AGENDA
ITEM

9

CALEXICO California

WHERE CALIFORNIA AND MEXICO MEET

AGENDA ITEM 9

CITY COUNCIL
AGENDA STAFF REPORT

DATE: September 2, 2026

TO: Mayor and City Council

APPROVED BY: Benjamin Martines, City Manager

PREPARED BY: Norma Gerardo, Recreation Manager

DocuSigned by: Norma Gerardo 3E9175002C5040B...

SUBJECT: Authorize the City Manager or his Designee to Sign Work Site Agreement with the Department of Rehabilitation to Place Career Catalyst Program Participants in City Departments for the Period of September 2, 2026 to September 30, 2028.

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Recommendation:

Authorize the City Manager or his Designee to Sign Work Site Agreement with the Department of Rehabilitation to Place Career Catalyst Program Participants in City Departments for the Period of September 2, 2026 to September 30, 2028.

Background:

The California State Department of Rehabilitation is seeking to place Career Catalyst Program Participants at various City Departments. This initiative aims to provide individuals with valuable job skills, prospective career exposure, and preparation for future employment opportunities.

City Departments will provide participants with the opportunity to enhance their long-term employability skills through work exposure and will provide entry level work readiness skills for future employment opportunities. Moreover, participants will be supervised at all times by city staff and will not be replacing existing staff.

Payment and associated costs such as workers' compensation, taxes, etcetera, will be provided to participant by the Foundation for California Community Colleges, which acts as the employer of record.

Discussion & Analysis:

The City of Calexico has a long history of partnering with various agencies to provide work-readiness opportunities. Participants are exposed to career exploration and acquire work skills that may later open future employment opportunities.

City Staff recommends that the City Council of the City of Calexico authorizes the City Manager or his designee to sign work site agreement with the Department of Rehabilitation to place Career Catalyst program participants in City Departments for the period of September 2, 2026 to September 30, 2028.

Fiscal Impact:

None.

Coordinated With:

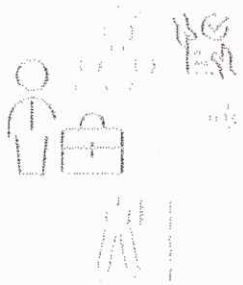
None.

Attachment(s):

Attachment A. Worksite Agreement.

ATTACHMENT A

Career
Catalyst
Brought to you by the
Foundation for California Community Colleges



Career Catalyst Worksite Agreement

This Career Catalyst Worksite Agreement ("Agreement") is entered into between California Department of Rehabilitation, a California State Agency ("Customer"),

City of Calexico, a

("Worksite"), and Foundation for California Community Colleges, a California non-profit 501(c)(3) corporation, ("FoundationCCC"), collectively ("Parties"), and describes the roles and responsibilities of the Parties in relation to the placement of Career Catalyst Program Participants ("Participant(s)") at Worksite, in accordance with the Career Catalyst Program Agreement entered into between Customer and FoundationCCC.

Contract Summary

Term of Agreement:	October 1st, 2025 through Spetember 30th, 2028
Program:	Student Work Experience Program (SWEX)
Funding Type: (*Check any that apply*)	Federal: X WIOA: _____ State: _____ Other (please name): _____ *If federal or state, what is the funding source?:*

By signing this Agreement, the Parties acknowledge their acceptance of all the terms and conditions in this Agreement, including any attachments.*

THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

CUSTOMER

By:_____

Print Name:_____

Title:_____

Date:_____

WORKSITE

By:_____

Print Name:_____

Title:_____

Date:_____

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

By:_____

Print Name: Leti Shafer

Title: Manager, Strategic Implementation

Date: 09/05/2025

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

1. BACKGROUND

The Career Catalyst program is FoundationCCC's employer of record service. Established in 1998, this workforce development program provides comprehensive HR, payroll, and administrative support for work-based learning programs. This allows partner organizations to focus on creating meaningful opportunities for those they seek to serve.

2. DEFINITIONS

The following capitalized terms when used in this Agreement are defined as follows:

"Participant" shall refer to the individual participating in the Career Catalyst program who is performing work under the direction and control of the Worksite. Participants are considered part-time, temporary (less than 1,000 hours per fiscal year), non-benefit eligible employees of FoundationCCC.

"Start Date" shall refer to the Participants first day of performing any work at the Worksite.

"Worksite" shall refer to the agency, business, or workplace where the Participant will be placed and perform their job duties.

"Worksite Agreement" shall refer to this Agreement entered into between Customer, Worksite, and FoundationCCC, which sets forth the roles and responsibilities of Customer, Worksite, and FoundationCCC in relation to participation in the Career Catalyst program.

