



**BUTTE-GLENN COMMUNITY COLLEGE DISTRICT**  
3536 Butte Campus Drive, Oroville, CA 95965

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**EXPERIENTIAL EDUCATION PARTNERSHIP AGREEMENT  
LEARNING-ALIGNED EMPLOYMENT PROGRAM**

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*District is the Employer*

This Experiential Education Partnership Agreement ("Agreement") is made and entered into by and between the Butte-Glenn Community College District ("District"), and \_\_\_\_\_ ("Agency").  
City of Orland

The Butte-Glenn Community College District is a political subdivision of the State of California and a public postsecondary educational institution pursuant to California Education Code Section 70902. References to "District" include all campuses within the Butte-Glenn Community College District, its officers, officials, employees, volunteers, students, agents, and assigns.

**BACKGROUND**

- A. The District desires to provide its students ("Student" or "Students") with opportunities for all forms of learning or serving through off-campus experiences, including work experience education, internships, externships, and volunteering.
- B. The District administers the Learning-Aligned Employment Program ("LAEP") to provide eligible Students with the opportunity to earn money to help defray their educational costs, while gaining education-aligned, career-related experience.
- C. The Agency is willing and capable of providing a learning-aligned opportunity for Students.

**AGREEMENT**

**The District and Agency agree as follows:**

- 1. **Term and Termination.** This Agreement shall commence on March 5, 2024 and shall continue for three (3) years, unless terminated sooner by either party upon giving to the other party sixty (60) days written notice, after which time this Agreement is terminated.
- 2. **Evaluation of the LAEP Position.**

The following required conditions must be met for the duration of the Agreement for all LAEP Students. Each LAEP position shall be reviewed by the appropriate institutional staff to determine whether it satisfies all of the following conditions:

- A. The position is educationally beneficial or related to the Student's particular career interest or the exploration of career options.
- B. 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.
- C. The employment of a LAEP Student shall not displace workers currently employed by the Agency or impair existing contracts for services.
- D. The LAEP position shall not violate any applicable collective bargaining agreements or fill any vacancies due to a labor dispute.

- E. The Student shall be paid at a comparable rate to that paid for comparable positions within the Agency. If the employing organization has no comparable position, the Student shall be paid at a rate comparable to that paid by other organizations in the field for work involving comparable duties and responsibilities. The positions shall be compared on the basis of the nature of the work performed and the background and skills required for the position, and not upon the Student's part-time or student status.
- F. The number of hours of LAEP employment the Student is allowed to work shall be determined by District in accordance with its standards and practices, taking into consideration the extent of the Student's financial need and the potential harm of the combination of work and study hours on a Student's satisfactory academic progress.
- G. The Agency shall provide the District with an accurate accounting of hours worked.
- H. The total compensation received by the Student pursuant to LAEP shall not exceed the total amount authorized by District.
- I. The Agency shall provide the Student with reasonable supervision.
- J. LAEP funds shall not supplant any state, federal, or institutional funds used to support existing paid positions for students in for-profit or nonprofit organizations.

**3. Student's Status Changes.**

- A. The Student's LAEP eligibility will be reevaluated a minimum of once each academic term. If a Student's status in areas that affect their eligibility has changed, continued eligibility for the program must be confirmed and, if appropriate, the Student's participation in the program must be adjusted.
- B. The District is responsible for monitoring the Student's LAEP eligibility and for communicating any change in eligibility status to the Agency in a time frame which allows the Agency to make necessary adjustments.

**4. Interview and Job Placement.**

- A. Following execution of this Agreement, the Agency may interview prospective Students. District shall provide the Agency and each applicant for the LAEP position with adequate information to facilitate a Student's potential placement.
- B. A Student shall only be placed in an educationally beneficial position that relates to the Student's area of study, career objective, or the exploration of career objectives.
- C. The program shall include and emphasize placements for Students with employers that are capable of providing them with full-time employment opportunities, or opportunities to connect with other employers that are capable of providing them with full-time employment opportunities, within their areas of study after graduation.
- D. If the priorities specified above have been met, the Agency may indicate the Agency's selection preferences.
- E. The Agency shall not discriminate between applicants on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1

of the Government Code, except as otherwise provided in Section 12940 of the Government Code, or subject any applicant to any other discriminatory practices prohibited by state or federal law.

