

## CAREERWISE STANDARD TERMS AND CONDITIONS

Last updated 4/23/2024

These Standard Terms and Conditions (“Terms”) together with that certain School District Program Agreement (the “District Agreement”), by and between CareerWise Colorado, a Colorado nonprofit corporation (“CareerWise,” “we,” “us,” and “our”), and each individual school district (each, a “District”) and that certain Employer Program Agreement (the “Employer Agreement”), by and between CareerWise each individual employer (each an “Employer”) (together with the Apprenticeship Agreement, the “Program Agreements,” and both together with these Terms, the “Agreement”), incorporated by reference herein, form a legally binding agreement between CareerWise and the District or Employer (collectively, “Client,” “you,” or “your”), govern the use of services provided by CareerWise or accessing the website located at <https://www.careerwisecolorado.org/en/>, including the Apprenticeship Hub platform (“Apprenticeship Hub”), any subpages, internal links, content, and services offered thereupon (collectively the “Website”), whether as a guest or registered user. These Terms govern your access to and use of the Website, as well as your use of the services related to the apprenticeship program (“Program”) contemplated within the Agreements (the “Services”). By accessing or using the Services or using the Website, you are indicating that you have read, understand, and agree to be bound by these Terms. If you do not agree to these Terms, then you must stop accessing or using the Services. Client and CareerWise are sometimes referred to herein individually as a “Party” and collectively as the “Parties” hereto.

1. **Entire Agreement.** You may accept the Services by executing either the Apprenticeship Agreement or the Employer Agreement. Upon your acceptance, the Agreement will form a valid and binding agreement and shall constitute the entire agreement between CareerWise and Client for the provision of the Services. CareerWise expressly rejects all additional or different terms or conditions contained in any other documents submitted by Client. CareerWise’s performance of the Services does not constitute acceptance of any of other terms and conditions and does not serve to modify, add to, or amend this Agreement under any circumstances. If any provision of the Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Agreement, which shall remain in full force and effect. The Agreement supersedes and replaces any prior agreements between CareerWise and you regarding the Services.

2. **Billing; Expenses.** CareerWise shall provide the Services to Employer for the fees set forth in the Fee Schedule in Exhibit A of the Employer Agreement, in addition, Employer shall pay to CareerWise the tuition

reimbursement and direct tuition support amounts per Apprenticeship for Related Instruction (together, the “Fees”). CareerWise will provide invoices (each, an “Invoice”) at the dates set forth in Exhibit A of the Employer Agreement. Employer shall pay each Invoice within 30 days of delivery (“Payment Date”). If Employer does not pay an Invoice on or before the Payment Date, interest shall accrue at a rate of 2% per month from the date of the Invoice. If Employer fails to pay CareerWise within 90 days of an Invoice Payment Date, CareerWise may suspend Services until payment of all past due amounts has been received by CareerWise.

3. **Payment Dispute Resolution.** If Employer disputes any Invoice, or any portion thereof, Employer shall notify CareerWise within 10 days of receipt of the Invoice. Client and CareerWise shall subsequently work together to resolve the matter within 30 days. If resolution of the matter is not attained within 60 days, either Party may terminate this Agreement in accordance with Section 4.

4. **Termination; Refunds/Apprentice Exits; Account Suspension or Termination.** Either Party may terminate this Agreement: (i) upon 30 days’ prior written notice to the other Party; (ii) immediately upon written notice in the event of a material breach by the other Party of its obligations herein that is incurable, or if curable, that remains uncured for a period of ten days from the date of notice. Should any student participant (“Apprentice”) in the apprenticeship program (the “Program”) withdraw from the Program prior to completion, Client shall be entitled to a refund as set forth in Exhibit A of the Employer Agreement.

5. **Modifications.** CareerWise may revise these Terms from time to time,. The most current version will always be on this page. If the revision is material under applicable law, as determined by us in our sole discretion, we will notify you via posting to the Website or by other means in accordance with applicable legal requirements. Except as provided by law, by continuing to access or use the Services after those revisions become effective, you agree to be bound by these Terms as revised. These Terms were most recently updated as of the date listed at the top of this page. Client is expected to check this page frequently to remain apprised of any changes.

