



AFFILIATION AGREEMENT BETWEEN AND DISTRICT

[denotes optional/editable wording based on context]
[denotes "comment only" to be deleted in final copy]

This AFFILIATION AGREEMENT ("the Agreement") is made and entered into this [] day of [], by and between [] ("AFFILIATE") and [] ("DISTRICT").

RECITALS

DISTRICT provides education and training for students in various aspects of [nursing/pharmacy studies/health occupations/engineering/construction trades/automotive engineering/restaurant management/cooking/general office/management internship/apprenticeship] and desires that, when appropriate, its students obtain [clinical, internship, apprenticeship] experience.

AFFILIATE operates facilities in [], which are available for education and [internship/apprenticeship] in [nursing/pharmacy studies/health occupations/engineering/construction trades/automotive engineering/restaurant management/cooking/general office/management].

While in the performance of this Agreement, the students shall serve as volunteers without compensation and are not to be considered officers, employees, representatives, or agents of either DISTRICT or the AFFILIATE.

It is to the mutual advantage of both parties to provide educational facilities, education, and training in [nursing/pharmacy studies/health occupations/engineering/construction trades/automotive engineering/restaurant management/cooking/general office/management]] (the "Program").

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises, terms and conditions hereinafter set forth, the parties understand and agree as follows:

1. **Term.** This Agreement shall commence with its signing and continue in force for a period [of one (1) year], and may be renewed [annually] by mutual consent of the parties. Either party may cancel this Agreement, with or without cause, after giving thirty (30) days prior written notice [provided further, however, that any such termination shall not be effective against any student who at the date of mailing of said notice was participating in said Program until such student has completed the Program for the then current academic year].
2. **Relationship of the Parties.** The parties acknowledge and agree that this Agreement is not intended and shall not be construed to create the relationship of independent AFFILIATE, agency, employment, partnership, joint-ventureship, or association by and between AFFILIATE and DISTRICT and any of their officers, directors, trustees, volunteers, employees, agents, or representatives. Each party shall be solely liable for its own debt, obligations, acts, and omissions, including the payment of all liability, withholding, social security, worker's compensation, or other taxes or benefits on behalf of its own employees.
3. AFFILIATE understands and agrees that students of the Program shall not receive any pay or remuneration from AFFILIATE while participating in the Program.
4. **Obligations and Rights of AFFILIATE.**
 - A. AFFILIATE will provide reasonable use of its facilities to DISTRICT for the education and training of students provided by DISTRICT in the aspects of [nursing/pharmacy studies/health occupations/engineering/construction trades/automotive engineering/restaurant management/cooking/general office/management]. AFFILIATE will provide the cooperation of its staff for instruction to the students of DISTRICT.

