



JOB SHADOW AGREEMENT ("Agreement")

Fresno Regional Occupational Program – UNPAID

Legal Doc./Contract No. of this signed Agreement (*Legal use only*): _____

COVER

COMPANY

Full legal name of other party (**"Company"**)

Attn: Name and/or title of contact person

Street address

City, State #####

Phone No.: (###) ###-#### FAX No.: (###) ###-#### Email: Email address

FCSS

Fresno County Superintendent of Schools (**"FCSS" or "Fresno ROP"**)

Attn: Janet Sloan, Executive Director

Fresno ROP

Fresno County Office of Education

1318 E. Shaw Avenue, Suite 420

Fresno, CA 93710

Phone No.: (559) 497-3860 FAX No.: (559) 497-3806 Email: jsloan@fcoe.org

CONTRACT TERM (see § 2.1)

"Effective Date": The Date this Agreement is signed and dated by the FCSS Superintendent, or Authorized Designee.

"Termination Date": Month Date, 20##

CONTRACT TERMINATION (see § 2.2)

"Ground for Termination": This Agreement may be terminated with or without cause

"Notice Period": At least 30 days before the effective date of termination of this Agreement

PROGRAM: Fresno ROP desires to provide for the instruction of students by means of a Job Shadow program which allows students to observe a business operation or a specific occupation within a business. The specific job shadow experience may not exceed twenty-nine (29) hours per year and is an unpaid experience. Company supports the educational objectives of providing job shadow experiences for students of Fresno ROP. The relevant program information is as follows:

Name of Class(es):

District(s):

School Site(s):

Instructor(s):

COMPANY OBLIGATIONS (see Art.1 &1A). Company's obligations under this Agreement include the following:

Company Shall:

1. Provide job shadow experiences for students referred by Fresno ROP who are eligible to participate in the program and who are qualified and acceptable to Company. Company may reject students who are not qualified or otherwise not acceptable for good cause, and may decline any student when it is determined that no suitable job shadow experiences are available.
2. Assign and direct job shadow activities that are meaningful for the student(s) and related to the subject and the competencies taught in the classroom
3. Consult the Fresno ROP instructor regarding problems that may arise pertaining to the students' job shadow experience and behavior.

4. Comply with all other provisions of this Agreement.

JOINT OBLIGATIONS. (see Art.1 &1A) The Parties shall both be responsible for the following obligations:

Company and Fresno ROP shall:

1. Assign students to job shadow experiences that provide experience consistent with the purpose of the Fresno ROP program.
2. Provide job shadow experiences with equipment, materials, and other resources conducive to an appropriate learning environment and that do not endanger the health, safety, welfare, or morals of the students.
3. Instruct students as to the Company's rules and regulations to be followed while performing job shadow observations.
4. Provide adequate supervision to ensure a planned program of job shadow observations in order that assigned student(s) may receive maximum educational benefits.
5. Ensure job shadow observations are meaningful and related to the subject and competencies taught in the classroom.
6. Maintain accurate records of students' attendance.
7. Company may request the termination of the job shadow experience of any student if the student's behavior is not satisfactory. Company shall advise Fresno ROP of unsatisfactory performance prior to terminating the student. Fresno ROP shall assume full responsibility for disciplining any student who fails to meet any requirement of the program.

In consideration of the covenants, conditions, and stipulations in and for good and valuable consideration and/or the mutual benefits to be derived from this Agreement, Company and FCSS, separately referred to as a **"Party"** and collectively as the **"Parties,"** hereby enter into this Agreement. Unless this Agreement states or the context requires otherwise, any reference to a Party shall mean the Party and its governing body, officers, employees, and agents, and, if Company is a school district or charter school, includes Agency's students. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

COMPANY

FCSS

By: _____
Print Name:
Title:

By: _____
Dr. Michele Cantwell-Copher, Superintendent
or Authorized Designee

Effective Date: _____

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

Article 1	Scope of Services and Obligations
Article 1A	Additional Requirements
Article 2	Term and Termination of Agreement
Article 3	Non-Discrimination
Article 4	Insurance
Article 5	Indemnity
Article 6	General Provisions

ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

SECTION 1.1 SCOPE. By this Agreement, the Parties desire to set forth the terms and conditions upon which the Parties shall cooperate and share responsibility for performance of this Agreement and to set forth the Parties' rights and obligations relating to this Agreement.

