COMMUNITY SERVICE CLASSES CONTRACT

THIS CONTRACT is made between

the SANTA BARBARA COMMUNITY COLLEGE
DISTRICT,
hereinafter called
"DISTRICT,"

and

SANTA BARBARA COUNTY PIPE TRADE JOINT
APPRENTICESHIP COMMITTEE,
hereinafter called
"S.B.J.A.C."

with reference to the following:

WHEREAS, the governing body of a California Community College
is authorized under the provisions of Reorganized Education Code
Sections 78300 to 78305, inclusive, to establish and maintain
community service classes in civic, vocational, literary, health,
homemaking, technical and general education, without obtaining the
approval of the State Board of Governors; and,

WHEREAS; S.B.J.A.C. has requested the Board of Trustees, as the
governing body of the Santa Barbara Community College District
to establish a community service class for instruction in various
types of welding, cutting and metal forming set out in more detail
hereinafter; and

WHEREAS, the Board of Trustees of DISTRICT is willing to
establish and conduct such a community service class;

IT IS THEREFORE AGREED as follows:

1. CLASS ESTABLISHED - COURSE OF INSTRUCTION

The DISTRICT will establish and maintain a community
service class and provide a qualified instructor or instructors
therefor, as needed for the course of instruction set out in Exhibit "A," attached hereto and made a part hereof.

2. **TERM, DAY AND HOURS OF CLASS**

   The said class will be conducted on Tuesdays and Thursdays at the District Campus at 721 Cliff Drive, Santa Barbara, California, from the hours of 7:00 P.M. to 10:00 P.M., commencing on October 17, 1978, and continuing through January 2, 1979, for a total of sixty (60) hours. The term of the said class may be later extended in accordance with written agreement of the parties.

3. **PERSONS ELIGIBLE TO ENROLL IN CLASS**

   The DISTRICT determines hereby that those persons who may profit from such class are the members of S.B.J.A.C. and enrollment in said class shall be limited to such persons.

4. **TUITION FEES**

   It has been determined and is hereby agreed that the fee for maintaining said class is the total sum of $1,199.00. This sum shall be payable to DISTRICT by S.B.J.A.C. upon execution of this contract by the parties.

5. **EXTRA EQUIPMENT AND SUPPLIES**

   S.B.J.A.C. agrees to supply at its own cost and expense, the tools, equipment, materials and supplies, to be used for the said class which are set out in Exhibit "B," attached hereto and made a part hereof. All such tools, equipment, materials and supplies shall be securely and separately stored in a locked area by DISTRICT when not in use by S.B.J.A.C. members and shall not be used by other than S.B.J.A.C. members and shall be returned to S.B.J.A.C. upon termination of this contract or any extensions of the term of this contract.

6. **CHANGES TO FACILITIES**

   Any changes, alterations or additions to facilities or equipment of DISTRICT which S.B.J.A.C. deems to be necessary or
appropriate to carry out the purposes of said class shall be supplied and installed in strict compliance with all applicable laws and regulations and to the satisfaction of DISTRICT at the sole cost and expense of S.B.J.A.C.

7. **CERTIFICATES**

DISTRICT may, upon request, furnish each student who satisfactorily completes the said class, or any specific phase thereof, with a certificate substantially in the form attached hereto, marked Exhibit "C" and made a part hereof. By issuance of said certificate, DISTRICT does not guarantee or represent that the individual receiving such certificate has achieved or will demonstrate any particular degree or level of competence in any work performed or to be performed.

8. **CLEAN UP, MAINTENANCE AND REPAIR**

S.B.J.A.C. agrees that it will, at its own cost and expense clean up all of DISTRICT facilities, equipment, tools and materials used by it during sessions of the said class, at the end of each and every session. S.B.J.A.C. further agrees, at its sole cost and expense, to maintain all tools, equipment and facilities of DISTRICT in as good condition and state of repair as when the said class commences, reasonable wear and tear and damage by the elements excepted. S.B.J.A.C. further agrees to repair or replace, as appropriate all tools, equipment and facilities of DISTRICT damaged, destroyed, lost or removed by any members of S.B.J.A.C.

9. **COMPLIANCE WITH LAWS AND REGULATIONS**

S.B.J.A.C. and DISTRICT each agree that in carrying out their respective duties and obligations under this contract and in the conduct of the said class hereunder, that each shall be bound by and observe all applicable Federal, State, County, City and DISTRICT's laws, rules and regulations, including but not limited
to laws and regulations prohibiting unlawful discrimination and relating to suspension or expulsion of students.

