

2019 APPRENTICESHIP PROGRAM COHORT AGREEMENT

This APPRENTICESHIP PROGRAM AGREEMENT, dated _____ (the “Effective Date”), is by and between CareerWise Colorado, a Colorado nonprofit corporation (“CareerWise”), and _____ (“Business”) for the exclusive purpose of Business’s 2019 CareerWise apprenticeship program cohort. Business’s participation in previous or future cohorts are not intended to be governed by this document and require a separate Agreement. CareerWise and Business are each sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

Recitals

1. CareerWise is an organization exempt from federal income taxation under section 501(c)(3) of the Internal Revenue Code.
2. CareerWise has developed a world-class apprenticeship program for students in Colorado (the “Program”).
3. Business desires to participate in the Program by launching youth apprenticeships in critical, high demand roles within Business.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. **Responsibilities of Business.** Business intends to offer and hire a minimum of apprentices on the CareerWise Marketplace, if satisfactory candidates are identified on the Marketplace, in one or more of the following apprenticeship areas, beginning in the summer or fall of 2019: Business Operations, Financial Services, IT, Healthcare, and/or Advanced Manufacturing. Each such apprentice will be hired and hosted by Business as follows:

a. **Selection of Apprentices.** Business intends to select and interview such number of potential apprentice candidates from CareerWise’s apprenticeship marketplace as Business desires. Business will then extend a sufficient number of apprenticeship offers to hire the minimum number of apprentices set forth above if they find satisfactory candidates for all positions.

b. **Enter into Youth Apprenticeship Agreements with Apprentices.** Business will enter into an agreement with each apprentice and his/her parent or guardian on terms similar to the Youth Apprenticeship Agreement attached hereto as Exhibit A.

c. **Develop an Orientation for New Apprentices.** Business will work with

CareerWise to develop an orientation for new apprentices.

d. **Work Experience.** Business will provide each apprentice with high quality, on-the-job training and work experiences that develop the apprentice while simultaneously supporting the apprentice in performing important and valuable work for Business.

e. **Establish Apprentice Work Schedule.** Business will establish an apprentice work schedule for each apprentice. Prior to each apprentice obtaining a high school diploma or equivalent, Business will not schedule the apprentice to work more than 24 hours per week on average without the apprentice's consent.

f. **Assign Coaches and Supervisors.** Business will assign each apprentice with a coach and a supervisor, who will not be the same individual. Coaches will be responsible for providing apprentices with periodic support, coaching, and advice. Supervisors will oversee and manage apprentice's day-to-day work and provide formal feedback and additional coaching to apprentices. Business will send such coaches and supervisors to relevant trainings provided by CareerWise.

g. **Pay Apprentices an Hourly Wage.** Business will establish an hourly wage for each apprentice and will pay him/her on a regular basis consistent with Business's existing compensation practices. Each apprentice's hourly wage will meet or exceed Colorado's minimum wage. Business will also disclose in the Apprentice Agreement, prior to apprentice starting, whether Business will compensate apprentice for time spent in the CareerWise Apprenticeship Bootcamp, as referenced in section 2.c.

h. **Monitor Competency Attainment and Apprentice Development.** Business will assist CareerWise in monitoring each apprentice's progress against core competencies identified for the apprentice's apprenticeship area.

i. **Provide Feedback on Competency-Based Curriculum.** Business will periodically provide CareerWise with input into and feedback on CareerWise's competency-based curriculum to ensure that such curriculum provides apprentices with proper training and work experiences that will help the apprentices develop competencies appropriate to their apprenticeship areas.

j. **Apprentice Training Plans.** Business will provide CareerWise with input and advice in establishing a training plan for the Business to execute in each apprenticeship area. Each training plan will include training to be provided by third-party providers, usually community college courses unless specified otherwise, and Business will provide CareerWise with input and advice in selecting such third-party providers. Each training plan will include training leading to relevant industry credentials or certifications. Business will pay up to \$4,000 per apprentice per year to cover the costs of such training, including:

- Training course tuition,
- Training course-associated fees and textbooks,

- Training plan-identified industry credential registration and exam fees

Business will be invoiced directly by the third-party providers for such training. Business will pay the above training costs up-front. Business is prohibited from requiring an apprentice to pay the up-front costs to be reimbursed by business at a later date.

k. **Working with Minors.** In scheduling and supervising the apprentices, Business will do the following to ensure the safety of the apprentices:

i. Business will comply with all laws and policies related to working with minors, including but not limited to:

1. Relevant child labor and safety laws, which CareerWise can provide upon Business's request;

2. All policies of the apprentice's school and/or school district, including without limitation policies regarding the transportation of students while at the workplace, either for professional or social purposes. CareerWise can provide at Business's request.

