

Foundation for California Community Colleges, in partnership with the Department of Rehabilitation, shall support the Summer Training and Employment Program for Students (STEPS) program (“Program”) which will provide job preparation training, including job exploration, workplace readiness skills training, and work-based learning experiences, as well as summer work experience to students with disabilities. Foundation for California Community Colleges shall manage STEPS Grant Funds and shall provide comprehensive human resource and payroll services through its Career Catalyst program to County of Santa Barbara Workforce Development Board (COUNTY).

For the purposes of this Agreement the Foundation for California Community Colleges, a California non-profit 501(c)(3) corporation, is referred to as “FOUNDATION” and COUNTY is referred to as “CONTRACTOR”. The term Students with Disabilities (SWD) shall refer to the individual participating in the STEPS and Career Catalyst program. By signing this Agreement, the parties acknowledge their acceptance of all the terms and conditions in this Agreement and any exhibits attached hereto (collectively the “Agreement”).

The term of this Agreement is August 27 through April 30, 2020

The amount of this Agreement is \$ 250,000

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A	Scope of Work	Pages 3-4
Exhibit B	Budget Detail & Payment Provisions	Pages 5-7
Exhibit C	Terms and Conditions of Career Catalyst	Pages 8-14
Exhibit D	Contract Certification Clauses	Pages 15-16

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THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: Sheila de la Guzman
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: [Signature]
Chair, Board of Supervisors

Date: 8-27-19

CONTRACTOR:

Foundation for California Community
Colleges

By: _____
Authorized Representative

Name: _____

Title: _____

CONTRACTOR:

Foundation for California Community Colleges

By: _____
Authorized Representative

Name: _____

Title: _____

RECOMMENDED FOR APPROVAL:

Social Services

By: [Signature]
Department Head

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: [Signature]
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: [Signature]
Deputy

APPROVED AS TO FORM:

Risk Management

By: [Signature]
Risk Management

THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Chair, Board of Supervisors

Date: _____

CONTRACTOR:

Foundation for California Community
Colleges

By:  _____
Authorized Representative

Name: Joseph Quintana
Title: Chief Operating Officer

CONTRACTOR:

Foundation for California Community Colleges

By:  _____
Authorized Representative

Name: Bryan Miller
Title: VP Communications + Technology

RECOMMENDED FOR APPROVAL:

Social Services

By: _____
Department Head

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

EXHIBIT A
SCOPE OF WORK

1. This Agreement is entered into by and between the FOUNDATION and CONTRACTOR, for the purpose of providing prevocational training and work experience services to SWDs in accordance with the Solicitation for Proposals for the 2019 STEPS Grant. The term of this Agreement is the date the Agreement is signed by both parties through April 30, 2020.

The FOUNDATION will distribute funds to CONTRACTOR for services rendered and serve as the official employer of record for all paid work experience conducted by CONTRACTOR, through its Career Catalyst Services. As such, the FOUNDATION will provide comprehensive human resource and payroll services for all SWDs placed in a paid work experience.

2. The project representatives during the term of this Agreement will be:

FOUNDATION

PROGRAM MANAGER (All Programmatic Issues):

Joshua Modlin
Manager, Education to Work Partnerships
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
916-325-1852
jmodlin@foundationccc.org

CONTRACTS (Contracts Issues Only, including but not limited to Contract Notices):

Contracts Department
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
contracts@foundationccc.org

CONTRACTOR

County of Santa Barbara Workforce
Development Board
Mr. Raymond McDonald
Executive Director
130 E. Ortega Street
Santa Barbara, CA 93101
805-681-4540
r.mcdonald@sbcsocialserv.org

CONTRACTS (Contracts Issues Only, including but not limited to Contract Notices):

Santa Barbara County – Department of Social Services
Attn: Contracts Unit
2125 South Centerpointe Parkway, Complex C
Santa Maria, CA 93455-1338
805-346-7294
e.duncan@sbcsocialserv.org

All notices shall be in writing and shall be emailed, personally delivered, certified mail, postage prepaid and return receipt requested, or by overnight courier service. Notice shall be deemed effective on the date emailed, personally delivered, or if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service or overnight courier service.