10. **INDEMNIFICATION, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

S.B.J.A.C. hereby agrees to indemnify and hold harmless DISTRICT from any and all claims, liability or loss arising out of or connected in any way with acts or omissions to act of S.B.J.A.C. in connection with this contract.

S.B.J.A.C. shall take out and maintain in effect during the term of the said class and any extensions thereof such public liability insurance as shall protect DISTRICT, its agents and employees, from all claims for personal injury, including accidental death, as well as from all claims for property damage arising out of or connected in any way with the subject of this contract, with coverage of not less than $5 million combined single personal liability and property damage, unless the Board of Trustees shall have expressly required a greater amount or type of coverage.

With the express written consent of DISTRICT, first obtained, S.B.J.A.C. may be added as a named insured to such public liability insurance policies as DISTRICT deems appropriate; provided that S.B.J.A.C. shall pay all charges for such addition as such named insured. DISTRICT consent in writing shall be evidenced by the signature of the Chairman or Vice Chairman of the Board of Trustees of DISTRICT.

This contract shall not take effect unless and until S.B.J.A.C. shall have delivered to DISTRICT a certificate showing the DISTRICT as a named insured for the aforesaid coverage containing a provision that DISTRICT will be given thirty (30) days' prior notice in writing of any proposed cancellation or change in coverage. In the event of any proposed change in coverage or cancellation of all or any part of such coverage, S.B.J.A.C. shall forthwith notify DISTRICT in writing and shall
obtain other or additional insurance to retain full coverage as described herein during the entire term of this contract. Breach of these provisions for insurance coverage shall be grounds for immediate cancellation of this contract by DISTRICT.

11. TERMINATION FOR CAUSE

Either party may forthwith terminate this contract and all rights and obligation hereunder upon breach of any of its terms or conditions which is not terminated or used within a reasonable time to be specified in a written notice to the party in default from the other party. Upon such termination prior to the expiration of the term of the said class, or any extension thereof, the fees paid under paragraph 4 of this contract shall be prorated for the unexpired portion of such term or extension, less any amounts needed to repair or replace any tools, equipment or facilities of DISTRICT damaged, lost or destroyed by or through acts, or omissions to act, of members of S.B.J.A.C., and such balance shall be promptly returned to S.B.J.A.C.

12. TERMINATION OR EXTENSION UPON DAMAGE OR DESTRUCTION

In the event that the equipment or facilities of DISTRICT are destroyed or damaged to the extent that the said class can no longer be carried on in the location where the said class has been conducted, then DISTRICT may, at its option, either repair or replace such equipment or facilities and the term of said class shall be automatically extended for the time needed to make such repairs or replacements, or DISTRICT may utilize any other convenient facilities available to DISTRICT at no charge to DISTRICT, which are adequate and adequately equipped to carry on said class; provided, however, that if there are no such facilities available, or if such facilities are available, but only at a charge which S.B.J.A.C. does not agree to pay, then DISTRICT may terminate this contract, with proration and refund of fees paid under paragraph 4 hereof, as provided in paragraph 11 hereof.
13. **NOTICE**

Notice from either party to the other party shall be in writing and may be either personally delivered to an officer of such other party or deposited in the U. S. Mail, postage prepaid, addressed as follows:

**DISTRICT:**

SANTA BARBARA COMMUNITY COLLEGE DISTRICT
721 Cliff Drive
Santa Barbara, California 93109

ATTENTION: Dr. Donald K. Sorsabal
Assistant Superintendent, Business Services

**S.B.J.A.C.:**

SANTA BARBARA COUNTY PIPE TRADE JOINT APPRENTICESHIP COMMITTEE
415 Chapala Street
Santa Barbara, California 93101

ATTENTION: Mr. Robert Mager or Mr. Ray Foreman

14. **CONTRACT BINDING ON SUCCESSORS**

The conditions of this contract and the respective rights and obligations of the parties hereunder shall be binding upon and enure to the benefit of the successors in interest of each of the parties.

SANTA BARBARA COMMUNITY COLLEGE DISTRICT

Date: ____________

By __________________________

Title __________________________

SANTA BARBARA COUNTY PIPE TRADE JOINT APPRENTICESHIP COMMITTEE

Date: ____________

By __________________________

Title __________________________

Date: ____________

By __________________________

Title __________________________
UNLAWFUL DISCRIMINATION

The Board of Supervisors of the County of Santa Barbara do ordain as follows:

SECTION 1.