ii. Business will disclose what type of background checks Business requires of employees, including the apprentice's assigned supervisor and coach, undergo to hired apprentice and parent prior to apprentice starting work with Business. Business may be required, depending on the school district the hired apprentice is from, to sign an additional affidavit affirming that apprentice's assigned supervisor and coach have not been convicted of any crimes related to minors. Please see the Apprentice Agreement in Appendix A for specific language.

iii. Business will ensure that each apprentice's designated supervisors and/or coach(es) know the general whereabouts of the apprentice at all times while the apprentice is at Business's workplace.

l. **CareerWise Fee.** Business will pay to CareerWise an annual fee equal to the applicable per-apprentice fee set forth in the table below times the number of apprentices hired by Business in 2019 pursuant to this Agreement who are working for Business as of May 31 of each year of the 3-year Program:

Number of Apprentices on May 31 of Each Program Year	Per-Apprentice Annual Fee
9 or fewer	\$1,000

10 or more	\$900
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Business will pay the annual CareerWise fee by July 1 at the end of each program year (July 1 2020, July 1, 2021, July 1, 2022). For example, if Business has 4 apprentices in their 2019 cohort as of May 31 of a given Program year, Business will pay 4 x \$1,000 = \$4,000 to CareerWise by July 1 of that Program year. By way of further example, if Business has 12 apprentices as of May 31 of a given Program year, Business will pay 12 x \$900 = \$10,800 by July 1 of that Program year. If an apprentice drops out of the program prior to May 31 of the program year, Business will not pay the annual fee for the dropped apprentice.

for an early signing fee discount by signing this agreement prior to September 1, 2018. The early signing fee discount subtracts \$100 from the annual fee. For example, if a company signs this Agreement on August 31, 2018 and hires 4 apprentices, they will pay 4 x \$900 = \$3,600 to CareerWise by July 1 of that Program year and any remaining program years in their 2019 cohort.

Based on the above table, the date of signing this MOU, and the number of apprentices Business intends to hire, Business will pay CareerWise an anticipated _____ on July 1, 2020, July 1, 2021, and July 1, 2022 subject to apprenticeship cohort levels on May 31 of each 2019 program cohort year.

Business designates _____, who can be contacted at _____, to process payment of the CareerWise Fee.

m. **Designate a Project Manager and Supervisors.** Business will designate a Project Manager, who will be the primary point of contact for communication between the Parties. The Project Manager will also direct and manage Business's staff involved in hosting apprentices and will ensure Business meets deadlines for implementing the Program within Business. Business initially designates _____ as the Project Manager. Business initially designates _____ as supervisors of hosted apprentices. Business will notify CareerWise within five (5) business days of any change in the Project Manager or supervisors.

n. **Consider Full-Time Employment.** Once each apprentice completes the 3-year apprenticeship, Business will consider such apprentice for full-time employment at or above an annual wage equivalent to what is considered a living wage in the relevant metropolitan area, based on Business's current employment needs. Notwithstanding the foregoing, the Parties acknowledge that nothing in this Agreement obligates Business to hire an apprentice following his/her apprenticeship, and all decisions regarding hiring apprentices following the apprenticeship will be made by Business in its sole and absolute discretion.

o. **Operations Data.** Business will provide data to CareerWise from time to time upon CareerWise's reasonable request to allow CareerWise to evaluate the success of the Program and to place apprentices for employment if such apprentices are not hired by Business

following their apprenticeship.

2. **Responsibilities of CareerWise.** CareerWise will support Business in hosting the apprentices in the following ways:

a. **Develop Apprenticeship Marketplace.** CareerWise will build and facilitate the apprenticeship marketplace from which Business will select potential apprenticeship candidates to interview. To ensure a strong pool of candidates, CareerWise will work with local school districts to build a pool of students with an appropriate technical and educational background, who will be listed on the CareerWise marketplace

b. **Develop Competency-Based Curriculum.** With input from Business, CareerWise will create a competency-based curriculum for each apprenticeship area. Business acknowledges that the competency-based curriculum will be owned exclusively by CareerWise and may be made available by CareerWise for use by other businesses. CareerWise will not include proprietary or commercially sensitive data of Business in the competency-based curriculum.

c. **Conduct Apprenticeship Bootcamp.** CareerWise will conduct a three day Apprenticeship Bootcamp for new apprentices in Summer 2019. The Apprenticeship Bootcamp will help apprentices develop foundational professional competencies while also developing training experiences that are specific to their apprenticeship areas.

d. **Provide Training to Coaches and Supervisors.** CareerWise will provide full-day and half-day trainings for supervisors and coaches of the apprentices. These training will be designed to help prepare supervisors and coaches to manage and provide guidance for youth apprentices in the workplace.

e. **Provide Human Resources Support.** CareerWise will provide ongoing consulting support on the human resources policies and tools needed to hire, orient, pay, evaluate, and manage apprentices, along with other areas in which Business has human resources needs related to the apprentices.