3. CUSTOMER RESPONSIBILITIES

A. **Case Management.** Customer shall provide case management services for the Participants, including managing all employment paperwork and onboarding of Participant.

B. **Timesheets.** Customer shall ensure Worksite submits Participant time sheets, including reporting daily tips (*if applicable*), electronically using FoundationCCC's HRIS platform. Otherwise, Customer will visit the Worksite to collect timesheets and submit to FoundationCCC for payroll processing.

C. **Site Visits.** Customer shall visit Worksite intermittently, at least on a monthly basis, for the purpose of monitoring compliance with this agreement and reviewing Participant progress.

D. **Requesting Pre-employment Screening.** Customer shall submit to FoundationCCC a pre-employment screening request, subject to the requirements in Worksite Responsibilities, Section 4(C) ("Requesting Pre-Employment Screening).

4. WORKSITE RESPONSIBILITIES

A. **Job Assignment.** Worksite agrees to provide all Participant(s), as referenced in Attachment A, with the opportunity to work in the capacity of the job titles(s), as referenced in Attachment A, which will enhance long term employability skills through work exposure (career exploration) and to gain entry level work readiness skills (work maturity) for future employment opportunities. Worksite 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). Worksite shall complete and submit to FoundationCCC and Customer a separate Attachment A for each Participant prior to each Participant beginning their work experience.

B. **Onboarding Documentation.** Worksite shall ensure Participants complete all legally required documentation and provide valid documentation to Customer prior to Participant

beginning their paid work experience at the Worksite. This includes, without limitation, ensuring Participant completes Form I-9 within three business days of Participant's Start Date. If the Form I-9 is not completed on time, Worksite shall ensure Participant is prohibited from working and understands that Participant may be subject to immediate termination by FoundationCCC.

C. **Requesting Pre-Employment Screening.** If Worksite requires a pre-employment screening for a Participant, including a criminal background check and drug screen, Worksite must inform Customer prior to onboarding and provide any Worksite specific criteria that should be used in the consideration process (e.g., disqualifying criteria). Customer must submit the pre-employment screening request to FoundationCCC prior to onboarding. FoundationCCC, as the employer-of-record, shall conduct pre-employment screening for Participants and cannot accept pre-employment screening records from Worksite in lieu of conducting its own pre-employment screening. For the avoidance of doubt, Participants shall only be subject to pre-employment screening when Worksite employees are also subject to pre-employment screening for the same or similar positions.

D. **Minimum Wage Notification.** Worksite shall be responsible for notifying FoundationCCC if any Participant position is or becomes subject to any local, state, or federal minimum or prevailing wage requirements, or subject to the terms of a collective bargaining agreement.

E. **Participant Supervision.** Worksite shall be responsible for the day-to-day control and supervision of Participant, including providing training and work assignments in accordance with the Participant's job description, as referenced in Attachment A. Worksite shall ensure Participants are not entrusted with the care of unattended premises, or unsupervised custody or control of cash, credit cards, valuables or other similar property, unless approved in advance in writing by FoundationCCC.

F. **Workplace Safety and Training.** As Worksite controls the facilities in which Participants work, Worksite shall be responsible for providing guidance and training to each Participant on all of the following Worksite programs:

   i. Injury and Illness Prevention Program, in accordance with Title 8 of California Code of Regulations.
   ii. Heat and Illness Prevention Program, in accordance with California Code of Regulations section 3395, if applicable.
   iii. Worker Protection from Wildfire Smoke Program, in accordance with California Code of Regulations section 5141.1, if applicable.
   iv. Workplace Violence Prevention Program, in accordance with Labor Code section 6401.9.

   If required by law for Worksite's employees, Worksite shall similarly document Participant's training completion of the above programs and provide copies to FoundationCCC upon request. Worksite shall cooperate with FoundationCCC's reasonable requests for Worksite's participation in any post incident or related investigation, including, without limitation, providing all relevant documentation necessary to fulfill FoundationCCC's obligations under local, state, or federal law.

   Worksite shall provide the Participant with supervision, safety instructions, safety related equipment, and personal protective equipment (PPE) that is required by law and/or is reasonable to protect against injury and/or illness while working at the Worksite. Worksite shall provide the Participant training on the specifications and maintenance of safety related equipment and/or PPE prior to Participant's use. Where special clothing, training, or PPE is

provided to the Worksite's employees, the same shall be provided to the Participant. If Worksite uses or stores hazardous chemicals to which Participants may be exposed, Worksite shall ensure it maintains Safety Data Sheets (SDS) and provides information and training to Participants about hazardous chemicals by means of a hazard communication program, in accordance with California Code of Regulations section 5194 and Code of Federal Regulations section 1910.1200.