5. **Student Employment Status.**

- A. The District is considered the employer of record for the Student for purposes of this Agreement.
- B. District is responsible for all wages and sick leave for the Student including but not limited to workers' compensation and employer payroll taxes.
- C. The District provides workers' compensation insurance for the Student. If an injury occurs to the Student during their approved hours, the Student or Site Supervisor must make immediate contact with the District.

6. **Termination or Resignation.** District shall notify Agency if a Student is terminated or resigns from employment within two (2) business days of the occurrence.

7. **Discontinuance of Student Placements.** The District may, with or without cause, discontinue the placement of any student at any time during the period of this Agreement. The Agency may request the District to immediately discontinue from the LAEP position any student who the Agency determines is not performing satisfactorily, or who refuses to follow the Agency's administrative policies, procedures, rules and regulations, including inappropriate behavior. The Agency will provide both verbal and written notification to the District of the reason for requesting immediate withdrawal of a student.

8. **Addendum.** This Agreement outlines the terms of the partnership between the District and Agency. The LAEP Student Participation Addendum in the form attached as Exhibit A to this Agreement must be completed for each Student employed prior to the Student beginning work. The Addendum will include the following information specific to each Student participant:

- a) Student name,
- b) Position name,
- c) Supervisor name and contact information,
- d) Term of employment,
- e) Rate of compensation,
- f) Maximum total compensation allowable,
- g) Maximum hours per week and maximum total hours.

9. **Transportation.** Transportation to and from the Agency is the Student's responsibility. Transportation will not be provided by either District or Agency.

10. **Vehicles.** Agency shall not permit Students to operate Agency vehicles or to transport items or persons on behalf of the Agency without specific authorization of District and only if the Agency trains the Student before permitting them to operate vehicles or otherwise transport items or persons on Agency's behalf.

11. **Insurance.** Each party shall maintain during the term of this Agreement the following insurance coverage, limits of coverage, and other insurance requirements:

- A. Commercial General Liability insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, including but not limited to, the liability assumed under the indemnification provisions of this Agreement.

- B. Automobile Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage with respect to the Contractor's owned, hired, and non-owned vehicles.
- C. Workers' Compensation insurance with limits statutorily required by any Federal or state law and Employer's Liability insurance of not less \$100,000 for each accident, \$100,000 disease for each employee, \$500,000 disease policy limit.

The insurance policies, except Workers' Compensation, shall be endorsed to name the other party, its officers, employees, and agents as additional insureds with the following language or its equivalent: *[Name of party], its officers, employees, and agents are hereby named as additional insureds as their interest may appear.*

Insurance shall be placed with insurers licensed in California with a current A.M. Best rating of A:VII or better. If any insurance policies are written on a "claims made" basis, coverage shall extend for two years past completion of the last student assignment to the Agency and must be evidenced by annual certificates of insurance. The insurance policies shall be endorsed stating that they shall not expire, be cancelled, suspended, voided or materially changed without the insurer endeavoring to provide 30 days written notice by certified mail to the other party. Each party's insurance must be primary, and any insurance or self-insurance maintained by the other party shall not contribute to it. Prior to Students providing services at Agency, each party shall furnish the other with certificates of insurance evidencing the coverages, conditions, and limits required by this Agreement. Agency shall provide the certificate to the following address: Butte-Glenn Community College District, Business Contracts & Risk Management Office, 3536 Butte Campus Drive, Oroville, CA 95965.

- 12. **Indemnification.** To the fullest extent permitted by law, each party shall defend, indemnify and hold the other, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees or agents. The insurance requirement of this Agreement will not be construed as limiting the scope of this indemnification.
- 13. **Notices.** All notices required to be given under this Agreement must be given (i) in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF) to:

For District:  
 Vice President for Administration  
 3536 Butte Campus Drive, Oroville, CA 95965  
[Suleskian@butte.edu](mailto:Suleskian@butte.edu)  
 With a Copy To:  
 Director, Career Center  
 3536 Butte Campus Drive, Oroville, CA 95965  
[Donnellybr@butte.edu](mailto:Donnellybr@butte.edu)

