

20375

ADOPTED
BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 508

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
County of Cook and State of Illinois

JAN 8 1998

COUNTY OF COOK
AND STATE OF ILLINOIS

ELECTRICAL JOINT APPRENTICESHIP TRAINING TRUST AGREEMENT
WEST SIDE TECHNICAL INSTITUTE
DALEY COLLEGE

THE CHANCELLOR

REPORTS

that the District has met with the Electrical Joint Apprenticeship Training Trust ("Trust") to negotiate an agreement for a first year Electrical Joint Apprenticeship Program to be conducted at the West Side Technical Institute of Daley College; and

that the District will be providing space to the Trust for the instruction of such program; and

that the Trust will be providing the equipment, supplies and tools for such program; and

that the program will comply with all rules and regulations of the Bureau of Apprenticeship and Training of the U.S. Department of Labor, the Illinois Community College Act and the District's Board Rules; and

that the contract period will begin on January 8, 1998 and continue for a period of ten (10) years subject to either party terminating the contract upon a one (1) year written notice.

THE CHANCELLOR

RECOMMENDS

that the Board of Trustees approves the renewal of the agreement with the Electrical Joint Apprenticeship Training Trust for a first year Electrical Joint Apprenticeship Program for a ten (10) year contract period beginning January 8, 1998; and authorizes the Chairman and Assistant Secretary to execute said agreement on behalf of the Board.

Respectfully submitted:

Ronald J. Temple
Chancellor

January 8, 1998

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Respectfully submitted:

Ronald J. Temple
Chancellor

January 8, 1998

**AGREEMENT BETWEEN
ELECTRICAL JOINT APPRENTICESHIP TRAINING TRUST
AND
BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
COUNTY OF COOK AND STATE OF ILLINOIS**

This Agreement is entered into as of the 8th day of January, 1998, by and between the Board of Trustees of Community College District No. 508 County of Cook and State of Illinois (hereinafter "Board") and the Electrical Joint Apprenticeship Training Trust (hereinafter "Trust").

1. This Agreement is entered into for a period of ten (10) years during which the parties have received certain determinations from relevant state agencies including, but not limited to the Illinois Community College Board, as to financing and/or other requirements. The intent in executing this Agreement is to provide for the instruction for individuals who are interested in applying for a first year Electrical Joint Apprenticeship Program to be conducted at the West Side Technical Institute of Daley College by the Trust and the Board.
2. The Trust agrees to provide at their expense qualified individuals as instructors to cover all instructional needs of conducting the apprenticeship training in the electrical construction industry (hereinafter "the Program"). All instruction and instructors shall comply with all the rules and requirements of the Bureau of Apprenticeship and Training of the U.S. Department of Labor, the Illinois Community College Board, and other federal, state and local agencies which govern both parties and the performance of services related to the Program.
3. The Trust agrees to provide, at their expense, the equipment, property, supplies, and tools as listed in attached "Exhibit A" which is incorporated and made a part of this Agreement. Further, the Trust agrees to provide any repairs and maintenance needed for such equipment at their expense. The Board recognizes that the Trust is the sole owners of the machinery, equipment, supplies, and tools, as shown on the inventory attached as "Exhibit A". The Board also recognizes that the Trust has the right, upon notice to the Board and at a time scheduled and approved by the Board, to remove all of the items reflected on the inventory listed in "Exhibit A" from West Side Technical Institute without objections or interference by the Board. Upon the expiration, termination or non-renewal of this Agreement, the Trust will be responsible to remove all equipment, as listed in "Exhibit A", at their expense from the Board's premises at West Side Technical Institute and the Board shall cooperate in the removal granting access to the facility for such purpose.
4. The Trust agrees to recruit and guarantee a minimum of 350 students enrolled at any given time during the Program unless the employment market does not support that number of apprentices as determined by the Trust. If such determination is made, then the Trust agrees to notify the Board in writing and the parties, within thirty (30) days from the date of the written notification, will meet, discuss and arrive at a resolution in which the Board will recoup and/or continue to collect the amount of funds, totaling the state reimbursement for the 350 students. As of the date of executing this Agreement, the cost per student is two hundred and seventy-five dollars (\$275.00) which is subject to tuition increases applicable to all Board students during the term of this Agreement.
5. The Board agrees to provide, at its expense, the space at the West Side Technical Institute facilities for use of the Program under this Agreement. In addition, the Board agrees to provide electricity, air-conditioning and/or heating, janitorial services, consisting of dusting, trash removal, and floor sweeping or vacuuming, and subject to funding approved annually by the Board for the West Side Technical Institute Facility. The Board agrees to provide minor carpentry repairs not to exceed \$500.00 annually.

