



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

CAREER CATALYST PROGRAM AGREEMENT

between

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

and

CHABOT LAS POSITAS COMMUNITY COLLEGE DISTRICT/LAS POSITAS COLLEGE

Agreement No. CP-094-16

1. Background

Foundation for California Community Colleges, in an effort to support the Career Catalyst program, which provides life-shaping career opportunities for individuals and recruitment solutions for employers by pairing qualified individuals with organizations for work and job training, shall provide services to Chabot Las Positas Community College District, a California Community College District on behalf of Las Positas College.

2. Definitions

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 Chabot Las Positas Community College District/Las Positas College is referred to as “CUSTOMER”. The term “PARTICIPANT” shall refer to the individual participating in the Career Catalyst program. And the term “JOB SITE” shall refer to the agency or business where the PARTICIPANT will be placed, where PARTICIPANT will perform his/her job duties.

3. Services

FOUNDATION shall provide to CUSTOMER the services as set forth in the Scope of Work document attached hereto as Exhibit A and herein incorporated by reference (the “Services”). CUSTOMER agrees to work closely with FOUNDATION staff and its partners in the performance of Services and shall be available to FOUNDATION’s staff and partners at all reasonable times. In providing such services to CUSTOMER, FOUNDATION is not exercising any control over the wages, hours, or working conditions of any PARTICIPANT. CUSTOMER agrees and represents that FOUNDATION and CUSTOMER are not acting as a joint employer with respect to the PARTICIPANTS who FOUNDATION may employ during the period of this Agreement.

4. Customer Assurances

- 4.1 Provide PARTICIPANT with supervision, training and work assignments in accordance with the JOB SITE request and job description.

- 4.2 Comply with the requirements of the Fair Labor Standards Act, the California Labor Code, the California Industrial Wage Orders, and all other federal, state, and local laws and regulations governing the employment of PARTICIPANT.
- 4.3 Promptly notify FOUNDATION of any injury and/or Workman's' Compensation Claims related to a program PARTICIPANT.
- 4.4 Promptly report to 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 at or by either JOB SITE or PARTICIPANT.
- 4.5 Certify that PARTICIPANT shall not operate any motor vehicle at any time as part of his/her work/training activities.
- 4.6 Certify that JOB SITE shall provide a drug-free workplace, required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).
- 4.7 Allow for monitoring visits by representatives of the FOUNDATION.
- 4.8 Secure and maintain valid workers' compensation coverage as required by California Labor Code section 3700.
- 4.9 FOUNDATION and CUSTOMER are not acting as a joint employer with respect to the PARTICIPANTS whom CUSTOMER may employ during the period of this Agreement.
- 4.10 CUSTOMER 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 any and all wage and hour violations, breach of any labor and employment laws, and worker's compensation claims brought by a PARTICIPANT. CUSTOMER further agrees to indemnify and hold FOUNDATION harmless from the cost of defending and, in the event of a loss, the damages incurred in a lawsuit by a PARTICIPANT.

5. **Term, Termination**

- 5.1 **Term** The period of this Agreement is from June 6, 2016 to June 6, 2017 ("Term"), or until all funds due to FOUNDATION under this agreement have been paid and all terms and conditions have been satisfied.
- 5.2 **Termination for Convenience** Either party shall have the right to terminate this agreement for any reason or no reason, without penalty, at any time by providing the other party with written notice of termination at least thirty (30) calendar days in advance.
- 5.3 **Termination for Cause** Either party shall have the right to terminate this agreement, without penalty, within a reasonable time period should the other party be found to be in material breach of this agreement and fails to cure such breach within thirty (30) days after written notice of the same is sent to the other party or within any other time period agreed upon in writing by the parties.
- 5.4 **Procedures at Termination** Either party must cease or reduce work immediately upon receiving the notice of termination or as required by the written notice and take all steps possible to mitigate losses. CUSTOMER shall be liable to FOUNDATION for all wages and costs authorized under this agreement

up until the effective date of termination and shall make payment to FOUNDATION upon receipt of a final invoice.