6. **Additional Terms and Policies.** You acknowledge, consent, and agree that CareerWise may access, preserve, and disclose information you provide if we believe that it is (1) reasonably necessary to comply with any applicable law, regulation, subpoena, legal process or enforceable governmental request; (2) necessary to enforce the provisions of CareerWise’s privacy policy, found at

<https://www.careerwisecolorado.org/en/data-privacy-policy/>;  
(3) required to enforce these Terms, including investigation of potential violations; or (4) necessary to investigate or protect against actual or threatened harm to the rights, property, or safety of CareerWise, our clients, or the public as required or permitted by law.

7. **License Grant.** All content on the Website and Apprentice Hub is the property of CareerWise and is protected by copyright and other intellectual property laws. During the term of this Agreement, subject to Employer's payment of the Fees, and Employer's and District's compliance with the Agreement, CareerWise hereby grants to you a limited, revocable, non-exclusive, non-transferable/sublicensable license to allow only: (i) your users of the Website and Apprentice Hub whom you directly authorize to access and use the Website and Apprentice Hub; and (ii) your current employees, faculty, contractors, agents, or Apprentices whom you authorize to access and use the Website and Apprentice Hub solely for administrative purposes ("Authorized Users") to access and use the Website and Apprentice Hub under the terms described herein.

8. **Use Restrictions.** You and your Authorized Users shall not, directly or indirectly:

- a. Use the Website and Apprentice Hub except as set forth in this Agreement;
- b. Modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Website and Apprentice Hub or any part thereof;
- c. Combine the Platform or any part thereof with, or incorporate the Website and Apprentice Hub in, any other programs;
- d. Reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Website and Apprentice Hub or any part thereof;
- e. Remove, delete, alter, or obscure any copyright, trademark, patent, or other intellectual property or proprietary rights notices included on or in the Website and Apprentice Hub;
- f. Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text;
- g. Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise provide any access to or use of the Platform or any features or functionality of the Website and Apprentice Hub, for any reason, to any other person or entity, including any subcontractor, independent contractor, affiliate, or service provider of Subscriber, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service. If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You agree

to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session; or

h. Use the Website and Apprentice Hub in violation of any law, regulation, or rule.

9. **Support Services.** CareerWise shall use commercially reasonable efforts to make the Website and Apprentice Hub accessible to Authorized Users twenty-four hours per day, seven days per week, three hundred sixty-five days per year at least 99% of the time (measured on a monthly basis), except for: (i) scheduled maintenance; (ii) required repairs; and (iii) any loss or interruption due to a force majeure event. CareerWise shall provide online, telephone, and/or e-mail support to the District of Employer and its Authorized Users during our normal business hours if the Website and Apprentice Hub fails to operate.

10. **Content Standards.** These standards ("**Content Standards**") apply to any and all Authorized User contributions on the Website and Apprentice Hub ("**User Contributions**"). User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- a. Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- b. Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, gender, religion, nationality, disability, sexual orientation, or age.
- c. Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- d. Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Content Standards and Privacy Policy.
- e. Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- f. Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- g. Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- h. Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- i. Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

11. **Eligibility.** Authorized users may use the Website and Apprentice Hub only in compliance with these Terms and all applicable local, state, federal laws, rules, and regulations. Considering the nature of the Services and the Website, those under the age of 18 will not access the

Website or Apprenticeship Hub. Notwithstanding the foregoing, IN NO CIRCUMSTANCE SHALL ANY PERSON UNDER THE AGE OF 13 USE THE WEBSITE AND APPRENTICESHIP HUB. By continuing to use the Website, or by otherwise accepting these Terms, you (a) agree to be legally bound by these Terms and (b) represent and warrant that (1) you are of legal age to enter into a binding agreement, and (2) if Client is a corporation, governmental organization, or other legal entity, the person accessing or using the website on its behalf has the right, power, and authority to enter into these terms on behalf of the Client and bind Client to these Terms (in such cases, the references to “you” and “your” in these Terms except for in this sentence, refer to such corporation, governmental organization or other entity).

**12. Account Registration; Account Security.** You may be required to register for a password-protected account (“Account”) to participate in the Services. You must provide accurate, current, and complete information as part of such registration and at all other times when you use the Services, and to update information to keep it accurate, current, and complete. Among other things, you may be required to provide information such as, including, but not limited to, your name, phone number, email address(es), school district, and employment history. We may request additional information from you to authenticate your Account and the contents thereof.

