

Attachment 1

Work Experience Site Agreement

WORK SITE AGREEMENT

Between

AWARDEE

And

WORK SITE

This Worksite Agreement (“Agreement”) is entered into between **AWARDEE** (“AWARDEE”) and **Work Site** (“WORK SITE”), (together herein referred to as the “parties”), and describes the roles and responsibilities of the parties in relation to the placement of Career Catalyst Program Participant(s) (“PARTICIPANT(S)”) at WORK SITE, in accordance with the Career Catalyst Program Agreement entered into between AWARDEE and the Foundation for California Community Colleges (“FOUNDATION”). PARTICIPANT(S) are employees of the FOUNDATION as FOUNDATION acts as the employer of record for the PARTICIPANT(S) and provides all payrolls and associated costs (i.e., workers' compensation, taxes, etc.), and workers’ compensation coverage for PARTICIPANTS.

1. WORK SITE Responsibilities

- 1.1 WORK SITE agrees to provide all PARTICIPANT(S), as referenced in Attachment A, with the opportunity to work in the capacity of the job titles(s), as referenced in Attachment A, which will enhance long term employability skills through work exposure (career exploration) and to gain entry level work readiness skills (work maturity) for future employment opportunities. WORK SITE shall train the PARTICIPANT in work maturity skills and work readiness skills and in accordance with the agreed upon workplace competencies (See Attachment A, attached hereto and incorporated by reference, for Training Outline). WORK SITE shall complete and submit to FOUNDATION and AWARDEE a separate Attachment A for each PARTICIPANT prior to each PARTICIPANT beginning their work experience.
- 1.2 WORK SITE shall have the responsibility for the day-to-day control and supervision of PARTICIPANTS and must provide PARTICIPANT with supervision, training, and work assignments in accordance with the job description, as referenced in Attachment A.
- 1.3 WORK SITE shall allow for monitoring visits by representatives of the FOUNDATION and AWARDEE.
- 1.4 WORK SITE shall notify AWARDEE and FOUNDATION if any position is subject to any state, federal or local minimum or prevailing wage requirements, or subject to the terms of a collective bargaining agreement prior to PARTICIPANT on-boarding.

- 1.5 WORK SITE shall not entrust PARTICIPANTS with the care of unattended premises, or unsupervised custody or control of cash, credit cards, valuables, or other similar property without the prior written approval of the FOUNDATION.
- 1.6 WORK SITE shall ensure PARTICIPANTS receive meal and rest breaks in compliance with California law and regulation, per Labor Code section 512 and California Code of Regulations Title 8 section 11040(12), or any other applicable Industrial Welfare Commission industry and occupation order. WORK SITE agrees to accurately track and provide to AWARDEE and FOUNDATION a time record for all hours worked by each PARTICIPANT on a bi-weekly basis. The time record shall include all of the PARTICIPANT's start and end times, as well as meal period and rest breaks. WORK SITE will be responsible for ensuring PARTICIPANT's enter and approve accurate timesheets. Billed rates will be increased to reflect overtime hours worked and meal period premiums according to state or local law.
 - 1.6.1. If WORK SITE submits a request to offboard a PARTICIPANT, WORK SITE shall notify AWARDEE at least 4 days in advance of the requested last day of work (includes when PARTICIPANT completes his or her work experience); WORK SITE shall also notify AWARDEE immediately in the event a PARTICIPANT voluntarily quits his or her work experience. If WORK SITE fails to notify AWARDEE in accordance with this term, WORK SITE shall be responsible for compensating AWARDEE for payments made to PARTICIPANT for the costs of waiting time penalties, per Labor Code section 203.
- 1.7 WORK SITE shall provide the PARTICIPANT with supervision, safety instructions, safety related equipment, and personal protective equipment (PPE) that is required by law and/or is reasonable to protect against injury and/or illness while working at the WORK SITE. WORK SITE shall provide the PARTICIPANT training on the specifications and maintenance of safety related equipment and/or PPE prior to PARTICIPANT's use. Where special clothing, training, or PPE is provided to the WORK SITE's employees, the same shall be provided to the PARTICIPANT. If WORK SITE uses or stores hazardous chemicals to which PARTICIPANTS may be exposed, WORK SITE shall ensure it maintains Safety Data Sheets (SDS) and provides information and training to PARTICIPANTS about hazardous chemicals by means of a hazard communication program, in accordance with California Code of Regulations section 5194 and Code of Federal Regulations section 1910.1200.
- 1.8 In accordance with state law and regulation, WORK SITE shall provide training to each Participant on WORK SITE's Injury Illness and Prevention Program. If PARTICIPANTS will be performing work outdoors, WORK SITE shall also provide training to each PARTICIPANT on WORK SITE's Heat and Illness Prevention Program, in accordance with California Code of Regulations section 3395, and WORK SITE's Worker Protection from Wildfire Smoke Program, in accordance with California Code of Regulations section 5141.1, as applicable.
- 1.9 WORK SITE shall ensure that the PARTICIPANT is exposed to all the customary practices of the WORK SITE and the normal requirements of the job, including the WORK SITE's personnel practices and policies.
- 1.10 WORK SITE shall maintain the confidentiality of any information regarding the PARTICIPANT or his/her immediate family, which may be obtained through application forms, interviews, reports, or any other source.
- 1.11 WORK SITE shall immediately notify AWARDEE and FOUNDATION if a PARTICIPANT is exposed to COVID-19 if the exposure meets the definition of "close contact," as defined by the California Department of Public Health (CDPH).