SECTION 1.2 PROGRAM. The unpaid job shadow experiences provided under this Agreement shall not: (A) provide the Company with an immediate benefit, (B) allow any student to displace or replace any employee of the Company, cause the hours of any such employee to be reduced, or preclude the hiring of additional Company employees, (C) include productive work of any kind as defined by State and Federal law and regulations.

Company shall not compensate any student(s) for any job shadow experiences provided under this Agreement, or treat such students as employees of the Company. Unpaid job shadow experiences under this Agreement shall only expand competencies developed in the classroom instruction portion of the vocational course/program utilizing the community classroom methodology.

ARTICLE 1A ADDITIONAL REQUIREMENTS.

SECTION 1A.1 WORK PRODUCTS AND RIGHTS THERETO. Unless stated otherwise on the Cover, the following applies to any data, document, display, drawing, report, material, invention, work, and discovery (whether written, recorded, or electronically stored), including any copyright, right, and interest therein or thereto (collectively "**Work**"), that a Party prepares for or provides to the other Party pursuant to this Agreement: (A) the Work of each Party shall remain its property and that Party shall have all rights thereto; (B) each Party grants to the other Party a limited license during the Contract Term to use and reproduce the other Party's Work for the purpose of performing this Agreement; and (C) upon termination of this Agreement and a Party's request, the other Party shall return any Work that belongs to the requesting Party. The provisions of this Section shall survive the termination of this Agreement.

SECTION 1A.2 CONFIDENTIAL RECORDS AND INFORMATION. If any document and/or information (e.g., employee or student records) that are subject to nondisclosure or protection under federal and/or California laws (collectively "**Confidential Materials**") are provided to or created by a Party for or pursuant to this Agreement, the Party shall: (A) not release, disseminate, publish, or disclose the Confidential Materials except as required by law or a court order, as this Agreement may permit, or as the other Party may authorize in writing; (B) not use the Confidential Materials for any purpose not related to the performance of this Agreement; and (C) protect and secure the Confidential Materials, including those that are saved or stored in an electronic form, to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. The provisions of this Section shall survive the termination of this Agreement.

SECTION 1A.3 COMPLIANCE WITH APPLICABLE LAWS. Each Party shall comply with all federal and California laws applicable to its performance of this Agreement. Each provision of law required to be inserted in or that applies to this Agreement shall be deemed inserted herein, and this Agreement shall be read and enforced as though such provision of law is inserted herein.

ARTICLE 2 TERM AND TERMINATION OF AGREEMENT.

SECTION 2.1 CONTRACT TERM. This Agreement shall become effective on the Effective Date stated on the Cover and shall continue in full force and effect thereafter until and including the Termination Date stated on the Cover ("**Contract Term**"), unless this Agreement is terminated during the Contract Term in accordance with Section 2.2 below.

SECTION 2.2 GROUND FOR TERMINATION. This Agreement shall terminate upon expiration of the Contract Term. During the Contract Term, a Party may terminate this Agreement with or without cause. A Party, with or without cause, may terminate this Agreement by giving the other Party written notice for the Notice Period stated on the Cover.

ARTICLE 3 NON-DISCRIMINATION.

The Parties shall not discriminate on the basis of actual or perceived race, color, national origin, ancestry, religious creed, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, gender identity,

gender expression or sexual orientation, or any other basis protected by federal, state or local law, ordinance or regulation, in its educational program(s) or employment.

No person shall be denied employment or participation in unpaid job shadow experiences solely because of any impairment which is unrelated to the ability to engage in activities involved in the position(s) or program for which application has been made. Upon the applicant providing notice to the FCSS, a reasonable accommodation will be provided to applicant so he/she may participate in the hiring/selection process.

