

EXHIBIT F

SUPERVISORY COMMUNITY COLLEGE AGREEMENT TEMPLATE

SUPERVISORY COMMUNITY COLLEGE AGREEMENT

Between

CALBRIGHT COLLEGE

And

**[INSERT SUPERVISORY
COMMUNITY COLLEGE NAME]**

The Agreement below describes the roles and responsibilities of both **Calbright College** herein after CUSTOMER and **[SUPERVISORY COMMUNITY COLLEGE]** herein after SUPERVISORY COMMUNITY COLLEGE, regarding the CADENCE Career Catalyst Program PARTICIPANTS (“PARTICIPANTS”) named herein. CUSTOMER is the fiscal agent for the Federal CADENCE grant and has contracted with the Foundation for California Community Colleges (“FOUNDATION”) for certain services, as more particularly described in that certain agreement between CUSTOMER and FOUNDATION dated **[insert date]** (“Original Agreement”), attached hereto as Attachment B and incorporated herein by this reference. PARTICIPANTS are employees of the FOUNDATION, and FOUNDATION will act as employer of record for the PARTICIPANT and provide all payrolls and associated costs (i.e., workers’ compensation, taxes, etc.). In accordance with the terms herein, SUPERVISORY COMMUNITY COLLEGE will be responsible for the day to day supervision of the PARTICIPANT during PARTICIPANT’s internship work experience at **[insert name of company]** (“EXTERNAL WORK SITE”). The parties intend for PARTICIPANTS to be physically located at the EXTERNAL WORK SITE when completing the internship experience, in which case CUSTOMER, SUPERVISORY COMMUNITY COLLEGE, and EXTERNAL WORK SITE will also execute an EXTERNAL WORK SITE AGREEMENT in a form substantially similar to that included as Exhibit G to the Original Agreement. However, given COVID-19 and related social distancing guidelines, the parties also acknowledge that PARTICIPANTS may complete their internship experience remotely at the SUPERVISORY COMMUNITY COLLEGE (“Remote Option”), in which case this Agreement alone shall suffice and no EXTERNAL WORK SITE AGREEMENT will be required.

1. SUPERVISORY COMMUNITY COLLEGE Responsibilities

CUSTOMER hereby assigns the following CUSTOMER Responsibilities from the Original Agreement to the SUPERVISORY COMMUNITY COLLEGE.

- 1.1 **[PARTICIPANT names]** (hereafter called “PARTICIPANT”) will be provided with the opportunity to work in the capacity of **[job title]** at EXTERNAL WORK SITE, 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.

SUPERVISORY COMMUNITY COLLEGE, in conjunction with the EXTERNAL 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 SUPERVISORY COMMUNITY COLLEGE 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 SUPERVISORY COMMUNITY COLLEGE shall allow for monitoring visits by representatives of the FOUNDATION and CUSTOMER.
- 1.4 SUPERVISORY COMMUNITY COLLEGE 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 SUPERVISORY COMMUNITY COLLEGE 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 SUPERVISORY COMMUNITY COLLEGE shall ensure PARTICIPANTS receive meal and rest breaks in compliance with both California Law. SUPERVISORY COMMUNITY COLLEGE 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. SUPERVISORY COMMUNITY COLLEGE will be responsible for ensuring that PARTICIPANTS 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 SUPERVISORY COMMUNITY COLLEGE submits a request to offboard a PARTICIPANT, SUPERVISORY COMMUNITY COLLEGE shall notify CUSTOMER at least 7 days in advance of the requested last day of work (includes when PARTICIPANT completes his or her work experience); SUPERVISORY COMMUNITY COLLEGE shall also notify CUSTOMER immediately in the event a PARTICIPANT voluntarily quits his or her work experience. If SUPERVISORY COMMUNITY COLLEGE fails to notify CUSTOMER in accordance with this term, SUPERVISORY COMMUNITY COLLEGE 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 SUPERVISORY COMMUNITY COLLEGE 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 EXTERNAL WORK SITE. Where special clothing or equipment is provided to the EXTERNAL WORK SITE's employees, the same shall be provided to the PARTICIPANT.
- 1.8 SUPERVISORY COMMUNITY COLLEGE shall ensure that the PARTICIPANT is exposed to all the customary practices of the EXTERNAL WORK SITE and the normal

requirements of the job, including the EXTERNAL WORK SITE's personnel practices and policies.

- 1.9 SUPERVISORY COMMUNITY COLLEGE 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.
- 1.10 As soon as reasonably possible, SUPERVISORY COMMUNITY COLLEGE shall notify CUSTOMER and FOUNDATION if a case of COVID-19 is detected at the SUPERVISORY COMMUNITY COLLEGE or EXTERNAL WORK SITE, which includes but is not limited to an instance where a PARTICIPANT or EXTERNAL WORK SITE staff or SUPERVISORY COMMUNITY COLLEGE staff tests positive for COVID-19, or a third-party that closely interacts with PARTICIPANT or SUPERVISORY COMMUNITY COLLEGE or EXTERNAL WORK SITE staff tests positive for COVID-19; provided, however, that if PARTICIPANT is solely utilizing the Remote Option, then no notice regarding COVID-19 outbreaks at EXTERNAL WORK SITE shall be required.
- 1.11 SUPERVISORY COMMUNITY COLLEGE agrees to cooperate and take such further actions as may be requested by CUSTOMER for CUSTOMER's compliance with the Original Agreement.