2. AWARDEE Responsibilities

- 2.1 AWARDEE will visit the WORK SITE intermittently, but at least on a monthly basis for the purpose of monitoring compliance with this agreement and reviewing PARTICIPANT progress.
- 2.2 AWARDEE will submit time sheets electronically if possible; otherwise, AWARDEE will visit the WORK SITE to collect timesheets and submit for payroll processing or submit electronically as a preferred process.
- 2.3 AWARDEE will provide case management services for the PARTICIPANTS, including managing all employment paperwork and on-boarding of PARTICIPANT.

3. Compliance with Federal, State, and Local Laws

- 3.1 PARTICIPANTS must complete all legally required documentation and provide valid documentation to AWARDEE prior to beginning paid work experience at the WORK SITE.
- 3.2 WORK SITE shall ensure that PARTICIPANTS who are under the age of 18 do not exceed 8 hours per day or 40 hours per week. If PARTICIPANTS over the age of 18 do exceed 8 hours per day or 40 hours per week, WORK SITE will be responsible for payment of overtime to the PARTICIPANT. WORK SITE will ensure that no PARTICIPANT exceeds **total number** of hours, as referenced in Attachment A of this Agreement. This number cannot exceed 1000 hours per PARTICIPANT per fiscal (July-June) year unless classified as a Student Assistant with AWARDEE and FOUNDATION advance approval.
- 3.3 WORK SITE certifies that it provides a drug-free workplace, required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).
- 3.4 WORK SITE shall comply with all applicable federal, state and local laws and regulations to a safe and accessible work environment, including but not limited to, federal and state Occupational Safety and Health Administration (“OSHA”; “Cal-OSHA”) laws and regulations, including the recording of workplace injuries on AWARDEE’s OSHA 300 logs. WORK SITE agrees to provide PARTICIPANTS with new-hire safety orientation and regular safety training and meetings in accordance with Cal-OSHA for the WORK SITE’s industry.
- 3.5 WORK SITE shall comply with the requirements of the Fair Labor Standards Act, the California Labor Code, the California Industrial Wage Orders, Title VII of the Civil Rights Act of 1964, the Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, Workforce Innovation and Opportunity Act (“WIOA”), and all other federal, state, and local laws and regulations governing the hiring or employment of PARTICIPANT.
 - 3.5.1. If the regulations promulgated pursuant to WIOA are amended or revised, WORK SITE shall comply with them or will notify AWARDEE within 30 days after promulgation of the amendments or revision that it cannot so conform.
- 3.6 WORK SITE shall ensure that PARTICIPANTS under the age of 21 will not have access to, distribute, sell, serve, or come in contact with alcohol or tobacco products. For those individuals over age 21, the WORK SITE

shall ensure the individual receives proper training for selling, pouring, distributing alcohol and tobacco products. Violation of this policy will result in termination of the WORK SITE agreement.

