

## Summer RISE 2023 Career Experience Host and Designee(s) Agreement

Your participation in the Summer RISE Program is helping students to learn about careers and is helping your business/organization build a talent pipeline. Each business, organization, agency or entity (the "**Career Experience Host**") identifies a Career Experience Host's designated staff member(s) (the "**Career Experience Host Designee(s)**") to manage the implementation of the program. Thank you for your and your company's willingness to serve as a Summer RISE **Career Experience Host and Career Experience Host Designee(s)**.

1. It is understood and agreed that the Summer RISE Program will not result in the displacement of currently employed workers, the augmentation of the company's existing workforce, or in a reduction in hours of work, wages, or benefits for current employees. Furthermore, it will not be a substitution for any existing workers.
2. It is understood and agreed that the Summer RISE Program is for the benefit of Montgomery County Public Schools (MCPS) high school students. It is understood and agreed that MCPS will match students with **Career Experience Hosts**. It is understood and agreed that the **Career Experience Host** will derive no immediate advantage from the activities of its Summer RISE participant(s) and, on occasion, its operations may actually be impeded. The Summer RISE Program participant will not be directly engaged in the operations of the **Career Experience Host** nor regularly or routinely perform productive work (such as filing, performing other clerical work, or assisting customers). The **Career Experience Host Designee(s)** will provide the student(s) with activities that provide a comprehensive view of the business/organization and their roles, responsibilities, and functions. The student(s) will undertake these activities and seek insight into the qualities, skills, and knowledge that help an executive or manager perform effectively and could be used by the student in multiple employment environments.
3. It is understood and agreed that the student is not entitled to a job at the conclusion of the Summer RISE Program.
4. It is understood and agreed that the student is not entitled to any wages for the time spent in the Summer RISE Program. It is understood and agreed that upon completion of the Summer RISE Program and participation in the professional skills and financial literacy workshop, MCPS will collaborate with a community partner to provide participating students with a non-wage stipend, if funded, considered as a reimbursement for expenses.
5. It is understood and agreed that **Career Experience Hosts** will not discriminate with respect to any Summer RISE Program participant or any applicant based on race, ethnicity, color, ancestry, national origin, religion, immigration status, sex, gender, gender identity, gender expression, sexual orientation, family/parental status, marital status, age, physical or mental disability, poverty and socioeconomic status, language, or other legally or constitutionally protected attributes or affiliations. It is understood and agreed that **Career Experience Hosts** will comply with all federal, state and local laws relating to student experiences in the workplace.

