

Work Experience Program Employer Agreement

This Work Experience Employer Agreement ("Agreement") is by and between the Los Rios Community College District ("Institution") and

_____("Employer"), a
_____(non-profit, private, post-secondary educational institution, etc.).

A. Purpose of Agreement

The purpose of this Agreement is to document the obligations and responsibilities of Institution and Employer for the benefit of Institution's students in accordance with Institution's work experience education policies or procedures.

B. Supervisory Obligations

Institution and Employer have supervisory obligations with respect to work experience students placed at the employer's site

The appropriate college representative, the Employer, and the student shall sign a learning agreement. The learning agreement shall document the following:

1. the work experience education student's individual educational objectives aligned with the course outline of record;
2. the hours of work and a clear explanation of the student's work experience job duties;
3. the responsible supervisors at the college and the employment site;
4. a commitment from the employer and the college that students will receive regular and substantive feedback, and written evaluations of their progress toward meeting their learning objectives; and
5. any other matters deemed appropriate by the Institution.

C. Student Worker' Compensation Coverage

Arrangements for the payment of student workers' compensation coverage, which must be covered by employers of paid work experience student employees, but is subject to negotiation with respect to unpaid work experience student employees.

D. Employer's Acknowledgement

Employer acknowledges and agrees to the following:

1. The Employer's intent is to provide a continuous work experience during the enrollment term of each work experience student and validate all student hours worked;
2. The Employer's agreement is to provide adequate facilities, equipment, and materials at the work experience site to achieve the learning objectives;

3. Work-experience education involves apprenticeable occupations with division 3, chapter 4 of the Labor Code (sections 3070 through 3100), and with any applicable rules, regulations, and standards adopted by the California Apprenticeship Council;
4. Work experience education shall be conducted in compliance with the requirements of applicable rules and regulations, including all state and federal laws applicable to the employment of minors apply to work experience education courses; and
5. Affiliation Agreements and/or Memoranda of Understanding between an Employer and the Institution are specifically intended for clinical or practicum purposes and should not be interpreted as fulfilling any obligations related to Work Experience requirements

E. Notice

Any notice required or permitted by this agreement shall be sent to the parties via U.S. mail or email at the addresses shown below. Either party may change its address by written notice to the other during the term.

Los Rios Community College District

Employer Name

Theresa Milan

Name of Signer on Behalf of Employer

Associate Vice President, Workforce

Title of Signer on Behalf of Employer

Development and Online Engagement

Employer Address (1)

1410 Ethan Way

Employer Address (2)

Sacramento, CA 95825

Employer Email

(916) 563-3216

Employer Phone

F. Terms

The term of this agreement is one year from the date of signature of this Agreement. Both parties are required to provide any changes in writing if the Supervisor or key personnel change. This agreement will automatically be renewed on an annual basis until terminated pursuant to section G of this Agreement.

G. Termination

This agreement may be terminated by either party without cause by providing one month written notice to the other party. Upon notice of termination, this agreement shall terminate within a month of the date of receipt.

H. Non-Discrimination

Employer shall not discriminate against student applicants for any work experience employment. Employment of Institution's students shall be free from discrimination and harassment based on race, sex, disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other protected class and characteristic in California state law and federal law.

I. Indemnification

Employer hereby agrees to defend, indemnify, and hold harmless the Institution from and against any loss, cost, damage or liability arising out of, or in connection with, any claim arising out of this agreement or in performance of this agreement. This provision covers any negligence or actions by Employer's agents or employees in connection with this agreement, and includes any claims or actions brought by work experience student employee or potential work experience student employees in connection to the work experience program, or claims arising out the work experience student employee's conduct while employed with Employer under the work experience program.

J. Non-Assignment

Neither party shall voluntarily, or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this section shall be void and the Agreement may be terminated.

K. Entire Agreement

This Agreement is the entire agreement between the parties. No other agreements, oral or writing, have been entered into with respect to the subject matter of this Agreement.

L. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Each party hereby agrees that any action which, in whole or in part in any way arises under this agreement shall be brought in the state courts in Sacramento, California, or federal courts in the Eastern District of California. Each party hereby submits itself to the exclusive jurisdiction and venue of such courts for purposes of any such action.

Signatures

Each of the persons signing this MOU represents that they have authority to sign on behalf of and to bind such party.

Los Rios Community College District

Employer Name

Name of Signer on Behalf of Employer

Title of Signer on Behalf of Employer

Signature

Date

EXAMPLE