- 3.7 WORK SITE shall not participate in the Career Catalyst program if experiencing abnormal labor conditions such as strikes, lockouts, or layoffs and the work experience PARTICIPANT will dislocate or affect employment or promotional opportunities for the WORK SITE's current or laid-off employees.
- 3.8 WORK SITE and/or the PARTICIPANT shall not be involved in training activities, which assist, promote, or deter union organization.
- 3.9 PARTICIPANT shall not be employed on the construction, operation, or maintenance of any facility as is used or to be used for sectarian instruction, or as a place for religious worship.
- 3.10 WORK SITE management shall inform AWARDEE immediately if they become aware that there is an employee or other person at the WORK SITE that PARTICIPANT may come into contact with that is listed as a Registered Sex Offender.
- 3.11 WORK SITE and AWARDEE agree to the retention of all required records, as per 29 CFR 95.53, for no less than 3 years following the completion of this agreement.
- 3.12 WORK SITE shall comply with all applicable federal, state, and local laws, regulations, orders, and guidelines related to COVID-19 workplace restrictions and notification obligations, including but not limited to those from the CDPH, Cal-OSHA, local county, or any other government entity with jurisdiction over the WORK SITE.
- 3.13 In the event that PARTICIPANTS are employed under a full-time employee classification and there is a finding by an applicable court of law that a joint-employment relationship exists between FOUNDATION and WORK SITE, both parties agree that they shall work collaboratively to ensure compliance with all remedial legal obligations, which includes but is not limited to pension enrollment, employer / employee contributions, and defense / indemnity of any claims, administrative actions, litigation, or other proceedings related to pension and fringe benefit obligations.

4. Term, Termination, Waiver, and Modification

- 4.1 The period of this Agreement is from START DATE through **END DATE** (“Term”), in alignment with the Career Catalyst Program Agreement entered into between AWARDEE and FOUNDATION. However, this Term in no way alters the employment term specified in each PARTICIPANT’s Attachment A.
- 4.2 AWARDEE may, in its sole discretion, terminate this Agreement at any time, for any reason, without penalty, and require the removal of the PARTICIPANT from the WORK SITE if determined to be in the PARTICIPANT’s or AWARDEE’s best interest. The WORK SITE may terminate this Agreement for any reason, without penalty, upon 15 days written notice to AWARDEE.
- 4.3 No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

5. Worker’s Compensation and Employment Claims

- 5.1 WORK SITE shall immediately notify AWARDEE and FOUNDATION of any injury and/or Workers' Compensation Claims related to a PARTICIPANT.
- 5.2 WORK SITE shall promptly report to AWARDEE and FOUNDATION any claims of harassment, discrimination, and/or claims of any violation of law governing the PARTICIPANT's employment, including allegations or reports of any irregularities or discrepancies by PARTICIPANT.
- 5.3 WORK SITE must secure AWARDEE and FOUNDATION's written approval prior to PARTICIPANT's use of motor vehicles, heavy equipment, or power tools. AWARDEE and WORK SITE must also be in compliance with FOUNDATION's Driving Standard and incorporate the Driving Standard as a part of this Worksite Agreement, in the event that a PARTICIPANT will use or uses such motor vehicles or heavy equipment during the course of the program. If WORK SITE secures AWARDEE and FOUNDATION's approval for use of heavy equipment or power tools, prior to PARTICIPANTS using heavy equipment or power tools WORK SITE shall ensure PARTICIPANT receives and completes all necessary training, certification, and safety instruction (including instruction on proper use of PPE) required under California law and regulation applicable to the use of heavy equipment and/or power tools, including without limitation compliance with all applicable Department of Industrial Relations and Cal-OSHA Safety Orders.

6. Insurance and Indemnification

- 6.1 WORK SITE shall maintain insurance as listed below:
 - i. Comprehensive commercial general liability, property loss, and personal injury insurance with a combined single limit of no less than one million dollars (\$1,000,000.00) per occurrence; The Commercial General Liability Policy shall name AWARDEE and Foundation for California Community Colleges, its directors, officers, and employees as Additional Insureds.
 - ii. Workers' compensation as required under the Workers' Compensation and Safety Act of the State of California, as amended from time to time for WORK SITE's employees only (not PARTICIPANTS).
- 6.2 The WORK SITE shall indemnify and hold harmless AWARDEE and FOUNDATION, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability, including attorneys' fees, for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, to the extent caused by intentional or negligent acts or omissions arising from their responsibilities, duties, and compliance obligations required under this Agreement.
- 6.3 WORK SITE shall be liable for and shall indemnify, defend and hold both AWARDEE and FOUNDATION harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from any and all wage and hour violations or breach of any labor and employment laws due to the fault, willful misconduct, or negligence of the WORK SITE.

7. LAEP Program Administrator Responsibilities (if applicable)

- 7.1 In addition to the requirements for Career Catalyst PARTICIPANTS, the following are requirements specifically applicable to Learning-Aligned Employment Program ("LAEP") PARTICIPANT(S).

- 7.2 WORK SITE shall ensure that the employment of a LAEP PARTICIPANT shall not displace workers currently employed by the WORK SITE or impair existing contracts for services.
- 7.3 WORK SITE shall ensure the LAEP PARTICIPANT placement does not violate any applicable collective bargaining agreements or fill any vacancies to a labor dispute.
- 7.4 WORK SITE shall ensure the work performed by the PARTICIPANT shall not be related to the activities of any sectarian organization or to any partisan or nonpartisan political activities.

