

APPENDIX A. AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor ("Employer") performing work for the East Side Union High School District which are paid for in full or in part with Measure E bond monies, including state matching monies, (hereinafter "Project"), for and in consideration of the award to it of a contract to perform work on said Project, and in further consideration of the mutual promises made in the Construction Careers Agreement for the Project (hereinafter "Agreement"), a copy of which was received and is acknowledged, hereby:

1. Accepts and agrees to be bound by the terms and conditions of this Agreement and all appendixes, together with any and all amendments and supplements now existing or which are later made to said Agreement.
2. Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said Agreement;
3. Agrees to secure from any Contractor (as defined in said Agreement) which is or becomes a subcontractor (of any tier) to it, and from any successors, a duly executed Agreement to be Bound in form identical to this document.
4. Employer agrees that it shall be bound by all applicable trust agreements and plans for the provision of such fringe benefits as accrue to the direct benefit of the employees including, but not limited to, Health and Welfare, Pension, Training, Vacation and/or other direct benefits provided pursuant to the appropriate craft agreement contained in Schedule "A" of the Project Agreement.

Date _____ Company Name _____

Name of Prime Contractor or
Higher Level Subcontractor _____

Signature _____ Print Name _____

Title _____ Contractor's License # _____

Project Name _____ Bid # _____

APPENDIX B

Construction Technology Academy. The Parties have agreed to participate in the District's Construction Technology Academy ("Academy"), funded by the District, to carry out the training and employment objectives of Appendix B. The overall objectives are to (a) offer opportunities and skills necessary to enter post-secondary study and to pursue lifelong learning within the broader context of the building trades industry; and (b) develop and reinforce academic course content standards in order to maximize career opportunities and technical competency.

Industry Steering Committee. In order to facilitate the goals of the Academy, the District and Council agree to continue as members of the Santa Clara County Construction Careers Association (S4CA). S4CA will provide technical assistance and job placement and tracking services on behalf of the District for students who enter and graduate the Construction Technology program and will act as the Industry Steering Committee. The purpose of the Industry Steering Committee will be to assist and aid in the Program/Class delivered by the district. Additionally S4CA and the Council will actively work to identify sources for educational and financial support including State and Federal funding for the program.

1) Annual Training Summer Sessions. Annual summer intern training sessions developed by the Industry Steering Committee shall be made available for qualified District students nominated by the District.

a) Purpose of Summer Training Sessions. The purpose of the summer intern training sessions is to teach the interns employable skills in the construction trades. The skill sets to be taught by the District shall, in part, include materials taken from a curriculum known as "SCANS" which identifies and teaches such general employability skills as dependability, responsibility, working with other people, active listening (i.e., receiving and responding to instruction), organizing work tasks, and utilizing technology. The other skill sets shall include the proper use of tools of the construction trades in addition to practical application of skills in the construction trades. The sessions shall include classroom and job visit components.

2) ***Employment of Interns/Graduates.*** The Building Trades Council and the District working through S4CA shall make arrangements for contractors working under this Construction Careers Agreement to employ both interns and graduates selected by the District. Up to twenty (20) interns annually shall be paid no less than \$10.00 per hour for on the job training, but not for periods of time attending the classroom training sessions. The sessions shall occur over a minimum of four and a maximum of five weeks for summer internship positions. Due to safety, prevailing wage, and related issues, the interns shall not be employed directly on the public works projects that are the subject of the Construction Careers Agreement and this Appendix B. Up to thirty (30) graduates selected by the District annually shall be paid no less than fifteen dollars (\$15.00) per hour for work in job classifications unless employed as an apprentice, and then the appropriate hourly rate determined by the appropriate apprentice program will apply.

3) ***Intern Program and Priority on California Apprenticeship Council Approved Program Apprenticeship Lists.***

a) ***Priority on Apprenticeship List.*** The training and employment program of the interns has been developed by the Academy Steering Committee such that graduating interns shall possess the skills, training, and educational background to help the graduate achieve priority on the lists of the Building Trades Apprenticeship Programs for those which maintain a list and direct entry for those programs where direct entry is possible. It is recognized that the Apprenticeship Programs operate according to existing Standards approved by the Division of Apprenticeship Standards of the State of California Department of Industrial Relations and the standards set forth in the collective bargaining agreements for each building trade. Therefore, in order to maximize the opportunity that graduates may achieve a priority standing on an apprenticeship list or direct entry to an apprenticeship program, the Industry Steering Committee shall develop a plan for an annual assessment of the goals and objectives set out in this appendix B and in so doing, shall coordinate with the District's Career Services representative. The annual program assessment by the Industry Steering Committee shall follow the completion of each summer internship program.

