



## AFFILIATION AGREEMENT

NO. 25/26\_\_\_\_\_

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between The San Bernardino County Superintendent of Schools, hereinafter referred to as “**SUPERINTENDENT**” and \_\_\_\_\_, hereinafter referred to as “**AFFILIATE**” located at \_\_\_\_\_.

### W I T N E S S E T H

WHEREAS, the **SUPERINTENDENT** is desirous of providing work experiences for students in its programs; and

WHEREAS, the **AFFILIATE** is willing to make available to the **SUPERINTENDENT** facilities for use in the work experience instruction of its students.

NOW, THEREFORE, the **SUPERINTENDENT** and **AFFILIATE** mutually agree to the following:

1. Term of Agreement

- a. The term of this Agreement shall be from the date first set forth above until it is terminated by either party giving thirty (30) days written notice to the other party. Agreement shall be re-visited after the standard five-year term has passed unless otherwise terminated by either party.

2. Responsibilities of the **AFFILIATE**

- a. Provide a facility, tools, equipment, supplies, and supervision, as may be necessary, for the work experience of students from the **SUPERINTENDENT**.
- b. Work cooperatively with **SUPERINTENDENT’S** staff to identify the areas or departments to be used and the time schedule for use.
- c. Keep records of hours worked by the students.
- d. The **AFFILIATE** will on a regular basis evaluate the performance of the student in accordance with the **SUPERINTENDENT’S** policy.
- e. The **AFFILIATE** agrees that the training of the students will not result in the reduction or termination of the **AFFILIATE’S** regular employees.

3. Responsibilities of the **SUPERINTENDENT**

- a. Provide to the **AFFILIATE** necessary consultation services relative to the desired goals for each student.
- b. The student shall be considered employees of the **SUPERINTENDENT** under Division 4 (commencing with Section 3201) of the Labor Code of the State of California.
- c. Although the **AFFILIATE** may provide supervision and direction, the **SUPERINTENDENT** agrees it is solely responsible for any compensation or benefits to be provided to the student, and indemnifies the **AFFILIATE** for any claim for compensation or benefits.
- d. Include students in its Workers’ Compensation Insurance coverage.

4. **SUPERINTENDENT and AFFILIATE Mutually Agree to the Following**
- a. Students will be subject to the rules and regulations of the **AFFILIATE** during the hours they are in the **AFFILIATE'S** facility.
  - b. Students shall be under the direct supervision of the **AFFILIATE** and/or managing personnel of the **AFFILIATE**.
  - c. The **AFFILIATE** may request the removal of any student from its place of business.
  - d. The **SUPERINTENDENT** and the **AFFILIATE** shall meet and confer on an as-needed basis to evaluate program progress and to identify and resolve any problems arising from the conduct of the program.
  - e. The **AFFILIATE** shall not be responsible for any transportation to or from the **AFFILIATE'S** place of business.
  - f. The **SUPERINTENDENT** and **AFFILIATE** mutually agree to indemnify, defend, save, and hold harmless each other, and their respective officers, agents, and employees, of and from any and all liability, claims, demands, debts, suits, actions, and causes of action, including wrongful death and reasonable attorneys' fees for the defense thereof which arise out of or result from the negligent acts or omissions of such indemnifying party, or its officers, agents, and employees, but only in proportion to and to the extent of the negligence caused by them.
  - g. The **SUPERINTENDENT** and **AFFILIATE** agree to maintain in force during the term of this Agreement, such General Liability Insurance as will protect each with respect to its own operations.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day, and year first above written.

**SAN BERNARDINO COUNTY  
SUPERINTENDENT OF SCHOOLS**

**AFFILIATE NAME**

\_\_\_\_\_  
Amber L. Arias, Manager  
Procurement Services

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name

**SELPA PROGRAM WE/EV/  
WORKABILITY**

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Date