You are solely responsible for safeguarding your Account credentials and authentication measures, including your password, and you must not disclose this information to any other person or entity. We encourage you to use a strong Account password. You are solely responsible for all activity that occurs on your Account, and we may assume that any activity under your Account has been initiated and authorized by you. You must notify CareerWise immediately of any breach of security or unauthorized use of your Account. CareerWise will not be liable, and you shall be liable, for losses, damages, liability, expenses, including lawyers’ fees, incurred by CareerWise or a third party arising from unauthorized use of access to your Account due to your conduct regardless of whether you have notified us of such unauthorized use. You understand and agree that we may require you to provide information that may be used to confirm your identity and help ensure the security of your Account.

CareerWise has the right to disable any username, password, or other identifier, whether chosen by an Authorized User or provided by us, at any time, in our sole discretion, for any or no reason, including, if, in CareerWise’s opinion, you have violated any provision of these Terms.

We may, in our discretion, with or without cause, with or without prior notice and at any time, decide to limit, block, suspend, deactivate, or cancel your Account (as defined below) in whole or in part. Without limiting the foregoing, we may terminate your Account if we suspect fraud or misconduct.

**13. District and Employer’s License to CareerWise.** The District and Employer hereby grant to CareerWise a revocable, non-exclusive, license to utilize the District and Employer’s name and logo for marking and promotional purposes.

**14. Monitoring and Enforcement.** We have the right to:

- a. Remove or refuse to post any material for any or no reason in our sole discretion.
- b. Take any action with respect to any material that we deem necessary or appropriate in our sole discretion, including if we believe that such material violates the Terms, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website, the Services or the public, or could create liability for CareerWise.
- c. Disclose your identity or other information about you to any third party who, pursuant to pending or threatened legal process, claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- d. Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.

CareerWise does not undertake a review of all information Authorized Users post on the Website and CareerWise cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, CareerWise assumes no liability for any action or inaction regarding transmissions, communications, or content provided by any Authorized User or third party.

**15. Intellectual Property Rights.** All right, title, and interest in and to the Website, including, Apprenticeship Hub, are and will remain the exclusive property of CareerWise. All materials therein, including, without limitation, the CareerWise name, domain names, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, distinctive brand features and all intellectual property rights, including all patents, copyrights, moral rights, trademarks, and trade secrets related thereto, (together with the Services, the “Intellectual Property Rights”), are the exclusive property of CareerWise. The Intellectual Property Rights are protected by copyright, trademark, and other laws of both the United States and foreign countries. You acknowledge that the Intellectual Property Rights have been developed, compiled, prepared, revised, selected, and arranged by CareerWise and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitute valuable property of CareerWise and such others. Except as explicitly provided herein, nothing in these Terms gives you a right to use, reproduce, distribute, modify, create derivative works of, republish, download, store, or transmit the Intellectual Property Rights. Any other trademarks, service marks, logos, trade names and any other

proprietary designations are the trademarks or registered trademarks of their respective owners.

**16. Network Access and Devices.** You are responsible for obtaining the data network access necessary to use the Website. Your mobile network's data and messaging rates and fees may apply if you access or use the Website from your device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and any updates. We do not guarantee that the Website will function on any particular hardware or devices. In addition, the Website may be subject to malfunctions and delays inherent in the use of the internet and electronic communications.

**17. Third-Party Links, Resources and Materials.** The Website may contain information and content provided by third parties and may contain links to third-party websites, mobile applications, software, and other resources that are not owned or controlled by CareerWise, including those maintained by governmental entities (collectively, "Third-Party Resources"). Careerwise is not responsible for the availability, accuracy, content, products, or services of such Third-Party Resources and does not make any representation or warranty in relation to Third-Party Resources and does not endorse and is not responsible or liable for such Third-Party Resources. The existence of any Third-Party Resources does not imply any endorsement by CareerWise, and CareerWise does not endorse or assume any responsibility for any such Third-Party Resources. If you access a Third-Party Resource from the Website, including websites, mobile applications, or resources maintained by governmental entities, you do so at your own risk, and you understand that these Terms do not apply to your use of such Third-Party Resources. You understand that your use of Third-Party Resources may be subject to terms and conditions imposed by third parties. You expressly relieve CareerWise from any and all liability arising from your use of any Third-Party Resources. You acknowledge and agree that CareerWise is not responsible or liable for: (i) the availability or accuracy of such Third-Party Resources; or (ii) the content, products, or services on or available from such Third-Party Resources. All material received from any party other than Client or CareerWise shall remain the exclusive property of its respective owners.

