

NON-FINANCIAL COOPERATIVE AGREEMENT
between
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
U.S. DEPARTMENT OF LABOR
and
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

1. PURPOSE

The purpose of this non-financial cooperative agreement (hereinafter "Agreement") between the Occupational Safety and Health Administration (OSHA), U.S. Department of Labor, and Chabot-Las Positas Community College District is to recognize Chabot-Las Positas Community College District as an authorized OSHA Training Institute (OTI) Education Center, and to authorize it to conduct OTI Education Center courses within its own OSHA Region in accordance with this Agreement and in support of the OSH Act, the OSHA training mission, and the Agency's National Emphasis Programs.

2. GOALS AND OBJECTIVES

Chabot-Las Positas Community College District is authorized to represent itself as an authorized OTI Education Center and to deliver approved OTI Education Center courses on a Regional basis. Chabot-Las Positas Community College District (hereinafter "OTI Education Center") agrees to conduct a minimum number of courses per month, and to schedule and promote courses in order to achieve annual student training goals and objectives as established by the OSHA Directorate of Training and Education (DTE). Standard classroom instruction courses must be conducted on a year-round basis with each required, elective, and optional course being offered in accordance with annual program goals. Required, elective, and optional courses are subject to change.

This agreement is intended solely to facilitate the ongoing delivery, monitoring, and evaluation of safety and health training provided by OTI Education Center. This Agreement does not constitute a grant or financial assistance instrument, and OSHA will provide no compensation to the OTI Education Center.

3. PERIOD OF AGREEMENT

The term of this Agreement shall commence October 1, 2012, and shall end on September 30, 2017, unless terminated in accordance with the terms of this Agreement.

4. OSHA/DTE RESPONSIBILITIES

OSHA/DTE is responsible for the following:

- a) Developing program policy.
- b) Providing answers and technical assistance on questions regarding OSHA policy and program requirements.
- c) Establishing annual program goals.
- d) Providing the OTI Education Center with learning objectives for courses to be presented.
- e) Providing curriculum and test questions for select courses.
- f) Responding to requests regarding course equivalency, jurisdictional issues, and webinar requests.
- g) Coordinating the development of new OTI Education Center courses.
- h) Monitoring the performance of the OTI Education Center through on-site program visits, training observations and examination of course reports and attendance records.
- i) Providing summaries of student evaluation results.
- j) Conducting record audits.
- k) Conducting training observations.
- l) Coordinating the efforts of the OTI Education Centers Executive Committee.
- m) Evaluating the effectiveness of the OTI Education Centers.
- n) Providing each organization with an annual performance appraisal.

- o) Providing an annual Metropolitan Statistical Area (MSA) analysis report to reflect underserved areas.
- p) Determining specifications and processes for online training.
- q) Reviewing and rendering decisions on course equivalency requests.

5. OTI EDUCATION CENTER RESPONSIBILITIES

The authorized OTI Education Center is responsible for the following:

- a) Achieving goals and objectives contained in the Annual Performance Criteria elements, including the following:
 - 1) Conducting a minimum number of courses per month as established by OSHA.
 - 2) Achieving annual student training goals and objectives as established by OSHA. Program goals are evaluated on an annual basis and revised as appropriate.
 - 3) Providing standard classroom instruction training to ensure coverage throughout the respective OSHA Region.
 - 4) Conducting standard classroom instruction courses on a year-round basis with each required, elective, and optional course being delivered in accordance with annual program goals. Required, elective, and optional courses are subject to change.
 - 5) Administering all exams provided by OSHA.
- b) Publicizing and promoting the availability of courses to ensure attendance and the delivery of scheduled courses.
- c) Registering students, providing course materials for students, and issuing course completion certificates and trainer cards, as appropriate, to students. This includes:
 - 1) Reviewing and rendering decisions to ensure that students have met all prerequisites prior to registration.

