

CONTRA COSTA COMMUNITY COLLEGE DISTRICT

500 Court Street
Martinez, California 94553

Diablo Valley College Cooperative Work Experience Program

Affiliate Agreement for Unpaid Internships

This Agreement (“Agreement”) is made and entered into this _____ day of _____, 20____, by and between **Contra Costa Community College District**, hereinafter referred to as the “DISTRICT,” and _____ herein referred to as the “AFFILIATE”;

WHEREAS, the DISTRICT operates a Cooperative Work Experience Program (“Program”), a work-experience educational program at Diablo Valley College for its students under which students receive academic credit for participation in an approved unpaid internship (“Internship”); and

WHEREAS, the Program is operated pursuant to Education Code section 78249 and California Code of Regulations, title 5, sections 55250-55257;

WHEREAS, the Internships subject to this Agreement are not part of an Apprenticeship program.

NOW, THEREFORE, the DISTRICT and AFFILIATE agree as follows:

1. **Term and Termination.** This Agreement shall be effective from _____ and continue for not to exceed five (5) years from the date entered, unless terminated sooner. This Agreement may be terminated by either party with or without cause upon thirty (30) days’ written notice to the other party provided that all students performing internship at the time of the termination are given the opportunity to complete their internship at the Affiliate’s facility(ies).
2. **Use of Facility(ies).** The AFFILIATE agrees to provide unpaid Internships in its facilities. The students will be subject to the rules and regulation of the AFFILIATE during the hours they are in the AFFILIATE’S facility(ies).
3. **Program Operations.**
 - a. The AFFILIATE will provide supervision, facilities, equipment and materials necessary for the students to perform the tasks of the Internship under this Agreement.
 - b. The students will not displace regular employees of the AFFILIATE.
 - c. The students shall not be entitled either to pay for the instructional or training time at the AFFILIATE’S facility(ies) or to a job with the AFFILIATE at the conclusion of the training/Program.
 - d. The AFFILIATE will provide a safe and clean work environment that complies with all Occupational Safety and Health Administration (“OSHA”) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws, and regulations relating thereto.

- e. The AFFILIATE shall comply with all applicable federal and state regulations.
 - f. The DISTRICT shall abide by all provisions of the California Administrative Code, title 5, and statutory requirements for its Program.
 - g. Employees or agents of AFFILIATE who enter onto DISTRICT premises for purposes of providing mentoring or training to students shall be subject to any health or safety requirements established by the DISTRICT. Prior to commencing work under this Agreement that would require mentoring or training of students on DISTRICT premises, AFFILIATE's affected employees and agents shall be fingerprinted and shall provide proof of all required health clearances, including, but not limited to, tuberculosis clearance.
 - h. The DISTRICT, AFFILIATE, and student/parent or guardian will sign an Agreement prior to each student beginning an Internship with the AFFILIATE in a form attached hereto as Exhibit "A."
 - i. The DISTRICT, AFFILIATE and student/parent or guardian shall also sign a learning agreement ("Objectives Agreement") prior to the student beginning the internship in the form attached hereto as Exhibit "B."
 - j. The AFFILIATE supervisor will meet with the DISTRICT instructor at least once during each semester to evaluate each student's performance.
4. **Employer and Workers' Compensation Coverage.** The DISTRICT under whose supervision, work experience education, cooperative vocational education, community classrooms, or a job shadowing experience, are provided shall be considered the employer under Division 4 (commencing with Section 3200) of the Labor Code of students receiving this training. The DISTRICT shall provide Workers' Compensation insurance coverage for each student who receives training at AFFILIATE's facility(ies).
5. **Independent Contractor.** The AFFILIATE is an independent contractor, and is not an officer, agent, or employee of the DISTRICT, and has no authority to contract or enter into any other agreement in the name of the DISTRICT.
6. **Insurance.** The DISTRICT and the AFFILIATE shall each secure and maintain during the term of this Agreement, comprehensive general public liability insurance for each student and instructor of at least One Million Dollars (\$1,000,000) for each claim, up to a total of Three Million Dollars (\$3,000,000) in any one year, to protect themselves against claims and liabilities for personal injury, death or property damage arising from the activities of the DISTRICT and the AFFILIATE respectively. Incidental malpractice is included in the provisions of the comprehensive general liability insurance so long as the student and instructor are acting within the scope of their assigned duties.
7. **Indemnification and Hold Harmless.** The AFFILIATE shall defend, indemnify and hold harmless the DISTRICT, its officers, employees, agents and students from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims from injury or damages occurring in connection with or incident to or arising out of the occupancy, use, service, operations or performance of work under this Agreement, resulting in whole or in part from the negligent or intentional acts or omissions of the AFFILIATE or its subcontractors, or any officers, employees, agents, or representatives of the AFFILIATE or its subcontractors.

8. **Assignment of Contract.** The AFFILIATE shall not assign the whole or any part of this Agreement, without the written consent of the DISTRICT and all sureties who have executed bonds on behalf of the AFFILIATE in connection with this Agreement.
9. **Equal Opportunity Clause.** The DISTRICT and AFFILIATE and their respective officers, employees, managers, and agents shall not discriminate against any person on the basis of any protected characteristic, including but not limited to race, religion, color, national origin, disabilities, marital status, age, or sex. The DISTRICT and AFFILIATE each affirm that it is an equal opportunity employer and shall comply with any other laws or regulations prohibiting discrimination as may be applicable to them.
10. **Compliance with Law.** AFFILIATE shall comply with all federal, state, and local statutes and regulations applicable to the operation of the program, including, but not limited to, confidentiality of student records.
11. **Notices.** Any notice or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other Party as follows:

To DISTRICT:

Contra Costa Community College District
 Attention: David Wetmore
 Title: Director of Purchasing & Contracts
 Address: Contra Costa Community College
 District (for Diablo Valley College)
 500 Court St, Martinez, CA 94553
 (925) 229.6955, Dwetmore136@4cd.edu

To AFFILIATE:

 Attention: _____
 Title: _____
 Address: _____

and/or to such other persons or places as either of the Parties may hereafter designate in writing. All such notices shall be effective when received.

12. **Governing Law.** This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed under the laws of said State without giving effect to conflicts of laws principles.
13. **Severability.** Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.
14. **Material Default.** In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after written notice of such default, this Agreement may be immediately terminated by the non-defaulting party.
15. **Entire Agreement; Amendments to Agreement.** This Agreement constitutes the entire agreement between the Parties who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied between the Parties to this Agreement. All provisions of this Agreement hereto shall remain in effect throughout the term thereof unless the Parties agree, in a written document signed by both Parties, to amend, add or delete any provision, except that the DISTRICT may amend the Agreement to accomplish changes required by law. Email

correspondence shall not qualify as a written document signed by an authorized signatory.

- 16. **Headings.** The headings contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.
- 17. **Waiver.** The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

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

Contra Costa Community College District

Affiliate

Name

Address

Authorized Signature

Authorized Signature

David Wetmore Dir. of Purchasing & Contracts
Printed Name and Title

Printed Name and Title

Date: _____

Date: _____

Phone Number: _____

Email: _____