**18. Warranties and Disclosures.** Your access to and use of the Website and Apprentice Hub is at your own risk. You understand and agree that the Website and Apprentice Hub is provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, CAREERWISE AND ITS AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, DISCLAIM ANY AND ALL WARRANTIES RELATED TO THE WEBSITE OR APPRENTICE HUB, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT. We make no warranty and disclaim

all responsibility and liability for the completeness, accuracy, availability, timeliness, security, or reliability of the Website or any content thereon. CareerWise will not be responsible or liable for any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services. You also agree that CareerWise has no responsibility or liability for its deletion of, or the failure to store, retain, or transmit, any records related to your Account. We make no warranty that the Website will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from CareerWise or through the Website, will create any warranty not expressly made herein.

**19. Confidential Information.** Through the provision of the Services, each Party (as the "Receiving Party") may be exposed to the Confidential Information of the other Party (as the "Disclosing Party"). The Receiving Party, its agents, and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under this Agreement. The Receiving Party hereby acknowledges that the improper disclosure or use of Confidential Information, as defined herein, would be detrimental to the Disclosing Party and would cause the Disclosing Party irreparable harm. Accordingly, the Receiving Party hereby agrees that the Receiving Party shall not disclose, or otherwise make available, directly or indirectly, to any third party, without the prior express authorization of the Disclosing Party, any Confidential Information. The Receiving Party acknowledges that any violation of this Section shall be a material breach of the Agreement and that the Disclosing Party shall be entitled to interim or permanent injunctive relief without having to prove damages or post a bond or other security, specific performance, and other equitable remedies, in addition to any other relief to which the Disclosing Party may become entitled, in the event of any such breach. For the purpose of this Agreement, "Confidential Information" shall mean all information pertaining to the business, operations, and activities of the Disclosing Party, including, but not limited to, information concerning the Disclosing Party's customers, suppliers, products, services, software and information technology, data base information, strategic plans, work product, specifications and developments, results and data, methodology, equipment, distribution systems, research materials, marketing, advertising and promotional plans and strategies, pricing, costs, sales, sales techniques, policies, procedures, business plans and strategies, finances, books and records, contracts, models, know-how, and other proprietary information, creations, intellectual property, or trade secrets, in any tangible or intangible form, including, but not limited to, written and verbal communications and computer and other electronic media. This Section shall survive the termination or expiration of this Agreement.

**20. Indemnification.** Each Party shall indemnify, defend, and hold harmless the other Party and such Party's managers, members, employees, customers, and agents from

and against any and all claims, losses, liabilities, damages, expenses, and costs (including reasonable attorneys' fees and court costs) arising out of or related to this Agreement ("Claims") which are caused, directly or indirectly, by acts or omissions of the other Party or such Party's employees, contractors, subcontractors, consultants, or other representatives.

**21. Limitation of Liability.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement to the contrary the aggregate total liability of CareerWise or Client, or any of their respective members, directors, officers, managers, partners, employees, or agents for any and all Claims shall not exceed the Fees collected by CareerWise for the Services in the twelve month period prior to the event giving rise to the claim. The limitation described in this Section shall not apply to a Party's willful misconduct, fraud, international misrepresentation.

**22. Copyright Infringement.** If you believe that any of your copyrights are violated, please contact our Digital Millennium Copyright Act ("DMCA") Registered Agent at [info@careerwiseusa.org]. We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the DMCA.

**23. Additional Employer Terms.** Employer shall comply with the additional Employer terms set forth on the Employer Addendum attached hereto and incorporated by reference.