6. It is understood and agreed that each **Career Experience Host** and **Career Experience Host Designee(s)** will comply with the number of approved enrollees, with the Summer RISE Program's scheduled hours, and with the rules and regulations of the Summer RISE Program. It is understood and agreed that each **Career Experience Host** will maintain all appropriate licenses or permits required to fulfill the obligations set forth in this agreement, and provide daily supervision for the participating student(s) or designate some other individual(s) to do so, provided that the primary point of contact provides the contact information for any such individual(s) in advance to Davida\_Gurstelle@mcpsmd.org.
7. MCPS does not provide coverage for Summer RISE students under state worker compensation law. The **Career Experience Host** shall be solely responsible for maintaining any required worker compensation coverage and other appropriate insurance, including, but not limited to, general comprehensive liability insurance, in case a Summer RISE participant is injured at a career site. It is understood and agreed that **Career Experience Hosts** accept responsibility for all claims, actions, damages, liability, and expenses that may arise in hosting a Summer RISE participant, including those that arise due to the **Career Experience Host's** negligence, its violation of any applicable legal requirement, or its inappropriate interaction(s) with students. MCPS assumes no responsibility for any claim, action, damage, liability, or expense arising from a student's placement with a **Career Experience Host**, including those that arise due to the **Career Experience Host's** negligence, its violation of any applicable legal requirement, or its inappropriate interaction(s) with students. For the purposes of this paragraph, MCPS includes the Board of Education, and its officers, officials, agents, employees, and students. Nothing herein or any other provision of this agreement shall be construed to abrogate, impair, or waive any defense, liability or damages limitation, or governmental immunity of MCPS pursuant to Maryland law, or otherwise.
8. It is understood and agreed that the **Career Experience Host Designee(s)** will engage Summer RISE participants in activities for a suggested 10 hours a week and no more than 8 hours a day, for a total of 50 hours over 5 weeks. The **Career Experience Host Designee(s)** also will not allow Summer RISE participants to start their day before 8:00 AM or end past 6:00 PM. Additionally, the **Career Experience Host Designee(s)** agrees not to allow any minor to engage in activities for more than five continuous hours without a 30-minute break. The **Career Experience Host Designee(s)** will validate at the end of the Summer RISE Program that the student has completed a minimum of 50 hours.
9. It is understood that failure to comply with any Summer RISE regulations will result in immediate termination of student participation at a career site.
10. **Career Experience Hosts** are responsible for distributing their own written rules and regulations, if any, to Summer RISE Program participants.
11. **Career Experience Host Designee(s)** must report any incidents of misconduct involving Summer RISE participants to the MCPS Summer RISE Program office at 240-740-5599 or Davida\_Gurstelle@mcpsmd.org. These include altercations among students and/or staff and harassment of any kind or inappropriate behavior in the virtual setting. It is understood and agreed that **Career Experience Host Designee(s)** will verify student attendance and notify the MCPS Summer RISE Program office at 240-740-5599 or Davida\_Gurstelle@mcpsmd.org when a Summer RISE Program participant is absent without prior approval, virtually unengaged or for any other situation requiring attention.
12. It is understood and agreed that **Career Experience Host Designee(s)** will participate in an orientation session sponsored by MCPS prior to the commencement of the Summer RISE

Program. In addition, **Career Experience Host Designee(s)** will provide feedback to the Summer RISE Program participants and complete a brief reference form for each one. Career Experience Hosts will also complete a survey regarding their host experience. It is understood and agreed that **Career Experience Host Designee(s)** will foster a positive relationship with their Summer RISE Program participants and provide them with guidance about relevant standards of professional practice within their organization.

13. It is understood and agreed that each **Career Experience Host** will permit site and/or virtual visits by MCPS representatives to support the quality of the experience, observe student development, and make recommendations to support student learning. Host/MCPS contacts during Summer RISE may take place through electronic mail, onsite and off-site visits, videoconferencing and/or teleconferencing. Summer RISE hosts will provide a tentative schedule to the student and Summer RISE teacher liaison prior to the start of the program.
14. **Career Experience Hosts** shall not knowingly employ a registered sex offender at the site where the Summer RISE Program participant is placed. **Career Experience Hosts** shall comply with labor laws including the Fair Labor Standards Act, 29 U.S.C. Chapter 8; student privacy protections including the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and all other applicable federal, state, and local laws and regulations. The **Career Experience Host Designee(s)** and other staff working directly with the Summer RISE participant(s) shall be responsible for reviewing and assuring compliance with the following Board of Education policies and MCPS regulations, available on the MCPS website at [www.montgomeryschoolsmd.org/departments/policy/](http://www.montgomeryschoolsmd.org/departments/policy/): Board of Education Policy ACA, *Nondiscrimination, Equity, and Cultural Proficiency*; MCPS Regulation ACA-RA, *Human Relations*; Board of Education Policy ACF, *Sexual Harassment*; Board of Education Policy JHC, *Child Abuse and Neglect*; and MCPS Regulation JHC-RA, *Reporting and Investigating Child Abuse and Neglect*. (**Career Experience Host Designee(s)** who regularly support and interact with Summer RISE Program participants must complete the MCPS online volunteer training on *Recognizing and Reporting Child Abuse and Neglect*, and other staff members or volunteers supporting the Career Experience are encouraged to complete the MCPS online volunteer training on *Recognizing and Reporting Child Abuse and Neglect*, available at: [www.montgomeryschoolsmd.org/childabuseandneglect/](http://www.montgomeryschoolsmd.org/childabuseandneglect/)).
15. It is agreed and understood that under the Occupational Safety and Health Act of 1970 (OSHA), employers, including the **Career Experience Host**, are responsible for providing safe and healthful workplaces for their employees, which includes high school students engaged in Summer RISE under their supervision. Additional information regarding OSHA guidance can be found at: <https://www.osha.gov/Publications/OSHA3990.pdf>. The **Career Experience Host** takes steps to reduce workers' risk of exposure and contamination. The **Career Experience Host** acknowledges following OSHA and CDC ongoing recommendations in response to COVID-19 and will review these practices with students. The **Career Experience Host Designee(s)** will need to follow COVID-19 protocols set forth by Montgomery County Government and MCPS. It is understood that this agreement addresses COVID-19 related protocol requirements in the workplace and MCPS assumes no liability for a student coming into contact with COVID-19.

