



**CARPENTERS
TRAINING
TRUST FUND**
FOR
NORTHERN
CALIFORNIA
A Joint Labor & Management
Sponsored Training Program
Peter O'Farrell, Executive Director

Administrative Offices

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January 21, 2021

Mt. Diablo Unified School District
Adam Clark – Ed.D Superintendent
1936 Carlotta Drive
Concord, CA 94519

Re: Memorandum of Understanding with Mt. *Diablo Unified School District* Pre-Apprenticeship Priority Status

I. Purpose of this Memorandum

To describe the mutual goals and responsibilities with regard to training participants for direct entry into the Northern California Carpenters Apprenticeship Program.

II. Mutual Goals

Both organizations have an interest in supplying well qualified and job ready apprentices for the construction industry. This requires a rigorous and challenging curriculum for all participants striving to obtain priority status for entry into the Carpenters Pre-Apprenticeship Program. It also requires working closely with employers and unions. In order to further these goals, both parties agree to make every reasonable effort to fulfill the responsibilities outlined below:

III. Parties' Roles and Responsibilities

Carpenters Training Committee for Northern California (CTCNC) shall:

- a. Offer industry expertise to help training programs better prepare their participants for the field of Carpentry
- b. Assign CTCNC staff to assist as an industry expert and participate as guest speakers. Provide informational tours of CTCNC training centers
- c. Provide priority placement for direct entry into Carpenters Pre-Apprenticeship Program for those Mt. *Diablo Unified School District* graduates under the following criteria: Under the direction of the CTCNC and Senior Field Representative in meeting our requirements regarding recruitment of females, we can offer priority placement into the next available CTCNC Pre-Apprenticeship class for any group of Mt. *Diablo Unified School District* completers that include a minimum of 20% females
- d. If the need to dispatch apprentices becomes diminished in an area, the CTCNC and Senior Field Representative of the area retains the right to invite a maximum of five Mt. *Diablo Unified School District* graduates to the next available CTCNC Pre-Apprenticeship class. Mt. *Diablo Unified School District* must ensure that one in five graduates are female

Mt. *Diablo Unified School District* - Community Based Organization (CBO) shall:

- a. Allow free access for CTCNC staff to review class activities and attendance, CTCNC staff will request school permission before campus entry
- b. Guarantee a minimum of 20% females for graduates pursuing priority placement
- c. Absorb all Mt. *Diablo Unified School District* program costs, including materials, staff, and printing of curriculum

IV. Voluntary Disassociation

This Memorandum is a binding agreement that both parties have entered in good faith. Either party may disassociate from the effort without penalty or liability by so notifying the other in writing. Written notice shall be sent sixty (60) days prior to the disassociation.

In the event there is a dispute between the parties as to whether this agreement has been breached and what, if any, damages have been suffered, the parties agree to submit such dispute to final and binding arbitration before Arbitrator Robert Hirsch or, if he is unavailable then Alternate Arbitrator. The Arbitrator's decision shall be final and binding. All costs of the arbitration, including the fee of the Arbitrator, shall be borne equally between the parties, except that each party shall be responsible for its own attorneys' fees.

V. Term and Amendment

This Memorandum shall be in effect for the period of 1 year beginning August 31, 2020 through August 31, 2021 Both parties reserve the right to renegotiate this Memorandum upon the mutual consent of the other party. At the conclusion of the one-year period, this Memorandum may be extended by common written consent of both parties. This Memorandum represents the entire understanding of both parties with respect to this partnership. Any modifications of this Memorandum must be in writing and signed by the parties.

Signed by:

Peter O'Farrell
Executive Director
Carpenters Training Committee for Northern California

Date

Adam Clark
Ed.D Superintendent
Mt. Diablo Unified School District

Date