FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT PROJECT
STABILIZATION/CONSTRUCTION CAREERS AGREEMENT
AMENDMENT Number 3

This Third Amendment to the Project Stabilization Agreement is entered into by and between the Foothill-De Anza Community College District (hereinafter "District"), and Santa Clara & San Benito Counties Building & Construction Trades Council (hereinafter "Council"), as of the District's execution date ("Effective Date"). Each of District and Council are sometimes hereinafter referred to as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, The Foothill-De Anza Community College District ("District") and the Santa Clara & San Benito Counties Building & Construction Trades Council ("Council") and affiliated and signatory Local Unions ("Unions") entered into the Foothill-De Anza Community College District Project Stabilization/ Construction Careers Agreement ("Agreement") on April 8, 2008;

WHEREAS, the Parties now wish to modify the Agreement to delete Appendix C entitled "Construction Careers Program" because the District careers program for students has been discontinued.

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

1. Each and every reference to the Construction Careers Program is hereby replaced with a reference to the "Community Workforce Pipeline Targeted Hire Agreement." All surrounding language and terms remain as-is.
2. Appendix C is hereby replaced, in its entirety, with the Community Workforce Pipeline Targeted Hire Agreement attached hereto and incorporated herein by reference.

All of the terms and conditions of the original Agreement, First and Second Amendments not expressly modified by this Third Amendment shall remain unchanged and in full force and effect.

WITNESS THE EXECUTION HEREOF on the day and year first written below:

Foothill De Anza Community College District

By: K J McElroy
(Authorized Signature)

Name: Kevin McElroy
Title: Vice Chancellor of Business Services

Date: 9-12-2018

Santa Clara & San Benito Counties
Building & Construction Trades Council

By: David Bini
(Authorized Signature)

Name: David Bini
Title: Executive Director

Date: 9-12-2018

Attorney for District
(Approved as to form and legality)

By: _____
(Authorized Signature)

Name: _____

Title: _____
Date: _____

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APPENDIX C

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT
COMMUNITY WORKFORCE PIPELINE TARGETED HIRE AGREEMENT

Purpose. The Parties to the Foothill-De Anza Community College District Project Stabilization/ Construction Careers Agreement (the "Agreement") recognize the mutual needs and public interest in increasing training and career opportunities for underrepresented and targeted individuals in the construction trades through apprenticeship and pre-apprenticeship programs, and developing a pipeline to ensure the continued availability of a skilled, qualified and readily available construction workforce for Projects covered by the Agreement now and in the future. Furthermore, the Santa Clara and San Benito Counties Building and Construction Trades Council ("Council"), with other parties, is signatory to the Santa Clara County Construction Careers Collaborative Memorandum of Understanding ("MOU"), which is working to establish a coordinated Santa Clara County pre-apprenticeship program to serve as a pipeline for youth and jobseekers into apprenticeship. In furtherance of these goals, the Parties agree to enter into this Community Workforce Agreement for Targeted Hire ("THA") and to participate in the Santa Clara County Community Workforce Pipeline.

I. ***Definitions.*** All capitalized terms not defined below are as defined in the Agreement.

Approved Pre-Apprenticeship Program. An Approved Pre-Apprenticeship Program means the Santa Clara County Trades Orientation Program or an equivalent structured, MC-3 certified career training and placement program or Union-sponsored program, that: (1) serves Underrepresented Workers, and (2) is sponsored by Council-approved community-based organizations ("CBOs"), Council affiliates, the Council, the State Building & Construction Trades Council of California, or the North American Building & Construction Trades Council.

At-Risk Youth. An At-Risk Youth means a person 18-24 years old who is one of the following: 1) disconnected from school and/or work; 2) currently or formerly justice-engaged; 3) in the foster care system; 4) pregnant/parenting; or 5) homeless.

Community Workforce Coordinator. The Community Workforce Coordinator means the work2future Workforce Investment Board, or another entity as determined by mutual written agreement of the Council and the District. The Community Workforce Coordinator is responsible for maintaining an up-to-date list of Targeted Workers who are available for work, with their current contact information, and will provide this list to any party to the Agreement upon request.

Covered Contractor. A Covered Contractor means a contractor of whatever tier that performs $250,000 or more of work within the Scope of the Agreement (as described in Section 2 of the Agreement) on a Project. A Covered Contractor is subject to the Workforce Goal. If a contractor performs less than $250,000 of work on a Project, that contractor is not subject to the Workforce Goal, but may nonetheless participate voluntarily in the Workforce Goal.

District. District means the Foothill-De Anza Community College District.