ARTICLE 4 INSURANCE.

FCSS, at its own cost and during the Contract Term, shall maintain in effect insurance or self-insurance that complies, at a minimum, with the following requirements: *commercial general* liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate and with coverage for property damage, and bodily injury; and (B) *workers compensation* insurance coverage for all students furnished and assigned to Company pursuant to Education Code section 51769. Fresno ROP shall be the “employer” of all students for purposes of complying with the provisions of Division 4 of the California Labor Code (commencing with section 3200) concerning workers compensation.

ARTICLE 5 INDEMNITY.

The indemnity provision of the Fingerprinting Certification, the Sole Proprietor Fingerprinting Addendum, and/or the TB Certification, to the extent such document(s) is/are applicable as indicated on the Cover, shall govern to the extent provided therein. In all other respects relating to this Agreement, each Party’s indemnity, defense, and hold harmless obligations to the other Party under or related to this Agreement shall be governed solely by the provisions of this Article. A Party (“**Indemnitor**”) shall: (A) indemnify and hold harmless the other Party (“**Indemnitee**”) to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor’s liability based on a Final Determination; and (B) defend and pay for all of Indemnitor’s attorney’s fees and litigation costs related to any Claim or Loss without any right against or from the Indemnitee for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed. A Party’s obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. “**Claim**” means any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. “**Loss**” means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense, and/or cost (excluding attorney’s fees and litigation costs that a Party or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. “**Third Party**” means a person who or an entity that is *not* any of the following: (A) a Party; (B) an owner, director, officer, employee, or agent of Contractor; (C) an employee, agent, or volunteer of FCSS or a member, officer, or agent of the Fresno County Board of Education; or (D) contracted with (whether directly or through a subcontract of any level) or otherwise retained by a Party to act for or on the Party’s behalf. “**Final Determination**” means any judgment, order, or decision, each a “**Determination**,” by a court of competent jurisdiction or a governmental entity with jurisdiction to render the Determination where the Determination is not subject to appeal or the period for an appeal has expired.

ARTICLE 6 GENERAL PROVISIONS.

SECTION 6.1 ENTIRE AGREEMENT, CONFLICTS, EXECUTION, AMENDMENT, AND WAIVER. This Agreement is a complete and exclusive statement of the Parties’ agreement under Code of Civil Procedure section 1856. This Agreement consists of and any conflicts or inconsistencies in this Agreement shall be resolved by giving precedence as follows: the Cover, these General Terms and Conditions, Required Documents marked as required on the Cover, any exhibit or attachment that is stated on the Cover, and any amendment entered into by the Parties in accordance with this Section. The Parties may execute this Agreement and any amendment hereto in counterparts such that each Party’s signature is on a separate page. A copy or an original of this Agreement with the Parties’ signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any covenant, term, or condition of this Agreement only by a writing executed by them.

SECTION 6.2 INTERPRETATION, APPLICABLE LAWS AND TIME ZONE, VENUE, SEVERABILITY, AND SURVIVAL OF TERMINATION. This Agreement is to be interpreted according to its fair meaning and not strictly for or against any Party, and under California laws without giving effect to California’s choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in Fresno County, California, provided that FCSS does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties’ intent in this Agreement. Any provision in this

Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

SECTION 6.3 INDEPENDENT CONTRACTOR, ASSIGNMENT, AND TRANSFER. Each Party is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of the other Party. This Agreement does not and shall not be construed to create an agency relationship, partnership, or joint venture between the Parties. A Party shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without the other Party's' prior written consent; however, this provision shall not be read or construed to prohibit FCSS from contracting with one or more third parties to provide all or a part of the services required from FCSS under this Agreement.

SECTION 6.4 NOTICES. Except as may be stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at its address and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, postage prepaid; or (D) sent by regular mail *and* transmitted by e-mail; and, ***if to FCSS, a copy of any notice and demand by email to: Legal Services at legalservices@fcoe.org***. A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

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