3. Eligibility:

- A. School Partners: public schools, private schools, adult schools, community colleges, registered home schools, public 4-year colleges/universities, and private 4-year colleges/universities.
- B. Business Partners: private businesses of any size, non-profits, and public employers. Private businesses are preferred.
- C. SWDs: an individual with a disability in a secondary, post-secondary, or other recognized educational program who:
 - i. Is not younger than 16;
 - ii. Is not older than 21 years;
 - iii. 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,
 - iv. Is an individual with a disability, for purposes of section 504.
 - a. The Federal Ed Section 504 Regulation defines a person with a disability as “any person who (i) has a physical or mental impairment which substantially limits one or more major life activities, (ii) has a record of such an impairment, or (iii) is regarded as having such an impairment.”

- 4. Workplace Readiness Training: Each participating SWD must receive up to forty (40) hours of job exploration and/or workplace readiness training.
- 5. Work Experience: Each participating SWD must receive up to 230 hours of Work Experience, paid at no less than \$12.00 per hour. If the local minimum wage is higher than \$12.00 per hour, participating SWDs must earn at least the higher, local minimum wage. If any given SWD is unable to complete all 230 hours of Work Experience, CONTRACTOR may move those remaining Work Experience hours to a different SWD. CONTRACTOR is required to verify that all participating SWDs have met all ‘right to work’ and ‘selective service’ requirements. FOUNDATION shall provide Employer of Record service for all CONTRACTOR’s SWDs completing paid Work Experience under this Agreement.
- 6. Monthly Progress Reports: CONTRACTOR must complete monthly progress reports, due the 20th of each month, beginning June 20, 2019. The progress reports will contain information on the grant activities of the prior month, including information on each SWD, their pre-vocational training, their work experience placements, the types and cost of any additional services provided, staffing costs, travel costs, and any additional Workforce Innovation and Opportunity Act (WIOA) program placements. Monthly progress reports should be submitted to: FOUNDATION: Leti Shafer at lshafer@foundationccc.org.

All reports must be submitted in the FOUNDATION’s reporting template and must follow guidelines provided in the Instruction Packet.
- 7. Allowable Costs: All costs for this grant must be direct service costs. Direct services include staff time spent working directly with students or businesses for purposes of developing work experience sites for students being served by the CONTRACTOR. No administrative costs may be charged to this contract.
- 8. Final Grant Evaluation: At the conclusion of grant activities, CONTRACTOR is required to submit a Final Grant Evaluation Form, along with a two (2) page narrative summarizing grant activities.
- 9. Presentation of Grant Activities: CONTRACTOR must present, to the governing panel of the Employment Training Panel (ETP), a summary of their grant activities and progress to date, at the September Panel Meeting of the ETP. FOUNDATION shall provide CONTRACTOR the date, location, and time of the ETP September Panel Meeting.
- 10. Record Keeping Requirements: All 2019 STEPS Grant documents must be kept for a minimum of five (5) years. CONTRACTOR agrees that FOUNDATION shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement, including, but not limited to: accounting records, consumer service records, records and evaluations of individuals referred to the program, and other supporting documentation that may be relevant to the audit or investigation.
- 11. Instruction Packet: CONTRACTOR will receive an Instruction Packet for the 2019 STEPS Grant. All additional forms, and further explanations on the STEPS requirements, are to be included in the packet.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Cost Reimbursement Agreement

This is a cost reimbursement agreement. The FOUNDATION shall hold all STEPS Grant Funds on behalf of CONTRACTOR and disburse the funds as appropriate to reimburse CONTRACTOR. The total amount of STEPS Grant Funds available shall not exceed \$250,000. FOUNDATION shall charge the fee described in Section 2.A of this EXHIBIT B Agreement. The total amount to be retained by the FOUNDATION under this Agreement for its Employer of Record Services for Paid Work Experience, including SWD wages, taxes, and fees, shall be \$174,000 (consisting of \$144,000 of Work Experience wages and \$30,000 for flat fee, as described in Project Budget). CONTRACTOR will be responsible for Work Experience wages and Supportive Services incurred by SWDs under this Agreement. If SWDs Work Experience wages and Supportive Services costs exceed the contract value, CONTRACTOR is responsible for those costs. These costs include any cost the FOUNDATION is obligated to pay SWDs under state, local, or federal law. Under no circumstances can the FOUNDATION pay for services provided prior to the start date. Funds should be expended by September 30, 2019. However, this time could be extended until April 30, 2020 upon request.

