

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

Transition Services Department
2625 Barnard Street, T1
Richmond, CA 94806
(510) 231-1432 / Fax (510) 222-8354

COMMUNITY TRAINING SITE
STUDENT WORK AGREEMENT

BETWEEN

TRANSITION SERVICES DEPARTMENT

AND

Hercules Senior Center
(Name of Company)

111 Civic Drive, Hercules CA 94547
(Address)

This Community Training Site Student Work Agreement ("Agreement") is made and entered by and between the West Contra Costa Unified School District ("District") and Hercules Senior Center (hereinafter "Company") on 09/04/2025 to provide the District's special education students with community-based instruction services to students in a work place setting. Accordingly, it is mutually agreed by and between the parties as follows:

1. PURPOSE:

- a. The purpose of this Agreement is to achieve the goal of providing community-based instruction in an employment setting to District special education students.

2. TERM AND TERMINATION OF AGREEMENT:

- a. The term of this Agreement will commence on 09/4/2025 and end on 07/30/2026. It is agreed by each party that this Agreement may be terminated by either party without cause or legal excuse provided that such party desiring termination gives fifteen (15) days written notice to the other of said party's desire to terminate.

3. SCOPE OF DISTRICT DUTIES:

- a. District will develop a job description, calendar and daily schedule for District students (hereinafter "Student Workers") to perform job tasks.
- b. District shall provide 2-4 Student Workers to perform job tasks as defined in the job description referenced in Section 1a. of this Agreement.
- c. Student Workers will perform job tasks at a site designated by District for up to 4 hours a day and up to 4 days a week, subject to the calendar referenced immediately above in Section 1.a. of this Agreement. During the Extended School Year, Student Workers will perform job tasks for up to 3 hours and up to 4 days a week.

- d. District will x / will not _____ provide a District-paid on-site trainer as mutually agreed by the parties. District will provide an on-site trainer who will be present and tend to the student on an as-needed bases. The District on-site trainer will provide on-site supervision jointly with Company employees, as well as provide training and evaluation of the Student Worker's performance. The District retains primary responsibility for monitoring attendance, progress, and goal attainment as outlined in the IEP.
- e. District's on-site trainer, if provided, will work with Company's manager or designee in learning all aspects of the job tasks created by Company and teaching those job skills to the Student Workers.
- f. District will compute and determine appropriate wages for Student Workers, in accordance with state and federal labor laws relevant to minimum wages.
- g. District, at its expense, will provide workers' compensation coverage for Student Workers in accordance with California Labor Code 3368.
- h. Work permits for Student Workers, if necessary, will be obtained by District.
- i. Parental consent, where applicable, will be obtained by District.
- j. District will pay Student Workers in accordance with the City of Richmond CA Minimum Wage applicable laws.
- k. The District on-site /off-site supervisor will briefly explain the systematic training and fading procedures for the Student Workers to Company. Company will involve its supervisors or coworkers in Student training, if feasible, and briefly explain training and fading procedures.
- l. District understands and agrees that Company and Company's employees are not certified nor trained to teach, manage, supervise, or oversee Student Workers with disabilities. District's on-site trainer and/or on-site supervisor shall be responsible for managing and overseeing the Student Workers, and handling situations where Student Workers need assistance or pose a risk to the safety of Company's employees or customers.
- m. The District will have no liability whatsoever under this Agreement for any claimed or proven violation of any breach of confidentiality, if applicable, by Student Workers as it relates to confidential or proprietary information of the Company.

4. SCOPE OF COMPANY DUTIES:

- a. Company will provide work for Student Workers as referenced in the job description referenced in Section 1.a. of this Agreement.
- b. Company will provide all tools and equipment necessary for Student Workers to perform the job tasks contained in the job description referenced in Section 1a. of this Agreement.
- c. Company will provide a safe and clean work environment that complies with all Cal-OSHA and OSHA laws and regulations relevant to the subject work location.
- d. Company will provide supervision jointly with the District. Company will support District by collaborating with the District staff in the workplace setting, ensuring they follow established routines, comply with workplace expectations, and receive appropriate guidance.
- e. Company will provide orientation to the Company's employees regarding Student Workers' disabilities, and will explain behavioral characteristics of Student Workers as well as the program's objectives to the extent necessary to carry out its responsibilities under this Agreement.
- f. Company understands that any student data received is confidential. Company must act in accordance with all student data privacy laws, including but not limited to FERPA. Company may not disclose any portion of Student Education Records. District retains full ownership and direct control over all Student Education Records, including, but not limited to IEPs.
- g. Company will allow integration of Student Workers in the work place and allow for socialization

with Company's workforce, thereby providing appropriate work role models.