- 2) Collecting student registration and attendance records in accordance with OSHA/DTE guidelines.
- d) Complying with reporting requirements as identified by OSHA/DTE. This includes:
 - 1) Providing OSHA/DTE with training summary reports.
 - 2) Collecting student surveys in accordance with OSHA procedures and providing that data to OSHA within established timelines.
- e) Administering OSHA Outreach Training Program activities. This includes, but may not be limited to, the following:
 - 1) Reviewing incoming card requests to ensure Outreach Training Program requirements have been met.
 - 2) Distributing student cards to authorized Outreach Training Program trainers.
 - 3) Monitoring OSHA Outreach Training Program trainers including record audits and training observations.
- f) Developing and updating course curriculum to support learning objectives provided by OSHA. Please note that course curriculum development may be conducted by a third party, such as a contractor.
- g) Ensuring that instructors are qualified in the courses/subjects they will be teaching.
- h) Working in a collaborative manner with OSHA and the other authorized OTI Education Centers to support the best interests of the OTI Education Centers Program.
- i) Attending all meetings scheduled for OTI Education Center program directors.
- j) Ensuring students receive high quality standard classroom instruction instructor-led training.
- k) Providing a high level of customer service support.

- l) Complying with program policies established by OSHA. This includes, but is not limited to, the following:
 - 1) Policy memos and/or letters issued by OSHA;
 - 2) Outreach Monitoring Plan activities;
 - 3) Attendance documentation requirements;
 - 4) Student survey requirements;
 - 5) Test Administration policies;
 - 6) Reporting requirements; and
 - 7) Geographic/jurisdictional restrictions.

6. ADMINISTRATION

The OTI Education Center organization will designate one person to act as the primary program contact. The primary program contact person will be responsible for disseminating program information to others as appropriate.

7. OSHA JURISDICTION

The intended scope of this program is to train workers within OSHA's geographic jurisdiction. The OTI Education Center must comply with OSHA jurisdiction policy and ensure that enrollment is limited to persons located within the 50 U.S. States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, American Samoa, the Commonwealth of the Northern Marianas, Guam, Wake Island, Outer Continental Shelf Lands defined in the Outer Continental Shelf Lands Act, and Johnston Island. Persons located outside the Agency's geographic jurisdiction cannot be enrolled or receive student OTI Education Center course completion certificates or cards without prior approval from OSHA.

8. ADMINISTERING OUTREACH TRAINING PROGRAM

The OTI Education Center will administer OSHA Outreach Training Program activities for all individuals successfully completing any trainer course through the OTI Education Center. OSHA

may develop additional OSHA Outreach Training Programs for delivery by OTI Education Centers. In such cases, the OTI Education Center will be responsible for administering these additional OSHA Outreach Training Programs offered through its organization.

For all OSHA Outreach Training Program Trainer courses the OTI Education Center presents, it is required to distribute student cards to those OSHA Outreach Training Program trainers it authorizes. The OTI Education Center is responsible for ensuring the integrity of the information and records regarding the OSHA Outreach Training Program. OTI Education Centers must ensure that trainers comply with all OSHA Outreach Training Program Requirements and Procedures.

9. MONITORING AND EVALUATION

The OSHA Directorate of Training and Education (DTE) will monitor the performance of the OTI Education Center under this Agreement and will establish annual goals. An annual performance appraisal will be conducted and a written report will be provided to the OTI Education Center. The annual performance appraisal will be highly considered by OSHA in establishing eligibility for such areas as online course delivery, requests for exception, and non-competitive renewal of OTI Education Center authorization.

Monitoring and evaluation may include, but is not limited to, the review of reports submitted to OSHA, on-site visits to the OTI Education Center and its training sites, attendance at OTI Education Center courses, and review of course documentation. The OTI Education Center will cooperate in the evaluation process by making records and attendance documentation available upon request and by making staff available to answer questions.

Staff of the OSHA DTE will conduct an evaluation to determine the effectiveness of this program and compliance with OSHA policies. The evaluation will address such areas as the quality of the training, recruitment and registration procedures, reporting accuracy and timeliness, providing training within the OSHA Region, partnering efforts, and the number of courses delivered and students trained.

10. TRAINING RECORDS

Training records must be maintained in accordance with the OTI Education Center, but OSHA requires records are retained for a minimum of five years.

Training records include, but are not limited to, the following:

- a) Prerequisite verification documentation
- b) Registration materials
- c) Rosters
- d) Student sign-in sheets
- e) Tests
- f) Certificates of completion

OSHA reserves the right to request copies of any training records related to the OTI Education Centers Program.

11. OUT-OF-REGION COURSES

The primary focus of the OTI Education Center is to present OSHA training courses through standard classroom instruction within its own OSHA Region. Out-of-Region course delivery shall be limited to training that is provided on a contract basis for a specific organization and its employees or members.