6. Compensation

The total fee to be paid to FOUNDATION by CUSTOMER for the Services shall not exceed \$73,000.00, including all applicable taxes. Budget detail and payment provisions are as set forth in the Budget Detail and Invoicing document attached hereto as Exhibit B and herein incorporated by reference (“Budget Detail and Invoicing”).

7. Indemnification and Insurance

7.1 Indemnification. FOUNDATION shall be liable for and shall indemnify and hold CUSTOMER 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 or violation of this Agreement by FOUNDATION. CUSTOMER 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 any and all wage and hour violations and worker’s compensation claims brought by individuals who are employed by CUSTOMER, the fault or negligence of CUSTOMER, its officers, employees, agents, and representatives or violation of this Agreement by the CUSTOMER. CUSTOMER further agrees to indemnify and hold FOUNDATION harmless from the cost of defending and, in the event of a loss, the damages incurred in a lawsuit by an employee of CUSTOMER. By virtue of this Agreement, FOUNDATION and CUSTOMER agree and represent that they intend to avoid a joint employment relationship.

7.2 Insurance. CUSTOMER, at CUSTOMER’s sole cost and expense, will obtain, keep in force, and maintain insurance as listed below. Coverages required will not limit any liability of CUSTOMER and will include:

- Commercial General Liability Insurance with a combined single limit of no less than \$1 million per occurrence. This policy shall name FOUNDATION, its directors, officers, and employees as Additional Insureds;
- Employment Practices Liability Insurance covering liability arising from any error, omission, negligent or wrongful act of the CUSTOMER, its officers or employees with limits of not less than \$1 million per occurrence and \$2 million aggregate; and
- Workers’ Compensation Insurance as required under the Workers’ Compensation and Safety Act of the State of California, as amended from time to time.

Insurances required by this Agreement shall contain a thirty (30) day notice of cancellation provision. CUSTOMER shall transmit all certificates of insurance, including the additional insured endorsement, to the FOUNDATION, within 15 days of CUSTOMER’s execution of this Agreement. All insurance required to be carried by CUSTOMER and/or Indemnitor shall be primary, and not contributory, to any insurance carried by FOUNDATION. Any failure of FOUNDATION to require Certificates of Insurance and Additional Insured endorsements shall not operate as a waiver of these requirements.

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:

FOUNDATION:

REPRESENTATIVE/PROGRAM MANAGER (All Programmatic Issues):

Tim Aldinger
Director, Workforce Development
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
916-491-4499
taldinger@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

CUSTOMER:

Vicki Shipman
CTE Project Manager
Chabot Las Positas Community College District
3000 Campus Hill Drive
925-455-1355
VShipman@laspositascollege.edu

9. General Provisions

- 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. CUSTOMER 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. CUSTOMER shall comply with Executive Order 12549, Debarment and Suspension. CUSTOMER represents and warrants that CUSTOMER 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 resolved in a state or federal court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California.
- 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. CUSTOMER shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in CUSTOMER's assigned duties and for the benefit of FOUNDATION, any of FOUNDATION's Confidential Information, either during or after CUSTOMER'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 CUSTOMER, 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 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.

SIGNATURE PAGE TO FOLLOW

THE PARTIES HEREBY EXECUTE THIS AGREEMENT with their signature below.