For Agency:  
 City Manager  
 City of Orland  
 815 4<sup>th</sup> Street, Orland, CA 95963  
 With a Copy To:  
[citymanager@cityoforland.com](mailto:citymanager@cityoforland.com)

- 14. **Availability of Funds.** This Agreement shall be subject to the availability of funds to the District for the Student's compensation.
- 15. **Nondiscrimination.** The Agency shall not unlawfully discriminate, either in the provision of services or employment, against any person on the basis of race, color, sex, religion, age, national origin, disability,

or veteran's status. The Agency shall comply with all applicable laws relating to non-discrimination, affirmative action, and equal employment opportunity.

- 16. **Authorized Signature.** Each party to this Agreement represents that the person signing this Agreement on its behalf is authorized by each respective party to do so.
- 17. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the matters contained herein and supersedes all other agreements between the parties concerning such matters. No provision of this Agreement may be waived or modified except by writing signed by the party against whom such waiver or modification is sought.

**IN WITNESS WHEREOF,** the parties hereto have executed this Experiential Education Partnership Agreement on the date specified with their signatures below.

**BUTTE-GLENN COMMUNITY COLLEGE DISTRICT**      City of Orland

By: \_\_\_\_\_  
 (Signature of person authorized to execute Agreement.)

Name: Andrew B. Suleski

Title: Assistant Superintendent/Vice President for Administration

Date: \_\_\_\_\_

By: \_\_\_\_\_  
 (Signature of person authorized to execute Agreement.)

Name: Peter Carr

Title: City Manager

Date: \_\_\_\_\_

Address: 815 Fourth Street  
Orland, CA 95963

Phone: 530-865-1603

Email: [citymanager@cityoforland.com](mailto:citymanager@cityoforland.com)

<b>TO BE COMPLETED BY DISTRICT ONLY</b>					
The person preparing this contract must complete this section and obtain appropriate initials before contract will be approved.					
Initiating Department:	Career Center	Preparer's Name:	Andrea Walters	Phone:	895-2466
Contract Monitor's Name:	Brian Donnelly			Phone:	895-2866
<b>Dept. Dean/Director Initials:</b>		<b>Dept. Vice President Initials:</b>			
<b>Business Contracts Approval:</b>		Certificate of Insurance Issued:			

**EXPERIENTIAL EDUCATION PARTNERSHIP AGREEMENT  
LEARNING-ALIGNED EMPLOYMENT PROGRAM  
EXHIBIT A**

**EXPERIENTIAL EDUCATION PARTNERSHIP AGREEMENT  
LEARNING-ALIGNED EMPLOYMENT PROGRAM**

**ADDENDUM**

This Addendum supplements the Experiential Education Partnership Agreement for the Learning-Aligned Employment Program executed by the Butte-Glenn Community College District and NAME OF AGENCY, on DATE OF AGREEMENT, to provide specific information for each Student participant.

Student Name		Student ID Number	
Position Name		Term of Employment	
		Rate of Compensation	
Supervisor Name		Email	
		Phone	
The Student's working hours during the term of employment shall not exceed:			
Maximum hours per week:	<u>NUMBER</u>	Maximum total hours for the term of employment:	<u>NUMBER</u>
Maximum total compensation allowable (total) to be paid up to PERCENT NUMBER% by LAEP funds.			
Payment by the District during the term of employment shall not exceed: \$TOTAL PAYMENT NUMBER.			
Additional compensation above the identified amount may only be paid out of Agency funds.			

**BUTTE-GLENN COMMUNITY COLLEGE DISTRICT INSERT AGENCY'S NAME**

By: \_\_\_\_\_  
(Signature of person authorized to execute Addendum.)

Name: Andrew B. Suleski

Title: Assistant Superintendent/Vice President for Administration

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of person authorized to execute Addendum.)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

<b>TO BE COMPLETED BY DISTRICT ONLY</b>					
The person preparing this contract must complete this section and obtain appropriate initials before contract will be approved.					
Initiating Department:	Career Center	Preparer's Name:	Andrea Walters	Phone:	2466
<b>Dept. Dean/Director Initials:</b>		<b>Dept. Vice President Initials:</b>		<b>Business Contracts Initials:</b>	