**24. Miscellaneous.**

a. **Independent Contractors.** The relationship of the Parties established under the Agreement is that of independent contractors and neither Party is a partner, employee, agent, or joint venture of or with the other and nothing in the Agreement.

b. **Section Headings.** The Section headings in these Terms are for convenience only and have no legal or contractual effect.

c. **Governing Law; Jurisdiction.** All matters relating to the Agreement, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Colorado without regard to its conflict of laws provisions. Any dispute arising hereunder that the Parties are unable to resolve by mutual agreement shall be brought in a court of competent jurisdiction in the city and county of Denver, Colorado and both Parties agree to the jurisdiction of such courts. The Parties agree to waive their right to a trial by jury.

d. **Compliance with Law.** The Parties and Authorized Users must comply with all relevant and applicable laws and regulations in your use of the Website, Apprentice Hub, or acceptance or provision of Services

hereunder.

e. **Attorneys' Fees.** If any Party commences any action against any other Party with respect to the enforcement or interpretation of this Agreement, then the substantially prevailing party in such action shall be entitled to an award of its costs of litigation, including attorney's fees, costs, and other expenses.

f. **Waiver.** The failure or delay by a Party in exercising any right, power, or privilege under this Agreement shall not be deemed a waiver of such right, power, or privilege, nor shall any single or partial exercise thereof preclude any other further exercise of any right, power, or privilege under this Agreement. No waiver of any term of this Agreement shall be binding unless made by means of a written instrument signed by a duly authorized representative of the Party against whom enforcement of such waiver is sought. Any such waiver shall not constitute a future waiver of the same term or condition.

g. **Force Majeure.** Neither Party shall be liable to the other for any delay or failure in performance under these the Agreement arising out of a cause beyond its control and without its fault or negligence (in each case, a "Force Majeure Event"). Such Force Majeure Events may include but are not limited to fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, acts of God, acts of declared or undeclared war, acts of regulatory agencies, pandemics, epidemics, or national disasters. Notwithstanding the foregoing, any delay or failure to make payments when due shall not constitute a Force Majeure Event.

h. **Transferability and Assignability.** This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you without CareerWise's written consent, but may be assigned by CareerWise. Any attempted transfer or assignment in violation hereof shall be null and void. This Agreement binds and inures to the benefit of each Party and the Party's successors and permitted assigns.

i. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications to be given hereunder must be in writing and addressed to the Parties at the addresses set forth in the Agreement (or as otherwise specified by a Party in a notice given in accordance with this Section). Notices sent in accordance with this Section are effective: (i) when received, if delivered by hand (with written confirmation of receipt); (ii) when received, if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or other electronic format (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient; or (iv) on the 5<sup>th</sup> day after the date mailed, by registered or certified mail, return receipt requested, postage prepaid.

j. Severability. In the event that any provision of the Agreement should be held to be void, voidable, or unenforceable, such provisions shall be modified to the minimum extent necessary to make such provisions enforceable, and the remaining portions shall remain in full force and effect to the extent that the benefits and obligations conferred on the Parties by the Agreement remain substantially unimpaired.

k. Counterparts. The Agreement may be executed with one or more separate counterparts, each of which, when so executed, shall, together, constitute and be one in the same instrument.

l. Cumulative Remedies. The rights, powers, and remedies of CareerWise hereunder are separate, distinct, and cumulative with all other rights, powers, and remedies of CareerWise at law or in equity, each of which may be exercised independently, concurrently, and successively in CareerWise's sole discretion. CareerWise's election of any right, power, or remedy shall not be deemed exclusive of any other and shall not bar or limit the exercise of any other right, power, or remedy.

## EMPLOYER ADDENDUM

### 1. Employer Responsibilities. Employer shall assist with implementing the Program by providing the following:

Assistance with registering the apprenticeship Program with the Department of Labor (“**DOL**”) and comply with all DOL labor guidelines, as amended.

Staffing and Program Support. Employer shall provide: (i) each Apprentice with a Supervisor to oversee and manage Apprentice’s day to day job duties and provide training as set forth herein; and (ii) Employer shall appoint a Program Leader who shall be responsible for coordinating with CareerWise to carry out employer’s responsibilities as set forth herein.

#### 1.1 Application and Interview Process.

If elected for use, employer shall post applications for the Positions on Apprentice Hub, as defined below. Each application shall contain: (i) the required hours and schedule for the Position; (ii) a description of the Position and key duties; (iii) any background check it intends to run on applicants; or (iv) if the Position will be in healthcare/ clinical setting or would cause Applicant to encounter patients that are registered sex offenders.

Employer shall review all applications submitted to Apprentice Hub following the Application Deadline. Employer will then schedule and participate in interviews to select their Apprentice(s).