CUSTOMER

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: _____

By: _____

Print Name: Lorenzo Legaspi

Print Name: Tim Aldinger

Title: Vice Chancellor, Business Services

Title: Director, Workforce Development

Date: _____

Date: _____

CUSTOMER – second signature, if required

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES – second signature,
if required**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



FOUNDATION *for* CALIFORNIA
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EXHIBIT A
SCOPE OF WORK

1. Services provided by Foundation

- A. Manage and Coordinate the Recruitment Function for the Program
 - i. Student Job/Internship Posting Assistance
 - a. Train Employers and School Partners on how to use our matching platform, LaunchPath
 - b. Custom targeted recruitment as needed
 - ii. Coordinate and manage Pre-Employment Testing
 - a. Drug testing (5-panel) and/or Tuberculosis Testing
 - b. Pre-employment background investigation
 - c. LiveScan (FBI and DOJ)
- B. On-Boarding Assistance
 - i. Assist with the coordination and delivery of virtual orientation sessions or provide on-site orientation sessions lead by FOUNDATION staff member
 - ii. Serve as single point of contact for new hire paperwork
 - iii. Provide streamlined and electronic tools/systems for recruitment/hiring (employment forms, orientation presentation, etc.)
 - iv. Maintain personnel records
- C. Employee Relation Issues
 - i. Respond to all day-to-day employee relations issues and student/supervisor inquiries regarding Policies and Procedures and eligibility requirements
 - ii. Provide coaching, guidance, and legal assistance with employee relations issues with supervisors/contract manager(s), Workforce Development, Legal, and HR Staff
 - iii. Initiate communication with intern/student to address and resolve issue
- D. Payroll Services
 - i. Responsible for management and maintenance of the HRIS system and processing new hires, salary increases, promotions, transfers and terminations for the Student Assistant/Internship Program
 - ii. Generate and provide student Hours Worked Report per payroll cycle to assist with tracking hours for salary increases (if applicable)
 - iii. On-line Payroll system, training for students, supervisors, and contract manager(s)
 - iv. On-line Payroll system trouble shooting and maintenance
 - v. Tax documentation and information
- E. Leave Management
 - i. Serve as single point of contact for administrative and medical leaves of absence
 - ii. Generate paperwork, track time out of the office, facilitate/manage communication between the individual and supervisor
 - iii. Serve as the liaison between individual and EDD for SDI and PFL insurance/payments
- F. Worker's Compensation Claims
 - i. Serve as single point of contact for workers compensation claims

- ii. Generate paperwork, track time out of the office, facilitate communication between the individual and supervisor
 - iii. Serve as the liaison between individual and insurance carrier for workers compensation insurance/payments
- G. Unemployment
- i. Serve as single point of contact for unemployment claims
 - ii. Generate paperwork
 - iii. Serve as the liaison between individual and EDD for unemployment payments

2. Foundation Representatives

Human Resources Inquiries:

Shannon Wells
Capital Region Pathways Specialist
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
Phone: 916-325-8575
Fax: 916-325-0844
swells@foundationccc.org

Payroll Inquiries:

Diana Littlejohn
Payroll Specialist
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
Phone: 916-325-8573
Fax: 916-325-0844
dlittlejohn@foundationccc.org

3. Duties of the PARTICIPANT(S)

The PARTICIPANT(S) shall perform the following duties:

Engineering Technology and Computer Sciences projects as assigned



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EXHIBIT B
BUDGET DETAIL AND INVOICING

1. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the invoices, CUSTOMER agrees to compensate FOUNDATION for actual expenditures incurred in accordance with the rates specified herein.

B. Itemized invoices shall be submitted via email on a bi-weekly basis to:

Vicki Shipman
vshipman@laspositascolleg.edu
3000 Campus Hill Drive
Livermore, CA 94551

C. Each invoice submitted to CUSTOMER must include the following information:

i. PO Number on Invoice

2. Billing Rate

CUSTOMER will be invoiced biweekly and will pay FOUNDATION based upon a specified billing rate, which is composed of the following:

- A. Hourly pay rate of \$12.50;
- B. Employer payroll taxes estimated at 12% to 15% of the hourly pay rate. Actual percentage for employer payroll taxes may vary based on assigned workers compensation codes;
- C. The cost of any legally required health or retirement benefits; and
- D. Indirect/administrative fee of 15% of the hourly rate, plus payroll taxes, to cover administrative work associated with facilitating the program.