- B. AFFILIATE shall permit designated students and staff of DISTRICT to use services and facilities of AFFILIATE as set forth herein. The level of services and the number of students involved shall be determined by mutual agreement between the parties.
- C. AFFILIATE will designate an employee to coordinate with the DISTRICT's representative, a qualified faculty member designated by DISTRICT, in planning, implementing and coordinating the Program.
- D. AFFILIATE shall identify AFFILIATE employees to serve as preceptors to the students. The final selection of the preceptors shall be made with the mutual consent of the AFFILIATE and the DISTRICT's representative. **[The preceptors shall serve on a volunteer basis.]**
- E. AFFILIATE shall provide DISTRICT with current copies of procedure guidelines and written policies.
- F. AFFILIATE may, from time to time, issue non-discriminatory rules and regulations, which shall be discussed with DISTRICT before implementation, and which shall be enforced by DISTRICT and AFFILIATE upon the students, employees, and faculty of DISTRICT.
- G. **AFFILIATE SHALL, AT ALL TIMES, REMAIN RESPONSIBLE FOR ITS OWN BUSINESS ACTIVITIES, INCLUDING THE QUALITY OF SERVICES PROVIDED TO ITS CLIENTS. AFFILIATE AGREES THAT THE DISTRICT ITS TRUSTEES, OFFICIALS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS SHALL NOT HAVE ANY LIABILITY WITH RESPECT TO, AND AFFILIATE HEREBY WAIVES, RELEASES, AND AGREES NOT TO SUE ANY OF THEM UPON, ANY CLAIM FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES SUFFERED OR INCURRED BY THE AFFILIATE IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO 1) ANY ACTIVITIES OCCURRING ON AFFILIATE'S PREMISES, 2) ANY BUSINESS ACTIVITIES OF AFFILIATE AND 3) THE SERVICES PROVIDED BY AFFILIATE TO ITS CLIENTS.**
- H. **[AFFILIATE shall abide by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 Privacy Rule, which provides for comprehensive Federal protection for the privacy of personal health information.]**
- I. **[AFFILIATE has the ultimate responsibility for the quality of care given to patients.]**
[G. and H. apply only to nursing/pharmacy studies/health occupations]
- J. AFFILIATE shall ensure that all students receive site-specific and/or task-specific training, i.e., how to safely use equipment, understand the site's emergency procedures (fire drills, disaster drills, etc.), sign-in and -out procedures, etc. in coordination with DISTRICT's representative.
- K. AFFILIATE may refuse access to any student or faculty member of the DISTRICT who does not meet AFFILIATE's employee standards for safety, health or ethical behavior. **[AFFILIATE will resolve any dispute or problem situation in favor of its patients or staff, or AFFILIATE'S welfare and restrict access of any student or faculty member of DISTRICT until such time as such dispute or problem can be resolved by good faith negotiation between AFFILIATE and DISTRICT.]** **[this last sentence applies only to nursing/pharmacy studies/health occupations]**
- L. AFFILIATE may request DISTRICT to withdraw from the Program any student who, in AFFILIATE's judgment, is not performing satisfactorily, or who refuses to follow AFFILIATE's administrative **[and patient care]** **[this last phrase applies only to nursing/pharmacy studies/health occupations]** policies, procedures, rules and regulations.
- M. Under the terms of this Agreement, AFFILIATE may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publicly available, which is covered by federal or state privacy laws, rules, and regulations, including but not limited to the Family Educational Rights and Privacy Act of 1974 (FERPA) 20 U.S. § 1232g; the Protection of Pupil Rights Amendment (PPRA) 20 U.S.C. 1232h, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) 42 U.S.C. § 300gg and 29 U.S.C § 1181 et seq. and 42 USC 1320d et seq., AB 1584, found at California Education Code § 49073.1, the Children's Online Privacy Protection Act of 1998 (COPPA) 15 U.S. Code §§ 6501 et seq., the Student Online Personal Information

Privacy Act (SOPIPA) Cal. Bus. & Prof. Code § 22586 et seq., the Early Learning Personal Information Protection Act (ELPIPA) Cal. Bus. & Prof. Code § 22586 et seq., or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District (“Confidential Information”). AFFILIATE understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the DISTRICT’s policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District.

