

Transitional Job Agreement

A. Overview and Contact Information

[] (“Client”) and the host site organization named below (“Host Site”) work together to help individuals build job skills in line with their career goals. Participants are provided with a learning experience that involves setting learning objectives, working a paid temporary job at Host Site, attending classes, and meeting with advisors—all aimed at increasing the participants’ skills and helping them prepare for future permanent employment.

This document (“Agreement”) sets out the basis on which Client and Host Site will provide a transitional job (“Transitional Job”) to the participant named below (“Participant”). The Agreement has five parts:

- Part A includes this overview and contact information for Participant, Client, and Host Site
- Part B sets out Transitional Job information, pay, learning objectives, and work and class schedules
- Part C describes Participant’s responsibilities and expectations at the workplace
- Part D covers support for Participant, issue resolution, and job termination or reassignment
- Part E includes other terms and conditions

Contact Information

Participant

Participant name			
Phone number		Alternate number	
E-mail address			
Mailing address			

Host Site

Host Site name			
Contact person			
Phone number		Fax number	
E-mail address			
Site supervisor		Phone number	

Client

Client name			
Contact person			
Phone number		Fax number	
E-mail address			
Career advisor		Phone number	

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B. Transitional Job Plan

Job Details

Duration	From _____, 20__ to _____, 20__
Weekly hours	[30 hours per week]
Hourly rate	[\$10.55 per hour]
Payment schedule	Client will pay Participant [biweekly, on the first and fifteenth of the month, etc.]. Participant is a temporary employee of Client.
Location	[insert address]
Job description	

Learning Objectives

Participant will receive support from a Host Site supervisor (“Host Site Supervisor”) and a Client career advisor (“Client Career Advisor”) to help Participant meet these learning objectives:

1. [List 3-4 learning objectives. Example: “Learn retail point of sale software.”]
2.
3.
4.

Work Schedule

Participant will work at Host Site during the following days and times (subject to change depending on Host Site needs and availability):

<input type="checkbox"/> Mondays	<input type="checkbox"/> Tuesdays	<input type="checkbox"/> Wednesdays	<input type="checkbox"/> Thursdays	<input type="checkbox"/> Fridays
[9:00 AM- 2:00 PM]				

Class Schedule

Participant is required to participate in 7-10 hours per week of paid classroom training. Participant will be in class and will not be available to work during the following times:

<input type="checkbox"/> Mondays	<input type="checkbox"/> Tuesdays	<input type="checkbox"/> Wednesdays	<input type="checkbox"/> Thursdays	<input type="checkbox"/> Fridays
[3:00 PM- 5:00 PM]				

C. Job Responsibilities and Expectations

Responsibilities

1. Attendance

Participant will work all scheduled days and hours, and attend all scheduled classroom trainings as outlined in the Transitional Job Plan. Participant will arrive on time for the job and for class sessions.

2. Tardiness and Absence

Participant will call both Host Site Supervisor and Client Career Advisor when he or she is running late, ill, or otherwise unable to work. A failure to do so may result in termination from the Transitional Job.

3. Job Duties

Participant will perform the work duties required for the job, and will follow Host Site's instructions.

4. Job Rules

Participant will comply with both Host Site and Client's rules, including Host Site's personnel policies and procedures, and the rules set out in Client's Employee Handbook and personnel policies.

5. Performance Discussions

Participant will meet with Host Site and Client staff to review Participant's performance and progress.

Accidents and Medical Problems

1. Notice

If Participant is injured at work, Participant will:

- notify Host Site Supervisor as soon as possible
- not take actions to make the situation worse
- cooperate with Host Site, Client, and medical personnel
- complete the Client Incident/Accident Form and send it to Client Career Advisor within twenty-four (24) hours
- follow Client's work-related injuries and illnesses procedure as set out in Client's Employee Handbook

2. Consent to Medical Care

Participant authorizes Host Site and/or Client to provide first aid to, or obtain medical attention for, Participant if he or she is injured or becomes ill on the job or during a class session.

Safety Information

1. Safety Rules and Instructions

Participant will follow Host Site's safety policies, procedures, and instructions, without exceptions.

2. No Alcohol, Drugs, or Guns

Participant will not bring to, or possess at, Host Site any alcohol, drugs, weapons, or ammunition.

3. Clean Work Area

Participant will keep his or her work area clean and orderly.

4. Safety Training

Upon initial arrival at Host Site, Participant and Host Site Supervisor will discuss the following items:

- the location of the restroom
- the location of the first-aid kit
- evacuation procedures
- whether Host Site Supervisor will provide Participant with a safety manual
- the location of the material safety data sheets, if any (to identify chemicals that may cause Participant to have an allergic reaction)
- whether the Host Site building has a Proposition 65 warning (to warn of any hazardous chemicals that may be present that could cause cancer, birth defects, or other reproductive harm)

5. Security

Host Site may use security cameras at its site, and either Host Site or Client may review and use any security camera footage for investigatory or other purposes as they may determine. They may provide such footage to third parties, including law enforcement agencies, as in accordance with law.