2. CUSTOMER Responsibilities

- 2.1 CUSTOMER, or its consultant ScopeWave LLC will conduct web conferences with SUPERVISORY COMMUNITY COLLEGE and/or EXTERNAL WORK SITE intermittently, but at least on a monthly basis, for the purpose of monitoring this Agreement and reviewing PARTICIPANT progress. The parties expressly acknowledge that CUSTOMER has contracted with ScopeWave LLC for assistance with this responsibility.
- 2.2 PARTICIPANT will submit time sheets electronically if possible; otherwise, CUSTOMER will visit SUPERVISORY COMMUNITY COLLEGE to collect timesheets and submit for payroll processing or submit electronically as a preferred process.
- 2.3 CUSTOMER, or its consultants, 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 EXTERNAL WORK SITE.
- 3.2 SUPERVISORY COMMUNITY COLLEGE 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, SUPERVISORY COMMUNITY COLLEGE will be responsible for payment of overtime to the PARTICIPANT. SUPERVISORY COMMUNITY COLLEGE will ensure that no PARTICIPANT exceeds the maximum hours set forth in the Original Agreement, if any.
- 3.3 SUPERVISORY COMMUNITY COLLEGE 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** SUPERVISORY COMMUNITY COLLEGE 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. SUPERVISORY COMMUNITY COLLEGE agrees to provide PARTICIPANTS with new-hire safety orientation and regular safety training and meetings in accordance with Cal-OSHA for the SUPERVISORY COMMUNITY COLLEGE’s industry.
- 3.4** SUPERVISORY COMMUNITY COLLEGE 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** SUPERVISORY COMMUNITY COLLEGE 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 SUPERVISORY COMMUNITY COLLEGE shall ensure the individual receives proper training for selling, pouring, distributing alcohol and tobacco products. Violation of this policy will result in termination of this Agreement.
- 3.6** SUPERVISORY COMMUNITY COLLEGE 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 SUPERVISORY COMMUNITY COLLEGE’s current or laid-off employees.
- 3.7** SUPERVISORY COMMUNITY COLLEGE 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.
- 3.9** SUPERVISORY COMMUNITY COLLEGE management shall inform CUSTOMER immediately if they become aware that there is an employee or other person at the SUPERVISORY COMMUNITY COLLEGE or EXTERNAL WORK SITE that PARTICIPANT may come into contact with that is listed as a Registered Sex Offender.
- 3.10** SUPERVISORY COMMUNITY COLLEGE 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.
- 3.11** SUPERVISORY COMMUNITY COLLEGE 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.

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 EXTERNAL WORK SITE if determined to be in the PARTICIPANT’s or CUSTOMER’s best interest. The SUPERVISORY COMMUNITY COLLEGE 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 SUPERVISORY COMMUNITY COLLEGE shall immediately notify CUSTOMER and FOUNDATION of any injury and/or Workers’ Compensation Claims related to a PARTICIPANT.
- 5.2 SUPERVISORY COMMUNITY COLLEGE 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 SUPERVISORY COMMUNITY COLLEGE must secure CUSTOMER and FOUNDATION’s written approval prior to PARTICIPANT’s use of motor vehicles or heavy equipment. 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 SUPERVISORY COMMUNITY COLLEGE 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 SUPERVISORY COMMUNITY COLLEGE’s employees only (not PARTICIPANTS).
- 6.2 SUPERVISORY COMMUNITY COLLEGE 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 in the performance of services rendered under this Agreement.

6.3 SUPERVISORY COMMUNITY COLLEGE shall be liable for and shall indemnify, defend and hold both CUSTOMER and the 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 SUPERVISORY COMMUNITY COLLEGE.

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]

SUPERVISORY COMMUNITY COLLEGE:

[INSERT INFORMATION]

FOUNDATION

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

8. Miscellaneous

8.1 The Original Agreement, including but not limited to the General Terms and Federal Contracting Terms set forth therein, are expressly incorporated by into this Agreement through this reference.

8.2 The parties hereto acknowledge that any substantive revisions to this Agreement must be approved by the FOUNDATION prior to the CUSTOMER's execution.

[Signatures on next page.]

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

SUPERVISORY COMMUNITY COLLEGE

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A
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: []

SPECIFICS SKILLS TRAINING OUTLINE

[To be inserted.]

CORE SKILL COMPETENCIES/INDICATORS

[To be inserted.]

JOB TITLE AND DETAILED DESCRIPTION

[To be inserted.]

ATTACHMENT B
ORIGINAL AGREEMENT

[Insert Calbright/Foundation Agreement]