- N. AFFILIATE shall always be responsible for implementing reasonable and appropriate safety measures which ensure against injury or damage to any person or property. AFFILIATE shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, DISTRICT policies and procedures, and shall exercise all necessary precautions for the safety of the employees and agents of AFFILIATE, District employees and students, as may be appropriate to the nature of the Program. Safety precautions, as applicable, include but are not limited to: (1) implementation of adequate life protection and life-saving equipment and procedures (i.e. equipment, wearing apparel, and other safety devices appropriate to AFFILIATE’S activities); (2) instructions in accident prevention for all employees, agents, volunteers, and students of the Program, as may be appropriate or lawfully required to prevent accidents or injuries; and (3) provision of adequate equipment, personnel, and facilities for the proper inspection and maintenance of all safety measures.
- O. **[Mandatory Reporter Requirements: AFFILIATE acknowledges and understands that, pursuant to California Penal Code Section 11165.7, certain employees, agents, and volunteers of AFFILIATE whose duties include contact and supervision of children may be considered mandatory reporters of known or suspected instances of child abuse or neglect. AFFILIATE will ensure that all employees, agents, and volunteers of AFFILIATE, including any students in the Program, who are mandatory reporters will take the Child Abuse Mandated Reporter Educators Training Module as required by law. AFFILIATE agrees to make this training available to each mandatory reporter at its sole cost an expense.]**
- P. **[Live Screen Criminal Background Check Requirements: AFFILIATE, at its sole cost and expense, and as necessary to satisfy the requirements of any state or federal law, rule, or regulation, or any DISTRICT policy, will conduct all required criminal background checks of its employees, agents, and volunteers of AFFILIATE, including, including any students in the Program if required by law. AFFILIATE further acknowledges and agrees that no AFFILIATE employees, agents or representatives shall come into contact with minor students of the Program if they have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).]**
- Q. **[Unsupervised Contact: “Unsupervised contact” with minor students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct District supervision. As required by DISTRICT policy, AFFILIATE shall ensure that AFFILIATE and its officers, employees, and agents will have no direct, unsupervised contact with minor students of the Program. AFFILIATE will work with DISTRICT to ensure compliance with this requirement. If AFFILIATE is unable to ensure through a security plan that none of its officers, employees, or agents, will have direct, unsupervised contact with minor students of the Program in a particular circumstance or circumstances, then AFFILIATE shall notify DISTRICT before beginning any work that could result in such contact. In addition to any Live Screen Criminal Background Check Requirements as set forth above, AFFILIATE authorizes DISTRICT, at its discretion, to obtain information about AFFILIATE and its history and to independently conduct its own criminal background check, including fingerprinting, of any AFFILIATE officers, employees, or agents who may**

have unsupervised contact with minor students of the Program. AFFILIATE shall cause its employees to authorize DISTRICT to conduct these background checks. Unless otherwise required by law, AFFILIATE shall pay all fees for processing the background check.]

5. **Obligations and Rights of DISTRICT.**

- A. DISTRICT assumes primary responsibility for academic supervision, accreditation, grading, record keeping and instruction and discipline of all students of DISTRICT. [DISTRICT will provide all instructional materials and supplies at no cost to AFFILIATE.] DISTRICT shall produce to AFFILIATE the vita and qualifications for each faculty member in the Program. DISTRICT will designate a qualified faculty member to coordinate with a designee of AFFILIATE in planning the Program, and to be responsible for supervision of the students' academic progress.
- B. DISTRICT shall provide to AFFILIATE, prior to the beginning date of the Program, written assurance that each student, employee, and faculty member who participates on-site at AFFILIATE's facilities meets AFFILIATE's health and fitness status requirements[, including, but not limited to: (a) an annual TB skin test and, if negative, a chest x-ray, (b) immunization (if over 18 years of age) including hepatitis B or waiver of same, diphtheria, and tetanus, and (c) proof of immunity to rubella, rubella and varicella]. this last phrase applies only to nursing/pharmacy studies/health occupations] Students, employees and faculty of DISTRICT shall be responsible for their own medical expenses. Students, employees and faculty have an ongoing obligation to notify AFFILIATE of any relevant updates or changes to their medical records.
- C. Within five (5) days of receipt thereof, DISTRICT shall comply with the written request of AFFILIATE to withdraw from the Program any student who, in AFFILIATE's judgment, is not performing satisfactorily, or who refuses to follow AFFILIATE's administrative and patient care policies, procedures, rules and regulations.
- E. [DISTRICT acknowledges that in connection with the Program, DISTRICT and students participating thereto may be given access to confidential patient and other information of AFFILIATE and agrees that DISTRICT and all such students shall at all times comply with all applicable provisions of the privacy and security regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 and AFFILIATE's policies and procedures related to the confidentiality and security of patient health and other confidential information. DISTRICT agrees, and shall cause each student participating in the Program, to keep strictly confidential all patient health information and all information related to the business of AFFILIATE and to not disclose or reveal any such confidential information obtained by DISTRICT and such students in the Program to any third party without the prior written consent of AFFILIATE. DISTRICT shall provide training to each student participating in the Program regarding the confidentiality of patient health information and shall require each such student to comply with any additional HIPAA privacy and security training requirements of AFFILIATE. The provisions of this Section shall survive termination or expiration of this Agreement.] [applies only to nursing/pharmacy studies/health occupations]
- F. [DISTRICT shall comply with all applicable policies of AFFILIATE, and all state and federal statutes, rules and regulations, including, but not limited to, compliance with the anti-kickback statute, 42 U.S.C. 1320a-7b(b) and the Stark law, 42 U.S.C. 1395nn, and all other governing healthcare programs.] [applies only to nursing/pharmacy studies/health occupations]

6. **Students.** AFFILIATE and DISTRICT will mutually agree to the maximum number of students who may participate in the Program, and to the schedule of the times that students are expected to be in the facilities. DISTRICT will only refer those students to the Program who have successfully completed the required curriculum or who are otherwise qualified. [Student uniforms will be supplied at no cost to AFFILIATE.] Student must wear his/her school student badge along with the visitor badge provided by AFFILIATE.

7. **Mutual Indemnification.**

- A. The DISTRICT shall defend, indemnify, and hold harmless the AFFILIATE, and its directors, officers, employees, volunteers, and agents (“AFFILIATE Indemnitees”) from and against all liabilities, losses, expenses, claims, actions, or judgments (including payment of reasonable attorneys’ fees and costs, and other related costs and expenses) recovered or made against any AFFILIATE Indemnitee for any damage, injury, or death to persons or damage to property arising out of or resulting from: (1) any negligent or intentional acts or omissions of the DISTRICT and (2) the DISTRICT’s breach of any of its representations or warranties in this Agreement. The District’s indemnification hereunder does not extend to any activities occurring on AFFILIATE’s premises, including while the DISTRICT is engaged in training of students in the Program, unless arising from the sole negligence or intentional conduct of the DISTRICT. Rather, as set forth below, the AFFILIATE is obligated to defend and indemnify DISTRICT from all liability which results from any conditions occurring on the premises of the AFFILIATE. The District’s indemnification does not extend to any damage, injury, or death caused by the sole negligence or willful misconduct of the AFFILIATE, its directors, officers, directors, employees, volunteers, or agents.
- B. The AFFILIATE shall defend, indemnify, and hold harmless the DISTRICT, its trustees, officials, officers, employees, volunteers, and agents (“DISTRICT Indemnitees”) from and against all liabilities, losses, expenses, claims, actions, or judgments (including payment of reasonable attorneys’ fees and costs, and other related costs and expenses) recovered or made against any DISTRICT Indemnitee for any damage, injury, or death to persons or damage to property arising out of or resulting from: (1) any negligent or intentional acts or omissions of the AFFILIATE its directors, officers, employees, volunteers, or agents, (2) the AFFILIATE’s breach of any of its representations or warranties in this Agreement, (3) all liability resulting from conditions occurring on the AFFILIATE’s premises, including without limitation, any activities occurring while the DISTRICT is engaged in training of students of the Program, and (4) the business activities of the AFFILIATE. Affiliate’s indemnification hereunder includes but is not limited to conditions created by this Agreement or which are based upon the violation of any statute, ordinance, or regulation.
- C. The indemnification obligations set forth in this Agreement are in addition to any common law or statutory liability and indemnification rights available to either party.
- D. The indemnifications granted hereunder include, but are not limited to, the payment of all damages and attorney’s fees, fines, penalties and other related costs and expenses. The indemnitor’s defense obligations (with counsel approved by the indemnitee), shall arise immediately upon tender of any of the indemnitees, and the defense shall be paid at the indemnitor’s own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the indemnitees, notwithstanding whether liability is, can be or has yet been established. Indemnitor shall pay and satisfy any judgment, award or decree that may be rendered against any of the indemnitee, in any such suit, action or other legal proceeding.
- E. Either party, upon receipt of tender from any indemnitee hereunder (the “Tendering Indemnitee”), may refuse to provide indemnity or defense hereunder (the “Refusing Party”), if the Refusing Party, in reliance upon an opinion of qualified counsel, has determined that a valid basis exists for determining that the claim, for which indemnity or defense is sought, is not required to be indemnified or defended pursuant to the terms of this Agreement. A refusal to indemnify or defend under such circumstances shall not be a material breach of this Agreement. However, if the Tendering Indemnitee shall be required by a final judgment to pay any amount in respect of any obligation or liability against which it has been determined by final judgment that the Refusing Party is required to indemnify or defend under this Agreement, the Refusing Party shall promptly reimburse the Tendering Indemnitee in an amount equal to the amount of such payment. Further, if such refusal, or any failure, to provide a defense against a claim is determined by a final judgment not to have been reasonably justified under the circumstances, then the Refusing Party: (i) shall be obligated to pay all of the damages and out-of-pocket expenses incurred by the Tendering Indemnitee in defending said claim, including, but