- h. Company will address Student Workers' job modifications, if necessary, with the District's on/off-site trainer.
- i. Company supervisors and/or co-workers will provide feedback and evaluation of Student Workers' progress through regular check-ins when requested or appropriate.
- j. Company will provide feedback to District program administrator/manager to ensure program quality is maintained through implementation of goals and objectives.
- k. Company _____ will / x will not reimburse the District for payments made by the District to its Student Workers according to the following terms: N/A

5. DISCRIMINATION:

District and Company and/or any of their respective employees shall not discriminate because of race, religion, color, national origin, disabilities, marital status, age, gender or sexual orientation against any person by refusing any person a privilege offered to or engaged by the general public.

6. INDEMNITY/HOLD HARMLESS:

District agrees to indemnify and defend, with legal counsel the Company, and hold harmless Company, its Board members, officers, employees, volunteers, agents and representatives ("Indemnified Parties"), from all liability, damages, actions, losses, costs, claims or expenses, or injuries to any person caused by District, its employees, agents, students or representatives (including, without limitation, all expenses of investigation and defense of any such claim or action, including reasonable attorneys' fees and costs) in connection with or arising out of the performance of this Agreement, except for those claims arising out of the willful misconduct, acts, omissions, or gross negligence of the Company. The indemnification provided herein shall survive the completion or termination of this Agreement.

Company agrees to indemnify and defend, with legal counsel acceptable to the District, and hold harmless the District, its Board members, officers, employees, volunteers, agents and representatives, from all liability, damages, actions, losses, costs, claims or expenses, or injuries to any person caused by Company, its employees, agents or representatives (including, without limitation, all expenses of investigation and defense of any such claim or action, including reasonable attorneys' fees and costs) in connection with or arising out of Company's performance of this Agreement. The indemnification provided herein shall survive the completion or termination of this Agreement.

7. DISTRICT INSURANCE:

District shall maintain in full force and effect during the term of this Agreement, and at no cost to Company, general liability on an occurrence form with limits not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage liability combined with a two million dollars (\$2,000,000) annual policy aggregate, and shall provide evidence of such to Company a certificate of insurance with an endorsement page naming said company as an additionally insured.

8. COMPANY INSURANCE:

Company shall maintain in full force and effect during the term of this Agreement, and at no cost to District, general liability on an occurrence form with limits not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage liability combined with a two million dollars (\$2,000,000) annual policy aggregate, and shall provide to District immediately after execution of this Agreement evidence of such a certificate of insurance with an

endorsement page naming District as an additionally insured. Due to Company's close proximity with students, coverage for corporal punishment, sexual misconduct, harassment may either be provided through the Company's general liability coverage or professional liability insurance. The Company's insurance coverage shall be primary as it relates to said claims. Endorsement of District as an additional insured shall not affect District's rights to any claim, demand, suit, or judgment made brought or recovered against Company.

9. LIABILITY OF DISTRICT.

Notwithstanding anything stated herein to the contrary, the District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

10. AGENCY RELATIONSHIP:

This Agreement is not intended to, and shall not, create the relationship of principal-agent, master-servant, or employer-employee between Company and District, nor shall this Agreement create a partnership, joint venture, or association between Company and District. The Student Workers performing services for Company, pursuant to this Agreement, are and shall remain for all legal purposes, Student Workers of the District on assignment at a Company location.

11. MODIFICATION:

Notwithstanding any of the provisions of this Agreement, this writing contains the entire agreement between the parties hereto, and there exist no other agreements or understandings, written or oral. This Agreement may not be changed or modified except in writing and signed by the parties hereto.

12. COPIES OF AGREEMENT:

This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original.

13. GOVERNING LAW.

This Agreement will be governed by and construed in accordance with the laws of the state of California.

14. COMPLIANCE WITH APPLICABLE LAW AND DISTRICT POLICIES.

The undersigned agree to comply with all local, state, federal, regulations and guidelines, including but not limited to District policies, procedures, and regulations.

15. NOTICES:

The address to which the notices are sent may be changed by either party advising the other in writing of such change. Nothing herein shall preclude the giving of any notice by personal service. Any notice that is to be given by either party to the other shall be deemed to have been fully given by personal service or when made in writing and deposited in the United States mail, postage prepaid and addressed as follows:

**TO: West Contra Costa Unified School District
Transition Services Department
2625 Barnard Street, T1
Richmond, CA 94806
Attn: Business Services Dept.
Phone: (510) 231-1432
Fax: (510) 222-8354**

**To : Hercules Senior Center
111 Civic Drive
Hercules, CA 94547
Attn: Christopher Roke, Parks and Recreation Director
(510) 799-8228**

IN WITNESS THEREOF, the parties affix their signatures hereto:

COMPANY REPRESENTATIVE:

DISTRICT REPRESENTATIVE

COMPANY REPRESENTATIVE:

DISTRICT REPRESENTATIVE

By: _____
(Signature)

By: _____
(Signature)

Print Name Dante Hall

Print Name Dr. Kim Moses

Print Title City Manager, Hercules

Print Title Associate Superintendent,
Business Services

Date: _____

Date: _____