2. Invoicing and Payment

A. For Paid Work Experience (Career Catalyst Service):

- i. FOUNDATION will bill against CONTRACTOR's STEPS Grant Funds for paid Work Experience performed under the terms of this Agreement in the amount not to exceed \$174,000 (consisting of \$144,000 of Work Experience wages and up to \$30,000 for flat fee, as described in project budget EXHIBIT B - "Project Budget"). This includes SWD's hourly rate, including any overtime or premium payments owed to the SWD plus employer payroll taxes (as set forth in Section 4 - Project Budget). The actual percentage for employer tax is determined on actual FOUNDATION costs to include federal and state payroll taxes, workers compensation rates for the actual position in question, unemployment taxes, and other relevant employment costs.
- ii. FOUNDATION will retain a \$600 flat fee of every \$5,000 awarded to perform employer-of-record services, for a total amount, not to exceed \$30,000.

B. For all other services satisfactorily rendered, CONTRACTOR is required to submit a monthly progress report, referenced in EXHIBIT A, Section 6, using the template and instruction packet provided by the FOUNDATION at time of contract execution. Upon receipt and approval of the monthly progress reports/invoices, FOUNDATION agrees to reimburse CONTRACTOR for allowable actual expenditures incurred in accordance with Section 4 of this EXHIBIT B, Project Budget.

C. The total amount of STEPS Grant Funds available for services performed under this Agreement shall not exceed \$250,000.

D. Itemized invoices shall include the Agreement Number CP-154-19 and shall be submitted via email on the 20th of each month to:

Leti Shafer
lshafer@foundationccc.org
Workforce Development
1102 Q Street, Suite 4800
Sacramento, CA 95811

3. Budget Contingency Clause

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State fiscal year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made available to the Department of Rehabilitation by the United States Government or by the State of California for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions established by the United States Government and/or the State of California, or any statute enacted by the Congress and Legislature, which may affect the provisions, terms or funding of the Agreement in any manner. The parties mutually agree that if the Congress and/or Legislature do not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

4. Project Budget

Item #	Expense Item	Not to Exceed Amount Requested
1.	CONTRACTOR Staff	
a.	CONTRACTOR Salaries	\$28,870.59
b.	CONTRACTOR Fringe Benefits, which shall include: <ul style="list-style-type: none"> • Retirement Contribution • Supplemental Retirement Contribution • FICA Contribution • FICA/Medicare • Health Insurance Contribution • Life and Disability Insurance 	\$15,966.88
2.	CONTRACTOR Travel	\$1,162.56
3.	SWD Work Experience Wages (must factor in the following): <ul style="list-style-type: none"> • Hourly rate (\$12 minimum) x 200 hours per SWD • Estimated 20% for applicable federal, state, local taxes and worker's compensation (this amount will vary based on worker's compensation, actuals invoiced) per SWD 	\$144,000
4.	FOUNDATION Flat Fee – STEPS Program <ul style="list-style-type: none"> • \$600 per \$5,000 awarded to perform employer-of-record and administrative services 	\$30,000
5.	Supportive Services , which shall include: <ul style="list-style-type: none"> • Interview clothing and work attire • Housing assistance • Transportation assistance, such as bus passes and gas cards • Department of Motor Vehicle fees for driver license and California IDs • Other, including but not limited to work-related tools, eye glasses and protective eye gear, 	\$10,000
6.	Subcontractors Fees, which shall include: <ul style="list-style-type: none"> • Program Coordination 	\$20,000

	<ul style="list-style-type: none"> • Job readiness/preparation training • Administration of supportive services • Work experience coordination 	
7.	TOTAL	\$250,000

EXHIBIT C

TERMS AND CONDITIONS OF STEPS PAID WORK EXPERIENCE PROGRAM

FOUNDATION shall provide to CONTRACTOR the services as set forth below. The term “SWD” shall refer to the individual participating in the STEPS program and the term “WORK SITE” shall refer to the agency or business where the SWD will be placed, where SWD will perform his/her job duties. CONTRACTOR agrees to work closely with FOUNDATION staff and its partners in the performance of its services and shall be available to FOUNDATION’s staff and partners at all reasonable times. In providing such services to CONTRACTOR, FOUNDATION is not exercising any control over the wages, hours, or working conditions of any SWD. CONTRACTOR agrees and represents that FOUNDATION and CONTRACTOR are not acting as a joint employer with respect to the SWDs whom FOUNDATION employs during the period of this Agreement.

