

IMPERIAL VALLEY REGIONAL OCCUPATIONAL PROGRAM
Work-Based Learning, Community Classroom, Internship and/or Job Shadowing
AFFILIATE SITE LICENSE AGREEMENT



This Affiliate Site License Agreement by and between [AFFILIATE NAME, LEGAL ENTITY TYPE] _____, (the "Affiliate") and the Imperial Valley Regional Occupational Program ("IVROP"), a Joint Powers Agency among eight local educational agencies: Brawley Union High School District, Calexico Unified School District, Calipatria Unified School District, Central Union High School District, Holtville Unified School District, Imperial County Office of Education, Imperial Unified School District, and San Pasqual Valley Unified School District.

WHEREAS, IVROP is authorized by California Education Code section 52301 to maintain career and technical training programs for its students;

WHEREAS, the Affiliate has a laboratory learning site, located at [STREET ADDRESS, CITY, STATE] _____ (the "Premises") suitable for IVROP's training program;

WHEREAS, Affiliate's Premises are safe, appropriate and meet IVROP's standards for the IVROP's training program laboratory learning experience;

WHEREAS, IVROP seeks and Affiliate grants by this Agreement a license to enter upon and use Affiliate's Premises, as identified above, limited by the term of this Agreement; and

WHEREAS, Affiliate agrees to provide its Premises for use as the laboratory learning site for the learning experiences of IVROP students during the term of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration received, the sufficiency of which is hereby expressly acknowledged, it is mutually agreed by and between the IVROP and Affiliate, and each of them, as follows:

- 1. Use.** Affiliate hereby grants to IVROP, its staff and students, a non-exclusive license to enter upon and use the Premises, and the right of ingress and egress to and from the Premises, subject to the terms and conditions herein, for the purpose of IVROP's career and technical training program. Affiliate hereby agrees to provide the Premises for the use of IVROP students at the times and dates as regulated by Affiliate's management with the consent of IVROP staff.
- 2. Term.** The term of this Agreement shall commence on [DATE] _____ and end and automatically terminate on [DATE] _____ (the "Term").
- 3. Termination.** IVROP may terminate this Agreement for any reason by providing Affiliate with written notice of its intent to terminate, thirty (30) days prior to the effective termination date. Affiliate may terminate this Agreement by providing the IVROP with written notice of its intent to terminate, thirty (30) days prior to the effective termination date.
- 4. Conditions Applicable To License To Use Premises.** IVROP shall not unreasonably interfere with the normal operations and activities of Affiliate during the Term of this Agreement. IVROP shall use ordinary care in its activities on the Premises to minimize any damage to the Premises and inconvenience to Affiliate, its agents, employees and invitees. IVROP students will complete any necessary qualifying tests prior to placement in laboratory learning experiences. All IVROP students are under the authority of IVROP and will be subject to the rules and regulations of IVROP. While on the Premises during the Term of this Agreement, IVROP students shall also be subject to the Affiliate's rules and regulations. IVROP staff will log and otherwise document student progress via personal contact with the Affiliate site supervisor every twentieth hour that the student is at Affiliate's Premises, and will provide the affiliate with appropriate contact information should contact be necessary before such time. Affiliate expressly agrees that no IVROP student in a laboratory learning experience under this Agreement will displace a regular employee of Affiliate.
- 5. Assignment.** Neither Affiliate nor IVROP may transfer or assign this Agreement, or any duties or obligations arising under this Agreement, without the prior written consent of the other party.
- 6. Insurance.** IVROP shall, at its sole cost and expense, insure its activities in connection with its use of Affiliate's Premises. IVROP shall also maintain workers' compensation insurance for its students and staff participating in the training program on the Premises. IVROP and the student's district of residence consider students participating in the laboratory learning experiences at the Affiliate's Premises to be "volunteer workers" for workers' compensation purposes. Affiliate shall, at its sole cost and expense, insure its operations and use of the Premises, including but not limited to maintaining comprehensive general liability, property, workers' compensation, and automobile insurance, as applicable.
- 7. Indemnification.** To the fullest extent permitted by California law, the IVROP and Affiliate agree to save, indemnify, defend, and hold harmless each other from any and all liability, claims, suits, actions, arbitration

proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this License Agreement, and attributable to the fault of the other. Following a determination of the percentage of fault and or liability by agreement between the IVROP and the Affiliate or a court of competent jurisdiction, the party responsible for liability to the other will indemnify the other Party to this Agreement for the percentage of liability determined.

- 8. **Non-Discrimination.** During the performance of this Agreement, neither IVROP nor Affiliate shall subject any IVROP employee or student, or Affiliate employee or agent, to discrimination on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code.
- 9. **Confidentiality.** Affiliate shall provide IVROP, its employees and students, with written notice of any confidentiality laws and requirements related to IVROP student's laboratory learning experience at Affiliate's premises, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and California Civil Code section 56.10, et seq., as applicable. IVROP employees and students shall comply with any applicable confidentiality laws and requirements as noticed by Affiliate, during the Term of this Agreement.
- 10. **Fingerprinting Requirements.** Affiliate hereby acknowledges that, if determined by the IVROP in its sole discretion to be necessary for the safety of IVROP's students, Affiliate may be required to comply with the requirements of Education Code section 45125.1 with respect to fingerprinting of employees at Affiliate's premises who may have contact with the IVROP students. If required by the IVROP, Affiliate must provide for the completion of a Fingerprint Certification form, in IVROP's required format, prior to any of the Affiliate's employees coming into contact with the IVROP's students. Affiliate further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code section 45125 et seq., and will comply with any such requirements if required by the IVROP.
- 11. **Notice.** Any notice required under this Agreement shall be in writing and shall be addressed as follows:

To IVROP: Mr. Edwin P. Obergfell, IVROP Superintendent
687 State Street, El Centro, CA 92243

To Affiliate: [NAME/TITLE] _____
[AFFILIATE] _____
[MAILING ADDRESS, CITY, STATE, ZIP] _____

- 13. **Modifications.** This Agreement supersedes any and all prior understandings and agreements, whether written or oral, between the IVROP and Affiliate with respect to the subject matter of IVROP's license to use the Premises. No alteration or variation of this Agreement shall be valid unless made in writing and signed by duly authorized representatives of the IVROP and Affiliate.
- 14. **Breach and Cure.** In the event that IVROP or Affiliate breach any of their obligations under this Agreement, the non-breaching party shall send written notice to the party in breach, specifying the nature of such breach. The breaching party shall have ten (10) days from receipt of such notice to cure the breach. If more time is reasonably required for cure, the breaching party shall commence performance within ten (10) days of receipt of notice, notifying the non-breaching party of its intent to cure along with a reasonable estimate for date of completion, and thereafter, diligently and timely proceed to completion. If the breaching party fails to cure or to commence cure within the ten (10) day period, the non-breaching party shall have the right to terminate this Agreement immediately by serving the breaching party with written notice of termination. The non-breaching party shall have all rights and remedies available under California law including, but not limited to, actions for damages and specific performance, for any breach of the obligations hereunder.

Each person signing below hereby warrants and guarantees that he/she is legally authorized to execute this Affiliate Site License Agreement on behalf of the entity designated below and that his/her signature will bind his/her designated entity to all of the terms of this Agreement.

IN WITNESS WHEREOF, the IVROP and Affiliate have executed this Affiliate Site License Agreement as dated below.

IVROP Superintendent

Date _____

Affiliate (Duly Authorized Representative)

Date _____

Legal Entity Name of Affiliate