16. It is understood and agreed that **Career Experience Hosts** will ensure that only Summer RISE Program participants who have been assigned to the **Career Experience Host** are allowed to participate in Summer RISE Program activities.
17. No **Career Experience Hosts** will use volunteers (as opposed to regular employees) to supervise Summer RISE Program participants.
18. It is understood and agreed that **Career Experience Hosts** authorize MCPS to identify their business/organization in materials it distributes to students, MCPS, other funders, and the general public. It is understood and agreed that the parent/guardian of the Summer RISE Program participant has provided permission based on the Summer RISE 2023 Parent/Guardian Agreement that expressly authorizes the **Career Experience Hosts** and **Career Experience Host Designee(s)** to share information with MCPS about the student's involvement in the Summer RISE Program. It is agreed and understood, however, that the **Career Experience Hosts** and **Career Experience Host Designee(s)** will not share any information regarding Summer RISE Program participants with any other third parties. In addition, the **Career Experience Hosts** and **Career Experience Host Designee(s)** will not publicize its involvement in the Summer RISE Program without prior approval from MCPS.
19. It is understood that the **Career Experience Host** or **Career Experience Host Designee(s)** will immediately report any changes or cancellations initiated by the **Career Experience Host** or **Career Experience Host Designee(s)** to the MCPS Summer RISE Program office at 240-740-5599 or Davida\_Gurstelle@mcpsmd.org.
20. **Career Experience Hosts** are under no obligation to make donations to the Summer RISE Program, but if they so desire, they may donate to the MCPS Educational Foundation, a qualified 501(c)(3) organization at <http://bit.ly/SummerRISEdonation>. These donations will be used to support programming costs, rather than being earmarked for any specific Summer RISE Program participant.
21. This agreement does not create, among the parties, any joint venture, partnership, agency, or any other business/organization relationship other than the specific relationship provided by the terms of this agreement. This agreement takes precedence over, supersedes, and voids all other statements, understandings and contracts, whether oral or written, between the **Career Experience Host** and MCPS.
22. It is understood and agreed that if the parent/guardian of the Summer RISE Program participant has signed the 2023 Summer RISE Parent/Guardian Consent Form, he/she expressly authorizes the **Career Experience Host Designee(s)** to drive the Summer RISE Program participant in the **Career Experience Host Designee's** personal or work vehicle to/from work related events, and that the parent/guardian agrees to hold MCPS harmless for any liability or damage that may occur.
23. It is understood and agreed that, with parent/guardian consent, the **Career Experience Host Designee(s)** may email, call or text students only for Summer RISE related matters.

You will be directed to check a box on your registration form to indicate your agreement to the terms and conditions of the Summer RISE Program set forth above, and that you understand that your electronic signature is intended to be, constitutes, and is equivalent to, your personal signature. You further acknowledge that you are executing this agreement as the duly authorized representative of the business organization, agency, or entity.