

# Victor Valley Community College

18422 Bear Valley Road, Victorville, CA 92395

Phone (760) 245-4271 x2594 Fax (760) 843-6747

## Off-Campus Employer Participation Agreement CalWORKs Work-Study/Internship Program

Community Help Center

5555 Paz Road

Victorville, CA, 92395

(555) 242-6400

Victor Valley Community College CalWORKs Work Study/Internship Program is designed to assist students in obtaining valued work experience. Our goal is to prepare students for long-term employment success that would eliminate their need for public assistance. The terms of this agreement are listed below.

### TERMS OF CALWORKS WORK-STUDY/INTERNSHIP PROGRAM AGREEMENT

#### The Employer agrees to....

- a. Ensure that the Work Study/Internship position will:
- b. Be educationally beneficial and/or related to a particular career interest.
- c. Provide flexible work hours to accommodate class schedule and develop job skills.
- d. Provide 20 work hours per week as indicated on the third page, which may be adjusted by the CalWORKs program each semester.
- e. Notify the Institution of any changes affecting the student's employment.
- f. Conduct an interview with prospective Work Study/Internship students prior to the acceptance/rejection of students referred.
1. Provide the Institution with an accurate accounting of dates and hours worked and wages earned.
2. Provide adequate supervision of student activities while participating in the Program.
3. Permit, with prior approval, on-site monitoring visits, as needed, by the Institution and Job Placement staff.
4. Not discriminate between applicants on the basis of race, color, sex, religion, age, disability, or national origin, or subject any applicant to any other discriminatory practices prohibited by state or federal law.
5. Ensure the work performed by the student shall not be related to the activities of any sectarian organization or to any partisan or nonpartisan political activities.
6. Ensure that no funds appropriate under this Agreement shall supplant any state, federal, or institutional funds used to support existing paid positions for students in profit or non-profit organizations.
7. Ensure the employment of a CalWORKs Work-Study/Internship student shall not displace workers currently employed by the participating employer or impair existing contracts of service.
8. Ensure the CalWORKs Work-Study/Internship position shall not violate any applicable collective bargaining agreements or fill any vacancies due to a labor dispute.
9. Have in place, at the time of employment of the student, an active Sexual Harassment Policy and shall conduct new employee orientation in accordance with the policy.
10. Have in place an appropriate safety program, including Safe Work Procedures, for specific tasks that the student shall be required to complete. The Employer shall conduct an initial Safety Orientation for each new student worker prior to his/her start of work.
11. Conduct business in accordance with federal, state and local laws, and administrative regulations or policies established under these laws.
12. Submit approved CalWORKs Time Sheets for students paid under the Work Study/Internship Program, to the Institution for reimbursement and/or audit purposes within 5 days following completion of each month.
13. Claim reimbursement by submission of approved CalWORKs Time Sheets.

### **The Institution agrees to . . .**

1. Screen and refer only eligible students to prospective employers.
2. Notify the Employer of any changes that may affect a student's continued eligibility.
3. Review with the Employer and student the terms of the CalWORKs program.
4. To provide no more than 75% of the Work Study/Internship student's earned wages.

### **ARTICLE I--Worker's Compensation Liability**

1. The Employer agrees to be responsible for paying all employee benefits that the employee is eligible for by law and to provide Worker's Compensation Insurance for all CalWORKs Work-Study/Internship students employed under this contract. The Employer shall provide evidence that such Workers Compensation Insurance is in effect. Victor Valley Community College will not reimburse the employee for benefits or Worker's Compensation Insurance.
2. The Employer shall hold harmless and defend Victor Valley Community College, its Board of Trustees, its officers, agents and employees against any liability, claim or demand resulting from the employment of students under this Agreement and shall indemnify or otherwise satisfy any judgment which may be rendered against Victor Valley Community College for same.
3. The Employer shall secure and maintain Comprehensive Liability (Bodily Injury and Property Damage) Insurance in a single limit of not less than \$1,000,000 covering all operations of the Employer, its employees and students working for the Employer under this Agreement, and shall include a thirty-day cancellation clause. Failure to maintain such insurance or to furnish certificates as specified may result in termination of this Agreement by Victor Valley Community College.

### **ARTICLE II--Method of Payment**

During training, the Employer will also adhere to the following:

1. Pay directly to employed work Study/Internship students their total earned compensation, less appropriate deductions.
2. Claim reimbursement for up to 75% of earned wages on a monthly basis.
  - a. Paid to students certified as eligible by the Institution.
  - b. Earned according to the maximum number of hours subject to reimbursement under this Agreement.
3. Earned according to the maximum number of hours subject to reimbursement under this Agreement submitted for hours worked in excess of maximum hours or, for commissions, bonuses, or other special compensation paid to the student, or for wages earned or paid but not reported to the Institution by the specified deadlines or vacations, sick leave, union dues, and paid holidays.
4. Employer understands that the reimbursement process may take as little as ten days or as long as thirty days depending on the status of the CalWORKs fiscal process at any given time.
5. Employer understands that issues regarding claim reimbursement, time sheets, or this contract are to be discussed between the Employer and the VVC staff only. Information regarding these issues will not be released to, or discussed with, the student.

### **ARTICLE III--Termination**

1. This Agreement shall be subject to the availability of funds granted to the Institution for the Work Study/Internship Program.
2. This Agreement may be amended upon mutual written consent of the Employer and the Institution.
3. The Institution may terminate this Agreement and be relieved of the payment of any consideration to Employer should Employer fail to perform any of the general provisions. In the event of such termination, the Institution may proceed to carry out the purpose of the Agreement in any manner deemed appropriate by the Institution.
4. This Agreement will remain in effect from **08/29/20XX, through 12/31/20XX**, or until terminated by written notice of either party.

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*(CalWORKs Authorized Signature)*

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*(Employer Authorized Signature)*

Tiffany Scott/CalWORKs Placement Specialist  
18422 Bear Valley Road  
Victorville, CA 92395  
760 245-4271 ext. 2361

**CalWORKs  
Work Study/Internship On  
the Job Training  
Addendum**

**Student:** John College

**SS#** 000-00-1961

**ID#** 0000000

**Hours:** 20 hours per week

**Hourly Rate:** \$17.00

**Job Title:** Customer Service Rep/Receptionist

**Business:** Community Help Center

**Contacts:** Terry Winning

**Tax Id#** 00-018422

**Address:** 5555 Paz Road

**City/State/Zip:** Victorville, CA, 92395

**Telephone:** (555) 242-6400

**\*STUDENT WORKS 20 HOURS PER WEEK DURING SCHOOL; WHEN BREAK FROM SCHOOL,  
STUDENT MAY WORK 32 HOURS PER WEEK, WHEN APPROVED BY THE VICTOR VALLEY  
COLLEGE CALWORKS OFFICE.\***

**Beginning Date:** 08/29/20XX

**End Date:** 12/31/20XX

\_\_\_\_\_  
**Employer Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Tiffany Scott  
(CalWORKs Placement Specialist)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Mason Blanche  
(Director of CalWORKs)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Arthur Lopez  
(Superintendent/President/Vice President)**

\_\_\_\_\_  
**Date**