G. **1,000-Hour Limitation.** FoundationCCC cannot employ a Participant for more than 1,000-hours per fiscal year (July – June). Worksite shall ensure that no Participant exceeds this 1,000-hour per fiscal year limitation, unless properly classified as a Student Assistant under California law and subject to Customer and FoundationCCC's prior approval.

   i. Incumbent Workers. If a Participant performs work at a Worksite outside of their Career Catalyst employment, Worksite shall notify Customer and FoundationCCC in advance of onboarding. In such instances, Participant may be limited to working less hours during their Career Catalyst employment to ensure compliance with applicable law.

H. **Timekeeping and Meal & Rest Break Compliance.** Worksite shall be responsible for accurately tracking and verifying Participant time records for hours worked on a bi-weekly basis and ensuring Participants enter and approve accurate timesheets, including logging daily tips (*if applicable*), on FoundationCCC's HRIS platform. Worksite shall ensure Participants receive meal and rest breaks in compliance with California law. The time record shall include all of Participant's start and end times, as well as meal periods and rest breaks.

   i. Overtime. Worksite shall ensure Participants do not work more than 8 hours per day or 40 hours per week. If Participants work more than 8 hours per day or 40 hours per week, Worksite is responsible for compensating Customer for payment of overtime to Participants. However, under no circumstances shall Worksite permit Participants under the age of 18 to work overtime.

I. **Notification of Incidents and Complaints.** Worksite shall immediately notify Customer and FoundationCCC of the following: (1) any injury and/or Workers' Compensation claims related to a Participant; and (2) all formal and informal complaints, allegations, accidents, or incidents relating to any Participant or workplace safety violation of which Worksite becomes aware, regardless of the source, including but not limited to, allegations of sexual harassment, discrimination, violations of law, threats or acts of violence, or violation of Worksite policy. Worksite shall cooperate with FoundationCCC's reasonable requests for participation in any post-incident investigation, including but not limited to providing all relevant information and documentation requested.

J. **Prohibition on Motor Vehicles, Heavy Equipment, and Power Tool.** Worksite agrees and shall ensure that Participants are prohibited from operating any motor vehicle, heavy equipment, or power tools without Customer and FoundationCCC's prior written approval. If FoundationCCC approves the use of motor vehicles or heavy equipment, Worksite must complete and sign FoundationCCC's applicable policies (e.g., Driving Standard), as directed by FoundationCCC. If FoundationCCC approves the use of heavy equipment or power tools, Worksite shall ensure Participant receives and completes all necessary training, certification, and safety instruction (including instruction on proper use of Personal Protective Equipment (PPE)) required under applicable California law and regulation, which includes without limitation compliance with all applicable Department of Industrial Relations and Cal-OSHA Safety Orders.

K. **Compliance with Local, State, and Federal Law.** Worksite represents, warrants, and agrees that it shall comply with all local, state, and federal laws and regulations. This includes, but is not limited to the following:

i. Worksite certifies that Customer and Worksite provide a drug-free workplace, required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).
ii. Worksite shall comply with all applicable state, federal, and local laws and regulations relating a safe and accessible work environment, including but not limited to federal and California Occupational Safety and Health Administration ("OSHA" and "CalOSHA") laws and regulations, including the recording of workplace injuries on Worksite's OSHA 300 logs, and any other regulation, order, or guidelines from the California Department of Public Health, local county, or any other government entity with jurisdiction over the Customer or Worksite.
iii. Worksite and Customer shall comply with the requirements of the Fair Labor Standards Act, the California Labor Code, the California Industrial Wage Orders, Title VII of the Civil Rights Act of 1964, the Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, Workforce Innovation and Opportunity Act ("WIOA"), and all other local, state, and federal laws regulations governing the hiring or employment of Participant.

L. **Site Visits.** Worksite shall allow for monitoring visits by representatives of Customer and FoundationCCC.

M. **Participant Offboarding.** Prior to initiating an offboarding of a Participant and to ensure FoundationCCC can provide timely payment of Participant's final wages under the Labor Code, Worksite shall submit to Customer and FoundationCCC a written offboarding request as follows:

i. Worksite shall submit an offboarding request at least 4 business days in advance of Participant's requested last day of work, which includes when a Participant completes their work experience.
ii. Worksite shall notify Customer and FoundationCCC immediately in writing if a Participant voluntarily quits their work experience.

If Worksite fails to notify Customer and FoundationCCC in accordance with the above timeline, Worksite shall be responsible for compensating Customer for payments made to Participants for the costs of waiting time penalties, per Labor Code section 203.