#### 1.2 Training.

Supervisors shall participate in Supervisor onboarding provided by CareerWise.

Employer shall offer Apprentices training related to their day to day duties and defined core competency sets (as provided by CareerWise).

Employer shall select, and get approved by CareerWise, courses from a registered/accredited provider to complete the related instruction training plan, provided by CareerWise, which shall constitute 144 hours of class time (“**Related Instruction**”). Employer shall populate their course selection on Exhibit A of the Employer Agreement. Employer may notify CareerWise in writing that it would like CareerWise to handle selection of Related Instruction courses. Employer shall pay the enrollment fees for the Related Instruction courses for each Apprentice set forth on Exhibit A of the Employer Agreement.

Employer shall also be responsible for paying any exam fees in connection with the Related Instruction courses. Employer shall track Apprentices Related Instruction hours, ensure completion, and share such records with CareerWise.

#### 1.3 Employing Apprentices.

Employer shall select either the three-year model or two-year model which shall provide Apprentices with the following amount of work hours: (i) Three-Year Model: Year One–12-16 hours per week, Year Two–18-24 hours per week, Year Three – NA (post-high school graduation); or (ii) Two-Year Model: Year One – 20 hours per week, Year Two – NA (post-high school graduation)

*\*A reduction in hours worked may extend the duration at the apprenticeship at Employer’s discretion.*

Employer shall establish and provide to each Apprentice a work schedule setting forth hours and days of work. While the Apprentice is enrolled in school, such work schedule shall not exceed 24 hours per week in the aggregate. Employer shall abide by all labor and wage and hour laws in creating schedules and employing Apprentices. Employer shall provide Apprentices’ schedules to CareerWise.

Employer shall establish an hourly wage for each Apprentice which shall be compliant with applicable minimum wage requirements and all other laws, rules, and regulations. Employer shall pay Apprentices consistently with Employer’s standard pay cadence and practices. Employer shall provide Apprentices’ wage rates to CareerWise.

Employer shall establish progressive wage schedules that set forth pay increases based on market driven increases in wage rates and performance-based milestones. Employer shall provide such wage schedules to CareerWise.

Employer shall monitor each Apprentice’s progress against the core competencies and industry credentials. Employer shall provide Apprentices with two performance reviews per year.

Employer shall provide the Customer Success Manager written notice of

Employer's intent to terminate an Apprentice prior to the End Date.

#### Transition and Completion of Program.

Prior to each Apprentices' Program end date, Employer shall inform CareerWise if such Apprentice successfully completed the Program by hitting all required milestones and hours worked and provide a final competency assessment to CareerWise. CareerWise shall provide the final competency assessment form.

Following each Apprentices' Program end date, Employer shall consider employing the Apprentice if such Apprentice successfully completed the Program. There is no obligation that Employer make an offer of full-time or part-time employment to the Apprentice following the Program.

Prior to the Program end date, Employer shall inform the Apprentice and CareerWise if it intends to (i) hire the Apprentice for a full-time role; (ii) hire the Apprentice for a part-time role; or (iii) not offer the Apprentice a role following the End Date.

#### 1.4 Fees.

Employer will pay the tuition fee amounts set forth in Exhibit A of the Employer Agreement to CareerWise for each Apprentice it has participating in the Program.

CareerWise shall offer a partial refund on tuition fee amounts per Apprentice if terminated by the dates set forth on Exhibit A of the Employer Agreement.

#### 1.5 Other Duties

Employer shall carry adequate levels of general liability and workers' commendation insurance.

Employer shall be in compliance with all federal, state, and local laws, statutes, regulations, and policies throughout its participation in the Program.

The Employer will provide CareerWise Employer data that is required for CareerWise to register the Program with the DOL, successfully implement the Program, or evaluate Program success. Employer shall provide data requested by CareerWise upon request but no less than on a quarterly basis.

The Employer shall communicate questions or concerns with the Program directly to the Customer Support Manager.

#### 1.6 Equal Opportunity Employer

##### YOUR RIGHT TO EQUAL OPPORTUNITY

CareerWise Colorado will not discriminate against apprenticeship applicants or apprentices based on RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX

(INCLUDING PREGNANCY AND GENDER IDENTITY), SEXUAL ORIENTATION, GENETIC INFORMATION, OR BECAUSE THEY ARE AN INDIVIDUAL WITH A DISABILITY OR A PERSON 40 YEARS OLD OR OLDER. CareerWise Colorado will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations, part 30.

