway.
    - 3.3.2. Materials/Lesson Plans. As courses will be taught by DISTRICT faculty, all materials and lesson plans will be determined by the instructors of record.
  - 3.4. Data Collection and Reporting.
    - 3.4.1. Apprentice Grades. Grading of apprentices is the sole purview of the College 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.
    - 3.4.2. Attendance. PROGRAM SPONSOR shall maintain records of class attendance, based on positive attendance records submitted by College faculty. Records of attendance shall be maintained for a period of not less than 5 years.
    - 3.4.3. Completion. PROGRAM SPONSOR shall initially assess Program completion based upon its apprenticeship standards. PROGRAM SPONSOR shall maintain enrollment, drop out, termination, and completion records sufficient to ascertain the completion rate of the program and shall provide such records to DISTRICT upon request.

- 3.4.4. Assistance with State Reports. PROGRAM SPONSOR shall provide all necessary assistance to DISTRICT in preparing the reports discussed in Paragraph 3.1.2, above.
- 3.5. Notice to DISTRICT of all Events and Meetings. PROGRAM SPONSOR may provide notice and invitations to DISTRICT of the meetings of its Joint Apprenticeship Trust Committee, as well as any events held by the program (i.e., Competitions, Graduations).
- 3.6. CAC/IACA Participation. At least once per year, PROGRAM SPONSOR will make every effort 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 members 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. The PARTIES recognize that, while the PROGRAM SPONSOR has expertise in the subject matter taught, the DISTRICT has expertise in educational theory and classroom methods and techniques. The PARTIES will perform curriculum review, make comments, and propose corrections based on their own expertise, and shall make corrections and respond to comments based in the expertise of the other party. Curriculum review will be performed when required by the Department of Apprenticeship Standards, changes in the apprenticed industry or occupation, or College or educational regulations.
  - 4.3. 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. Term. The initial term of this Agreement shall commence on the EFFECTIVE DATE and end on June 30, 2024. Thereafter, the Term of this Agreement shall be deemed automatically annually renewed for two (2) 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.

### 5.2. Termination.

5.2.1. 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.

5.2.2. Mutual Agreement. The PARTIES may terminate this Agreement at any time by mutual agreement memorialized in writing.

5.2.3. 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.

5.3. 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.

5.4. 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, and addressed as follows:

**DISTRICT:**

Chabot-Las Positas Community College District  
5860 Owen Drive, 3rd Floor  
Pleasanton, CA 94588  
Attn. Sarah Holtzclaw

**PROGRAM SPONSOR:**

Automotive Repair & Machinists Trades Joint Apprenticeship  
Committee of Northern California  
10260 MacArthur Blvd.  
Oakland, CA 94605  
Attn. Darren Rees

5.5. 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:**

**Automotive Repair & Machinists Trades Joint Apprenticeship Committee of  
Northern California**

Signed: 

Name: DARREN REES

Title: APPRENTICESHIP COORDINATOR

Date: 2/18/2022