N. **Alcohol and Tobacco Products**. Worksite shall ensure that Participants under the age of 21 will not have access to, distribute, sell, or serve alcohol or tobacco products. For Participants over the age of 21, Worksite shall ensure the individual receives proper training for selling, pouring, and distributing alcohol and tobacco products. Violation of this clause will result in termination of this Agreement.

O. **Sex Offender Notice.** Worksite shall inform Customer and FoundationCCC immediately if they *become aware* that there is an employee or other person at the Worksite that Participant may come into contact with that is listed as a Registered Sex Offender.

P. **Tip Payments.** If Participants are working in a tip eligible position, Worksite is solely responsible for paying all daily tips directly to Participants at the time they are received. FoundationCCC assumes no responsibility for Worksite's noncompliance with this clause.

Q. **Remote Work.** If Participants will be working remotely (fully remote or hybrid), Worksite shall abide by and sign FoundationCCC's Career Catalyst Telework Policy. Worksite understands and agrees that Participants working remotely are entitled to be paid the local minimum wage applicable to the locality where they are performing work (e.g., their home address). If Participants are working in a hybrid role, Worksite understands and agrees that FoundationCCC will apply the higher rate between the local minimum wage applicable to the Worksite location and the locality where the Participant is performing remote work.

5. FOUNDATIONCCC RESPONSIBILITIES

FoundationCCC shall serve as the employer-of-record for Participants and shall provide all services as outlined in the Career Catalyst Program Agreement entered into between Customer and FoundationCCC. As it relates to this Worksite Agreement, FoundationCCC shall be responsible for the following:

A. **Payroll.** FoundationCCC shall be responsible for payment of wages to Participants for all hours reported on Participant's timesheet at the time of payroll processing.

   i. Tax Withholding on Tips. If a Participant works in a tip eligible position, FoundationCCC shall be responsible for withholding and paying appropriate taxes on all daily tips reported by Participant on FoundationCCC's HRIS platform. Worksite is responsible for paying daily tips directly to Participant, and FoundationCCC assumes no responsibility for doing so.

B. **Workers' Compensation.** FoundationCCC shall provide workers' compensation coverage for Participants.

C. **Pre-Employment Screening.** If a pre-employment screening is required for the position or requested by Worksite, including a criminal background check and drug screen, FoundationCCC shall conduct the screening. In such instances, Customer must submit a pre-employment screening request to FoundationCCC prior to onboarding. For the avoidance of doubt, Participants shall only be subject to pre-employment screening when Worksite employees are also subject to pre-employment screening for the same or similar positions. FoundationCCC cannot accept pre-employment screening records from Customer or Worksite in lieu of conducting its own pre-employment screening.

6. TERM AND TERMINATION

A. **Term.** This Term of this Agreement is from October 1st, 2025 through September 30th, 2028 ("Term"), in alignment with the Career Catalyst Program Agreement entered into between Customer and FoundationCCC. However, this Term in no way alters the employment term specified in each Participant's Attachment A.

B. **Termination for Convenience.** Customer or FoundationCCC may, in their sole discretion, immediately terminate this Agreement for any reason, without penalty, and require removal of the Participant from the Worksite if determined to be in the Participant's or Customer's best interest. Worksite may terminate this Agreement for any reason, without penalty, upon 15 days written notice to Customer.

C. **Procedures at Termination.** Worksite 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.

7. INSURANCE AND INDEMNIFICATION

A. **Insurance.** Worksite shall maintain insurance as listed below. Coverages required will not limit any liability of Worksite and will include all of the following:

i. Commercial General Liability Insurance with a combined single limit of no less than $1 million per occurrence. This policy shall name FoundationCCC, its directors, officers, and employees as Additional Insureds.

ii. Workers' Compensation Insurance, for Worksite's employees only (not Participants), as required under the Workers' Compensation and Safety Act of the State of California.

B. **Mutual Indemnification.**

i. To the extent permitted by law, FoundationCCC shall be liable for and shall indemnify, defend, and hold Worksite harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of FoundationCCC, its officers, employees (excluding Participants), agents, subcontractors and representatives, in performance of the Services under this Agreement.

ii. To the extent permitted by law, Worksite shall be liable for and shall indemnify, defend, and hold FoundationCCC, its directors, officers, employees, and agents ("FoundationCCC Indemnitees") harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of Worksite, their officers, employees, agents, subcontractors and representatives, or by Worksite's breach of this Agreement. Worksite further agrees, notwithstanding any indemnification obligation under subsection (i) above, to defend, indemnify and hold FoundationCCC Indemnitees harmless against any and all claims, loses, and liabilities that arise from (1) the acts or omissions of Participants taken at Worksite's direction or Worksite's failure to supervise any Participant in accordance with its obligations under this Agreement, and (2) use of any motor vehicle, regardless of ownership, by any Participant.

