

**AGREEMENT
Between the
Pleasanton Unified School District (DISTRICT)**

And the

Northern California Journeyman and Apprenticeship Training Trust Fund (NCJATTF)

**for
Local Educational Agency (LEA) Services**

RECITALS

1. As used in this Agreement, the term "DISTRICT" includes the official entity, and also its Board of Trustees, officers, administrators, and employees used in this Agreement, the term "PROGRAM SPONSOR" includes his/her/its successors, heirs, representatives, executors, and/or administrators of the following apprenticeship committees of the NCJATTF:
 - a. DC 16 Northern CA Floor Covering Joint Apprentice Training Committee
 - b. Northern CA District Council 16 Glazier Architectural Metal and Glass Workers Joint Apprentice Training Committee
 - c. Painting and Decorating Joint Apprenticeship and Training Committee of the Bay Area, Incorporated
 - d. Automotive Marine and Specialty Painters, Local 1176
 - e. Drywall Finishers Joint Apprenticeship Training Committee

2. As used in this Agreement, "DISTRICT" and "PROGRAM SPONSOR" are collectively referred to as "Parties" or individually as "Party."

TERM

1. The Term of this Agreement shall cover services from July 1, 2018 through June 30, 2019.

SCOPE OF SERVICES

1. RESPONSIBILITIES OF THE PROGRAM SPONSOR

- a. The PROGRAM SPONSOR shall invoice the DISTRICT on a monthly basis for Related Supplemental Instruction (RSI) funding based on a cap of attendance hours at the State approved hourly rate of \$6.26 (unless otherwise adjusted by the California Community College Chancellor's Office of Education (CCCCOE) per verified student attendance hour, not to exceed 155,022 attendance hours as an agreed to limit, set forth by both parties and the CCC COE, unless otherwise authorized by the aforementioned parties given available RSI funding.
 - i. This amount may be adjusted if more RSI hours are made available to the DISTRICT by CCCOE.
- b. The PROGRAM SPONSOR shall provide and maintain all Student Attendance, Class Records and Curriculum to be submitted as needed or requested for review to the District in accordance with RSI compliance activities.

- The PROGRAM SPONSOR shall provide or arrange for all instructors, classroom space, required training equipment, and supplies for the prescribed instruction.
- c. The PROGRAM SPONSOR will provide highly qualified instructional staff with their **instructors making progress towards earning a Designated Subjects credential issued by the California Commission on Teacher Credentialing or similar training.**
 - i. The PROGRAM SPONSOR will provide THE DISTRICT with a list of the instructor names with their current credential and/or related training certification annually, prior to the program commencement, and at any time upon which the staffing changes.
 - d. The PROGRAM SPONSOR shall be responsible for payment of all salary and other employment costs for the instructors directly to and on behalf of all the persons employed for such purposes.
 - e. The PROGRAM SPONSOR shall maintain and submit to the District, records of individual apprentices' attendance and achievements within guidelines established by the District.

2. RESPONSIBILITIES OF THE DISTRICT

- a. The District shall contract with the PROGRAM SPONSOR for all instructional and training services provided in accordance with the apprenticeship standards. The District shall retain 17% as income from the apprenticeship revenues generated by the student attendance hours of academy and related and supplemental instruction (RSI) in each fiscal year during the term of this agreement.
- b. The District shall pay to the PROGRAM SPONSOR 83% of the attendance hours invoiced by the PROGRAM SPONSOR as agreed upon based upon the CCCCO.
 - i. All revenue for either the DISTRICT or PROGRAM SPONSOR will be based upon the CCCCOE approved hourly rate of \$6.26 per verified student attendance hour within the agreed upon cap of 155,022 annual attendance hours as generated by verifiable apprentice attendance records.
 - ii. All classroom hours shall be scheduled in accordance with the California Education Code Section 8152.
- c. The District obligation hereunder is payable from funds appropriated for the purpose of this Agreement and is contingent upon the establishment of an appropriation as specified in the California Education Code, Sections 8150 and 8152 for each fiscal year this Agreement is in effect or other supplemental appropriations derived from hours of apprenticeship education.
- d. The District has no obligation for any services, which may have been provided by the PROGRAM SPONSOR hereunder, if such funds are not appropriated and allocated for use by the District from the CCCCOE or other approved state agency for the purposes of this program. The District shall notify the PROGRAM SPONSOR of any such non-allocation at the earliest possible date.
- e. The District shall disburse funds that have been received from the State and owed to the PROGRAM SPONSOR within 30 days of receiving said PROGRAM SPONSOR invoice based upon reported attendance.
- f. The District shall claim as income, funds received, generated by, or attributed to the Apprenticeship Program such as, but not limited to, funds derived from apprenticeship education revenues pursuant to the California Education Code, Sections 8150 and 8152 of Article 8, Chapter 1, Part 6, Title I or other appropriations based on hours of apprenticeship education.
- g. WORKERS COMPENSATION: The DISTRICT accepts specific liability under workmen's compensation as required by law for apprentice students only while registered apprentice students are attending class. The DISTRICT will provide

forms and contact information to the PROGRAM SPONSOR for the DISTRICT approved medical provider to utilize when such occurrences happen during formal class hours. Classes may be held at the Program Sponsor's training site or at off-site locations.

TERMINATION

Both the DISTRICT and PROGRAM SPONSOR may terminate this agreement by providing Sixty (60) days' written notice of intent to terminate at any time and for any reason or for no reason.

Notwithstanding any termination, this agreement may be renewed annually by mutual consent for an additional four years ending on June 30, 2021 given available funding from the California Department of Education and the California Community College Chancellor's Office.

INDEMNIFICATION

PROGRAM SPONSOR shall defend, indemnify, and hold harmless DISTRICT and DISTRICT's Board of Trustees, officers, employees, and agents, from and against any and all claims, actions, liability, damage, loss or obligations including all costs, demands, expenses and attorney's fees, arising out of PROGRAM SPONSORS performance of PROGRAM SPONSOR obligations under this Agreement. PROGRAM SPONSOR shall not be liable for liability arising out of the sole negligence of DISTRICT. PROGRAM SPONSOR'S obligation to indemnify DISTRICT shall apply to any claims, actions, liability, damage, loss or obligations, including all costs, demands, expenses and attorney's fees, arising out of PROGRAM SPONSOR'S actual or alleged breach of any confidentiality or services agreement with any person or entity.

MISCELLANEOUS

1. All written notices, reports and other written communications under this agreement shall be deemed effective upon their deposit in the United States mail, postage prepaid, and addressed as follows:

Pleasanton Unified School District
Attn: Glen Sparks, Director, Adult and Career Education
4665 Bernal Avenue
Pleasanton, CA 94566

Northern California Journeyman and Apprenticeship Training Trust Fund (NCJATTF)
Attn:
Address, Street
name City, State, Zip

2. The District and the PROGRAM SPONSOR shall, to the extent permitted by law, indemnify and hold each other harmless against any liability whatsoever arising from any act or acts of their employees participating or functioning in the apprenticeship program herein provided.

3. The PROGRAM SPONSOR reaffirms its commitment to provide equal employment opportunity and an equitable and representative distribution of women and minorities while maintaining existing standards. It is and will continue to be the policy of the PROGRAM SPONSOR not to discriminate against any applicant on the basis of race, color, national origin, marital status, sex, or other non-job related reason.

AUTHORIZED DISTRICT PARTY:

Signature:

Printed Name and title:

Date

Signed:

Address

Phone Number

Email

Email:

AUTHORIZED PROGRAM SPONSOR PARTY:

Signature:

Printed Name and Title:

Date

Signed:

Address

Phone Number

Email: