

## 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 2020 CareerWise apprenticeship program cohort and any subsequent cohorts in future years. Renewals, amendments, or program modifications for future cohorts will be addressed through Appendix A’s Statement of Work. 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.

### Roles and Responsibilities Under This Agreement

**CareerWise Sales Contact:** This person is the primary CareerWise sales contact for Business for hiring CareerWise apprentices. The initial CareerWise Sales Contact is:

Name: \_\_\_\_\_ Email: \_\_\_\_\_

**CareerWise Customer Success Manager:** This person is responsible for onboarding Business to hire apprentices and providing ongoing support for Business with respect to the Program. The initial CareerWise Customer Success Manager is:

Name: \_\_\_\_\_ Email: \_\_\_\_\_

**Business Project Lead:** This person is the designated Business liaison to CareerWise to align communications and resources needed within Business to implement the CareerWise Program. The initial Business Project Lead is:

Name: \_\_\_\_\_ Email: \_\_\_\_\_

**Business Supervisor(s):** The Business employee(s) who will be, at least initially, the supervisor(s) for apprentices hired by Business.

Name(s)/Email(s)/Apprenticeship Occupation Supervising:

\_\_\_\_\_  
\_\_\_\_\_

**Business Invoice Contact:** This person is the designated Business contact for processing quarterly CareerWise Program Fee. The initial Business Invoice Contact is:

Name: \_\_\_\_\_ Email: \_\_\_\_\_

CareerWise and Business shall each notify the other within five (5) Business Days of any changes in the persons fulfilling the roles outlined above.

### **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 apprentices on the CareerWise Job Portal, if satisfactory candidates are identified on the Portal, in one or more of the following apprenticeship areas: Technology, Financial Services, Business Operations, Advanced Manufacturing, Healthcare, or Education, among other potential industries and occupations supported by CareerWise.

a. **Selection of Apprentices.** Business intends to select and interview potential apprentice candidates from CareerWise's apprenticeship portal as Business desires. Business will then extend a sufficient number of apprenticeship offers as desired if they find satisfactory candidates for all positions. CareerWise strongly recommends that Business participate in interview and hiring events put on by CareerWise in order to identify strong applicants and hire them in a timely manner.

b. **Enter into Employment Agreement with Apprentices.** Business will enter into an employment agreement with apprentice, if that is Business's standard hiring practice.

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

d. **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.

e. **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. Dates of trainings can be provided to Business upon request.

f. **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. CareerWise recommends establishing a progressive wage schedule based on the apprentice's skill and competency attainment for the duration of the apprenticeship

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

h. **Provide Feedback on Competency-Based Curriculum.** Business will 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 make apprentices productive employees of Business.

i. **CareerWise Fee and Apprentice Training Plans.** Business will pay CareerWise an annual fee, invoiced quarterly or upfront annually, for CareerWise's apprenticeship programmatic support services rendered and outlined in Section 2.

Business will also pay for, and CareerWise will include in relevant quarterly invoices, the following external training credential and coursework for each apprentice:

- An industry and occupation relevant credential, as well as a recommended prep or study aid course to pass the credential exam, as set forth in Appendix A.
- An expenditure of funds to CareerWise for job-aligned college-credit granting coursework to each apprentice as set forth in Appendix A.
- If apprentice is hired full-time before the end of the three-year apprenticeship, Business must still provide the college-credit granting coursework and credential outlined in Appendix A.

Appendix A provides the proposed occupation-specific training cost and schedule for each selected occupation as well as the quarterly CareerWise Fee schedule and amount.

j. **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 relevant child labor and safety laws.

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 will also disclose prior to hiring, if apprentice is to work in a healthcare or clinical role interacting with patients, whether employees may encounter patients that are registered sex offenders or prone to erratic behavior.

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.

iv. Business will carry general liability insurance and workers' compensation insurance.

k. **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 market 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.

1. **Operations Data.** Business will provide non-proprietary 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. CareerWise will schedule and host interview events and strongly recommends Business participates in said events.

b. **Develop Competency-Based Curriculum.** With input from Business, CareerWise will create a competency-based curriculum for each apprenticeship area. CareerWise will not include proprietary or commercially sensitive data of Business in the competency-based curriculum.

c. **Conduct Apprenticeship Bootcamp.** CareerWise will conduct an Apprenticeship Bootcamp for new apprentices in each program year. The Apprenticeship Bootcamp will help apprentices develop foundational professional competencies while also developing training experiences that are specific to their apprenticeship areas. There is no expectation for Business to pay hired apprentice wages for their time at bootcamp.

d. **Provide Training to Coaches and Supervisors.** CareerWise will provide full-day and half-day trainings for supervisors and coaches of the apprentices, as well as quarterly ongoing trainings for supervisors. 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 Customer Success 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.** Business will host each apprentice hired pursuant to Section 1 of this Agreement for the 3-year duration of the Program. Business will provide reasonable advanced notice to the CareerWise Customer Success 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.** Either party may terminate this Agreement following thirty (30) days' written notice for any reason. 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 Customer Success 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

## Appendix A: Statement of Work

Business Name:  
 Business Internal Project Lead and Contact Info:  
 Business Invoice Contact and Contact Info:  
 Business Apprentice Supervisors and Contact Info:  
 Apprentice Cohort Program Year:

Occupation #1: _____	# of Planned Hires: _____
Occupation #2: _____	# of Planned Hires: _____
Occupation #3: _____	# of Planned Hires: _____
Occupation #4: _____	# of Planned Hires: _____

CareerWise Annual Fee: \$2,000/apprentice, invoiced quarterly

Occupation #1:  
 Recommended credential & cost per apprentice:  
 Credit-granting college coursework in 3<sup>rd</sup> year:

- \$4,000/apprentice decided between apprentice and business prior to 3<sup>rd</sup> year of apprenticeship.
- Apprentice may decide to pursue less coursework at a lower cost.

Occupation #2:  
 # of apprentices in this occupation:  
 Recommended credential & cost per apprentice:  
 Recommended college coursework in 3<sup>rd</sup> year:

- \$4,000/apprentice decided between apprentice and business prior to 3<sup>rd</sup> year of apprenticeship.
- Apprentice may decide to pursue less coursework at a lower cost.

[SPACE LEFT FOR ADDITIONAL OCCUPATIONS IF NEEDED]



Aggregate Fee and Training Cost Invoice Schedule:

Invoice Due Date	CareerWise Business Support Fee Per Apprentice	# of Apprentices	Aggregated Training Cost Per Cohort	Total Invoiced Amount Due (Net 30)
10/1/2020	\$500		N/A*	\$500
1/1/2021	\$500		0	\$500
4/1/2021	\$500		0	\$500
7/1/2021	\$500		Credential Cost	TBD
10/1/2021	\$500		0	\$500
1/1/2022	\$500		0	\$500
4/1/2022	\$500		0	\$500
7/1/2022	\$500		Up to \$4000 * # of apprentices	\$500 + TBD*
10/1/2022	\$500		0	\$500
1/1/2023	\$500		0	\$500
4/1/2023	\$500		0	\$500
7/1/2023	\$500		0	\$500

By: \_\_\_\_\_  
Business Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Representative Printed Name and Title

CAREERWISE COLORADO

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Brad Revare, Director of Business Partnerships