SAN LEANDRO UNIFIED SCHOOL DISTRICT
APPRENTICESHIP AGREEMENT
B.A.C. LOCAL No. 3 JATEC

This Agreement made and entered into this first day of September 2014, by and between the San Leandro Unified School District, hereinafter referred to as "District" and the, B.A.C. LOCAL No. 3 JATEC hereinafter referred to as "Sponsor", on behalf of the program hereinafter referred to as the committee

WITNESSED

WHEREAS, District is authorized to provide vocational education for apprentices B.A.C. LOCAL No. 3 JATEC in accordance with provisions of California Labor Code Section 3074 and

WHEREAS, Sponsor has available trained and experienced individuals to instruct apprentices;

WHEREAS, Pursuant to the provisions of the California Code of Regulations, Title 8, Sections 235 through 241, the District and Sponsor may enter into a joint agreement on behalf of the District and Committee, that excess cost incurred by the District solely in connections with the program sponsored by the Committee shall be payable by the Sponsor;

WHEREAS, District and Sponsor wish to enter into an agreement to provide training for Apprentices under certain terms and conditions.

NOW THEREFORE, the parties mutually agree as follows:

<u>Responsibilities of District</u>

1. District will provide supplemental funding to support the cost of apprenticeship instruction and related expenses for Apprentices duly registered with the State of California, Division of Apprenticeship Standards.

2. District will require the uses of the training methods based upon the minimum requirements provided for in the Apprenticeship Curriculum Program Guide or as otherwise approved by the Committee.

3. District shall cooperate with the committee in the supervision of the instructors, registration of students, and in providing assistance for instructor in-service training seminars. However, the Committee shall be responsible for the conduct and qualifications of instructors.

4. District shall provide a consultant to the Committee as provided in the Approved Apprenticeship Standards.

5. District will retain 15 percent of the apprenticeship apportionment generated by the students in the Apprenticeship Program conducted under this Agreement as reimbursement for direct support charges as these items are defined in California Code of Regulations, Title 8, Section 239.

6. District will budget the remaining 85 percent of the apprenticeship apportionment generated by the students in the Apprenticeship program conducted under this agreement for the direct costs as the term is defined in the California Code of Regulations, Title 8, Section 239. As apprenticeship apportionment is received from the State of California, the District will forward 85% of the revenue support costs for instructional supplies, operating expenses and instructional costs.

Responsibilities of Sponsor and Committee

1. The Sponsor shall provide a coordinator to supervise the apprentices while they are on the job and to maintain records of on-the-job progress. Said coordinator will provide instructor in-service training seminars with emphasis on manipulative instruction techniques and on methods of instruction appropriate for a work site.

2. Committee shall provide necessary curriculum required for instruction. Other teaching aids necessary to instruct the classes will be provided, subject to review and approval of the District.

3. Sponsor shall provide, instruct and monitor the safe condition of equipment and tools necessary to conduct the instructional program.

4. The Committee shall maintain apprentice records including records of attendance and shall report data to District monthly for apportionment or Affirmative Action Compliance Reviews. These records will be maintained for a period of five (5) years.

5. Committee shall supervise the administration and enforcement of Approved Apprenticeship Standards.

6. The Sponsor shall be solely responsible for the salaries and other benefits including Workers' Compensation of all persons employed by Sponsor and performing services for Committee, as for apprentices not otherwise employed. Sponsor shall provide District with appropriate certificates of insurance in this regard.

General Provisions

1. The initial term of this Agreement shall commence on the first day of September 2014. Based on available funding, the Agreement shall be deemed renewable from year to year. At least thirty (30) calendar days prior to expiration date either party gives written notice of non-renewal. This initial terms/renewal clause shall not be legally binding in the event that the Agreement is cancelled pursuant to the terms of paragraph 3 below.

2. This Agreement and the rights and duties there under shall not be assigned in whole or part without the expressed written consent of both said parties.

3. When the following conditions exist, this Agreement may be cancelled by either said party hereto upon written notice. Such notice shall be personally served or given by certified United States mail.

A. Emergency conditions resulting from act of God.

B. Non-performance of other terms of this Agreement, including failure to have adequate insurance.

4. Sponsor agrees to hold harmless and indemnify District from every claim or demand or any kind of nature whatsoever, howsoever caused, which may be made by and persons arising from the conduct of the apprentice instruction described herein and further agrees at its own cost, expense and risk to defend any and all actions, suits or other legal proceeding which may be brought against District as a result of action or inaction, and further agrees that it will pay or satisfy and judgment which may be rendered therein. It is understood that this section does not apply to any claims or demands of any nature which may be made by any person resulting solely from any action or inaction by District, its officers or employees. Sponsor shall maintain in effect a policy of liability insurance in the amount of $1,000,000 per occurrence. It shall furnish the district a certificate of such insurance, naming District as an additional insured. Sponsor shall notify District of the cancellation of such insurance immediately.

5. The Committee and District agree that apprentices, while attending related and supplemental instruction classes, shall be considered to be in the employ of the Apprentice's employer or as otherwise specified in Section 3368 of California labor Code.

6. Committee and District agree that the level of expenditures will be per budget attached hereto as Attachment 1. Committee and District agree to develop mutually

subsequent annual operating budget in accordance with the terms of this Agreement which must be submitted by the District and approved by the Committee prior to July 1st of each year and which will be presented to District governing board in accordance with budget development provisions of law.

7. The reimbursement from the District to the Sponsor for the cost of training supplies and operating cost will be due within thirty (30) days upon approval of confirmed attendance and invoice.

8. Sponsor agrees to provide an amount of money in support of the Agreement, Hereinafter to as "Excess Cost," that is equal to the difference between revenue generated pursuant to the provision of the statutes of the State of California in each fiscal year to support the expenditures mutually agreed upon between the parties of this Agreement and the total cost of the District for

such program(s) as provided by the Agreement. District will make every effort to not create "Excess cost" and will keep Committee fully informed on income and expense data and quarterly accumulative reports.

9. Sponsor agrees to reimburse the District for such excess cost within thirty (30) days of the conclusion of the session.

10. In the event any monies accrue in the excess of expenditures, (agreed on in the Attachment 1) they will be retained by District in a separate account to be applied to the Committee's cost of subsequent sessions if needed. Should the program be cancelled or not renewed, excess monies shall be remitted to the committee.

11. Assurance is given that Sponsor does not discriminate in its recruiting, enrollment, training and placement activities by reason of race, color religion, age, national origin or sex.

12. Sponsor and District agrees that if after the close of any fiscal year adjustment are made either to cost or income for the fiscal year, then any excess cost claimed by the District will be recalculated to reflect the changes and appropriate refunds or additional payments shall be made by the affected parties.

13. This Agreement comprises the entire understanding of the parties and cannot be amended except in writing signed by both parties.

14. Should any dispute arise out of the performance of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees.

IN WITNESS WHEREOF the parties hereto have executed this day and year first above written.

DISTRICT	SPONSOR
By _____	By _____
Bradley Frazier, Principal	Joseph K. Sunquist, Coordinator
San Leandro Adult School	B.A.C. Local No. 3 JATEC Apprentice Program
Date: _____	Date: _____