1. FOUNDATION Responsibilities

1.1. FOUNDATION shall assume responsibility, as the employer of record for the SWDs.

1.2 FOUNDATION shall be responsible for payment of wages, as reported by CONTRACTOR, through the FOUNDATION’s payroll, including making the appropriate deductions, withholdings, and premium payments under applicable federal, state, and local laws.

1.3 FOUNDATION shall be responsible for providing workers’ compensation insurance coverage that covers the SWDs, as well as processing and defending all workers’ compensation claims made by SWDs.

1.4 FOUNDATION shall be responsible for managing and tracking SWD leaves of absence, as may be required by law.

1.5 Upon CONTRACTOR’s written request, FOUNDATION will conduct a background check for SWDs requested by CONTRACTOR for an additional fee.

2. Services provided by FOUNDATION

Deliverable	Description
On-Boarding Assistance	Virtual and onsite orientation sessions lead by the FOUNDATION. Single point of contact for new hire paperwork. Streamlined and electronic tools to assist with hiring. Maintain personnel records.
Employee Relations Issues	Respond to all day-to-day employee relations issues and employee/WORK SITE supervisor inquiries regarding policies and procedures. Provide coaching, guidance, and legal assistance with employee relations issues with WORK SITE supervisors / manager(s), workforce development, and legal staff. Initiate communication with employee to address and resolve issue.
Payroll Services	Manage and maintain the Human Resource Information System (HRIS) and processing of new hires, salary increases, promotions, transfers and terminations for the Program. On-line timekeeping training for SWD, WORK SITE supervisors, and contract manager(s). Collect tax documentation and information.
Leave Management	Provide single point of contact for administrative and medical leaves of absence. Generate paperwork, track time out of the office, and facilitate/manage communication between the employee and WORK SITE supervisor. Serve as liaison between individual and Employment Development Department (EDD) for State Disability Insurance (SDI) and Paid Family Leave (PFL) insurance/payments.

Workers' Compensation Claims	Provide single point of contact for workers' compensation claims. Generate paperwork, track time out of the office, and facilitate communication between the employee and WORK SITE supervisor. Serve as liaison between employee and insurance carrier for workers' compensation insurance/payments.
Unemployment	Provide single point of contact for unemployment claims, generate paperwork, and serve as the liaison between employee and EDD for unemployment payments.

3. FOUNDATION Representative

Human Resources and Payroll Inquiries:

Career Catalyst
 Foundation for California Community Colleges
 1102 Q Street, Suite 4800
 Sacramento, CA 95811
 Phone: 888-278-4834
 Fax: 916-325-0844
 lshafer@foundationccc.org

4. SWD Job Description

4.1 The SWD(s) shall perform the following duties:

- 4.1.1 No SWD participant shall work without being enrolled in the program or without completing the on-boarding (right-to-work verification) process with FOUNDATION.
- 4.1.2 SWD participants' work schedule must be pre-approved prior to start date.
- 4.1.3 SWD participants shall enter and approve timesheets following the FOUNDATION's payroll calendar. It is the responsibility of the participant to ensure time worked is entered and approved into the FOUNDATION's payroll system, and that a hard copy of the time card is signed by both the participant and WORK SITE supervisor and is turned in on time to the CONTRACTOR, for final approval.
- 4.1.4 Treat the Work Experience assignment as if it were a regular job.
- 4.1.5 Follow all the rules and requirements for the position explained by the WORK SITE.
- 4.1.6 SWD shall report to the WORK SITE on time and leave at the designated time.
- 4.1.7 Dress appropriately for the assignment.
- 4.1.8 Whenever possible, schedule appointments, including doctor visits, for a time that does not conflict with placement hours.
- 4.1.9 Maintain a cooperative attitude with coworkers and supervisor(s).
- 4.1.10 Keep the confidentiality rules and regulations of the WORK SITE.
- 4.1.11 Report unsafe working conditions or practices.
- 4.1.12 Use safety equipment appropriately.
- 4.1.13 Report any accidents or incidents.

- 4.1.14 Bringing weapons or the use of violence will not be tolerated.
- 4.1.15 It is prohibited to have, distribute, or sale any controlled substance.
- 4.1.16 Follow established program and WORK SITE's regulations regarding the use of cell phones, internet, and music devices.
- 4.1.17 Review and or participate in a mandatory safety training presentation available in our website at <http://www.sbcwdb.org/wib.aspx?id=553>.
SWD participants are encouraged to contact CONTRACTOR if there is a significant change in the job duties or hours of work; are having problems or difficulties (either personal or work-related) that may affect Work Experience, or your address, telephone number, or email address changes.

4.2 Rules of Conduct and Disciplinary Procedures

There are reasonable rules of conduct which must be followed in any organization to help a group of people work together effectively. SWD participant ought to present themselves in a professional appearance and manner. If a participant is not considerate of others and does not observe reasonable work and safety rules, disciplinary action will be taken.

The following list is illustrative of those offenses that may result in immediate discipline, up to and including dismissal from the STEPS Program.

- 4.2.1 Excessive absenteeism or tardiness.
- 4.2.2 Dishonesty, including falsification of time sheets.
- 4.2.3 Fighting, disorderly conduct, horseplay, or any other behavior which is disruptive or dangerous.
- 4.2.4 Possession of, consumption of, or being under the influence of alcoholic beverages while on the WORK SITE.
- 4.2.5 Illegal distribution, dispensation, sale, possession, or use of illegal drugs or un-prescribed controlled substances.
- 4.2.6 Possession of weapons, firearms, ammunition, explosives, or fireworks on the WORK SITE.
- 4.2.7 Failure to promptly report a workplace injury or accident involving any of the worksite's property, equipment or other interns/employees.
- 4.2.8 Willful neglect of safety practices, rules and policies.
- 4.2.9 Commission of a crime, or other conduct which may damage the reputation of the Program.
- 4.2.10 Use of profane language on the WORK SITE or anywhere during business hours.
- 4.2.11 Stealing, misappropriating or intentionally damaging property belonging to the WORK SITE.
- 4.2.12 Insubordination, including failure to comply with any work assignments given by a mentor or any supervisor with the authority to do so.
- 4.2.13 Interference with the work performance of other SWDs or WORK SITE employees.

4.2.14 Failure to comply with the personnel policies and rules of the Program.

4.2.15 Behavior in outside the work place that jeopardizes the integrity of the Program, staff or WORK SITE.

5. CONTRACTOR Responsibilities

5.1 CONTRACTOR shall subcontract the responsibility for the day-to-day control and supervision of SWDs which shall provide SWD with supervision, training, and work assignments in accordance with the WORK SITE request and job description.

5.2 CONTRACTOR or its subcontractor shall allow for monitoring visits by representatives of the FOUNDATION and shall ensure that any WORK SITES will allow for monitoring visits by representatives of the FOUNDATION should the FOUNDATION elect to perform an inspection.

5.3 CONTRACTOR or its subcontractor will notify 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.

5.4 If SWDs will be working at WORK SITES not under the direction and control of CONTRACTOR, CONTRACTOR shall require subcontractor to have a signed "Work Site Agreement" (Attachment 1) with the WORK SITE. CONTRACTOR shall use a Work Site Agreement Template approved by the FOUNDATION. FOUNDATION in its sole discretion may deny placement of SWDs at any WORK SITE, if FOUNDATION deems the WORK SITE to be unsafe or non-compliant with state, local, or federal law.

5.5 Without the prior written agreement of FOUNDATION, CONTRACTOR shall require subcontractor to not entrust SWDs with the care of unattended premises, or unsupervised custody or control of cash, credit cards, valuables, or other similar property.

5.6 CONTRACTOR shall require that subcontractor ensure SWDs receive meal and rest breaks in compliance with both California law and the FOUNDATION's Policy and Procedures manual. CONTRACTOR agrees to accurately track and provide to FOUNDATION a time record for all hours worked by each SWD on a bi-weekly basis. The time record shall include all of the SWD's start and end times, as well as meal period and rest breaks. CONTRACTOR shall require its subcontractor to be responsible for ensuring SWDs enter and approve accurate timesheets. Billed rates will be increased to reflect overtime hours worked, waiting time penalties, expedited delivery charges, and meal period premiums according to state or local law.

5.7 CONTRACTOR shall require the subcontractor will ensure that SWDs who are under the age of 18 do not exceed 8 hours per day or 40 hours per week. CONTRACTOR will be responsible for payment of overtime to the SWD. CONTRACTOR will ensure that no SWD exceeds 200 hours total, unless CONTRACTOR has received written consent from FOUNDATION. **This number cannot exceed 1000 hours per SWD per fiscal (July- June) year, unless classified as a Student Assistant with CONTRACTOR and FOUNDATION approval.**

6. Compliance with Federal, State, and Local Laws

6.1 CONTRACTOR shall require that the subcontractor ensure that all legally required documents will be provided prior to SWDs start date including, but not limited to: SWD Form I-9s and work permits for SWDs under the age of 18.

