

Caveat: This agreement should be reviewed by your college or district legal/risk services to make sure it meets all of the requirements of your institution for offering internships or work experience programs

INSERT COMMUNITY COLLEGE DISTRICT NAME
STANDARD AGREEMENT FOR
STUDENT INTERNSHIP PROGRAM

THIS AGREEMENT is made and entered into this ____ day of _____, _____, by and between **INSERT COMMUNITY COLLEGE DISTRICT NAME** (hereinafter "College") and _____ (hereinafter "Employer").

- A. **Insert Community College District Name** has a formal Internship Program to provide its students with work-based learning experiences while earning college credit.
- B. As part of its Program, the College contracts with businesses and with public and private non-profit agencies to provide to student interns short-term, one-time, paid or unpaid supervised work experiences, with specific learning goals and outcomes, in order to provide the students a connection between their classroom studies and the workplace.
- C. Employer is a [*private company/public agency/nonprofit agency etc.*] with [##] sites/facilities, [all/##] of which shall be available for internships under this Agreement.
- D. The parties agree that it is in their mutual interest and to their mutual advantage to place the College's intern students at and with Employer for training and experience;

NOW, THEREFORE, the parties agree as follows:

- 1. The term of this Agreement shall be from _____ and continue until terminated by the way of Paragraph 3.
- 2. Each semester, the College shall place and the Employer shall accept up to _____ interns for internships. Each internship shall last *one semester (17 weeks)*. *Each student shall be provided with _____ hours per week of work experience.*
- 3. Either party to this Agreement may terminate said Agreement without cause by giving a 60-day written notice to the proper legal representative of the other party. The Employer however shall not terminate this contract without cause in such a manner or with such timing that any of the College's students shall be unable to complete his or her current internship. Either party may terminate this contract **for cause** upon five (5) days notice, provided that the other party has

been informed of the cause and is unable or unwilling to make the changes necessary to fix the problem immediately.

4. The Employer shall ensure that it shall have a mutually agreed upon number of supervisory personnel on site each day.
5. Interns participating in this program shall be enrolled for credit in a formal approved College course and shall not receive any monetary compensation for work performed pursuant to **this** Agreement from *either the Employer or the College*.
6. Upon completion of the internship, the Employer may pay the intern any mutually agreed upon hourly rate of work performed outside of this Agreement.
7. The Employer shall:
 - a. designate for each site or facility (hereafter "site") at which interns will be working, a Site Supervisor who shall be the Employer's representative and the key person at the site responsible for implementing this agreement. The Site Supervisor shall participate in the design of each student's objectives, determine whether a student can reasonably accomplish a set of objectives in the time available and participate in the student's final evaluation;
 - b. permit students and College Instructor of Records free access to appropriate facilities for learning experiences at sites for such periods of time and for such experiences as shall be mutually agreed upon between the Employer and the College;
 - c. provide job orientation concerning company office procedures, laboratory procedures (when relevant), staff relations, and duties of the intern;
 - d. provide training, guidance, and supervision of the intern;
 - e. assign sufficient quality work (based on stated learning objectives) to occupy the intern during scheduled work hours;
 - f. communicate regularly with the instructor of record;
 - g. accurately complete timesheets and list accomplishments of the intern on a regular basis;
 - h. attend a training session to gain an understanding of the learning objectives and outcomes, and how to direct the intern to accomplish these objectives;
 - i. adhere to all health and safety laws and regulations;