D. Participant Support, Issue Resolution, and Termination

Site Supervisor and Career Advisor

Host Site Supervisor

Host Site Supervisor will:

- act as a mentor to Participant
- carry out safety training
- meet with Participant regularly to provide guidance and constructive feedback
- communicate periodically with Client Career Advisor regarding Participant's work performance
- complete a final evaluation of Participant for Client Career Advisor at job conclusion
- assist Participant and Client Career Advisor in resolving conflicts, issues, or concerns

Client Career Advisor

Client Career Advisor will:

- provide on-site support during work hours as appropriate
- participate in regular meetings with Participant and Host Site Supervisor to review Participant's performance and progress towards achieving learning objectives
- prepare a performance evaluation, by the end of Participant's first month of work, about Participant's skill development and performance
- assist Participant and Host Site Supervisor in resolving conflicts, issues, or concerns

Issue Resolution | Job Termination or Reassignment

If an issue arises relating to Participant's job performance or conduct at the workplace, Participant will discuss it with Host Site Supervisor and Client Career Advisor, and will work cooperatively to resolve the issue. If either Participant or Host Site Supervisor believes the issue is such that Participant should leave the job, he or she will contact Client Career Advisor, as described below in Part E.

Host Site Supervisor and Client Career Advisor will support and help Participant meet his or her learning objectives. If, however, as in any job, Participant fails to fulfill any of his or her obligations under this Agreement, Participant may be terminated from the Transitional Job. In addition, at any time Client may, at its discretion, determine that the continuation of the Transitional Job is not in the best interest of Participant, Client, or Host Site, and either terminate the Transitional Job or reassign Participant to another host site, as described below in Part E.

Participant acknowledges that, as a transitional employee, Participant:

- will be considered a temporary employee, and will not be eligible for Client's employee benefits
- will not be guaranteed long-term employment beyond the end of the Transitional Job
- must follow the rules, regulations, and instructions of both Host Site and Client
- will discuss safety information with Host Site Supervisor and follow all safety rules
- may be terminated from the Transitional Job for failing to meet obligations or for other reasons
- is not entitled to any compensation after the termination or completion of the Transitional Job

By signing below, the parties confirm their understanding of and agree to the terms of this Agreement as of _____, 20__.

Participant:

Signature

Print Name

Host Site:

Signature

Print Name

Title

Client:

Signature

Print Name

Title

E. Terms and Conditions

1. Actions, Funding, and Reporting

1.1 Actions and Compliance

Client and Host Site will carry out their responsibilities under this Agreement in a diligent and professional manner and in accordance with any funding or similar contracts and applicable law, including laws concerning employment, worker safety, and employee privacy.

1.2 Funding

Client and Host Site will be responsible for acquiring and maintaining funding for their respective responsibilities under this Agreement. For clarity, Client is not paying or passing funds through to Host Site under this Agreement, but is responsible for paying Participant directly for Participant's work.

1.3 Reporting

Client and Host Site will provide the other with reports, evaluations, and notices about Participant's performance as described in this Agreement and as otherwise agreed.

2. Client Responsibilities

2.1 Payment and Withholdings

Client will pay Participant as set out in the Transitional Job Plan and will make appropriate withholdings as required by law.

2.2 On- and Off-Site Support

Client will provide ongoing on- and off-site support and problem-solving assistance to both Participant and Host Site as may be appropriate in connection with Participant's performance.

3. Host Site Responsibilities

3.1 Job Duration and Hours

Host Site will act as a host site for the job duration, and provide Participant with the weekly hours, set out in the Transitional Job Plan.

3.2 Learning Objectives

Host Site will provide a learning experience that enables Participant to meet Participant's learning objectives, and will provide training and supervision that emphasizes safety and skill development.

3.3 Provision of Policies

Host Site will advise of and provide Participant with Host Site rules, grievance policy, and personnel procedures, including Host Site's policy concerning harassment.

3.4 Visit; Communication about Participant

Host Site will provide Client Career Advisor with an opportunity to visit Participant while Participant is working at Host Site. Host Site Supervisor will notify Client Career Advisor of any issues relating to Participant's performance and conduct at the workplace, or other issues that may give rise to possible termination.

3.5 Presentation at Client

Host Site will participate in a minimum of one (1) employer presentation at Client per year, as requested by Client.

4. Relationships

4.1 Employer

Participant will be an employee of Client, not Host Site.

4.2 Temporary Employee

Participant will be a temporary employee of Client and, as such, will not be eligible for health insurance or other Client employee benefits. Nothing in this Agreement limits or affects any of the provisions of Client's Employee Handbook or personnel policies, including, but not limited to, those relating to at-will employment.

4.3 No Job Guarantee

Neither Client nor Host Site will be obligated to provide permanent or temporary employment, or any compensation, to Participant after termination of the Transitional Job.

4.4 Independent Parties

Client and Host Site are and will remain independent contracting parties. The arrangements contemplated by this Agreement do not create a partnership, joint venture, joint employment, fiduciary, or similar relationship for any purpose. Neither Client nor Host Site has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term "partner" or comparable term in any communications is solely for convenience.

