

**NAPA VALLEY ADULT EDUCATION
NAPA VALLEY UNIFIED SCHOOL DISTRICT**

AND

**SOLANO NAPA COUNTIES ELECTRICAL WORKERS
JOINT APPRENTICESHIP AND TRAINING TRUST**

THIS AGREEMENT is made and entered into the 1st day of July 2019 by and between Napa Valley Unified School District Adult School, a public entity, and hereinafter referred to as *NVAE* and Electrical Training Trust for Napa and Solano Counties Joint Apprenticeship and Training Committee, hereinafter referred to as *Program Sponsor*

WITNESSETH:

THIS AGREEMENT, the parties hereby agree to the following:

I. BASIS OF AGREEMENT

Pursuant to the provisions of Section 3074 of the Labor Code of the State of California, *NVAE* and *Program Sponsor* shall provide a program of related and supplemental instruction for *Program Sponsor's* apprentices. This Agreement is entered into pursuant to the provisions of *NVAE*, the aforesaid Labor Code Section and in accordance with the requirements of subdivision (d) of Section 3078 of the Labor Code.

II. MAXIMUM HOURS OF INSTRUCTION

Program Sponsor shall provide supervision of sites and other services as required for *Program Sponsor's* indentured apprentices. Each apprentice shall receive a minimum of 160 hours of instruction during the apprentice program as specified herein. *Program Sponsor* may make changes in maximum number of hours of instruction subject to approval by *NVAE*.

III. RESPONSIBILITY FOR RELATED AND SUPPLEMENTAL INSTRUCTION

Quality instruction is a joint responsibility of the *Program Sponsor* and *NVAE*. The qualifications, materials, and expertise in the Sponsor's field shall be the prime responsibility of the *Program Sponsor*.

NVAE is responsible in cooperation with the sponsor for observing and evaluation of instruction, overseeing the development of curriculum, and the administration and supervision of related and supplemental instruction for apprentices, coordination of instruction with job experiences and the selection and the training of teachers.

IV. FACILITIES FOR THE PROGRAM

NVAE and the *Program Sponsor* have determined that the program shall be held off campus as authorized by Section 3074 of the Labor Code. *Program Sponsor* shall provide facilities appropriate for the conduct of the programs at 720-A Technology Way, Napa, CA 94558. This facility shall at all times be safely maintained and shall comply with the California Public Safety Building Codes. *Program Sponsor* shall provide and maintain adequate workspace for each apprentice participating in the program. *Program Sponsor* shall also provide appropriate classroom facilities, parking, equipment and all utilities.

V. INSTRUCTIONAL MATERIALS AND SUPPLIES

Program Sponsor shall provide all instructional materials, including but not limited to text and reference books and shall also provide the services of members of *Program Sponsor's* staff for the purpose of introducing the apprentices enrolled in the program to the functions of the *Program Sponsor's* operations as they relate to the program. The cost of providing the specified instructional materials shall be included in the amount to be paid per clock hour of teaching time as set forth hereunder. *NVAE* will make no additional payments for instructional materials provided by the *Program Sponsor*.

VI. ATTENDANCE AND ACHIEVEMENT REPORTING

NVAE is responsible for maintaining records on each clock hour of teaching time provided to apprentices enrolled in the program as specified herein. *NVAE* shall prepare and submit such reports to the Superintendent of Public Instruction and the California Department of Education, as are required for the purpose of calculating allowances for the program. Such reports shall be maintained for a period of five (5) years after the expiration of this Agreement.

Program Sponsor shall assist *NVAE* in the preparation and maintenance of reports on attendance and student achievement. *Program Sponsor* will complete a school registration form

and will report clock hours of attendance for each registered apprentice on the monthly NVAE attendance form.

VII. HOLD HARMLESS

Program Sponsor shall indemnify and save harmless the state, the District, NVAE, its officers, agents and employees from any and all loss, cost, expense, claims of liability for injury to, or death of any person, or damage to any property arising out of or in connection with the performance and operation of the terms of this Agreement.