8. NOTICES

All notices and other communications required or permitted to be given under this Agreement shall be given in writing and shall be deemed given when emailed or actually delivered physically to the addresses specified below:

PARTY	CONTACT
Worksite Physical Address – please include the suite number if applicable _____	**(Please provide 2 contacts):** Name: _____ Title: _____ Phone: _____ Email: _____ Name: _____ Title: _____ Phone: _____ Email: _____
Customer _____	**(Please provide 2 contacts):** Name: _____ Title: _____ Phone: _____ Email: _____ Name: _____ Title: _____ Phone: _____ Email: _____
FoundationCCC 1102 Q Street Suite, 4800 Sacramento, CA 95811	**Program and Contract Notices** Workforce Development 916-498-6723 careercatalyst@foundationccc.org

9. GENERAL TERMS AND CONDITIONS

A. 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.

B. 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.

C. Debarment and/or Suspension. Worksite shall comply with Executive Order 12549, Debarment and Suspension. Worksite represents and warrants that Worksite 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.

D. 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 FoundationCCC and shall not be of any effect or in any way binding upon FoundationCCC. 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.

E. 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.

F. Governing Law; 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. The prevailing party in any action relating to breach or enforcement of this Agreement shall be entitled to their reasonable attorneys' fees and costs

G. 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.

H. 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.

I. **Confidentiality.** Worksite shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in Worksite's assigned duties and for the benefit of FoundationCCC, any of FoundationCCC's or Participant's Confidential Information, either during or after Worksite's relationship with FoundationCCC, including without limitation information about Participants that may be obtained through application forms, interviews, reports, or any other source. Subject to applicable local, state, and federal 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 FoundationCCC is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of FoundationCCC, whether or not such information is identified as Confidential Information by FoundationCCC. This paragraph shall survive the expiration or early termination of this Agreement.

J. **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.

K. **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.

L. **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.

M. **Non-waiver.** The failure of either FoundationCCC 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 FoundationCCC must be in writing.

N. **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.

   i. Finding of Joint Employment. In the event there is a finding by an applicable court of law that a joint-employment relationship exists between FoundationCCC and Worksite, both parties agree that they shall work collaboratively to ensure compliance with all 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.

O. **Force Majeure.** FoundationCCC 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,

pandemic, quarantine, global or local health emergencies, or any similar cause beyond the reasonable control of FoundationCCC.

P. **Waiver and Modifications.** 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.

Q. **Retention of all Required Records.** Worksite 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.

ATTACHMENT A TO WORKSITE AGREEMENT

Participant Form Addendum

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

Employer Name & Address: Foundation for California Community Colleges
1102 Q Street, Suite 4800, Sacramento, CA 95811

Worksite: _____ **Worksite Department:** _____

Worksite Address at which Participant will be placed (include suite number):

_____

Customer: _____ Date: _____

Program Name: _____

Participant Name: _____

Position Title/Classification: _____

Worksite Supervisor Name: _____

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

Participant's Term of Employment: _____ to _____

Rate of compensation: $ _____ per hour

Work Hours: The Participants working hours during the Term of employment shall not exceed:
Maximum hours per week: _____ Maximum total hours for the Term of employment: _____

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

If a detailed job description and title is not attached, please complete the questions below. If this is attached, you do not need to complete these questions.

Job Duties and Qualifications:

Purpose/Role of Position:

Duties/Responsibilities & Relationship to Position:

General Qualifications:

Specific Qualifications:

ATTACHMENT B – SPECIAL TERMS & CONDITIONS

[Placeholder for Special Terms & Conditions (e.g., funder requirements, etc.)]

[If WIOA funded, include the following terms and conditions:

"WIOA Terms and Conditions

1. Worksite shall comply with the requirements of the Workforce Innovation and Opportunity Act ("WIOA"). If the regulations promulgated pursuant to WIOA are amended or revised, Worksite shall comply with them or will notify Customer in writing within 30 days after promulgation of the amendments or revision that it cannot so conform.

2. Participant shall not be employed in the construction, operation, or maintenance of any facility that is used or to be used for sectarian instruction, or as a place of religious worship.

3. Worksite shall not allow a Participant to work at the Worksite 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 Worksite's current or laid-off employees.

4. Worksite and/or the Participant shall not be involved in training activities, which assist, promote, or deter union organization."]