- a) **Requests for Out-of-Region Training:** The OTI Education Center is required to conduct out-of-Region training in accordance with policies and procedures established by OSHA.
- b) **Contracting Organization:** The contracting organization is defined as the party who has contracted with the OTI Education Center to provide training outside the OTI Education Center's own Region.
- c) **Contracting Organization Members:** Members are defined as persons who belong to the contracting organization in advance of the Agreement. Out-of-Region training is not to be used as a mechanism to recruit new members.
- d) **Partnerships:** The OTI Education Center is not authorized to establish any freestanding subsidiary or partnership offering open enrollment courses outside its OSHA Region.

- e) **Accountability:** The OTI Education Center will be held strictly accountable for the actions of its contracting organization. If a contracting organization fails to comply with any aspect of this Agreement (pricing, advertising, content, etc.), the OTI Education Center will be subject to corrective action.
- f) **Advertising:** Information regarding out-of-Region courses must not be advertised or posted on any website that may be accessed by non-employees or non-members. Information regarding out-of-Region courses must not be sent to non-employees or non-members. The OTI Education Center is responsible for implementing appropriate control processes in advance to ensure that its OSHA courses are being presented in accordance with OSHA policy.

12. HOST SITE COURSES

All OTI Education Centers are encouraged to establish host sites to provide additional training opportunities within their respective OSHA Region. However, the OTI Education Center is required to include appropriate control processes and oversight to ensure that its OSHA courses are being presented in accordance with OSHA policy and to ensure that high quality training is provided for all participants.

Please note the following requirements for host site training.

Host site organizations must be located within the OTI Education Center's OSHA Region.

- a) Host site organizations must be a non-profit organization.
- b) The OTI Education Center must send written notification to DTE when a new host site location is finalized. The notification must include the host site organization name, address, and proof of non-profit status.
- c) Registration must be conducted through the OTI Education Center for all courses conducted at host site locations.
- d) OTI Education Centers must ensure that host site instructor qualifications meet established OSHA policy requirements.

- e) Dissemination of promotional materials (including electronic and print media) for courses conducted at host site locations must prominently feature the name of the sponsoring OTI Education Center clearly state the term “host site” and avoid using other terms such as “OSHA-approved”, “satellite training center”, “consortium member”, “alliance”, or “partner”, etc.
- f) All OTI Education Centers are responsible for implementing appropriate controls to ensure that its’ OTI numbered courses are presented in accordance with OSHA policy. All OTI Education Centers must develop and maintain controls necessary to ensure:
 - 1) The accuracy of the number of students trained;
 - 2) Training is reported within established timeframes;
 - 3) All daily course sign-in sheets are maintained in accordance with current OSHA policy and submitted when requested;
 - 4) Course evaluations are submitted in accordance with current OSHA policy and within established timeframes; and
 - 5) All required tests are administered and conducted in accordance with established OSHA policy.

13. RESELLING RESTRICTION

OTI Education Center Program participants are strictly prohibited from reselling OTI Education Center courses. OTI Education Center Program content may not be sold or licensed for use by a non-authorized organization. Any OTI Education Center that fails to comply with this requirement will be subject to corrective action by OSHA, which may include termination of its authorized OTI Education Center status.

14. WEBSITE AND LINKS

All websites linked from the osha.gov website must display a Privacy Policy statement. This statement must discuss the use of information that is collected from the OTI Education Center’s website, such as the use of cookies and information entered into forms.

15. RECRUITMENT

The OTI Education Center is responsible for publicizing and promoting course availability to ensure adequate student enrollment to achieve annual program goals.

16. USE OF LOGOS

The OSHA logo is a registered trademark of the Occupational Safety and Health Administration, U.S. Department of Labor, and carries all of the legal protections afforded by federal trademark registration. Department policy allows the logo's use only on OSHA and Departmental materials. OSHA currently has no statutory basis to allow the use of its logo to endorse private entities or products, and such governmental endorsement is prohibited by Federal ethics rules (5 C.F.R. § 2635.702).

Unauthorized use of the OSHA logo, Department of Labor logo or seal may be an infringement of the Department's federally-protected trademark rights and will be considered a violation of OSHA policy.