8. Notices

All notices and other communications required or permitted to be given under this agreement, including but not limited to any notice of change of address, must be directed to the following individuals:

AWARDEE:

Name
Title
AWARDEE Organization
Address
Address
Phone
E-mail

WORK SITE:

Name
Title
Work Site Organization
Address
Address
Phone
E-mail

FOUNDATION

Workforce Development
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
916-498-6723
careercatalyst@foundationccc.org

The parties each represent and warrant that the signatories below are authorized to sign this agreement on behalf of themselves or the party on whose behalf they execute this agreement.

THE PARTIES HEREBY EXECUTE THIS AGREEMENT with their signature below.

AWARDEE

WORK SITE

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By*: _____

Print Name: Tim Aldinger

Title: Executive Director, Workforce Development

Date: _____

[*FoundationCCC's signature above shall be invalid if any revisions are made to this Agreement that are not formally approved and agreed upon in writing by FoundationCCC.]

ATTACHMENT A to Work Site Agreement

Participant Form Addendum

To be completed for each participant as an addendum to the Agreement.

Employer Name & Address: Foundation for California Community Colleges

1102 Q Street, Suite 4800, Sacramento, CA 95811

Work Site: _____ **Work Site Department:** _____

Work Site Address: _____

AWARDEE: _____ **Date:** _____

Participant Name: _____

Position Title/Classification: _____

Is Participant a LAEP Eligible Student: Yes | No

Supervisor Name: _____

Supervisor Contact Information (email and/or phone number): _____

Term of employment: _____ to _____

Rate of compensation: \$ _____ per hour

Purpose/Role of Position:

Duties/Responsibilities & Relationship to Position:

General Qualifications:

Specific Qualifications:

LAEP Only: Procedures for Determining Rate of Pay (in alignment with LAEP hourly rate requirements)

Work Hours: The student's working hours during the term of employment shall not exceed:

Maximum hours per week: _____ Maximum total hours for the term of employment: _____

Detailed Job Description & Job Title attached Separately (Check Box, If Applicable)

Attachment 2

Key Terms and Definitions

1. Job Preparation Training - Provides the Participant with the following program elements:
 - a. Job Exploration which shall include:
 - i. understanding the local labor market;
 - ii. work-site tours to learn about necessary job skills;
 - iii. job shadowing; and
 - iv. informational interviews to research employers.
 - b. Workplace Readiness Skills Training which shall include:
 - i. understanding employer expectations;
 - ii. learn how to search and apply for jobs;
 - iii. learning about ways to get to work; and
 - iv. training on “soft” skills necessary for employment.
 - c. Work-Based Learning Experience which shall include:
 - i. Paid Work Experience; and
 - ii. On-the-job work trials/work simulations.
2. Off-boarding - The process of separating Participants from Work Experience by ensuring last timecards get processed and payment is issued after separation.
3. On-boarding - The process of completing “new employee” documentation (tax forms, right to work verification documentation, etc.).
4. Participant - An In-School Youth residing in Santa Barbara County and determined to be eligible to participate in the STEP and who receives one or more STEP funded service(s).
5. School - Schools shall mean public schools, private schools, adult schools, community colleges, registered home schools, public 4-year colleges/universities, and private 4-year colleges/universities.
6. Stipend - A fixed regular payment made to encourage Participant to participate in and complete specific and measurable program outcomes. A stipend may be considered in the case of volunteering, job shadowing, or work readiness activities. Stipends are not an entitlement and are subject to the availability of funds.
7. Students with Disability - An individual with a disability in a secondary, post-secondary, or other recognized educational program who:
 - a. Is not younger than 16;
 - b. Is not older than 21 years;
 - c. Is eligible for, and receiving, special education or related services under Part B of the Individuals with Disabilities Education Act (20 U.S.C. 1411 et seq.); and
 - d. Is an individual with a disability, for purposes of section 504.
 - i. The Federal Education Section 504 Regulations defines a person with a disability as “any person who (1) has a physical or mental impairment which substantially limits one or more major life activities, (2) has a record of such an impairment, or (3) is regarded as having such an impairment (34 CFR 104.3).”

8. Work Experience - A planned, structured learning experience that takes place in a workplace and provides Participants with opportunities for career exploration and skill development. Work Experience may take place in the for-profit section, non-profit sector, or public sector.
9. Work Site - The worksite where the Participant is placed in order to develop workplace skills.