6.2 CONTRACTOR shall require that the subcontractor ensure that WORK SITE provides a drug-free workplace, required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).

6.3 CONTRACTOR shall require that the subcontractor ensure that WORK SITE shall comply with all applicable federal, state and local laws and regulations relating to a safe and accessible work environment, including but not limited to, federal and state Occupational Safety and Health Administration ("OSHA") laws and regulations, including the recording of workplace injuries on CONTRACTOR's OSHA 300 logs.

6.4 CONTRACTOR shall require that the subcontractor ensure that 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, and all other federal, state, and local laws and regulations governing the hiring or employment of SWD.

7. Worker's Compensation and Employment Claims

7.1 CONTRACTOR shall require subcontractor to immediately notify FOUNDATION of any injury and/or Workers' Compensation Claims related to a SWD.

7.2 CONTRACTOR shall require subcontractor to promptly report to FOUNDATION any claims of harassment, discrimination, and/or claims of any violation of law governing the SWD's employment, including allegations or reports of any irregularities or discrepancies by SWD.

7.3 CONTRACTOR shall require subcontractor to notify the FOUNDATION if a SWD will be allowed to operate any motor vehicle or heavy equipment at any time as part of his/her work/training activities. CONTRACTOR must secure FOUNDATION's written approval prior to SWD's use of motor vehicles or heavy equipment.

8. Indemnification.

8.1 FOUNDATION shall be liable for and shall indemnify and hold CONTRACTOR harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of FOUNDATION, its officers, employees, agents, subcontractors and representatives, in performance of the services under this Agreement.

8.2 CONTRACTOR shall be liable for and shall indemnify and hold FOUNDATION harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of CONTRACTOR or WORKSITE, their officers, employees, agents, subcontractors and representatives, arising from their responsibilities under this Agreement.

9. General Terms

9.1 Captions and Interpretation. Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.

9.2 Assignment and Delegation. This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this Agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment not in accordance with this paragraph is void.

9.3 Anti-lobbying. FOUNDATION shall not use any part of the funds rendered for services to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a political candidate for public office or a Member of Congress, a jurisdiction, or an official of any government, or to favor, adopt, or oppose, by vote or otherwise, any legislation.

9.4 Non-Discrimination. FOUNDATION shall not discriminate in the provision of services, benefits, employment, facilities or otherwise because of race, color, ancestry, religion, creed, national origin, sex, age, sexual orientation, physical or mental disability, medical condition, marital status, denial of family care leave or on the basis of any other protected category as provided by federal, state and/or local laws. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12990(a)-(f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et. seq.)

9.5 Debarment and/or Suspension. CONTRACTOR shall comply with Executive Order 12549, Debarment and Suspension. CONTRACTOR represents and warrants that CONTRACTOR is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency or any California state department or agency.

9.6 Entire Agreement. This Agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications

between the parties regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this Agreement are hereby deemed rejected by FOUNDATION and shall not be of any effect or in any way binding upon FOUNDATION. To the extent that the terms and conditions of this Agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this Agreement will prevail.

9.7 Modification of Agreement. This Agreement may be modified only by a written agreement dated subsequent to this Agreement and signed by authorized representatives of each party. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.8 Law to Govern; Venue. This Agreement is made under and will be governed by and construed in accordance with the laws of the State of California. Any litigation resulting from a dispute or claim arising under or relating to this Agreement shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Santa Barbara, California. Agreement

9.9 Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

9.10 Construction of Agreement. Both parties have participated in the negotiation and drafting of this Agreement. Therefore, the terms and conditions of this Agreement shall not be construed against either party as the drafting party.

9.11 Confidentiality. To the extent permitted by state law, CONTRACTOR shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in CONTRACTOR's assigned duties and for the benefit of FOUNDATION, any of FOUNDATION's Confidential Information, either during or after CONTRACTOR's relationship with FOUNDATION. Subject to applicable federal, state and local law, including but not limited to the Richard McKee Transparency Act of 2011, "Confidential Information" is to be broadly defined, and includes but may not be limited to all information that has or could have commercial value or other utility in the business in which FOUNDATION is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of FOUNDATION, whether or not such information is identified as Confidential Information by FOUNDATION. This paragraph shall survive the expiration or early termination of this Agreement.