5. Records and Communication

5.1 Recordkeeping

Client and Host Site will each maintain records relating to their respective responsibilities under this Agreement in a manner such that the other can evaluate compliance with this Agreement, and will make those records available for review by the other on reasonable notice during this Agreement and for a period of three (3) years after its termination. Client and Host Site will cooperate with one another in connection with any funder review, tax audit, or similar matter in which the other is engaged.

5.2 External Communication

Except as may be agreed, neither Client nor Host Site will use the name, logo, or any other trademarks of the other party or make any public communications about this collaboration on its website, or in grant applications, fundraising materials, or other outreach materials.

6. Insurance and Indemnification

6.1 Insurance

Host Site will maintain comprehensive general liability insurance, with limits not less than \$[_____] for each

occurrence, combined single limit bodily injury and property damage, including coverage and without limitation liquor liability, personal injury, contractual, products, and advertisers liability, and will ensure that: (a) the policy provides a minimum of \$[] general aggregate per location/project and \$[] products/completed operations aggregate; (b) Client, its officers, agents, and employees are named as additional insured; (c) the policy is the primary insurance to any other insurance available to Client, with respect to claims arising out of this Agreement and that the insurance applies separately to each insured against whom a claim is made or suit brought; (d) the certificate provides a thirty (30) days' notice of cancellation and a ten (10) days' notice for non-payment of premium; and (e) subrogation is waived in favor of Client.

6.2 Indemnification by Client

Client will defend, indemnify, and hold Host Site and Host Site's directors, officers, employees, agents, and assigns harmless against all claims, liabilities, losses, damages, and expenses, including reasonable attorneys' fees and expenses, resulting from (a) Client's performance of activities under or breach of this Agreement; (b) Client's negligence or willful misconduct; or (c) any claims against Host Site by Client employees or subcontractors. Client will have no obligation under this Section 6.2 to the extent the liability is caused by Host Site's gross negligence, willful misconduct, or breach of this Agreement.

6.3 Indemnification by Host Site

Host Site will defend, indemnify, and hold Client and Client's directors, officers, employees, agents, and assigns harmless against all third-party claims, liabilities, losses, damages, and expenses, including reasonable attorneys' fees and expenses, resulting from (a) Host Site's performance of activities under or breach of this Agreement; (b) Host Site's negligence or willful misconduct; or (c) any claims against Client by Host Site employees or subcontractors. Host Site will have no obligation under this Section 6.3 to the extent the liability is caused by Client's gross negligence, willful misconduct, or breach of this Agreement.

7. Termination

7.1 Job Termination by Host Site or Participant

If either Participant or Host Site believes there is a serious issue such that Participant should leave the job, it should notify Client Career Advisor. Client Career Advisor will then try to facilitate the resolution of the issue through discussions. If that effort is not successful, Host Site or Participant may terminate the Transitional Job. Such a termination will be effective forty-eight (48) hours after delivery of written notice by the terminating party to the other parties. Client may, at its sole discretion, attempt to reassign Participant to another host site.

7.2 Job Termination by Client

If Participant fails to fulfill any of his or her obligations under this Agreement, Client may terminate the Transitional Job. In addition, at any time, Client may, at its discretion, determine that the continuation of the

Transitional Job is not in the best interest of Participant, Client, or Host Site, and terminate the Transitional Job or reassign Participant to another host site. In either case of termination, Client will provide written notice to the other parties, and the Transitional Job will terminate on the date stated in such notice.

7.3 Contract Termination by Host Site or Client

If either Client or Host Site breaches any of its obligations under this Agreement, the non-breaching party may provide the other party with written notice of the breach. If the breaching party fails to cure the breach within ten (10) days after receipt of such notice, the non-breaching party may terminate this Agreement upon delivery to the other party of a written notice to that effect, with the termination effective upon delivery of such notice to the other party. The non-breaching party may in its reasonable discretion determine whether the breach has been cured. Client will notify Participant of such a termination in writing, which will have the effect of terminating the Transitional Job.

7.4 Survival

Sections 4.3, 5, 6, 7.4, and 8 will remain effective after termination of this Agreement.

8. General Provisions

8.1 Entire Agreement

This Agreement describes the entire agreement between Participant, Client, and Host Site; represents the final, complete, and exclusive statement of the parties; and supersedes all prior or contemporaneous communications between the parties, whether oral or written, relating to its subject matter. [If there are any inconsistencies between this Agreement and Client's Employee Handbook and/or personnel policies, the handbook and/or personnel policies will control.]

8.2 Amendment

This Agreement may be amended only by a writing signed by all parties stating that it is an amendment to this Agreement.

8.3 Severability

If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement will nevertheless be effective, and the illegal, invalid, or unenforceable provision will be considered modified to make it valid to the maximum extent permitted by law.

8.4 Waiver

Any waiver of the provisions of this Agreement must be in writing and signed by the parties granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

8.5 Subcontracts

Host Site may not enter into subcontracts or consulting arrangements in carrying out its responsibilities under this Agreement without first obtaining Client's prior written consent.