Career Catalyst
Program Agreement

FOUNDATION *for* CALIFORNIA COMMUNITY COLLEGES

WORK SITE AGREEMENT

Between

[Department of Rehabilitation]

And

[San Leandro School District]

The Agreement below describes the roles and responsibilities of both **[Department of Rehabilitation]** herein after CUSTOMER and **[San Leandro School District]** 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 **[John Smith** (hereafter called "PARTICIPANT") with the opportunity to work in the capacity of **[Student Teacher Aid]**, 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.

1.6.1 If WORK SITE submits a request to offboard a PARTICIPANT, WORK SITE shall notify CUSTOMER 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 CUSTOMER immediately in the event a PARTICIPANT voluntarily quits his or her work experience or is terminated from the worksite. If WORK SITE fails to notify CUSTOMER in accordance with this term, WORK SITE shall be responsible for compensating CUSTOMER 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 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 WORK SITE shall maintain the confidentiality of any information regarding the PARTICIPANT and his/her immediate family, which may be obtained through application forms, interviews, reports, or any other source. Work Site must disclose information and records about Participant or incidents pertaining or relating to Participant to DOR.

1.10 WORK SITE shall immediately notify CUSTOMER and FOUNDATION if a case of COVID-19 is suspected or reported at the WORK SITE, which includes but is not limited to an instance where a PARTICIPANT or WORK SITE staff tests positive for COVID-19, or a third-party that closely interacts with PARTICIPANT or WORK SITE staff tests positive for COVID-19. Participant and Worksite will follow the current Center for Disease Control (CDC) guidelines.

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. 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_200___ hours 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.).

3.3 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.

3.4 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.

3.4.1 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.

3.5 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.

3.6 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.

3.7 WORK SITE and/or the PARTICIPANT shall not be involved in training activities, which assist, promote, or deter union organization.

3.8 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, or any place manufacturing or selling cannabis (CBD/THC) products.

3.9 WORK SITE management shall inform CUSTOMER 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.

3.10 WORK SITE and CUSTOMER agree to the retention of all required records, as per 29 CFR 95.53, for no less than 7 years following the completion of this agreement.

3.11 WORK SITE shall comply with all applicable federal, state, and local orders, advisories, and guidelines on COVID-19 related workplace restrictions and notification obligations, including but not limited to those from the Center for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), the California Division of Occupational Safety and Health of California, local county, or any other applicable government entity.

3.12 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 [October 1, 2021] – [April 31, 2022] ("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 FOUNDATION of any injury and/or Workers' Compensation Claims related to a PARTICIPANT.

5.2 WORK SITE shall promptly report to CUSTOMER 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 CUSTOMER and FOUNDATION's written approval prior to PARTICIPANT's use of motor vehicles or heavy equipment (i.e. forklift, etc). CUSTOMER must also be in compliance with FOUNDATION's driving policy in the event that a PARTICIPANT uses such motor vehicles or heavy equipment during the course of the program.

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 The WORK SITE shall indemnify and hold harmless CUSTOMER 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 CUSTOMER 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. 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:

Department of Rehabilitation
1515 Clay Street Ste. 119
Oakland, CA 94612
510-246-1143

Raquel.ramsey-shelton@dor.ca.gov

WORK SITE:

San Leandro School District
2200 Bancroft Ave.
San Leandro Ca, 94577
510-618-4600
K.Smith@SLSD.org

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:	Raquel Ramsey-SHelton	**Print Name:**	
Title:	SSC	**Title:**	
Date:	**October 1, 2021**	**Date:**	

ATTACHMENT A to Job Site Agreement

TRAINING OUTLINE:

Job Site Name:

Total Weeks / Hours:

Total hours authorized per week:

Hourly compensation:

Job Site contact person & phone number:

Scheduled date of completion:

JOB TITLE AND DETAILED DESCRIPTION: