

20376

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

ADOPTED
BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 508

JOURNEYMEN PLASTERERS JOINT APPRENTICESHIP COMMITTEE AGREEMENT
WASHBURNE TRADE SCHOOL
KENNEDY-KING COLLEGE

JAN 8 1998

**COUNTY OF COOK
AND STATE OF ILLINOIS**

THE CHANCELLOR

REPORTS

that in Board Report No. 18070, the Board approved an agreement with the Journeymen Plasterers Joint Apprenticeship Committee for the continuity of instruction for students who formerly attended the Washburne Trade School in apprenticeship and/or preapprenticeship programs; and

that the parties met to re-evaluate the program and agreed to continue the program under the terms and conditions negotiated; and

that the contract period will continue with automatic annual renewals subject to either party terminating the contract upon a ninety (90) day written notice.

THE CHANCELLOR

RECOMMENDS that the Board of Trustees approves the renewal of the agreement with the Journeymen Plasterers Joint Apprenticeship Committee for the apprenticeship and/or preapprenticeship programs for the period beginning September 1, 1997 to August 31, 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

20376

**AGREEMENT BETWEEN
JOURNEYMEN PLASTERERS JOINT
APPRENTICESHIP COMMITTEE
AND
BOARD OF TRUSTEES OF COMMUNITY COLLEGE DIST. NO. 508,
COUNTY OF COOK AND STATE OF ILLINOIS**

This Agreement is entered into as of the ____ day of ____, 19 ____, by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois ("the Board"), and the Journeymen Plasterers Joint Apprenticeship Committee ("JAC").

WHEREAS, the intent in executing this Agreement is to provide for a continuity of instruction for students who formerly attended the Washburne Trade School in apprenticeship and/or preapprenticeship programs;

WHEREAS, the parties entered into an Interim Agreement on October 20, 1993 which the parties would now like to transform into a permanent Agreement providing on a long-term basis for such vocational, educational programs.

NOW THEREFORE, in consideration of the promises, permissions, covenants, agreements and conditions herein contained, the parties agree as follows:

1. The term of this Agreement shall commence on September 1, 1997 and shall expire on August 31, 1998. This Agreement will automatically be renewed for twelve months from the above-mentioned expiration date unless terminated by either party, provided that the terminating party give the non-terminating party a written notice of termination three months prior the annual renewal date.
2. JAC agrees to provide instruction regarding apprenticeship and/or preapprenticeship training in the plaster industry ("the Program"). Further, JAC shall provide qualified individuals as instructors, subject to the approval of the Board which will not be unreasonably withheld.
3. The Board will pay JAC the amount of sixty thousand dollars (\$60,000.00) for every twelve months beginning on the above-mentioned commencement date.
4. The Board will waive any out-of-district tuition and charge each student in-district tuition rates. Further, the Board will provide JAC with twenty thousand dollars (\$20,000) tuition credits for students enrolled in the program.
5. JAC agrees that the Board may terminate this agreement and the program herein if the enrollment of students is less than 90 at any given moment in the program.

6. JAC agrees to provide, at its expense, the equipment, materials and supplies for such instruction and to provide any repairs and maintenance needed for such equipment at its reasonable discretion.
7. The parties agree that Washburne Trade School is an acceptable present location. Regarding any relocation from the Washburne Trade School, the parties agree to the following:
 - a. The present location at Washburne Trade School and use of the Washburne parking lot are subject to an extension of a lease with the Chicago Board of Education. The Board will not be liable for any non-renewal and/or termination by the Public Building Commission, the Chicago Board of Education, and/or by law.
 - b. The Board will be responsible to provide an adequate location for the Program under this Agreement.
8. The Board agrees that JAC may terminate this agreement if the Board does not find a location which JAC deems to be adequate.
9. The Board agrees to provide, at its expense, space to house the instructional programs mentioned above. In addition, the Board agrees to provide HVAC, engineering, janitorial services, electricity, water, sewer surcharge and security for the Washburne Facility or any new relocation thereafter. Such services and utilities shall be sufficient to meet the needs and operation of the program.
10. The Board will charge and collect student tuition and registration fees for all students enrolled in the Program, as established from time to time by the Board, during the term of this Agreement.
11. The Board agrees to collect and maintain all student records related to the Program.
12. The Board will provide JAC with access to the above-mentioned facilities for the term of this Agreement.
13. The parties agree that the students involved in this Program will be registered as students of the City Colleges of Chicago. Such registration is to be conducted by the Board with the assistance and cooperation of JAC. Further, JAC 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 and maintain approvals from the appropriate state agency/ies for the Program. Any state reimbursement for the Program will be kept by the Board.
14. It is mutually agreed and understood that, during the term of this Agreement, JAC will indemnify and hold the Board harmless from any and all claims, actions, and judgments,


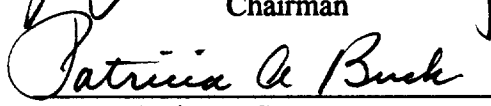
including attorney's fees, related to the supervision and/or direction by JAC, its instructors and/or agents of the program, whether or not it shall be alleged or determined that the act(s) was/were caused through negligence or omission of JAC, its employee(s), agent(s), subcontractor(s) and/or the employee(s) of the subcontractor(s).

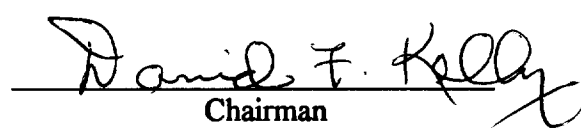
- 15. It is mutually agreed and understood that, during the term of this Agreement, the Board will indemnify and hold JAC harmless from any and all claims, actions, and judgments, including attorney's fees, for personal injury, public liability, and property damage related to the use and occupancy of the Washburne premises, the Board's facilities and/or any other location used for the Program under this Agreement, whether or not it shall be alleged or determined that the act(s) was/were caused through negligence or omission of the Board, its employee(s), agent(s), subcontractor(s) and/or the employee(s) of the subcontractor(s).
- 16. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year mentioned above.

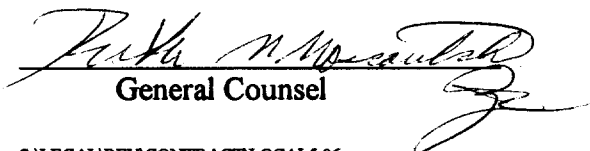
Board of Trustees of Community College District No. 508, County of Cook and State of Illinois:

Journeyman Plasterers Joint Apprenticeship Committee:


 Chairman
 JAN 8 1998

 Assistant Secretary


 Chairman

Approved as to legal form:


 General Counsel