Further, the Board agrees to provide and make available the West Side Technical Institute parking lot for non-exclusive use by the faculty and students in the Program. Upon the execution of this Agreement for twelve months per year, the Board will provide the Trust with access to the above-mentioned West Side Technical Institute facility from Monday through Friday during the hours between 7:00 a.m. and 9:00 p.m except those periods in which the Board does not offer any educational programs. The Trust may request, in writing, to have the facility open during such times when the facility is closed. If such request is made by the Trust, then the Trust will pay for the expenses of keeping such facility open, including but not limited to electricity, air-conditioning and/or heating, janitorial services, security. Such expenses will be prorated for the period of time the facility is requested to remain open. As of the date of execution of this Agreement, the cost per day is nine hundred dollars (\$900.00) which shall be subject to annual increases of five percent (5%).

6. The Board agrees to waive student tuition and registration fees during the term of this Agreement. Further, both parties agree to collect and maintain all of their own respective records of the students and/or Program. The Trust agrees to fully cooperate and assist the Board in the collection of all student records related to the Program. Upon termination of this Agreement, the parties agree to retain their respective records.
7. The parties agree that the existing and any new students involved in this Program will be accepted for apprenticeship by the Trust and registered as students of the City Colleges of Chicago. Such registration is to be conducted by the Board with the assistance and cooperation of the Trust. Registration of students for the Program will begin as soon as is practical.
8. The Trust may promulgate additional rules or standards regarding administration of the Program, provided such additional rules or standards do not violate federal, state or local laws.
9. During the term of this Agreement the Trust shall keep in full force and effect an insurance policy in the amount of one million dollars with an additional million dollars in umbrella coverage for personal injury, public liability, and property damage naming the "Board of Trustees of Community College District No. 508, County of Cook and State of Illinois" and the "Public Building Commission of Chicago" (hereinafter "PBC") as an additional insureds on said policy and shall the Board with such provide proof of insurance. The Trust agrees to provide certificates of insurance signed by an authorized representative of the respective carriers, evidencing the required coverage. All such certificates will identify the Board and such others as Additional Insureds mentioned above and will contain no less than thirty (30) days prior written notice of cancellation, non-renewal, or material change in coverage by certified or register mail, return receipt requested. Further, the Trust shall also include under its insurance the Program instructors who are Independent Contractors to the Program.
10. Each party shall maintain during the term of this Agreement, at its own expense, worker's compensation insurance for its own employees in such amount as is required by the State of Illinois; provided that the parties may be self-insured with respect to all or any part of its liability for worker's compensation.
11. It is mutually agreed and understood that, during the term of this Agreement, the Trust will indemnify and hold the Board, its Trustees, Officers, employees and agents harmless from all claims, actions, and judgments, including attorneys' fees, for personal injury, public liability, and property damage related to the use and occupancy of the West Side Technical Institute premises or other Board's facilities used for the Program under this Agreement, unless such act/s is/are determined that the act/s was/were caused

through the negligence or omission of the Board, its employee(s), agent(s), contractor(s) or subcontractor(s) and/or the employee(s) of the contractor(s) or subcontractor(s).

12. The Trust shall be provided space (hereinafter the "Premises") in the facility at West Side Technical Institute, identified as follows:

First Floor Surge Space	Room 1118	5,000 sq. ft.
Second Floor Surge Space	Room 2223	8,240 sq. ft.
Second Floor Classroom	Room 2222	<u>760 sq. ft.</u>
		14,000 total sq. ft.