9.12 Execution of this Agreement. The parties agree that this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Agreement.

9.13 Authority to Bind. 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.

9.14 Severability. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve, as nearly as possible, the same economic effect as the original provision and the remainder of this Agreement will remain in full force and effect.

9.15 Non-waiver. The failure of either FOUNDATION or CONTRACTOR, whether purposeful or otherwise, to exercise in any instance any right, power or privilege (including but not limited to waiver) under this Agreement or under law of this Agreement shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by FOUNDATION or CONTRACTOR must be in writing.

9.16 Relationship of the Parties. Both parties are independent parties and this Agreement will not establish any relationship of partnership, joint venture, employment, agency or otherwise. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided in this Agreement.

9.17 Force Majeure. FOUNDATION shall not be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, terrorism, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of FOUNDATION.

9.18 Termination. Either party shall have the right to terminate this Agreement immediately should the other party be found to be in material breach of this Agreement. Should CONTRACTOR terminate this Agreement they shall no longer have access to the STEPS Grant Funds awarded under this Agreement.

EXHIBIT D

CONTRACT CERTIFICATION CLAUSES

CERTIFICATION

I, the official named below, **CERTIFY UNDER PENALTY OF PERJURY** that I am duly authorized to legally bind the prospective **CONTRACTOR** to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>CONTRACTOR/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** CONTRACTOR has, unless exempted, complied with the nondiscrimination program requirements (Gov. Code §12990 (a-f) and CCR, Title 2, Section 81-3) (Not applicable to public entities).

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and,
 - iv. Penalties that may be imposed upon employees for drug abuse violations.

 - c. Every employee who works on the proposed Agreement will:
 - i. Receive a copy of the company's drug-free workplace policy statement; and,
 - ii. Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement of both and CONTRACTOR may be ineligible for award of any future State agreements if the department determines that any of the following has

occurred: the CONTRACTOR has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.).

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: CONTRACTOR certifies that no more than one (1) final un-appealable finding of contempt of court by a Federal court has been issued against CONTRACTOR within the immediately preceding two-year period because of CONTRACTOR's failure to comply with an order of a Federal court, which orders CONTRACTOR to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.).
4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE – PRO-BONO REQUIREMENT: CONTRACTOR hereby certifies that CONTRACTOR will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

CONTRACTOR agrees to make a good faith effort to provide a minimum number of hours of pro-bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.
5. EXPATRIATE CORPORATIONS: CONTRACTOR hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
6. SWEATFREE CODE OF CONDUCT:
 - a. All CONTRACTORs contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The CONTRACTOR further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov , and the Public Contract Code Section 6108.
 - b. The CONTRACTOR agrees to cooperate fully in providing reasonable access to the CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the CONTRACTOR's compliance with the requirements under paragraph (a).
7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the CONTRACTOR certifies that CONTRACTOR is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California

1. CONFLICT OF INTEREST: CONTRACTOR needs to be aware of the following provisions regarding current or former state employees. If CONTRACTOR has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410)

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent CONTRACTOR with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411)

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If CONTRACTOR violates any provisions of above paragraphs, such action by CONTRACTOR shall render this Agreement void. (Pub. Contract Code §10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment or preparatory time and payment for per diem. (Pub. Contract Code §10430 (e)).

2. LABOR CODE/WORKER'S COMPENSATION: CONTRACTOR needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and CONTRACTOR affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700).
3. AMERICANS WITH DISABILITIES ACT: CONTRACTOR assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.).
4. CONTRACTOR NAME CHANGE: An amendment is required to change the CONTRACTOR's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the CONTRACTOR is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing Business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate CONTRACTOR performing within the state not be subject to the franchise tax.

- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the Agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the CONTRACTOR shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all CONTRACTORS that are not another state agency or other governmental entity.

Attachment 1
Work Experience Site Agreement

WORK EXPERIENCE SITE AGREEMENT

Between

[CUSTOMER]

And

[INSERT WORK SITE NAME]

The Agreement below describes the roles and responsibilities of both [CUSTOMER] herein after CUSTOMER and [WORK SITE] herein after WORK SITE, in relation to the placement of Career Catalyst Program PARTICIPANTS (“PARTICIPANTS”) placed at WORK SITE. PARTICIPANTS are employees of the Foundation for California Community Colleges (“FOUNDATION”). FOUNDATION will act as employer of record for the PARTICIPANT and provide all payrolls and associated costs (i.e., workers' compensation, taxes, etc.). The FOUNDATION provides workers' compensation coverage for PARTICIPANTS.

