[Local Educational Agency Name or Logo]

NON-PAID STUDENT JOB SHADOW/MENTORING

**PROGRAM AGREEMENT**

This Program Agreement (the “Agreement”) is made and entered into on [Date] by and between [LEA Name] (hereinafter referred to as “Local Educational Agency” or “LEA”) and [Business Partner Name], (hereinafter referred to as “Business Partner”).

Business Partner School

Business Partner Liaison Name School Contact Name

Telephone Number Telephone Number

E-mail Address E-mail Address

Street Address Street Address

City, State, Zip code City, State, Zip code

**PROGRAM**

Utilize the facilities and equipment of a public agency or private business to provide students the opportunity to observe the daily responsibilities and work environments of different job titles. Expectations of the job shadow/mentoring program are found on Attachment 1, Expectations, attached hereto and incorporated by this reference.

School Year Beginning Date of Program Ending Date of Program

Hour(s) of Program Business Partner Location Business Partner Department

**Conditions**. Business Partner will have no obligation to provide the program until LEA returns a signed copy of this Agreement.

**NATURE OF RELATIONSHIP**. The LEA and Business Partner agree the relationship created by this Agreement is that of independent parties. In performing the program, the LEA and Business Partner shall be, and at all times are, independent and not partners, joint venturers, agents or employees of the other party, and nothing contained herein shall be construed to be inconsistent with this relationship or status.

**TERMINATION OR AMENDMENT**. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

**COMPLIANCE WITH LAWS**. Business Partner hereby agrees that Business Partner, officers, agents, employees, shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to prohibitions against discrimination.

All statutes and regulations applicable to minors in employment relationships apply to job shadow/mentoring programs.

Compliance with laws includes California Code of Regulations Title 8, Section 3203, Injury and Illness Prevention Program, Section 3205, COVID-19 Prevention Program, and all other applicable safety and health regulations.

**NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** Business Partner represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

**INSURANCE**.

1. LEA shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of $1,000,000 per occurrence and $2,000,000 aggregate

LEA shall procure and maintain, during the term of this Agreement, Workers’ Compensation insurance, or self-insurance, as required by California law, on all of its student interns engaged in non-paid work related to the performance of this Agreement. LEA shall procure and maintain Employers’ Liability insurance coverage of $1,000,000.

1. Business Partner, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:
2. Commercial General Liability Insurance. Business Partner shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amount of $1,000,000 per occurrence and $2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

1. Certificates of Insurance. Business Partner shall provide certificates of insurance to LEA as evidence of insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the LEA. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the LEA on or before commencement of the services under this agreement.

**NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the Lease Agreement and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

**SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

**AUTHORITY.** Business Partner represents and warrants that Business Partner has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

**COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

**ACKNOWLEDGEMENT AND AGREEMENT**

I have read this agreement and agree to its terms

Business Partner Administrator Signature Date

**SITE AGREEMENT**

Site Administrator Signature Date

**LOCAL EDUCATIONAL AGENCY APPROVAL**

LEA Administrator Signature Date

Attachment 1

Expectations

|  |  |
| --- | --- |
|  | Initials |
| Business Partner will provide adequate supervision to enable the student(s) to fulfill their learning objectives within a reasonably safe environment |  |
| Business Partner will ensure that the student’s observation area is staffed by two or more employees, is in plain view of other employees or under video surveillance, and that the student(s) is not left alone with one adult in a closed-door situation. |  |
| The employee(s) hosting the job shadow/mentoring student(s) should be prepared to answer questions about the organization, its industry, the types of careers available, and the education they require. They should also be prepared to talk about their own career paths. |  |
| Students are to only observe only. Students are not to operate any equipment during the job shadow/mentoring experience. |  |
| Where applicable, Business Partner will provide the student(s) with safety information and required personal protective equipment (PPE) necessary for the student to perform their observations in a safe manner. |  |
| Business Partner will notify the School Contact of any problems related to the job shadow/mentoring program or student(s). |  |