MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT
COOPERATIVE WORK EXPERIENCE EDUCATION
(CWEE)
AFFILIATION AGREEMENT

NAME OF COMPANY/ORGANIZATION:
ADDRESS:
CITY:
STATE: **ZIP CODE:**
TELEPHONE:
FAX:
COMPANY REPRESENTATIVE:
TITLE:
EMAIL:

This Affiliation Agreement is made and entered into by and between **Mt. San Jacinto Community College District** herein after referred to as the "**District**" and the **"Insert Employer's Name Here"** herein after referred to as the "**Employer**".

The purpose of this Affiliation Agreement is to provide a working and learning opportunity for eligible students enrolled in the Cooperative Work Experience Education Program herein after referred to as the **CWEE** Program. These employment opportunities are called "occupational internships". The occupational internships can be paid or unpaid. The duration of the occupational internships is from the first day of the semester and to the last day of the semester. Both parties agree to the following conditions:

1. **Term.** The date of this Affiliation Agreement will be **"Insert Today's Date Here", 2018 through June 30, 2020.**

2. **Start Date.** The CWEE student shall not start their occupational internship with the Employer until this Affiliation Agreement has been fully approved and signed by all Parties.

3. **Termination:** This Agreement can be terminated by either party, without cause, by providing sixty (60) days written notification to the other party prior.

4. **Worker's Compensation Insurance Requirements:** While the student is participating in the occupational internship – the following must be adhered to:

   a. If the student is to be unpaid, the student will be covered under the District's Worker's Compensation insurance.

   b. If the student is to be paid, the Employer will be held responsible for providing Worker's Compensation insurance coverage for the student.

5. **Commercial Liability Insurance Requirements.** The District maintains for itself commercial general liability insurance coverage in the minimum amounts of $1,000,000 per occurrence (combined single limit for bodily injury and property damage); $1,000,000 for

personal and advertising injury liability; $1,000,000 aggregate on products and completed operations and $2,000,000 for general aggregate.

6. The Employer is required to provide a copy of their certificate of insurance to the District's Business Services Department upon execution of this Agreement.

7. **Student Employment Status.** If the student is to be paid for their occupational internship, the student is considered an employee of the Employer. The Employer will adhere accordingly to all applicable local, state and federal employment rules and regulations.

    a. If a student's employment status changes – unpaid to paid or paid to unpaid, the Employer must notify the District's CWEE Coordinator.

8. **Cooperative Work Experience Education Program (CWEE) Contact Information.** If there should be any questions pertaining to the CWEE Program or the student's occupational internship - contact Matt Leyden, CWEE Coordinator at (951) 639-5437 or mleyden@msjc.edu.

9. **Mutual Hold Harmless and Indemnification:** The District and the Contractor will mutually protect, indemnify, and hold each other harmless from any costs, losses, claims, demands, suits, actions, payments and judgments, or other liabilities or expenses, including legal and attorney's fees, arising from personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above that may arise for any reason from or during or be alleged to be caused by the errors, acts or omissions of those involved in this Agreement.

10. **Confidentiality:** The District and the Employer will perform the services as outlined in this Agreement in accordance with the privacy and confidentiality rules and regulations as mandated by federal, state, and or local laws. The District and the Employer will not disclose any confidential information to a third party except as required by law.

11. **Non-Discrimination:** The Employer will not illegally discriminate against any person because of sex, race, disability, national origin, veteran's status, sexual preference or religion, and agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination, equal employment opportunity and affirmative action.

12. **Applicable Law:** This Agreement will be subject to and will comply with all federal, state and local laws and regulations applicable with respect to its performance under this Agreement.

13. **Governing Law, Jurisdiction and Venue.** This Agreement will be governed, construed and enforced in accordance with the laws of the State of California. The jurisdiction will be the State of California and the venue will be Riverside County, California.

14. **Affiliation Agreement.** Sign and return this Affiliation Agreement via e-mail (preferred method) to Business Services at: businessservices@msjc.edu, or by mail to Mt. San Jacinto Community College District, Business Services Department, 1499 N. State Street, San Jacinto, CA 92583.

15. **Entire Agreement:** This Agreement contains the entire Agreement between the parties and supersedes all prior written and oral agreements with respect to the subject matter herein. Any modifications will require mutual agreement by both parties. This Agreement may only be amended by a written amendment approved and signed by both parties.

16. **Execution of Agreement.** This Agreement will not become effective or in force until all of the parties named below have fully executed this Agreement. Only the legally authorized representative of each Party is allowed to sign this Agreement.

Mt. San Jacinto Community College District

Signature: _____
Name: Beth Gomez
Title: Vice President of Business Services
Date: _____

"Insert Employer's Name Here"

Signature: _____
Name: _____
Title: _____
Date: _____