

ALLAN HANCOCK COLLEGE WORK EXPERIENCE EDUCATION PAID/UNPAID JOB SITE AGREEMENT

The purpose of this agreement is to identify the standards and conditions under which the College and a company or Agency may enter into an agreement to provide paid or unpaid work-learn experience to cooperatively train a student in a job related to a specific major or course of study. The parties involved will be the company or Agency, called the "Agency," agreeing to provide a training experience to a student; the Work Experience Education program of Allan Hancock College, or the "College," and the student.

The Work Experience Education Program of the College is operated in compliance with sections 55250-55257 of Title V, of the California Code of Regulations.

According to the State Labor Code, Section 3368, Allan Hancock College assumes Worker's Compensation responsibility for the student internship when the employer is not paying the student and when the internship meets these conditions as set forth in Federal Labor Law and Title V:

- 1. The student named below is enrolled in a Work Experience Education course at Allan Hancock College.
- 2. This internship program is open to all without regard to race, religious creed, color, national origin, ancestry, physical disability, mentor disability, medical condition, marital status, sex, age, or sexual orientation.
- 3. There is a structured training program identified on the Learning Objective Agreement between the college, student, and employer; the hours of work are verified; and an evaluation is completed along with other course work by the end of the semester. Interns are not independent contractors, and it is the parties' mutual intent that interns are not employees of either College or Agency for purposes of minimum-wage and overtime laws.
- 4. The focus of the training is primarily for the benefit of the student. If travel is required, the intern must accompany the supervisor who will be the designated driver.
- The intern does not displace other paid workers.
- 6. The student is not guaranteed a job as a result of the training; however, the intern may be offered a paid position at any time during the training by arrangement between the employer, instructor and the student.
- 7. There is an understanding that the student is not entitled to pay during this training experience; however, that change can be mutually made at any time during or after the initial training experience.

STUDENT AGREEMENT: I agree to cooperate with the Agency and the instructor in this internship, to accept responsibility to keep a regular work schedule by arrangement with the employer and the instructor; to put in all the hours of work agreed upon; as well as the Work Experience Education course requirements in accordance with Title V including: writing and completing the Learning Objective Agreement, compliance with all other course requirements and the resulting grade from this course. I will not terminate the internship without first conferring with the supervisor and the Work Experience Instructor. STUDENT SIGNATURE: **AGENCY AGREEMENT:** The Agency agrees to cooperate with the College and the student to provide a training experience to the student's major or program. It is understood that this may be an Unpaid Internship and that the student may not be paid for this work experience, but may continue as a paid employee. It is understood that Allan Hancock College assumes Worker's Compensation responsibility for the student when the student is not paid and not covered otherwise, and that the student will not work as an intern before or after the semester. Students paid by Employer shall be under the Employer's worker's compensation and/or liability insurance as required by law. The Agency agrees to provide the intern a safe professional working environment free from sexual harassment and unlawful discrimination. Finally, the Agency agrees not to terminate the student or the internship without first conferring with the student and the Work Experience instructor. AGENCY SIGNATURE: **COLLEGE AGREEMENT:** The College agrees to refer qualified and interested students to the Agency, to provide counsel and guidance to the student. The College will grant academic credit for this work experience when all assignments are completed. It is understood that the student may not be paid for this work experience, and under these conditions that Allan Hancock College assumes responsibility for Workers Compensation when the student is not paid and not covered otherwise, and the student will not work as an intern before or after the semester in this program. __ DATE: INSTRUCTOR SIGNATURE: This agreement is between AHC Work Experience Specialist and Student. STUDENT: MAJOR: _____ AGENCY: ___ HOURS PER WEEK: ___ ADDRESS: ____ WORK SCHEDULE: CITY/STATE/ZIP: _____ WEE UNITS: _____ CONTACT PERSON: SESSION: FALL / SPRING / SUMMER (CIRCLE ONE) PHONE: __ Beginning ___ /___ / ___ , Ending ___ /__ /___