A new article is hereby added to Chapter 2 of the Santa Barbara County Code reading as follows:

ARTICLE XIII. UNLAWFUL DISCRIMINATION, COUNTY CONTRACTS

Sec. 2-94. Exceptions

This ordinance shall not apply to contracts or agreements for the acquisition, exchange or disposition of real property or interests therein, nor to contracts or agreements with the State of California, or its political subdivisions, or with the United States of America.

Sec. 2-95. Prohibition of Unlawful Discrimination in Employment Practices

The County of Santa Barbara reserves the right to terminate forthwith each and every written contract and agreement (except purchase orders) for goods and/or services entered into by the County of Santa Barbara or by its joint powers agencies or agents with the consent of the other parties to the joint powers agreements with any person, firm or entity (hereinafter called "Contractor") including but not limited to concessions, franchises, construction agreements and leases, whether now in effect or hereinafter made if the County finds that any Contractor is discriminating or has discriminated during the term of the contract or agreement against any employee or applicant for employment in violation of any applicable State or Federal laws, rules or regulations which may now or hereafter specifically prohibit such discrimination on such grounds as race, religion, sex, color, national origin, physical handicap when otherwise qualified, Vietnam era veteran/disabled, or age.

Such finding may only be made after Contractor has had a full and fair hearing on notice of thirty (30) days before an impartial hearing officer at which hearing Contractor may introduce evidence, produce witnesses and have the opportunity to cross-examine witnesses produced by the County. Further, any finding of discrimination must be fully supported by the facts developed at such hearing and set forth in a written opinion; and in addition, Contractor may move in the appropriate court of law for damages and/or to compel specific performance of a contract or agreement if any of the above procedures are not afforded to Contractor. If Contractor is not found to have engaged in unlawful discriminatory practices, County shall pay all costs and expenses of such hearing, including reasonable attorneys' fees to Contractor in accordance with current Santa Barbara County Superior Court schedule of attorneys' fees for civil trials. If Contractor is found to have engaged in such unlawful discriminatory employment practices, Contractor shall pay all such costs, expenses and attorneys' fees.

Whether or not a contract or agreement is still in existence at the time of final determination of such unlawful discrimination, the Contractor shall forthwith reimburse the County for all damages directly stemming from such discrimination; however, those damages shall not exceed and are not reimbursable in an amount which exceeds amounts paid to Contractor under the terms of the contract or agreement.

Nothing in this Section 2-95 shall directly or by interpretation give a private course of action to any third party (not a signatory to the contract or agreement) including employees, past or present, or applicants for employment to Contractor, it being the sole purpose of this clause to administratively assure compliance with the non-discrimination clauses contained herein.

Employment practices shall include, but are not limited to employment promotion, demotion, transfer, recruitment and advertising for recruitment, layoff or other termination, rates of pay, employee benefits and all other forms of compensation, selection for training and apprenticeship and probationary periods.

Contractor shall permit access at all reasonable times and places to all of its records of employment advertising, application forms, test and all other pertinent employment data and records, to the County of Santa Barbara, its officers, employees and agents for the purpose of investigation to ascertain if any unlawful discrimination as described herein has occurred or is being practiced, provided that such records are relevant to a complaint of an unlawful discriminatory practice which has been forwarded to Contractor reasonably prior to the time Contractor is asked to make such records available. In addition, all such records shall be deemed "Confidential" by the officers, employees and agents of the County. No records or copies of such records may be removed from the premises of Contractor and no disclosure, oral or written of such records, may be made to third parties except as provided within the agreement. Provided, however, that in the event of a hearing to determine whether or not Contractor is engaging in unlawful
discrimination in employment practices as defined herein, the Board of Supervisors of Santa Barbara County may issue subpoenas to require that certified copies of such records be made available at the hearing.

Failure to fully comply with any of the foregoing provisions relating to unlawful discrimination in employment practices shall be deemed to be a material breach of any contract or agreement with the County of Santa Barbara. All persons contracting with or who have contracts for goods or services with the County shall be notified that this ordinance applies to their contract or agreement with the County of Santa Barbara.

