

**Agreement between  
Chabot-Las Positas Community College District  
and  
Tides Center**

This Agreement (“Agreement”) is made and entered into this 20th 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 Tides Center, a California nonprofit public benefit corporation and fiscal sponsor for Early Care & Education Pathways to Success (ECEPTS). Hereafter, ECEPTS shall be 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 apprenticeship programs approved by the Division of Apprenticeship Standards of the Department of Industrial Relations pursuant to Labor Code §3700 et seq. (“Apprenticeship Programs”)

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 programs 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 §§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 Early Care & Education Teacher and Early Care & Education Associate Teacher Apprenticeship Program and ECEPTS Pre-Apprenticeship Program (“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 Section 3078 and is currently registered in the Programs.
- 1.2. “Pre-Apprentice” means a person who has entered into a written agreement with PROGRAM SPONSOR to complete training that may not include an on-the-job training component. Upon program completion participants are eligible for entry level employment and enrollment into associated Apprenticeship programs.
- 1.3. “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).
- 1.4. “Program Sponsor” means the independent contracting organization which sponsors the Programs.
- 1.5. “Related and Supplemental Instruction” (“RSI”) means instruction provided by the DISTRICT’s Chabot 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, working in partnership with the PROGRAM SPONSOR and the participating employer(s).

## **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, unilateral apprenticeship trust committee, or other governing 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 and Grades. DISTRICT shall collect and review all reports of RSI hours and attendance 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, as applicable. DISTRICT shall maintain RSI Attendance Records for a period of no less than 5 years in accordance with Labor Law §3073.9. District will share attendance and grade reports with PROGRAM SPONSOR at the end of each semester.
  - 2.2.2. Completion. DISTRICT may request Program Completion Documents from PROGRAM SPONSOR from time-to-time during the Term of this Agreement.
  - 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 College Chancellor's Office. However, PROGRAM SPONSOR will 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 Programs to the California Community College Chancellor's Office for approval and to establish eligibility for RSI funds. Approval of the RSI Programs 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 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 programs 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 Programs' costs and the RSI Reimbursement funding approved by the California Community College Chancellor's Office as of January 31 and June 30. DISTRICT shall reimburse PROGRAM SPONSOR within thirty (30) days of the completion of each RSI reimbursement funding reconciliation.
- 2.3.3. 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). (e.g.: the RSI rate for FY 2-22-23 is \$8.82 per hour taught. The allocation would be \$8.82 X total number of hours in classroom attendance for all apprentices.) 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 RSI 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 instructional services provided by the DISTRICT.
- 2.3.4. Program Expenses Exceeding RSI Reimbursement Funding. DISTRICT is responsible for the cost of RSI course delivery (faculty). PROGRAM SPONSOR is responsible for all non-instructional expenses, including but not limited to program staff and benefits, tools, equipment, materials and ongoing operating expenses ("Program Expenses"). If the PROGRAM SPONSOR's non-instructional Program Expenses exceed the RSI reimbursement funding allocated to the DISTRICT for this program for a budget year, as set forth in §2.3.3., PROGRAM SPONSOR shall be solely responsible for payment of those expenses.

## 2.4. Support for Programs.

- 2.4.1. Curriculum. PROGRAM SPONSOR apprentices shall attend approved classes off campus at the PROGRAM SPONSOR's designated training center, 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. DISTRICT will provide reports to PROGRAM SPONSOR as described in §2.2.1, above.

- 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 Attendance**

3.1.1. 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 programs to potential enrollees and engage in recruitment efforts with a goal of increasing the Programs' diversity in keeping with California's plan for equal opportunity in apprenticeship.

#### **3.3. Training**

3.3.1. Curriculum. DISTRICT shall have responsibility for curriculum content that satisfies the registered apprenticeship programs. DISTRICT will collaborate with PROGRAM SPONSOR on courses offered for the program to assure Program requirements are met.

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, in collaboration with PROGRAM SPONSOR, to assure that course content and assignments satisfy Program requirements.

#### **3.4. Data Collection and Reporting**

3.4.1. Data Sharing. PROGRAM SPONSOR is responsible for obtaining and retaining authorization from apprentices giving DISTRICT their authority to share apprentices' personal and academic records with PROGRAM SPONSOR.

3.4.2. Apprentice Grades. Grading of apprentices is the sole purview of the College instructors and must not be interfered with by PROGRAM SPONSOR or DISTRICT. DISTRICT shall maintain records of all apprentice grades for a period of not less than 5 years as described in §2.2.1.

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 programs and shall provide such records to DISTRICT upon request.