- j. maintain workers' compensation insurance coverage for any interns paid by Employer for work performed under this Agreement, in accordance with Education Code Section 78249;
 - k. maintain combined bodily injury and property damage liability insurance with limits of not less than one (1) million dollars per occurrence and three (3) million dollars in aggregate;
 - l. provide adequate space for ongoing, periodic conferences to be conducted by the College's instructors;
 - m. orient the College's Instructor of Records to the Employer policies and activities before each internship begins. The Employer shall inform the College of any changes of its policies and procedures in a timely manner;
 - n. provide, within its capabilities, any necessary emergency treatment to students, without charge to them or the College, while they are engaged in work-related assignments at the Employer. However, except as otherwise provided by this Agreement or by law, it is not required to provide extended medical or surgical services;
 - o. defend, indemnify, and hold harmless the College from any liability or damages the College may suffer as a result of claims, demands, costs, or judgments against it arising out of the operation of the program covered by this Agreement resulting from the negligence, wrongful acts or omissions of the Employer, its officers, its employees, or authorized agents.
 - p. Not discriminate on the basis of race, national origin, sex (gender and sexual orientation), age, religion, disability, or marital and Vietnam era status in any of its policies, procedures, or practices.
8. The College shall:
- a. accept full responsibility for the development, organization, and implementation of the Course curriculum under the direction of an Instructor of Record who shall be a qualified professional educator employed by the College and shall be the College's representative responsible for implementing this agreement;
 - b. provide supervision and instruction for the internship experience;
 - c. provide guidance to students during their internships to meet the objectives of the curriculum;

- d. accept full responsibility for the selection and guidance of learning experiences to meet the objectives of the prescribed curriculum;
 - e. provide instructional leadership to all students enrolled in the Internship programs and to provide such discipline or corrective actions as may be required;
 - f. go through the proper Employer channels in planning *observational and practical experiences*.
 - g. keep the designated Site Supervisor informed of the schedules of students assigned to the site and consult with the Site Supervisor concerning student assignments;
 - h. defend, indemnify, and hold harmless the Employer from any liability or damages the Employer may suffer as a result of claims, demands, costs, or judgments against it arising out of the operation of the program covered by this Agreement resulting from the negligence, wrongful acts or omissions of the College, its employees, students, or authorized agents;
 - i. carry Workers' Compensation insurance on all students, except for paid interns covered by the Employer's Workers' Compensation Insurance to this Agreement, during their internship assignments as required by Education Code Section 78249. Such Workers' Compensation carried by the College shall provide a waiver of subrogation against the Employer;
 - j. maintain combined bodily injury and property damage liability insurance with limits of not less than one (1) million dollars per occurrence and three (3) million dollars in aggregate covering obligations and liabilities of College referred to herein.
9. Each Intern and Instructor of Record shall be subject to the rules and regulations of the Employer and shall conform to all requirements and restrictions specified jointly by the representatives of the College and the Employer.
 10. The *Insert College District Name* Internship Program Guidelines shall be incorporated by this reference into this Agreement. Any inconsistencies or conflicts between the two documents shall be resolved in favor of the provisions of this Agreement.
 11. In the event a student is suspected of being under the influence of drugs, alcoholic beverages or other chemicals, the Instructor of Record and/or the Site Supervisor has the authority to exclude the student from the facility pending drug or alcohol testing or medical exam, as appropriate. Any student found to be under the influence of drugs, alcohol or other chemicals, or found to be otherwise

mentally or physically unfit to work in the Employer's business environment, shall not be allowed to participate in the program at the Employee's site.

12. The Employer and the College will cooperate in the periodic evaluation of the effectiveness of the program.
13. The Employer recognizes that the College is responsible for the learning experiences of students but reserves the right, in all emergency situations requiring immediate solution, to resolve the situation in favor of the safety of the public and the Employer's own employees and business by immediately placing the student in the position of an observer or removing the student from the site, with subsequent clarification to follow between Instructor of Record and Employer.
14. The standards of the Internship program and the Employer shall be maintained at levels equal to or exceeding all applicable Federal, State, and local standards;
15. Neither party shall assign this Agreement without the written consent of the other party.

APPROVED:

APPROVED:

*INSERT COMMUNITY COLLEGE
DISTRICT NAME
INSERT ADDRESS INFO
INSERT CITY, STATE, ZIP*

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____