EDUCATION AGREEMENT

THIS AGREEMENT is entered into this _______ day of ________________, 20____,
by and between Ohlone Community College District, hereinafter referred to as “College”,
and _____________________ hereinafter referred to as “Agency”.

WITNESSETH:
WHEREAS, College desires to provide for the instruction of its students in the skills, attitudes and
understandings necessary for success in employment by means of a program of work experience
education; and
WHEREAS, College has adopted a plan for providing career work experience programs for its
students, which plan has been submitted to and approved by the Board of Governors of the
California Community Colleges; and
WHEREAS, Agency is in sympathy with the educational objective of providing work experience for
the student of College; and
WHEREAS, Agency is in a position to provide workstations for students enrolled in the work
experience program and to participate in said program for the educational benefits of students;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:
College shall select those students eligible to participate in the work experience program pursuant
to this agreement. All students shall meet the eligibility requirements specified in the approved
work experience program of College and in applicable regulations of the Board of Governors of the
California Community Colleges.
1. College shall furnish the name of each eligible student selected to participate in the work
experience program hereunder to Agency, together with such information regarding said student’s
work skills, educational program and career goals as will enable Agency to determine whether
suitable positions are available to said students.
2. Agency shall provide workstations for said students furnished by College who are eligible to
participate in the work experience program and who are qualified and acceptable to Agency.
Agency may reject students who are not qualified or are otherwise not acceptable and may reject
the services of any student when it determines that no suitable positions are available.
3. Agency may terminate the services of any student hereunder if the student does not perform
satisfactorily or if Agency determines at any time that no suitable position is available.
4. Agency shall not compensate students for any services provided hereunder, and students
performing services for Agency hereunder shall not be considered to be employees of Agency.
5. College 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
College’s own cost and expense.
6. Agency shall:
   A. assign students performing services hereunder to positions providing experience consistent
      with the purpose of the work experience program,
   B. instruct students as to Agency’s rules and regulations to be adhered to while performing
      services hereunder,
   C. provide adequate supervision to ensure a planned program of job activities in order that
      assigned students may receive maximum educational benefits,
   D. verify the hours of the student’s attendance at his or her work station on forms provided
      by the College,
E. assist the College with a performance rating of each student performing services hereunder. Said performance rating shall be accomplished on forms provided by the College,

F. consult with the advisor-instructor assigned to each student by College regarding problems which may arise pertaining to students’ on-the-job performance behavior,

G. provide overall desirable working conditions that meet the requirements of law and which will not endanger the health, safety, or welfare of students, and

H. permit the advisor-instructor of each student to observe the pupil while performing services hereunder.

7. Agency shall not utilize the services of any student pursuant to this agreement to displace or replace any Agency employee, to impair existing contracts for services, or to fill any vacant classified Agency position or assign any work related to the activities of any sectarian organization or to any partisan or nonpartisan political activities.

8. College warrants that it is a school district administered by the Ohlone Community College District and that it comes within the provisions of Education Code Section 78249, and that it is legally the employer of a College student while said student is obtaining work experience with Agency pursuant to a work experience program offered by College. The Agency shall defend, indemnify and hold harmless the Ohlone Community College District, its officers and employees, and each of them, from any suit, claim, liability or attorney fees for personal injuries or damages arising out of any conduct of Agency or its officers or employees under the provisions of this agreement. The Ohlone Community College District shall defend, indemnify and hold harmless the Agency, its officers and employees, and each of them, from any suit, claim, liability or attorney fees for personal injuries or damages arising out of any conduct of College or its officers or employees under the provisions of this agreement.

9. The Ohlone Community College District, Fremont, California, in compliance with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (45 CFR86), and Sections 503 and 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of race, color, national origin, religion, sex, or handicap in any of its policies, procedures, or practices; nor does the District, in compliance with Age Discrimination in Employment Act of 1967 and Section 402 of the Vietnam Era Veterans Readjustment Act of 1974, discriminate against any employee or applicants for employment on the basis of age or because they are disabled veterans or veterans of the Vietnam era. This nondiscrimination policy covers admissions, access, and treatment in the District’s programs and activities, and application for the treatment in District employment.

In conformance with District policy and pursuant to Executive Order 11246 and 11375, Section 503 of the Rehabilitation Act of 1973, and Section 402 of the Vietnam Era Veterans Readjustment Act of 1974, the District is an affirmative action/equal opportunity employer.

Inquiries regarding the District’s equal opportunities policies may be directed to the Director of Human Resources or the 503/504 Compliance Officer. In addition, inquiries may be directed to the Director of the Office of Civil Rights, Department of Health, Education and Welfare, Washington, D.C. 20201.

10. All laws or rules applicable to minors in employment relationships are applicable to students participating in the work experience program pursuant to this agreement. Such laws would not apply to students participating in the work experience program who are not minors.
11. This agreement may be terminated or modified at any time upon the mutual consent of the parties hereto. Any such termination or modification must be made in writing and signed by the parties hereto.
12. The Agency will accept and assign students to jobs and otherwise treat the students without regard to race, color, national origin, sex, age or handicap.
13. Any notice to be given to either party or by the other shall be in writing and shall be served either personally or by registered or certified mail addressed as follows:

College: Ohlone Community College District
43600 Mission Boulevard
Fremont, California 94539

Agency: _________________________________
_________________________________
_________________________________

IN WITNESS WHEREOF
the parties hereto have executed this agreement on the date and year first above written.

_________________________________ OHLONE COMMUNITY COLLEGE DISTRICT
PRINT AGENCY NAME

_________________________________
SIGNATURE OF AGENCY REP. INSTRUCTOR

_________________________________
PRINT NAME OF AGENCY REP. DEAN, WORKFORCE DEVELOPMENT

_________________________________
TITLE OF AGENCY REP. VICE-PRESIDENT BUSINESS SERVICES