

**CONTRA COSTA COUNTY OFFICE OF EDUCATION  
REGIONAL OCCUPATIONAL PROGRAM  
AGREEMENT FOR AFFILIATION  
with**

\_\_\_\_\_  
Company Name

THIS AGREEMENT is entered into this \_\_\_\_\_ day of Leave date blank 20\_\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as the **"AFFILIATE,"** and the **CONTRA COSTA COUNTY SUPERINTENDENT OF SCHOOLS,** for its Regional Occupational Program, hereinafter referred to as **ROP.**

WHEREAS, the AFFILIATE is able to provide a community classroom learning site and, WHEREAS, the ROP is authorized by law to maintain and does maintain a \_\_\_\_\_ class.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto that in consideration of the mutual benefits that each of the parties hereto will derive under this agreement, the AFFILIATE does hereby agree to give on-the-job learning experiences to students from the ROP. It is understood that these classes will be conducted between \_\_\_\_\_ and \_\_\_\_\_.

Time schedule and use of areas or departments will be regulated by the staff of the ROP and with knowledge and consent of the managing personnel of the AFFILIATE.

IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties hereto that:

- 1. The students will not begin this assignment until all parties have signed the contract.**
2. The students will be subject to the rules and regulations of the AFFILIATE during the hours they are in its facilities. All students are under the discipline and authority of the staff of the ROP.
3. The students will wear appropriate apparel to designate them as members of the class.
4. The ROP will have all necessary instruction, tests, and examinations completed before the community classroom learning experiences begin.
5. The teacher of the ROP will be responsible for all progress reports and the evaluation of the students' performance.
6. **HOLD HARMLESS AGREEMENT**

ROP agrees to and does hereby indemnify and hold harmless the AFFILIATE, its officers, agents, and employees from every liability, loss, damage, or expense which may be incurred by reason of: Liability for damages for (1) death or bodily injury to persons, (2) injury to, loss or theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the ROP, the ROP students participating in community classroom learning experiences, or by any person employed by the ROP in connection with the learning experiences called for in this Agreement, except for liability resulting from gross negligence or willful misconduct of the AFFILIATE, its officers, employees, agents, or independent contractors who are directly employed by the AFFILIATE.

7. Students enrolled in the occupational program are special employees of the County Superintendent and the County Superintendent's liability to students for any injury they might sustain while performing activities under this Agreement is limited to workers' compensation benefits. ROP hereby represents that all of the students have been/shall be informed of, and agree to, this provision. ROP shall promptly inform AFFILIATE of the names of students who do not agree to said limitation.

8. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The ROP agrees to take out and maintain during the life of the Agreement such public liability and property damage insurance as shall protect the ROP and the AFFILIATE with respect to those liabilities as to which the ROP holds the AFFILIATE harmless. Such insurance shall be single limit—Bodily Injury and Property Damage coverage in the amount of \$5,000,000.00.

9. COMPLIANCE WITH LAW

- a. AFFILIATE shall be subject to and comply with all Federal, State, and local laws and regulations applicable with respect to its performance hereunder, including, but not limited to TITLE 5, California Administrative Code, Sections 10090 through 10092.
- b. The work site shall not discriminate on the basis of race, color, national origin, sex, or disability.

10. LEGAL AUTHORITY

This contract is entered into, under and subject to Reorganized Education Code Sections 52300 et seq.

- 11. The Affiliate agrees that the ROP students engaged in community classroom learning experiences pursuant to this Agreement shall not displace any regular employees of the AFFILIATE.
- 12. Either party may discontinue this affiliation by giving notice thirty (30) days prior to the date in which the affiliation is to be discontinued.
- 13. AFFILIATE shall have no liability or obligation to pay any student any compensation, or other wages of any kind, or provide any student with any employee benefits whatsoever.
- 14. This contract may be signed in counterparts.

Contra Costa County Superintendent of Schools

Affiliate \_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
Bill Clark, Associate Superintendent

By \_\_\_\_\_  
(Signature)

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

Name (Print) \_\_\_\_\_

TO BE COMPLETED BY ROP TEACHER

\_\_\_\_\_  
(Designate Official Capacity)

Name of Program \_\_\_\_\_

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

Instructor \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Witness' Signature)

Affiliate's Address:  
\_\_\_\_\_  
\_\_\_\_\_

Affiliate's Phone Number: \_\_\_\_\_