



RESOLUTION NO. 077-2016

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

Los Rios Community College District Unpaid Internship Agreements

WHEREAS, the County of El Dorado Health and Human Services Agency (HHSA), is a department of the County of El Dorado and is overseen by the County of El Dorado Board of Supervisors; and

WHEREAS, HHSA desires to enter into contracts with Los Rios Community College District to provide unpaid work-learn experience to cooperatively train a student in a job related to a specific major or course of study; and

WHEREAS, through the Los Rios Community College District Unpaid Internship, participants are given the opportunity to gain training and/or work experience to improve their employability in the open job market; and

WHEREAS, HHSA, working with County Counsel and Risk Management, was given a boilerplate agreement by Los Rios Community College District called the "Los Rios Community College District Unpaid Internship Agreement; and


WHEREAS, the boilerplate agreement defines the roles and responsibilities of the County, the Los Rios Community College District participant, and the Los Rios Community College District.


NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of the County of El Dorado hereby delegate authority to the Director of the Health and Human Services Agency, or designee, to execute future Los Rios Community College District Unpaid Internship boilerplate agreements, using the "Los Rios Community College District Unpaid Internship Agreement" template attached hereto as Exhibit A.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 3rd day of May, 2016, by the following vote of said Board:

Attest:
James S. Mitrisin
Clerk of the Board of Supervisors

Ayes: Veerkamp,Novasel,Mikulaco,Frentzen,Novasel
Noes: None
Absent: None

By: 
Deputy Clerk


Ron Mikulaco, Chair, Board of Supervisors

LOS RIOS COMMUNITY COLLEGE DISTRICT
American River College-Cosumnes River College-Folsom Lake College-Sacramento City College
Cooperative Work Experience Education
UNPAID INTERNSHIP 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 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 Cooperative Work Experience Education program of one or more of the Los Rios colleges, or the "College," and the student.

The Cooperative Work Experience Education Program of the colleges 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, Los Rios CCD 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 Cooperative Work Experience course at the Los Rios College.
2. This internship program is open to all without regard to race, religious creed, color, national origin, ancestry, physical disability, mental 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.
5. 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 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 _____ DATE _____

AGENCY AGREEMENT: The Agency agrees to cooperate with the College and the student to provide a training experience related to the student's major or program. It is understood that this is an Unpaid Internship and that the student will not be paid for this work experience, but may continue as a paid employee. It is understood that the Los Rios CCD 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. 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 _____ DATE _____

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 will not be paid for this work experience, and under these conditions that the Los Rios CCD assumes responsibility for Workers Compensation 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 in this program.

INSTRUCTOR'S SIGNATURE _____ DATE _____

DEAN'S SIGNATURE _____ DATE _____

STUDENT: _____ * Instructor Name: _____

I . D . # _____ * This agreement is between (check one)

_____ * ARC CRC FLC SCC

AGENCY: _____ * College Work Experience Coordinator and Student

_____ * MAJOR: _____

ADDRESS: _____ * HOURS PER WEEK: _____

CITY/STATE/ZIP: _____ * WORK SCHEDULE: _____

CONTACT PERSON: _____ * UNITS OF CREDIT: _____

PHONE: _____ * SESSION: FALL/SP/SMR/9W (CIRCLE ONE)

_____ * Beginning ___/___/___, Ending ___/___/___

**ADDENDUM TO UNPAID INTERNSHIP AGREEMENT
LOS RIOS COMMUNITY COLLEGE DISTRICT**

Administrator: The County Officer or employee with responsibility for administering this Agreement is (name), (title), (department), or successor.

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____
Name, Title
Health and Human Services Agency

Requesting Department Head Concurrence:

By: _____ Dated: _____
Don Ashton, M.P.A., Director
Health and Human Services Agency