



Affiliation Agreement Request Form

INSTRUCTIONS

District to:

1. Complete the information at the bottom of this page and the attached Affiliation Agreement.
2. Secure all required signatures, scan and email to: **pam.skinner@sbcss.net**

SBCSS ROP will:

1. Verify that an agreement doesn't already exist for the requested site.
2. Verify that the course is approved for community classroom.
3. Email the signed agreement to SBCSS Purchasing/Contracts for processing.

SBCSS Purchasing Contracts will:

1. Sign the agreement, assign an agreement number, and email a fully-executed electronic copy to:
 - a. SBCSS ROP (Pam Skinner).
 - b. The email address(s) below.
 - c. The affiliate's email (if listed on page 2).

Important: A student cannot be placed at a site until a fully-executed agreement is in place.

CONFLICT OF INTEREST: The undersigned, Requestor and Department Manager/Coordinator, hereby certifies that they have no financial, personal relationship or other interest (i.e. is not an officer, member, partner, shareholder or director) in the subject of this recommendation and placement of said student.

School District: _____

District Coordinator: _____

Email Address: _____

Signature: _____

Teacher #1: _____

Email: _____

Teacher #2: _____

Email: _____

Teacher #3: _____

Email: _____



**OFFICE OF SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS
REGIONAL OCCUPATIONAL PROGRAM
AFFILIATION AGREEMENT**

THIS AGREEMENT, made and entered into _____, by and between _____, hereinafter referred to as the AFFILIATE, and the Regional Occupational Program of the Office of the County Superintendent of Schools, hereinafter referred to as SUPERINTENDENT.

WITNESSETH:

WHEREAS, the AFFILIATE is able to provide the laboratory learning site, and

WHEREAS, the SUPERINTENDENT is authorized by law to maintain and does maintain the following course(s):

Course 1: _____

Course 2: _____

Course 3: _____

NOW THEREFORE, IT IS AGREED by and between the parties hereto that in consideration of the learning experience obtained by the students, the AFFILIATE does hereby agree to provide facilities to the SUPERINTENDENT for the use of students from the SUPERINTENDENT. The term of this agreement shall be from the date this agreement is fully-executed to **June 30, 2020**.

Time schedule and use of areas or department will be regulated by the staff of the SUPERINTENDENT and with the knowledge and consent of the managing personnel of the AFFILIATE. The said facilities are located at:

_____ Street _____ City _____ State _____ Zip Code

Said facilities must be suitable for conducting the above-named program(s), according to the standards of the SUPERINTENDENT and the standards of Cal-OSHA:

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

1. The SUPERINTENDENT will contract with an approved private school and/or a public school district, hereinafter referred to as the CONTRACTING AGENCY, for the supervision and instruction offered in this program.
2. The students shall be subject to the rules and regulations of the AFFILIATE during the hours they are in facilities. All students are under the discipline and authority of the staff of the Contracting Agency. AFFILIATE may terminate the training of any student hereunder at their site, if the student does not perform satisfactorily or if AFFILIATE determines at any time that no suitable training station is available.
3. When appropriate, the students shall wear apparel and/or name tags to designate them as members of the program.
4. All expenses of conducting said program shall be borne by the SUPERINTENDENT and the AFFILIATE shall have no obligation under this Agreement except as herein provided.
5. The students of the SUPERINTENDENT will have all necessary instructions, tests, and examinations completed before laboratory learning experience begins.
6. The instructional staff of the CONTRACTING AGENCY will be responsible for all progress reports and evaluation reports of students' performance. The CONTRACTING AGENCY conducting the program shall provide qualified staff for the purpose of providing instruction and supervision to the students enrolled in programs located at AFFILIATE'S site and shall be responsible for the actions of the students during the operation of the program. In addition, the CONTRACTING AGENCY is responsible for the preparation and distribution of such special written rules and regulations regarding AFFILIATE'S company policies and procedures as may be required by the AFFILIATE and enforcement of such rules and regulations during the hours students are on AFFILIATE'S premises.
7. The training plan for the aforesaid program operated pursuant to this agreement is on file with the SUPERINTENDENT and with the AFFILIATE.

AFFILIATION AGREEMENT (continued)

8. AFFILIATE may, upon request of the CONTRACTING AGENCY and/or the SUPERINTENDENT, provide equipment and procedures for the use of the equipment as are appropriate to the vocational instruction program as specified herein, provided that AFFILIATE has agreed to provide said services and equipment.
9. The SUPERINTENDENT shall defend, indemnify and hold AFFILIATE, its officers, agents, and employees 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 SUPERINTENDENT, its officers, agents, or employees.
10. AFFILIATE shall defend, indemnify and hold SUPERINTENDENT, its officers, agents, and employees 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 AFFILIATE, its officers, agents, or employees.
11. Students enrolled in occupational training classes held in the community are considered to be employees of the County Superintendent of Schools for the purpose of providing workers compensation insurance. Workers compensation insurance coverage is *only* during scheduled training hours. Training of students at others times is a violation of the ROP Affiliation Agreement.
12. The AFFILIATE agrees that the students engaged in community classroom unpaid on the job training experience pursuant to this Agreement shall not displace any regular employees of the AFFILIATE and the student cannot be guaranteed a job at the conclusion of the job training.
13. AFFILIATE shall comply with the provisions of Title VI, VII, IX of the Civil Rights Act of 1964 which provides that no person in the United States shall, on the grounds of race, creed, color, age, gender, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity hereunder.
14. AFFILIATE shall comply with Section 504 of the Rehabilitation Act of 1973 which provides that no otherwise qualified handicapped individual in the United States shall, solely by reason of the handicap, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any programs or activity with respect to this Agreement.
15. This Agreement may be cancelled by serving on the other party a 30-day written notice of such cancellation.
16. The Teacher of the Contracting Agency will be available to the students of the SUPERINTENDENT at all times while the students are using the facilities of the AFFILIATE.

Terrie S. Johnson, Purchasing/Bids Supervisor
Purchasing/Contracts

Date

(Affiliate Name)

(Signature)

(Printed Name/Title)

Phone

(Email)