

COAST COMMUNITY COLLEGE DISTRICT
STANDARD AGREEMENT
COVERING OFF-CAMPUS PARTICIPATION
IN THE CalWORKs UNPAID INTERNSHIP PROGRAM

This STANDARD AGREEMENT COVERING OFF-CAMPUS PARTICIPATION IN THE CalWORKs UNPAID INTERNSHIP PROGRAM (“Agreement”) is entered into between COAST COMMUNITY COLLEGE DISTRICT, _____ College (“District”) and _____ (“Company”), located at _____, telephone no. _____. District and Company are referred to herein individually as “Party” and collectively as “Parties.”

WHEREAS, District has received a grant through the State of California (“CalWORKs”) to develop/redesign/repackage programs which have high access to internship opportunities in Orange County; and

WHEREAS, District has established a program model consisting of short-term, open entry/exit, and involving a minimum of 32 hours per week including classroom lecture and lab internships, skill building, work readiness activities, and other work activities, all of which include certain basis skills (“Program”); and

WHEREAS, Company is in a position to utilize the services of District’s students in unpaid internships under the Program:

District and Company agree as follows

1. The term of this Agreement shall be from _____ (beginning date) through _____ (end date).
2. Company agrees to utilize the services of students furnished by District who are eligible to participate in the Program. The specific services to be performed by said students will be set forth in the form attached hereto as Exhibit A.
3. Company agrees:
 - a. To comply with all Program requirements.
 - b. To comply with all local, state, and federal laws, rules, and regulations.
 - c. To the extent that Company is able, to utilize the services of qualified students referred to it by District who are eligible to participate in the Program.
 - d. To submit to District the following information:
 - (1) the total number of internship positions available;
 - (2) a description of each available internship position
 - (3) the skills required of the prospective work-study student employee; and
 - (4) the educational benefits provided by the internship position.
 - e. To notify District promptly of any change affecting any student’s internship. District should be notified if a student is not performing satisfactorily, if other adjustments are necessary to effect a better internship, or if a student’s weekly hours of internship change.
 - f. Company may interview prospective CalWORKs work-study employees. District will provide Company and each student intern with adequate information to facilitate proper placement.
 - g. To not unlawfully discriminate among applicants on the basis of race, creed, color, sex, religion, Vietnam veteran era status, national origin, marital status, age, disability, sexual orientation, or medical condition, or subject any applicant to any discriminatory practices prohibited by state or federal law.
 - h. The internship position shall not violate any applicable collective bargaining agreement, or fill any vacancies created by a labor dispute.

- i. The hours of internship shall not be reduced below the number agreed to initially. Company shall provide District a copy of each students' time cards for each applicable period.
- j. Not to terminate a student's internship except for good cause.
- k. Company shall provide each student intern with reasonable supervision and allow reasonable inspection by District,
- l. Provide worker's compensation coverage for every student interning with Company,
- m. Maintain accurate records of the hours worked by each student on a form designed or approved by District.
- n. Provide in writing upon termination of internship the reasons therefor if terminated prior to agreed term of internship.

4 District agrees to:

- a. Determine Company's eligibility to participate in the Program.
 - b. Review the work-study positions offered and determine whether they satisfy the program requirements.
 - c. Screen and refer only eligible students to prospective employers.
 - d. Notify Company of any student who may become ineligible for further participation in the Program.
5. Company hereby releases, discharges, and agrees to hold harmless District, and College, and each of their trustees, employees, agents, and representatives from any and all liability arising out of or in connection with any student's enrollment in the Program, or from any actions or inaction by Company. For purposes of this release, "liability" means all claims, demands, losses, causes of action, suits, or judgments of any kind that Company or its officers, directors, agents, or employees may have against District, College, or any of their trustees, employees, agents, and representatives because of any actions or failure to act by any student in the Program or by Company, its officers, directors, agents, or employees which causes any personal injury, accident, illness, death, or any loss or damage to property that results from any cause other than fraud or willful misconduct by District.
6. Company agrees to indemnify, defend and hold harmless District and its authorized agents, trustees, volunteers, employees, and students from any and all claims, actions, losses, damages, and/or liability arising out of the performance of this Agreement, or from any cause whatsoever which may arise because of the negligence, misconduct, or other fault or wrongdoing of Company including any acts, errors, or omissions of any officers, , employees, or agents of Company, including any costs and expenses incurred by District.
7. Neither Party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other Party which may be withheld by either Party in its sole and absolute discretion.
8. Either Party may terminate this agreement without cause by giving 30 days prior written notice to the other Party of its intentions to terminate. In the event of termination, Company agrees to allow any student then employed to complete student's term of employment.
9. This Agreement, and each completed Exhibit A for each student, constitute the entire agreement of the parties. There are no representations, covenants, or warranties other than those expressly stated herein. No waivers or modifications of any of the terms hereof shall be valid unless in writing and signed by both Parties.
10. Any notice or communication required or permitted hereunder or by law relating to this Agreement shall be in writing and served personally, delivered by courier, or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other Party as follows:

To Campus _____

With a copy to : Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626
Attn: Vice Chancellor Administrative Services

To Company _____

_____, CA _____
Attn: _____

With a copy to : _____

_____, CA _____
Attn: _____

and/or such other persons or places as either of the Parties may hereafter designate in writing. All such notices personally served delivered by courier shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposit in the mail.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year herein above stated.

COLLEGE: _____
By _____
Name: _____
Title: _____
Date _____

COMPANY: _____
By _____
Name: _____
Title: _____
Date _____

COAST COMMUNITY COLLEGE DISTRICT

By _____
Name: _____
Title: President, Board of Trustees
Date _____