It is against the law for a sponsor of an apprenticeship program registered for Federal purposes to discriminate against an apprenticeship applicant or apprentice based on race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, age (40 years or older), genetic information, or disability. The sponsor must ensure equal opportunity with regard to all terms, conditions, and privileges associated with apprenticeship.

#### FILING A DISCRIMINATION COMPLAINT

If you think that you have been subjected to discrimination, you may file a complaint within 300 days from the date of the alleged discrimination or failure to follow the equal opportunity standards with:

US Department of Labor  
Office of Apprenticeship  
200 Constitution Ave, NW

Attn: Apprenticeship EEO Complaints  
Andrew Ridgeway; 202-693-3536  
ApprenticeshipEEOcomplaints@dol.gov

You may also be able to file complaints directly with the EEOC, or State fair employment practices agency. If those offices have jurisdiction over the sponsor/employer, their contact information is listed below:

EEOC  
202 E. 17th Ave, Suite 410  
Denver, CO 80203  
1-800-669-4000

EACH COMPLAINT FILED MUST BE MADE IN WRITING AND INCLUDE THE FOLLOWING INFORMATION:

1. Complainant's name, address, and telephone number, or other means of contact, for contacting the complainant.
2. The identity of the respondent (i.e. the name, address, and telephone number of the individual or entity that the complainant alleges is responsible for the discrimination).
3. A short description of the events that the complainant believes were discriminatory, including but not limited to when the events took place, what occurred, and why the complainant believes the actions were discriminatory (for example, because of



his/her race, color, religion, sex (including pregnancy and gender identity), sexual orientation, national origin, age (40 or older), genetic information, or disability).

The complainant's signature or the signature of the complainant's authorized representative.

2. CareerWise Responsibilities. CareerWise shall assist with implementing the Program by providing the following:

CareerWise shall work with its partner school districts to assist in the recruitment of potential Apprentices for the Program.

DOL Registration. CareerWise shall act as the Sponsor for the Employer's application. As a sponsor, CareerWise shall complete the DOL paperwork, maintain the required Apprentice records, and be the DOL's primary contact for the apprenticeship.

Staffing. CareerWise shall provide the following Program support staff: Customer Support Manager who shall advise on human resources policies, assist with Apprentice performance management and evaluation, assist with Apprentice transportation issues, helping with scheduling, and assist with any supports identified for Equity First participants.

Program Support

CareerWise shall provide guidance to Employer on the following: (i) core training plans for Apprentices in the various occupations that align with relevant industry

skills or certifications; (ii) a Related Instruction training plan; and (iii) a competency assessment form for Employer to complete on or before an Apprentice's End date.

CareerWise shall timely approve Related Instruction course selection by Employers or select such courses upon written request from the Employer.

Apprentice Hub. CareerWise shall provide the Employer with access to and use of Apprentice Hub for the duration of the Program. Apprentice Hub shall serve as a platform for: (1) Employer to post applications; (2) potential Apprentices to review open positions and application information; (2) potential Apprentices to apply to positions; and (3) identify required hours of work for each role.

Training. CareerWise shall provide the following training:

CareerWise shall provide all Apprentice with an orientation setting forth Program requirements, and assisting with developing key professional competencies.

CareerWise offers optional ongoing Apprentice training throughout the duration of the Program to address foundational skills, key competencies, and technical skills.

CareerWise provides a mandatory onboarding training for Supervisors that are new to the Program.

### **Data Privacy Addendum**

1. The provisions of this Data Privacy Addendum are a part of the School District Apprenticeship Agreement (“District”) and CareerWise (“Contractor”) and apply to all Contractors that will or may have access to student information. This Addendum applies where applicable District partners also fulfill the business partner role.

a. Covered Data

As used in this addendum, student personally identifiable information (PII) means any and all data or information collected, maintained, generated or inferred that alone or in combination personally identifies an individual student or the student’s parent or family, in accordance with 34 C.F.R. § 99.3.