Sec. 2-95.5. Exemptions

Notwithstanding any other provisions in this Article XIII, any party contracting with the County of Santa Barbara having an affirmative action program which has been approved within twelve (12) months from the date of the contract by an agency of the Federal Government shall be deemed to be in compliance with the provisions of this Article XIII upon furnishing documentary evidence of such approval satisfactory to the County Affirmative Action Officer. Loss of such approval shall be immediately reported by such party to the County Affirmative Action Officer.

Sec. 2-96. Purchase Orders

Purchase Orders shall contain the following clause as grounds for termination of such purchase order.

"If complaint is made that Seller is engaging in practices made unlawful by applicable State or Federal laws, rules or regulations, and the State Fair Employment Practices Commission or the Federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the County of Santa Barbara may forthwith terminate this order."

Sec. 2-97. Affirmative Action Officer

At the discretion of the County Affirmative Action Officer, he or she shall promptly and thoroughly investigate, or cause to be investigated reports and complaints from whatever source, that any party contracting with the County of Santa Barbara is engaging, or during the term of a contract or agreement with the County of Santa Barbara has engaged, in any unlawful discriminatory employment practices as described in Sec. 2-95 of this Code. If the investigation discloses reason to believe such unlawful discrimination does exist or has existed and the conditions giving rise thereto have not been changed so as to prevent further such unlawful discrimination, take all appropriate steps to prevent a recurrence of such or other unlawful practices, and compensate the person or persons unlawfully discriminated against for any and all loss incurred by reason of such unlawful discrimination, all to the Affirmative Action Officer, then the Affirmative Action Officer shall cause the matter to be presented for action to the State FEPC or the Federal EEOC, or both, and to any other concerned State or Federal agencies or officers.

If and when it has been finally determined by the Affirmative Action Officer and the County Counsel, or by State or Federal regulatory agencies that such unlawful discriminatory employment practices have in fact so occurred or are being carried on, then the Affirmative Action Officer shall forthwith present the entire matter to the Board of Supervisors of the County, together with all damages, costs and expenses related thereto and incurred by County, for appropriate action by the Board of Supervisors in accord with the intent and purposes of this Article XIII and the Affirmative Action program of the County of Santa Barbara.
Course Content

Plumbers Local #114

WELDING LEVEL I (Oxygen-Acetylene Welding & Cutting)

1st through 5th nights. Registration and evaluation of students for placement in proper level of instruction.
Explanation of Oxygen-Acetylene equipment.
Demonstration of welding and cutting.
Practice welds on plate, 2 men cutting.

6th through 10th nights. Arc welding procedure.

WELDING LEVEL II (Arc welding with stick rod)

1st night. Arc machine instruction and setting. Rod study.

2nd through 10 nights. Practice on plate and pipe, making all position welds.

WELDING LEVEL III (TIG Welding)

1st night. Arc machine instruction and setting of rod. Practice making joints in roll position.

2nd through 10th nights. Practice joints in fixed position.

EXHIBIT A
TOOLS, EQUIPMENT, MATERIALS AND SUPPLIES

2 Wrap arounds 3" x 36"
6 1/16 x 6 tungsten rods EWTh2
18 3/32 x 6 tungsten rods EWTh2
24 1/8 x 6 tungsten rods EWTh2
100 lbs. 3/32 5PE 6010 Electrodes
200 lbs. 1/8 5PE 6010 Electrodes
50 lbs. 5/32 5PE 6010 Electrodes
100 lbs. 3/32 LOHY E7018 Electrodes
200 lbs. 1/8 LOHY E7018 Electrodes
11 1/4" Flow meters for back-up purge
11 1/4" Air Trigger guns
11 1/4" x 10' air hose with 1 female and 1 male connectors
6 1/2" x 1/4" Blk Male Tees
6 1/2" x 14" Blk Male Bushings
1 Roll 1/2" tape dope
50 lbs. 1/8 x 36 TIG Welding Rod E705-1
50 lbs. 3/32 x 36 TIG Welding Rod E705-1
50 lbs. 1/16 x 36 Acetylene Welding Rod Airco #1
50 lbs. 1/8 x 36 Acetylene Welding Rod Airco #1
18 bottles Oxygen (maximum)
16 bottles Acetylene (maximum)
25 bottles Argon (maximum)
SANTA BARBARA CITY COLLEGE
CONTINUING EDUCATION DIVISION

Has met all course requirements and is hereby awarded this

certificate of completion

in __________________________

at Santa Barbara, California, on this _____ day

of ________________________, 19_____

Instructor ____________________________

Programmer ____________________________