

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

Cooperative Work Experience Education Program
Unpaid Internship Agreement

I understand that by registering to participate in the Cooperative Work Experience Education program I agree to the following terms and conditions:

This Agreement is entered into by and between Santa Clarita Community College District ("District") and your company, as registered to participate in the Cooperative Work Experience Education program, ("Agency"). The District and Agency may be referred to herein individually as "Party" and, collectively, as "Parties."

1. SCOPE

- A. The District has made a commitment to support Cooperative Work Experience Education ("CWEE") program. The CWEE program was established to support the efforts of CWEE Students ("Student", "Students") and community partners.
- B. Agency recognizes the opportunity for meaningful and beneficial partnerships and learning experiences for the District, the Agency and the CWEE Students.
- C. Unpaid internships through CWEE must comply with the following requirements according to the Fair Labor Standards' Act: (1) The work performed is an extension of a trade studied by the Student; (2) the work experience benefits the Student. For example, the intern earns college credit or valuable work experience; (3) the intern does not displace regular employees; (4) the employer gains no "immediate advantage" from the Student's work. The courts consider billing clients for work performed by an intern an advantage; (5) the employer makes no promise of future employment; (6) the intern understands that he/she is not entitled to wages for the time spent in the internship or in training.

2. TERM

The Term of this agreement shall be for a period not to exceed five (5) years beginning the date of registering herein to participate in the CWEE program.

3. TERMINATION

Either District or Agency may, at any time, with or without cause, terminate this agreement by providing written notice to the other party prior to the termination date.

4. GENERAL PROVISIONS

- A. Insurance - District shall, pursuant to the provisions of Education Code Section 78249, be considered to be the employer of students participating in the work experience program hereunder for the limited purpose of providing worker's compensation insurance and shall provide such insurance at District's own cost and expense. Should Student be compensated by Agency, Student will be under Agency's worker's compensation insurance with coverage as required by statutory insurance requirement of the State of California and Agency. Agency shall maintain Commercial General Liability insurance to protect Agency and District against liability or claims of liability which may arise out of this agreement with a limit of not less than One Million Dollars (\$1,000,000).
- B. Indemnification - Agency agrees to hold harmless and indemnify District, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by Agency, of its duties and responsibilities under this agreement, unless such performance or nonperformance occurred at the direction of or was caused by District. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

District agrees to hold harmless and indemnify Agency, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by District, of its duties and responsibilities under this agreement, unless such performance or nonperformance occurred at the direction of or was caused by Agency. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

- C. Affirmative Action – Agency agrees not to engage in unlawful discrimination on the basis of race, color, religion, national origin, ancestry, sex, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status. Agency further agrees to promote a work environment free from sexual harassment.
- D. Governing Law – All contracts and purchase orders shall be construed in accordance with, and their performance governed by, the laws of the State of California. Further, Agency and District shall comply with any state or federal law applicable to Agency's performance under this agreement.
- E. Assignments – Without the mutual, written consent of District and Agency, this agreement is not assignable in whole or in part.
- F. Alterations and Integration – No alteration or variation of the terms of the agreement shall be valid unless made in writing and signed by the Parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- G. Endorsement – Nothing contained in this agreement shall be construed as conferring on any Party hereto, any right to use the other Parties name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other Party(ies). Furthermore, nothing in this agreement shall be construed as endorsement of any commercial product or service by the District or Agency, its officers or employees.
- H. Survival – Upon termination of this agreement for any reason, the terms, provisions, representations and warranties contained in this agreement shall survive expiration or earlier termination of this agreement.
- I. Severability – If any provision of this agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.
- J. Signature Authority - Each person signing this Agreement represents that he or she is authorized and empowered to enter into this Agreement by the party on whose behalf the signature is made.
- K. Entire Agreement – This agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supercedes all prior agreements and understandings with respect thereto. No representation, promise, inducement or statement of intention has been made by any Party hereto that is not embodied herein and no Party shall be bound by, or liable for, any alleged representation, promise, inducement or statement not set forth herein.