b. Compliance with State and Federal Law

All data sharing, use, and storage will be performed in accordance with the requirements of the Family Educational Rights and Privacy Act of 1974 as amended, 20 U.S.C. § 1232g & 34 C.F.R. § 99 (“FERPA”) and the provisions of Title 15 of the Arizona Revised Statutes, A.R.S. §§ 15-117, 15-1042 et seq.

c. Contractor Obligations:

Uses and Disclosures as Provided in the Agreement. Contractor may use and disclose the student PII provided by the District only for the purposes described in the Agreement and only in a manner that does not violate local or federal privacy regulations. Only the individuals or classes of individuals will have access to the data that need access to the student PII to do the work described in the Agreement. Contractor shall ensure that any subcontractors who may have access to student PII are contractually bound to follow the provisions of the Agreement. For the avoidance of doubt, Subcontractors do not include any Employers as defined in the Contract.

d. Nondisclosure Except as Provided in the Agreement. Contractor shall not use or further disclose the student PII except as stated in and explicitly allowed by the Agreement and state and federal law. Contractor does not have permission to re-disclose student PII to a third party.

e. Safeguards. Contractor agrees to take appropriate administrative, technical and physical safeguards

reasonably designed to protect the security, privacy, confidentiality, and integrity of student PII. Contractor shall ensure that student PII is secured and encrypted pursuant to its data privacy and security standards during transmission. Contractor agrees that student PII will be stored on equipment or systems located domestically.

f. Reasonable Methods. Contractor agrees to use “reasonable methods” to ensure to the greatest extent practicable that Contractor and all parties accessing student PII are compliant with state and federal law. Specifically, this means that only de-identified student PII may be used for the purposes of educational research and Contractor must protect student PII from re-identification, further disclosures, or other uses, except as authorized by the District in accordance with state and federal law. Approval to use student PII for one purpose does not confer approval to use it for another.

g. Data Destruction. Student PII must be destroyed in a secure manner or returned to the District at the end of the work described in the Agreement. Contractor agrees to send a written certificate that the data was properly destroyed or returned within 30 days of the end of the work as described in the proposal. Additionally, during the term of the Agreement, Contractor shall destroy or de-identify student PII upon request of the District as soon as practicable. Contractor shall destroy student PII in such a manner that it is permanently irretrievable in the normal course of business.

h. Minimum Necessary. Contractor attests that the student PII requested represents the minimum necessary data for the services as described in the Agreement and that only necessary individuals or entities who are required to take regular training on their responsibilities in protecting that information against technical and social engineering threats will have access to the student PII in order to perform the work.

i. Authorizations. Contractor shall secure individual authorizations from parents or if applicable, from the student, to maintain or use the student PII in any manner, including for the purposes further described in this Agreement.

j. Data Ownership. The District is the data owner. Contractor does not obtain any right, title, or interest in any of the data furnished by the District.

k. Misuse or Unauthorized Release. Contractor shall notify the District as soon as possible upon discovering the misuse or unauthorized release of student PII held by Contractor or one of its subcontractors, regardless of whether the misuse or unauthorized release is the result of a material breach of the Agreement.

l. Data Breach. In the event of a data breach, Contractor will be responsible for contacting and informing any parties, including students, which may have been affected by the security incident. Contractor will promptly notify the District upon the discovery of any data breach.

m. Prohibited Uses

4.1 Contractor shall not sell student PII; use or share student PII for purposes of targeted advertising; or use student PII to create a personal profile of a student other than for accomplishing the purposes described in the Agreement.

4.2 Notwithstanding the previous paragraph, Contractor may use student PII to ensure legal or regulatory compliance or take precautions against legal liability; respond to or participate in the judicial process; protect the safety of users or others on Contractor's website, online service, or application; or investigate a matter related to public safety. Contractor shall notify the District as soon as possible of any use described in this paragraph.

n. Miscellaneous

1. Insurance. Contractor (CareerWise) shall purchase and maintain Errors and Omissions/Professional Liability Insurance, including Network Security and Privacy Liability Insurance. Such policy shall cover the work of this Agreement including but not limited to professional misconduct or lack of ordinary skill in providing services, systems and/or product as defined in the scope of services of this Agreement. The Contractor will provide the District a copy of a certificate of insurance indicating these insurance conditions within ten (10) days of request.

2. Governing Law. This Addendum shall be governed and construed in accordance with the laws of Colorado, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the federal court located in the State of Colorado.