1. WORK SITE Responsibilities

- 1.1 WORK SITE agrees to provide [PARTICIPANT names] (hereafter called “PARTICIPANT”) with the opportunity to work in the capacity of [job title], 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).
- 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.
- 1.3 WORK SITE shall allow for monitoring visits by representatives of the FOUNDATION and CUSTOMER.
- 1.4 WORK SITE shall notify CUSTOMER 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 both California Law and the FOUNDATION’s Policy and Procedures manual. WORK SITE agrees to accurately track and provide to CUSTOMER 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.
- 1.7 WORK SITE shall provide the PARTICIPANT with supervision, safety instructions and safety related equipment that is required and/or is reasonable to protect against injury and/or illness while working at

the WORK SITE. Where special clothing or equipment is provided to the WORK SITE's employees, the same shall be provided to the PARTICIPANT.

- 1.8 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.
- 1.9 The PARTICIPANT shall not be permitted to drive a WORK SITE vehicle, his/her own vehicle while conducting business for the WORK SITE (or CUSTOMER), or a CUSTOMER owned vehicle. (This includes a driving trip as simple as going to pick-up the mail, or moving the vehicle to the back lot, etc.).
- 1.10 The 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.

2. CUSTOMER Responsibilities

- 2.1 CUSTOMER will visit the WORK SITE intermittently, but at least on a monthly basis for the purpose of monitoring this Agreement and reviewing PARTICIPANT progress.
- 2.2 CUSTOMER will submit time sheets electronically if possible; otherwise, CUSTOMER will visit the WORK SITE to collect timesheets and submit for payroll processing or submit electronically as a preferred process.
- 2.3 CUSTOMER 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 CUSTOMER 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. . WORK SITE will ensure that no PARTICIPANT exceeds 200hours total. This number cannot exceed 1000 hours per PARTICIPANT per year unless classified as a Student Assistant with CUSTOMER and FOUNDATION 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") laws and regulations, including the recording of workplace injuries on CUSTOMER'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 Hatch 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, it shall comply with them or will notify CUSTOMER 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 this 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 CUSTOMER immediately if they become aware that there is an employee or other person at the WORK SITE that the work experience candidate may come into contact with that is listed as a Registered Sex Offender.
- 3.11 WORK SITE and CUSTOMER 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.

4. Term, Termination, Waiver, and Modification

- 4.1 The period of this Agreement is from [START DATE] – [END DATE] (“Term”).
- 4.2 CUSTOMER 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 CUSTOMER's best interest. The WORK SITE may terminate this Agreement for any reason, without penalty, upon 15 days written notice to CUSTOMER.
- 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 CUSTOMER and, if possible, FOUNDATION of any injury and/or Workers' Compensation Claims related to a PARTICIPANT.
- 5.2 WORK SITE shall promptly report to CUSTOMER and, if possible, 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 CUSTOMER and FOUNDATION's written approval prior to PARTICIPANT's use of motor vehicles or heavy equipment.

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 CUSTOMER 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 WORK SITE shall indemnify and hold harmless CUSTOMER, County of Santa Barbara, and the Foundation for California Community Colleges, 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 in the performance of services rendered under this Agreement.
- 6.3 WORK SITE shall be liable for and shall indemnify, defend and hold both CUSTOMER, County of Santa Barbara and the Foundation for California Community Colleges harmless against any costs, expenses, claims, penalties, 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 brought by a PARTICIPANT due to the fault, willful misconduct, or negligence of the WORK SITE.

7. Notices

- 7.1 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:

CUSTOMER:

[INSERT INFORMATION]

WORK SITE:

[INSERT INFORMATION]

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.

CUSTOMER

WORK SITE

By:

By:

Print Name: _____ Print Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

ATTACHMENT A to Work Experience Site Agreement

TRAINING OUTLINE:

Work Site Name: []

Total Weeks / Hours: []

Total hours authorized per week: []

Hourly compensation: \$[]

Work Site contact person & phone number: []

Scheduled date of completion: []

SPECIFICS SKILLS TRAINING OUTLINE:

CORE SKILL COMPETENCIES/INDICATORS: