

**Agreement between  
Chabot-Las Positas Community College District  
and  
Western Burglar and Fire Alarm Association Unilateral Apprenticeship  
Training Committee**

This Agreement (“Agreement”) is made and entered into this 01 day of July 2021, hereafter referred to as EFFECTIVE DATE, by and between Chabot-Las Positas Community College District, hereafter referred to as the DISTRICT, and Western Burglar and Fire Alarm Association Unilateral Apprenticeship Training Committee, 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 and other services to apprentices registered in the PROGRAM SPONSOR’s 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 work experience and Related and Supplemental Instruction and other services to apprentices.
- 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. Site Visits. DISTRICT recognizes that joint oversight of the apprenticeship program administered by PROGRAM SPONSOR is essential to ensuring a productive and effective Program. A representative for the DISTRICT will visit the site of PROGRAM SPONSOR prior to approval of the Program to assure that the RSI will be delivered in an adequate, clean and safe environment that is conducive to learning. PROGRAM SPONSOR shall, at PROGRAM SPONSOR's cost at expense, complete improvements or other modifications to the site as reasonably required by the DISTRICT to provide adequate, clean and safe learning environment, including without limitation all measures required or recommended by any local, regional, state-wide or federal public health authority. During the Term of this Agreement, the PROGRAM SPONSOR shall maintain and operate the site in conformity to the foregoing. Thereafter, visits to the PROGRAM SPONSOR's site will be made on an as-needed basis, as determined by the DISTRICT.
- 2.2. 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.
- 2.3. Data Collection and Processing.
  - 2.3.1. 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"). 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. Discrepancies will be discussed and revised as needed; if the DISTRICT and PROGRAM SPONSOR are unable to reach mutual agreement as to resolution of any such discrepancy, the DISTRICT's determination shall be final and binding on the PROGRAM SPONSOR. DISTRICT shall maintain RSI Attendance Records for a period of no less than 5 years. DISTRICT shall have the right to request and review additional substantiating materials from PROGRAM SPONSOR in order to verify RSI hours, reported attendance, or clarify any potential issues. PROGRAM SPONSOR shall promptly provide additional substantiating materials requested by the DISTRICT.
  - 2.3.2. Program Completion. DISTRICT shall 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.
  - 2.3.3. 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.

#### 2.4. RSI Reimbursement.

- 2.4.1. RSI Reimbursement Eligibility. The District will submit the PROGRAM SPONSOR's RSI Program to the California Community College 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 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 by 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.
- 2.4.2. PROGRAM SPONSOR RSI Reimbursement. RSI Reimbursement to the PROGRAM SPONSOR through this Agreement are limited to Program Expenses which consist of the following: (i) expenditures made by the PROGRAM SPONSOR in support of the RSI services provided by the PROGRAM SPONSOR; (ii) the operation and maintenance of the PROGRAM SPONSOR's training programs and/or center(s); and (iii) expenditures for equipment, tools, supplies and materials necessary to provide the RSI services. The PROGRAM SPONSOR shall maintain books and records of costs, fees, expenses and charges incurred or paid by the PROGRAM SPONSOR to provide the RSI services. All such books and records shall be available for review, inspection and/or reproduction by the District upon request.
- 2.4.3. 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 College Chancellor's Office as of January 31 and June 30.
- 2.4.4. 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). The total RSI reimbursement funds allocated for the Program shall be apportioned between the DISTRICT and the PROGRAM SPONSOR as follows: eighty-five percent (85%) of the reimbursement funds will be paid by the DISTRICT to the PROGRAM SPONSOR and fifteen percent (15%) of the reimbursement funds will be retained by the DISTRICT to cover administrative costs ("ADMINISTRATIVE FEES").

- 2.4.5. Program Expenses Exceeding RSI Reimbursement Funding. If the Program Expenses exceed the RSI reimbursement funding allocated to the PROGRAM SPONSOR for a Budget year, PROGRAM SPONSOR shall be solely responsible for payment of all Program Expenses exceeding the allocation of RSI reimbursement funds to the PROGRAM SPONSOR as set forth in 2.4.4. If Program Expenses exceed the PROGRAM SPONSOR's allocation of the RSI Reimbursement, the PROGRAM SPONSOR shall remain responsible for payment of the ADMINISTRATIVE FEES to the DISTRICT in amount equal to fifteen percent (15%) of the RSI Reimbursement based on the then current RSI Reimbursement formula and the number of graduating students reflected in the RSI Attendance Records. Payment of the ADMINISTRATIVE FEES pursuant to the following shall be made within thirty (30) days of the completion of each RSI reimbursement funding reconciliation described in Paragraph 2.4.3 above.
- 2.4.6. 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.
- 2.5. Support for Program.
- 2.5.1. Instructor oversight. As required by California Education Code, DISTRICT will participate in the hiring of Program instructors. To this end, DISTRICT will evaluate prospective Program instructors selected by the PROGRAM SPONSOR to determine whether they meet the Minimum Qualifications for Apprenticeship Instructors as outlined in Sections 70901 and 87356 of the California Education Code. Instructors who do not meet the minimum level of qualifications but are considered competent by the PROGRAM SPONSOR will need to be approved by the DISTRICT's Equivalency Committee and additional documentation will be required from the PROGRAM SPONSOR for that process. Approval or disapproval of a proposed Program instructor by the Equivalency Committee is final and binding on the proposed Program instructor and PROGRAM SPONSOR. Those instructors not approved may not be utilized as instructor of record for the Program but may assist with classes led by an approved Program instructor, if desired by the PROGRAM SPONSOR. DISTRICT will assist with the instructor evaluation metrics prepared in partnership with the PROGRAM SPONSOR. When feasible, DISTRICT will arrange for a representative to conduct an in-class evaluation of each Program instructor to be included in the evaluation process of Program instructors by the PROGRAM SPONSOR and shall assist the PROGRAM SPONSOR in providing professional development opportunities for instructors pursuant to Paragraph 3.4.4 below.
- 2.5.2. Curriculum Review. DISTRICT shall approve all curricula in accordance with standard procedure apprentice RSI in the Program. No course of instruction or other element of the curricula shall qualify for college credit until approved by the DISTRICT. DISTRICT shall assist PROGRAM SPONSOR with a periodic review of the Program curriculum when such review is required by the Department of Apprenticeship Standards, or when required by changes in the apprenticed industry or occupation. DISTRICT shall provide comments and suggestions to PROGRAM SPONSOR for improving and updating the Program to comport with the latest

teaching methods and practices. Any substantial changes to the curriculum will necessitate supplemental review and approval by the DISTRICT's Curriculum Committee.

2.5.3. Co-Governance. DISTRICT shall have a responsibility for advice on oversight and co-governance of the Program and shall discuss apprentice completion rates, the estimated RSI hours for the upcoming year, classroom techniques, professional development for Program instructors, Program instructor evaluations, diversity recruitment goals and efforts and other issues with the PROGRAM SPONSOR on an annual basis. DISTRICT Participation in these meetings shall be limited to advice and comment and shall not make DISTRICT a trustee or fiduciary of the Program, nor shall DISTRICT have voting rights on any Program committees.

2.6. 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.

2.7. 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 SPONSOR shall provide each apprentice with a minimum of 144 hours of instruction over the course of the Program. PROGRAM SPONSOR may provide additional hours of instruction if approved by DISTRICT.

3.1.2. Reporting. PROGRAM SPONSOR shall submit RSI Attendance Records to DISTRICT supported by attendance records for each apprentice showing the names, addresses, dates, and clock hours of attendance for each apprentice along with copies of PROGRAM SPONSOR's sign-in records at the end of each term. PROGRAM SPONSOR shall comply with requests by DISTRICT for additional supporting documentation as necessary for DISTRICT to perform its RSI Hour and Attendance oversight function under this Agreement.

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. Facilities. PROGRAM SPONSOR shall have primary responsibility for the ownership and maintenance of adequate, clean, and safe site to provide Program instruction, pursuant to Labor Code §3074. Such facilities shall at all times be in compliance with the applicable state and local laws governing commercial structures, fire, and workplace safety. PROGRAM SPONSOR shall maintain adequate workspace at its facilities for each apprentice participating in the program, and shall in addition provide all necessary parking, utilities, and equipment for the use of its facilities. The PROGRAM SPONSOR shall permit the DISTRICT to inspect any facility used to provide RSI under this Agreement during regular business hours.

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 or by changes in the apprenticed industry or occupation.
- 4.3. Instructor Evaluation. The PARTIES recognize that instructor evaluation is a collaborative process designed to ensure the best possible training for the apprentices in the program. The expertise of each party, as laid out in 3.4.2 above, shall be employed in evaluating the instructors. Since the instructors are the employees of PROGRAM SPONSOR, final decision on questions of termination or discipline are the sole responsibility of the PROGRAM SPONSOR.
- 4.4. Instructor Professional Development. The PARTIES recognize that for Program instructors to be most effective in training apprentices, they must have opportunities for professional development. The PARTIES agree to work collaboratively to identify opportunities for better instructor professional development through education or training provided by DISTRICT or external training provider and to find or conduct at least one annual training event for Program instructors.
- 4.5. 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. Insurance**

- 5.1.1. Apprentices' Workers Compensation Insurance. The PARTIES agree to structure a mutually agreeable arrangement for insurance that ensures all apprentices are

- 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:

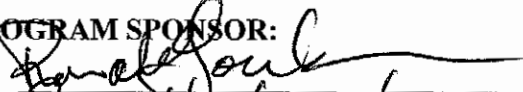
DISTRICT:  
 Chabot-Las Positas Community College District  
 5860 Owen Drive, 3<sup>rd</sup> Floor  
 Pleasanton, CA 94588  
 Attn. Sarah Holtzclaw

PROGRAM SPONSOR:  
 Western Burglar and Fire Alarm Association UATC  
 333 Washington Boulevard, #433  
 Marina del Rey, CA 90292

- 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: \_\_\_\_\_

For PROGRAM SPONSOR:  
 Signed:   
 Name: RONALD LANDER  
 Title: president  
 Date: 6/23/2021