4) ***Binding Effect.*** This Agreement is binding on the parties and the Program Manager, as per Appendix A to this Construction Careers Agreement, and their successors and

assigns. However, nothing in this Appendix B shall supersede the provisions of the Construction Careers Agreement, a schedule A labor agreement or the approved standards for any Building Trades apprenticeship program.

AGREEMENT OF CONTRACTOR

I, _____, by affixing my signature hereto, understand that with the support of the Building and Construction Trades Council, the General Contractor and all sub-contractors have agreed to work with the Program Manager and the Industry Steering Committee to provide construction employment opportunities on this project, for qualifying participants (interns/graduates) in the District's Construction Technology Academy program.

The Industry Steering Committee will recruit, screen, and refer qualified individuals for employment opportunities through the building and construction trades unions.

The Committee will also provide retention services to individuals referred to this project for employment. Program Manager will serve as the lead agency for the committee, and as such, will be the agency that contractors will contact to provide appropriate employment information as described below.

I understand that as a contractor on this project, my participation in the Committee's employment program is mandatory and by execution of this Construction Careers Agreement, the obligations contained herein are incorporated by reference into and acknowledged as a material term of the existing agreement the undersigned has with the general contractor and/or the District for work on the Project.. Specifically, I agree to comply with the following requirements:

1) To contact and provide the following information to Program Manager of all apprentice level job openings on this project in a timely manner *when requested*:

- a) description of the job, including the trade;
- b) specific qualifications, skills, and any other job requirements;
- c) person's name and telephone number at my business who will be responsible for answering questions regarding the job opening; and

Description of how applicants should apply for the job.

2) To work cooperatively with the Program Manager and make good faith efforts to employ qualified individuals referred by the Program Manager. “Good faith efforts” as it applies to this project shall mean:

a) To offer the Program Manager the first opportunity to provide qualified individuals for employment consideration on apprentice level positions, subject to any collective bargaining agreements, and the standards approved by the Division of Apprenticeship Standards, Department of Industrial Relations, State of California.

b) To interview all qualified candidates referred by the committee and to not reject any of these individuals without reasonable justifications;

c) To request construction trades unions to dispatch qualified individuals referred by the Committee by name when feasible, as permitted under the appropriate Collective Bargaining Agreement, and rules and regulations of the Division of Apprenticeship Standards, Department of Industrial Relations, State of California.

d) To make best efforts to hire candidates referred by the Committee when they are equally or better qualified than all other job applicants for the particular job opening. Offer the Program Manager the first opportunity to provide qualified individuals for employment.

e) Good faith efforts will have been met if contractor employs one or more qualifying program graduates on this project or a non-District project in an apprentice employment position, or in the alternative, in an employment position which shall be compensated at a taxable wage rate of not less than \$15.00 per hour and which shall be intended as an entryway to an apprentice position. At the Discretion of the District good faith efforts can also be met by employing one or more “interns” for the summer internship program for a period of up to 5 weeks at non less than \$10.00per hour. In the event that the contractor is unable to hire an intern because the geographical location of the contractor’s place of business is not practical for the intern or because the contractor does not have an office trailer on site, the intern will be dispatched to a community organization such as Habitat for Humanity to complete his/her internship program. The community organization will pay the intern the above agreed wages.

The contractor will then reimburse the community organization for the wages paid the intern plus a fee to cover the cost of internship supervision on a weekly basis.

3) Upon notice of Failure to employ one or more qualifying program graduates, contractor will be required within thirty (30) days to employ local student(s) from the program that have participated in a construction technology academy by the District in work positions when such student(s) are available for dispatch from the program manager.

4) To maintain records that document compliance with this agreement and to provide such records to the General Contractor or the Committee upon request.

5) In the event that my business subcontracts a portion of the work agreed upon in this project's Contract Documents, I agree to be responsible for ensuring that my subcontractors comply with all terms and conditions under this agreement, and the appropriate union Collective Bargaining Agreement.

6) Nothing in this agreement precludes my business from assigning existing employees to work on this project.

Date _____ Company Name _____

Name of Prime Contractor or
Higher Level Subcontractor _____

Signature _____ Print Name _____

Title _____ Contractor's License # _____

Project Name _____ Bid # _____