OSHA will provide active OTI Education Center Program participants with pre-approved program logo(s) for use in marketing and branding. Logo(s) will be developed to help identify and promote the OTI Education Centers Program and initiatives. OSHA requires that program participant use of the logo does not diminish program integrity or infringe the Department's trademark rights. The use of non-authorized logos will be considered a violation of OSHA policy. Permission to use other program logo(s) must be obtained from the OSHA Directorate of Training and Education.

The OTI Education Center may use the term "OSHA," but not in a manner that implies that the course is being conducted by OSHA.

The OTI Education Center must not:

- a) Use any form of the word "certify" including the word "certification", or imply that the OTI Education Center course will result in an individual being certified;
- b) Suggest or imply that the OTI Education Center course(s) will satisfy any OSHA requirement;

- c) Refer to itself as the “OSHA Training Institute”. In all instances, “Education Center” must be included following OTI or OSHA Training Institute;
- d) Conduct any promotional activity for OTI Education Center Program training outside OSHA’s geographic jurisdiction;
- e) Use “OSHA” within a website address, unless specifically approved by OSHA;
- f) Use the term “partnership” or “alliance” in describing OTI Education Center relationships with other organizations that have not been authorized to provide OTI Education Center training.

17. ADVERTISING

OTI Education Centers must comply with OSHA advertising policy restrictions.

18. CONTINUING EDUCATION UNITS (CEUs)

OSHA does not accredit organizations or individuals, does not certify organizations or individuals, and does not assign CEUs to OTI Education Center courses delivered by authorized OTI Education Centers. If the OTI Education Center wants to issue CEUs or other educational credits, it is solely responsible for applying for this approval. This includes any of the following: Continuing Education Units (CEUs), American Board of Industrial Hygiene Maintenance Points (CMs), Board of Certified Safety Professionals Continuance of Certification (CSPs), and American Association of Occupational Health Nurses Contact Hours (CHs).

19. FUNDING AND FEES

OSHA provides no funding to the OTI Education Center to conduct training. The OTI Education Center is expected to charge tuition and/or fees consistent with tuition rates for comparable courses offered by the OTI Education Center.

20. MODIFICATIONS

This Agreement entered into by OSHA and the OTI Education Center may be modified by mutual agreement, in writing, and executed by the parties’ authorized representatives.

OSHA may unilaterally modify this Agreement to incorporate changes required by Federal law, regulation, judicial opinion, or Executive Order, or because of any impediment to prompt program implementation.

The OTI Education Center may not assign, delegate, or transfer its rights and obligations under this Agreement in any manner without OSHA's written consent.

21. INVESTIGATIVE AND REVIEW PROCESS

By executing this Agreement, the OTI Education Center agrees to conduct themselves in accordance with current OSHA Policies and Procedures issued by the Directorate of Training and Education (DTE). OSHA may terminate the Agreement for non-compliance with this Agreement. If corrective action is deemed necessary, DTE will act in accordance with the terms of its investigative and review process for OTI Education Centers.

22. TERMINATION

This agreement may be terminated upon ninety (90) days written notice by either party. The termination shall be processed as a modification to the agreement.

OSHA may revoke the authorization of an OTI Education Center for failure to comply with this Agreement, with OSHA Outreach Training Program Requirements and Procedures, any other activities inconsistent with the goals and objectives of the Occupational Safety and Health Act of 1970, or for any illegal conduct.

23. CONFIDENTIALTY

Each party shall treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement.

Each party may disclose information which would otherwise be confidential if and to the extent:

- a) Required by the law of any relevant jurisdiction;
- b) The information has come into the public domain through no fault of that party; or

- c) The other party has given prior written approval to the disclosure, provided that any such information disclosed shall be disclosed only after consultation with and notice to the other party.

24. IMPLEMENTATION

Nothing in this Agreement is intended to diminish or otherwise affect the authority of the U.S. Department of Labor to implement its respective statutory functions, nor is it intended to create any right or benefit, substantive or procedural, enforceable at law by a party against the United States, its agencies, its officers, or any other person. This Agreement is effective upon signature by both parties.

Signature

Kimberly A. Locey
Director, Administrative Programs
Occupational Safety and Health
Administration
U.S. Department of Labor

Signature

Lorenzo Legaspi

Typed Name

Vice Chancellor, Business Services
Title
Chabot-Las Positas Community College District

Date

Date