Targeted Worker. A Targeted Worker is an individual who has completed an Approved Pre-Apprenticeship Program.

Underrepresented Worker. An Underrepresented Worker is an individual who, prior to commencing work on a Project, has at least one of the following barriers to employment: (1) is homeless, recently housed (within the past twelve months), or at risk of losing their housing; (2) is currently receiving public assistance; (3) is currently participating in a reentry program or was formerly incarcerated; (4) has been continuously unemployed for the previous one year; (5) has a family or household income that falls below the current HUD threshold for Low Income Households in Santa Clara County; (6) has been emancipated from the foster care system; (7) is a veteran of the U.S. military; (8) is an At-Risk Youth; or (9) is a survivor of labor trafficking.

II. ***Workforce Goal.*** Covered Contractors shall use procedures and options available under the applicable Master Collective Bargaining Agreement(s), hiring hall procedures, and JATC standards as approved by the Division of Apprenticeship Standards, Department of Industrial Relations, State of California, consistent with the requirements of California Labor Code §§ 1776, 1777.5 and 1777.6, to employ one (1) or more Targeted Worker(s) as First Year Apprentice(s) for at least 25% of the Covered Contractor's apprentice hours on the Project, unless the Contractor demonstrates to the Community Workforce Coordinator that the Targeted Worker(s) worked the maximum available first year apprentice hours or shows other good cause.

a) Nothing herein requires a Covered Contractor either to hire a particular individual or to retain a particular individual in employment.

b) A Covered Contractor will receive credit toward the Workforce Goal for hours performed by a Targeted Worker assigned to work on the Project or on another jobsite at the employer's discretion, provided that the worker is assigned to the same job classification that would apply to a Targeted Worker on the Project.

c) Covered Contractors shall properly supervise and pay all apprentices in accordance with the Master Collective Bargaining Agreements.

d) The Covered Contractor agrees to provide upon request hours worked by Targeted Worker(s), to the General Contractor, the District, the Council, or the Community Workforce Coordinator.

e) **Community Workforce Coordinator Obligations.** The Community Workforce Coordinator, upon request, will refer names of qualified, available, and willing Targeted Workers to the Union and Covered Contractors.

e) **Union Obligations.** The Unions agree to cooperate with Covered Contractor(s) in providing available apprentices as requested. The Unions also agree to cooperate with the District and community-based organizations designated by mutual agreement of the District and the Council in conducting outreach activities to recruit and refer Underrepresented Worker applicants to Approved Pre-Apprenticeship Programs for which they are qualified or qualifiable.

III. ***Alternate Method to Satisfy Workforce Goal ("Best Faith Effort").*** A Covered Contractor who fails to meet the Workforce Goal under Section II above shall satisfy its obligations under this Addendum through a "best faith effort" by demonstrating that it has complied with all of the following efforts to employ Targeted Workers through use of procedures and options available under the applicable Master Collective Bargaining Agreements, hiring hall procedures, JATC

rules and procedures, and standards approved by the Division of Apprenticeship Standards, Department of Industrial Relations, State of California:

1) Employ at least one (1) entry-level apprentice on the Project (or for equivalent work on another jobsite, provided that the apprentice is assigned to the same job classification the apprentice would have performed on the Project).

2) Through written requests made using a Craft Request Form, offer the Community Workforce Coordinator the opportunity to provide qualified, willing and available Targeted Workers for consideration for entry-level apprentice positions.

3) Using a Craft Request Form, request that the applicable construction trades Union(s) dispatch qualified, willing, and available Targeted Workers in a number sufficient to meet the hiring obligations under Section II.

4) Contact and provide the following information to the Community Workforce Coordinator for all entry-level apprentice job openings on the Project in a timely manner when requested:

    a) A description of the job, including the trade and any job requirements, such as specific qualifications or skills;
    b) A person's name and telephone number at the Covered Contractor's business who will be responsible for answering questions regarding the job opening; and
    c) A description of how applicants should apply for the job.

IV. ***Consequences of Non-Compliance:*** The Project Labor Management Committee established by the Agreement shall consider allegations of non-compliance by a Covered Contractor with this THA. If the Project Labor Management Committee determines that a Covered Contractor has (1) failed to meet the Workforce Goal in Section II of this THA; and (2) failed to demonstrate they have made a Best Faith Effort as set forth in Section III of this THA, the issue will be referred to the grievance procedure as provided in Section 9 of the Agreement. At any time during the process of compliance review, the Project Labor Management Committee shall have the authority to reach a resolution with the Covered Contractor.

V. ***Implementation.*** The Project Labor Management Committee shall help monitor and implement this THA.