f. **Provide Program Support.** CareerWise will provide Program support throughout the apprenticeship through a CareerWise Relationship Manager. Such support will include, but need not be limited to, interfacing with school staff and parents, assisting with apprentice performance management and evaluation, assisting with apprentice transportation issues, and helping with scheduling.

g. **Coordinate with Educational Institutions.** CareerWise will work with K-12 and higher education partners to ensure that each apprentice's formal schooling prepares the apprentice for and complements the apprentice's learning in the apprenticeship.

h. **Assist with Registered Apprenticeship.** If Business desires to have its apprenticeships participate in the "Registered Apprenticeships" program of the U.S. Department

of Labor, CareerWise will, upon Business's request, serve as the "sponsor" for Business's application and participation in such program. As a sponsor, CareerWise will complete the Registered Apprenticeship paperwork, maintain the required apprenticeship records, and serve as the U.S. Department of Labor's primary contact for such program.

3. **Duration of Apprenticeships.** Unless a particular apprentice is terminated early pursuant to the immediately following sentence, Business will host each apprentice hired pursuant to Section 1 of this Agreement for the 3-year duration of the Program. Business may terminate a particular apprentice prior to the end of the 3-year apprenticeship if: (i) the apprentice's performance is inconsistent with expectations, and efforts to improve the apprentice's performance are unsuccessful; (ii) the apprentice routinely misses scheduled work days; (iii) the apprentice commits a criminal act related to Business or its officers, directors, employees, agents, assets, or operations; (iv) the apprentice routinely acts in a manner that is disruptive to Business's operations; or (v) Business eliminates the regional or functional area to which the apprentice was assigned, in which case Business and CareerWise will cooperate to identify a similar position within Business for the apprentice, and if no such position can be identified within Business, then with another company that is participating or willing to participate in the Program. Business will provide reasonable advanced notice to the CareerWise Relationship Manager of any early termination of an apprentice. Business's termination of one apprentice pursuant to this Section 3 will not terminate this Agreement or affect Business's responsibilities with respect to any of the other apprentices that Business is hosting pursuant to this Agreement.

4. **Termination.** CareerWise may terminate this Agreement following thirty (30) days' written notice if Business materially breaches this Agreement. Business's failure to pay the CareerWise annual fee described in Section 1(l) above by the August 1 occurring after the July 1 due date of each such payment will be considered a material breach of this Agreement.

5. **Communications.** The Parties desire to develop a strong and lasting relationship. To that end, CareerWise and Business commit to communications that are proactive and responsive to each other to maximize the opportunities created for the apprentices and Business. The Parties will make reasonable efforts to return calls and/or respond to emails within 24 hours of receipt. The Parties will contribute jointly to the creation of agendas for check-in meetings and will give as much notice as reasonably possible if meetings need to be canceled rescheduled.

6. **Nature of Parties' Relationship**

a. This Agreement does not create, and is not entered into by the Parties for the purpose or intention of creating, any partnership or joint venture relationship, and none shall be inferred from any provision of this Agreement. Nothing in this Agreement shall be construed to establish a fiduciary relationship between the Parties for any purpose.

b. No employee of one Party will be deemed an employee of the other Party by virtue of this Agreement. Without limiting the foregoing, the Project Manager will not be deemed an employee of CareerWise, and the CareerWise Relationship Manager will not be

deemed an employee of Business, as a result of the Parties entering into and carrying out the terms of this Agreement.

7. **Governing Law.** This Agreement and the rights of the Parties hereunder will be governed by and interpreted in accordance with the laws of the State of Colorado (without regard to the law of conflicts of any jurisdiction).

8. **Severability.** If any provision of this Agreement is held to be invalid, void, or unenforceable, the same will not affect the validity of the remainder of this Agreement.

9. **Waiver.** A waiver of any term or provision under this Agreement will not be construed as a waiver of any other term or provision hereof.

10. **Counterparts.** This Agreement and any amendments may be executed by the Parties individually or in any combination, in one (1) or more counterparts, each of which shall be an original and all of which together shall constitute one (1) and the same instrument. Execution and delivery of this Agreement and any amendments shall be legally valid and effective through: (i) hand-delivery; (ii) facsimile transmission, electronic mail in portable document format (“pdf”) or other electronically scanned format; or (iii) use of an electronic document execution and delivery process (i.e., DocuSign®).

11. **Entire Agreement.** This Agreement contains the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements, representations and understandings, if any, whether oral or written, between the Parties respecting such matters.

12. **Headings.** The headings contained in this Agreement are for reference only and will not be construed to impact the meaning or interpretation of this Agreement.

[Signature Page Follows]



IN WITNESS WHEREOF, the Parties have executed this Apprenticeship Program Agreement to be effective as of the date set forth above.

By: _____
Business Representative Signature

Date

Business Representative Printed Name and Title

CAREERWISE COLORADO

By: _____
Signature

Date

Brad Revare, Director of Business Partnerships