13. The Trust agrees that it will be solely responsible for the maintenance and care of all of its equipment and property for the Program. Further, the Trust will be responsible to secure its equipment and property in storage lockers within the Premises.
14. The Premises shall be available for immediate preparation by the Trust so long as it does not interfere with current classes or use on the part of West Side Technical Institute.
15. The Trust shall not make any alterations in or additions to the Premises without the Board's and the PBC's prior written consent in each and every instance. Either the Board and/or the PBC's refusal shall be conclusive. Either the Board or the PBC's consent may be conditioned upon the furnishing by the Trust of such documents, security and insurance as the Board and/or the PBC may require in order to protect the Board and PBC from Mechanics Liens and liability for personal injuries and damage to property and to assure the Board and the PBC that the work will be performed in a lawful and workmanlike manner and with proper materials. All additions, modifications, hardware, fixtures, any improvements, temporary or permanent, except movable furniture and equipment belonging to the Trust, in or upon the premises whether installed by the Board, the PBC or the Trust, shall be the Board's property and shall remain upon the Premises upon termination of the term by lapse of time or otherwise, all without compensation, allowance or credit to the Trust.
16. The Trust shall not cause or permit any transfer of this Agreement or any interest under it or any lien upon the Trust's interest by operation of law. The Trust shall not assign or convey this Agreement or any interest under it, or sublet the premises or any part thereof, or permit the use or occupancy of the premises or any part thereof by any one other than the Trust without in each and every case the prior written consent of the Board and the PBC.
17. It is understood and agreed that the Board and the Trust shall participate in this Agreement in the capacity as Independent Contractors and not as an employee or agent of the other.
18. Any waiver by either party of any breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same, or of a breach of any other term or condition hereof.
19. The Trust will cooperate with the Board in the design and implementation of the Program and furnish all necessary information and/or documents, including, but not limited to curriculum, instruction, and personnel information, necessary to obtain approvals from the appropriate state agency/ies for the Program. Both parties agree to continue to maintain and comply with all applicable rules, regulations and requirements related to all such approvals from their respective federal and state agency/ies for the continued operation of the Program. Any state reimbursement for the Program will be kept by the Board.

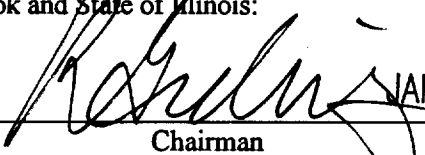
Further, both parties agree to comply with all federal, state and local and/or municipal laws, rules, regulations and/or ordinances relevant and applicable to the performance of this Agreement, including but not limited to the Bureau of Apprenticeship and Training of the U.S. Department of Labor, the Illinois Community College Act (110 ILCS 805/1-1 et. seq.), Illinois Community College Board rules and regulations and the Rules for the Management and Government of the City Colleges of Chicago with any and all amendments enacted thereafter.

- 20. Both parties agree that this Agreement is subject to the PBC's approval. If this agreement is not approved by the PBC, then this lease is rendered null and void.
- 21. This Agreement, shall constitute the entire Agreement, which incorporates "Exhibit A" as part of this Agreement, between the Board and the Trust and shall supersede all prior negotiations, whether written or oral, and shall be construed in accordance with the laws of the State of Illinois.
- 22. Either party may terminate the Agreement at any time by serving a one (1) year written notice of termination upon the non-terminating party; however both parties agree that the effective date of termination shall not take effect during a pending course or class and shall only take affect at the end of the course or class to be completed.

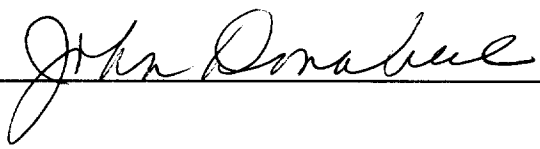
In Witness Whereof, the parties have executed this Agreement as of the date and year mentioned above.

Board of Trustees of Community
College District No. 508, County
Cook and State of Illinois:

Electrical Joint Apprenticeship
Training Trust:



Chairman

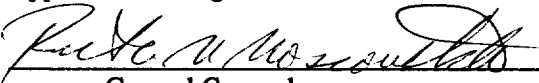




Assistant Secretary

Title: Training Director

Approved as to legal form:



General Counsel

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**EXHIBIT A TO
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AND
BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
COUNTY OF COOK AND STATE OF ILLINOIS**

LIST OF EQUIPMENT, PROPERTY, SUPPLIES AND TOOLS:

Board Initials _____ Trust Initials _____