

**FIRST AMENDMENT TO MASTER AGREEMENT BETWEEN CHABOT-LAS POSITAS
COMMUNITY COLLEGE DISTRICT AND PAINTING & DECORATING JOINT
APPRENTICESHIP AND TRAINING COMMITTEE OF THE BAY AREA, INC.**

This First Amendment is entered into as of the 5th day of December, 2008, between the Chabot-Las Positas Community College District ("District") and the Painting and Decorating Joint Apprenticeship and Training Committee of the Bay Area, Inc. ("Program Sponsor").

Recitals

WHEREAS, the parties entered into a Master Agreement, dated March 22, 2006 (and annually renewed thereafter every June 30th), in which the District and Program Sponsor agreed to offer Related and Supplemental Instruction for apprentices working with the Program Sponsor.

WHEREAS, the Program Sponsor has merged with other training organizations, which has resulted in the creation of an umbrella training organization called the District Council 16 Northern California Journeyman and Apprentice Training Trust Fund.

The Parties amend the Master Agreement as follows:

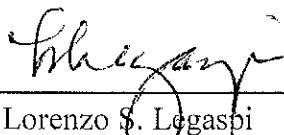
1. All references and all rights and responsibilities assigned to the "Program Sponsor" in the Master Agreement is henceforth revised from the "Painting and Decorating Joint Apprenticeship and Training Committee of the Bay Area, Inc." to be now the "District Council 16 Northern California Journeyman and Apprentice Training Trust Fund".

Except as set forth in this First Amendment, all other terms and conditions specified in the Master Agreement remain in full force and effect.

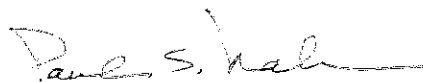
The parties have executed this First Amendment the day and year first written above.

CHABOT-LAS POSITAS
COMMUNITY COLLEGE DISTRICT
on behalf of CHABOT COLLEGE

DISTRICT COUNCIL 16 NORTHERN CALIFORNIA
JOURNEYMAN AND APPRENTICE TRAINING
TRUST FUND (formerly Painting and Decorating
Joint Apprenticeship and Training Committee of
the Bay Area, Inc.)



Lorenzo S. Legaspi
Vice Chancellor, Business Services



Paul S. Nahm
Director of Operations

Date: _____

12-5-08

Date: _____

11-18-08

MASTER AGREEMENT BETWEEN
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
AND
PAINTING & DECORATING JOINT APPRENTICESHIP AND
TRAINING COMMITTEE OF THE BAY AREA, INC.

COPY

This agreement is made and entered into this 22nd day of March, 2006 (hereinafter referred to as the **Effective Date**) by and between the CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT (hereinafter the **District**) and PAINTING & DECORATING JOINT APPRENTICESHIP AND TRAINING COMMITTEE OF THE BAY AREA, INC., (hereinafter the **Program Sponsor**) for the purpose of providing Related and Supplemental Instruction and other services to apprentices registered in the PAINTING AND DRYWALL FINISHING 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 curriculums 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, all instructors must meet the **District's** published minimum level of qualifications for faculty, whether they are provided by the **District** or the **Program Sponsor**. 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. Should the **Program Sponsor** provide the instructor, the **Program Sponsor** agrees to supervise and pay these instructors.
- 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.
- 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 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 face to face instruction or distance learning methods, other than what the **District** expressly agrees to provide.

IV. General Provisions

- A. The initial term of this agreement shall commence on the March 22, 2006 and end on June 30, 2006. Thereafter, it shall be deemed automatically renewed for one (1) year periods unless at least 60 calendar days prior to 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. 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. Each party agrees to be responsible for any damage to property or persons to the extent caused by or resulting from its or its agents, officers or employees actions, errors, or negligence in connection with the activities described in this agreement.
- 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. Subject to the **Program Sponsor's** concurrence, the Chairperson of the Joint Apprenticeship Committee, or his/her designee, the Vice Chancellor of Business Services, and the Director of Economic Development/Contract Education 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 **Program Sponsor's** instructors will teach apprentices in closed classes.
- K. At the end of the **District's** 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. 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.
- 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 District:

Lorenzo S. Legaspi
Vice Chancellor
Business Services
Chabot-Las Positas
Community College District
5020 Franklin Drive
Pleasanton, CA 94588

Julia A. Dozier
Director
Economic Development/Contract Education
Chabot-Las Positas
Community College District
5020 Franklin Drive
Pleasanton, CA 94588

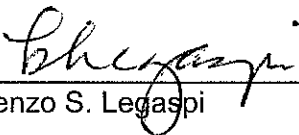
(b) Notice to Program Sponsor:


Paul S. Nahm
Director of Training
Painting & Decorating Joint Apprenticeship
and Training Committee of the Bay Area, Inc.
600 Roble Avenue
Pinole, CA 94564

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

PAINTING & DECORATING JOINT APPRENTICESHIP
AND TRAINING COMMITTEE OF THE BAY AREA, INC.

By: 
Lorenzo S. Legaspi


Paul S. Nahm

Vice Chancellor, Business Services

Director of Training

Date: 4.6.06

Date: 4-19-06

Exhibit A
Painting & Decorating Joint Apprenticeship and Training Committee of the Bay Area, Inc.
Proposed Sample Training Budget
Full Program Year
July 1, 2006 – June 30, 2007

Estimated Enrollment Data

200 students x 160 hours x 100% attendance = 32,000 hours *
 (Summer, Fall, Winter sessions)

Estimated Income

32,000 hours x \$4.86 ** = (\$155,520)

Estimated Budget Expenditures

Direct Costs for Instructors and Instructor Aides \$0
 (Responsibility of Program Sponsor)

Administrative Costs **\$37,907**

- Instructional Administration \$ 1,741
- Admissions and Records \$ 5,062
- Non-Instructional Administration \$31,104

Estimated Payment by District to Program Sponsor = (\$117,613)

* Based on estimated 200 apprentices attending for twelve months of classroom training
 Hours based on 100% attendance (with makeup classes)

** Receipt of Related and Supplemental Instruction dollars based on availability