VIII. INSURANCE REQUIREMENTS

Program Sponsor shall take out and maintain during the life of this Agreement such public liability and property damage insurance as will protect the District, NVAE, its officers, agents, and employees from any and all claims and liability for death, injury and loss of property. Liability insurance shall be in the minimum amount of one million dollars combined single limit (CSL). The policy shall be written by a reliable insurance carrier authorized to do such business in the State of California and shall name NVAE as an additional insured. *Program Sponsor* shall provide NVAE with a certificate of insurance prior to the execution of this Agreement. Certificates of insurance shall be directed to the Napa Valley Unified School District's director of fiscal services.

IX. WORKERS' COMPENSATION

Program Sponsor shall obtain and maintain, at the expenses of *Program Sponsor*, all workers' compensation insurance required by law for employees in the operation of the program. *Program Sponsor* shall also provide workers' compensation insurance for any apprentices who are being paid a cash wage or salary by the *Program Sponsor*.

X. PAYMENTS

NVAE shall pay *Program Sponsor* an amount equal to eighty five percent (85%) of the amount specified as state aid in Section 8152 of the Education Code of the State of California for each clock hour of teaching time per apprentice. *Program Sponsor* will provide names, addresses and clock hours of attendance for each apprentice listed on the NVAE school attendance form. Payments shall be made, based on the total hours of attendance reported during the first period and adjusted annual period. Payment for any amounts owed to *Program Sponsor*, pursuant to *Program Sponsor* agreement, will be paid within 45 days of the end of each apportionment period.

NVAE will not be requested by *Program Sponsor* to spend funds for items or services not provided in the agreement.

XI. RESPONSIBILITY FOR EXCESS COSTS

In accordance with the provisions of Section 3074 of the Labor Code, *Program Sponsor* is responsible for all excess costs incurred by NVAE exceeding state apportionments and local revenue earned by the attendance of apprentices and such costs shall be payable by the *Program Sponsor* upon receipt of a claim accompanied by appropriate supporting documentation.

XII. LIMITATION OF DISTRICT RESPONSIBILITY FOR PAYMENT

NVAE obligation hereunder is payable only and solely from funds appropriated for the purpose of this Agreement and is contingent upon the establishment of an appropriations specified in Education Code Section 8152 for each fiscal year this Agreement is in effect. NVAE has no obligation or any services, which may have been provided by *Program Sponsor* hereunder if such funds are not appropriated and allocated for use by NVAE for the purpose of this program. NVAE shall notify *Program Sponsor* of any such non-allocation at the earliest possible date.

XIII. ASSESSMENT AND IN-SERVICE

Quality instruction is a joint responsibility of the *Program Sponsor* and NVAE. The qualifications, materials and expertise in the *Program Sponsor's* field shall be the prime responsibility of the *Program Sponsor*. NVAE has the prime responsibility of overseeing the classroom climate and skills, techniques and

responsibilities in the prime areas, and each party using cooperative observation and assessment, will conduct appropriate in-service sessions.

XIV. INFORMATION AS TO AVAILABILITY OF PROGRAMS

Pursuant to the provisions of Section 3074.1 of the Labor Code, *NVAE* and *Program Sponsor* shall provide students with information as to the availability of apprenticeship programs. *Program Sponsor* shall comply with the provisions of the State of California Plan for Equal Opportunity in Apprenticeship.

THIS AGREEMENT shall be effective for the period beginning July 1, 2019 through June 30, 2020. **IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed as indicated below:

**ELECTRICAL TRAINING TRUST FOR NAPA/SOLANO COUNTIES
JOINT APPRENTICESHIP TRAINING COMMITTEE**



Chairperson



Print Name



Date



Secretary



Print Name



Date

NVUSD Superintendent of Schools

Print Name

Date



Napa Valley Adult Education Principal



Print Name



Date

strategies for assisting students in their learning. The *Program Sponsor* and *NVAE* have auxiliary responsibilities in the prime areas, and each party using cooperative observation and assessment, will conduct appropriate in-service sessions.

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Chairperson

Secretary

Print Name

Print Name

Date

Date

**NVUSD Superintendent of Schools
Principal**

Napa Valley Adult Education

Print Name

Print Name

Date

Date