3.4.4. Assistance with State Reports. After given reasonable notice, 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 shall provide notice and invitations to DISTRICT of the meetings of its Apprenticeship Committee, as well as any major events held by the programs (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 on Apprenticeships (IACA), 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 grossly negligent or willful misconduct 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 grossly negligent or willful misconduct of the DISTRICT. The foregoing shall include without limitation, Claims for personal injury, death of persons, property damage, losses and damages.

##### **4.2. Confidentiality**

4.2.1. Except as otherwise required by law, the party to whom disclosure is made (the "Recipient") shall not, and shall cause each of its trustees, directors, officers, employees, agents, and representatives (collectively, "Representatives") to protect the Confidential Information (as defined below) of the disclosing party (the "Disclosing Party") against unauthorized use and disclosure using at least the same degree of care that it uses to protect its own Confidential Information from disclosure, and in any case no less than reasonable care, including to ensure that Confidential Information is not (i) disclosed to any person or entity other than Representatives of the Recipient that (A) need to know the Confidential Information for the purposes contemplated by this Contract and (B) are bound by obligations of confidentiality at least as strict as those contained in this Section; and (ii) used for any purpose other than the purposes contemplated by this Contract.

4.2.2. Promptly upon the written request of the Disclosing Party, the Recipient shall, and shall cause its Representatives to, return to the Disclosing Party or destroy all Confidential Information. If the Recipient destroys the Confidential Information,

upon request by the Disclosing Party, it shall certify that it has done so in writing to the Disclosing Party.

- 4.2.3. "Confidential Information" means, any information about the Disclosing Party or its business that is identified as "confidential" orally or in writing, at the time of the information's written disclosure or within 3 days after the disclosure, or that should be reasonably understood by the Recipient as being confidential information of the Disclosing Party, even if not so identified; and all notes, analyses, compilations, studies and other materials containing any information described in this section.
- 4.2.4. "Confidential Information" excludes information that becomes generally publicly available other than as a result of disclosure by Recipient or any of its Representatives; was known by the Recipient prior to disclosure by the Disclosing Party; becomes available to the Recipient on a nonconfidential basis from a third party that is not bound by a similar duty of confidentiality; or was independently developed by the Recipient without reference to Confidential Information of the Disclosing Party.
- 4.2.5. Notwithstanding the foregoing, Confidential Information may be disclosed if required pursuant to a valid order of a court or other governmental body with jurisdiction, or as otherwise required by law; provided that the Recipient shall provide the Disclosing Party reasonable prior written notice so the Disclosing Party may seek a protective order or other confidential treatment of such Confidential Information. Receiving Party shall reasonably cooperate with Disclosing Party to obtain such protective order or confidential treatment and in the absence of a waiver by Disclosing Party or protective order, Receiving Party shall only disclose that portion of the Confidential Information that its counsel advises is legally required to be disclosed.
- 4.3. Curriculum Review. The PARTIES recognize that, while the PROGRAM SPONSOR has expertise in the skills required by its apprentices at graduation from the programs, the DISTRICT has expertise in the education required to learn those skills, 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 the College or educational regulations.
- 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 programs, 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 §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 shall notify the DISTRICT upon becoming aware that any Apprentice is no longer employed or has been temporarily or permanently terminated from any employment arranged by or through PROGRAM SPONSOR. Furthermore, every apprentice agreement or contract arranged or facilitated by PROGRAM SPONSOR involving an Apprentice shall have a clause that requires the apprentice employer to notify PROGRAM SPONSOR immediately upon temporarily or permanently terminating the employment of any Apprentice, or upon the resignation of any Apprentice from the employment of the apprentice employer. 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 the EFFECTIVE DATE and end on June 30, 2028. 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, and addressed as follows:

**DISTRICT:**

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

**FISCAL SPONSOR:**

Tides Center  
1012 Torney Avenue  
San Francisco, CA 94129-1755  
Attn. Linda Barney

**PROGRAM SPONSOR:**

Early Care & Education Pathways to Success (ECEPTS)  
1961 Countrywood Court  
Walnut Creek, CA 94598  
Attn. Randi B. Wolfe

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.



**DISTRICT:**  
**Chabot-Las Positas Community College District**

Signed: \_\_\_\_\_

Name: Jonah Nicholas

Title: Vice Chancellor, Business Services

Date: \_\_\_\_\_

**FISCAL SPONSOR:**  
**Tides Center**


Signed:  \_\_\_\_\_

Name: Linda Barney

Title: Advisor, Social Ven

Date: 10/24/2022

**PROGRAM SPONSOR:**  
**Early Care & Education Pathways to Success (ECEPTS)**

Signed:  \_\_\_\_\_

Name: Randi Wolfe

Title: Executive Director

Date: 10/20/2022