not limited to, the value of the time, including travel time, that all of the employees, agents and representatives of the Tendering Indemnitee dedicated to, or expended in furtherance of, the defense of said claim; and (ii) without any further action from any party, the Refusing Party hereby intentionally relinquishes and waives any and all rights of every nature to dispute, defend against or contest, in any manner, (including but not limited to the waiver of every defense of every nature) the claim of the Tendering Indemnitee regarding the amount of, reasonableness of, necessity for or the Refusing Party's obligation to pay, the costs, fees and expenses, and other Damages incurred by the Tendering Indemnitee in defending the claim.

8. **Insurance Requirements.** Without limiting the indemnification obligations stated above, each party to this Agreement shall provide and maintain at its own expense a program of insurance or self-insurance covering its activities and operations hereunder.

- A. AFFILIATE shall, at its sole cost and expense, procure and maintain, for the duration of this Agreement, insurance or self-insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance hereunder by the AFFILIATE and AFFILIATE's agents, representatives, officers, employees, or agents. The following insurance coverage(s), as applicable, are required:
- i. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. DISTRICT, its board of trustees, employees, agents, and volunteers must be named as additional insureds with respect to sexual abuse and molestation claims. The coverage must contain a severability of interests/cross liability clause or language stating that AFFILIATE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - ii. Professional Liability (Errors and Omissions) Insurance appropriate to AFFILIATE's profession, with limit no less than \$2,000,000 per occurrence or claim, \$4,000,000 aggregate.
 - iii. Sexual Abuse and Molestation Insurance: In the event any direct or incidental contact with minor students is likely to take place, AFFILIATE must provide coverage for sexual abuse and molestation which covers bodily injury, emotional distress or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse, with limits no less than \$3,000,000 per wrongful act and \$6,000,000 aggregate. This coverage may be provided as an endorsement to the Commercial General Liability policy or under a separate policy and must be written on an "occurrence" and not on a claims made or claims made and reported basis. Coverage for such claims must not be subject to any exclusion, restriction, or sub-limit. DISTRICT, its board of trustees, employees, agents, and volunteers must be named as additional insureds with respect to sexual abuse and molestation claims. The coverage must contain a severability of interests/cross liability clause or language stating that AFFILIATE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - iv. If AFFILIATE uses any automobile in connection with its business activities, AFFILIATE must have Automobile Liability Coverage: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if AFFILIATE has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - v. Workers' Compensation per statute and Employer's Liability Insurance in an amount of not less than \$1,000,000 per accident or occupational illness for AFFILIATE employees.

- B. The DISTRICT shall, at its sole cost and expense, procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with its performance hereunder by the DISTRICT and its agents, representatives, officers, employees, or agents. The following insurance coverage, as applicable, are required:
- i. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. LPVROP, its trustees, officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Business Partner, including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the AFFILIATE's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG).
 - ii. Employer's Liability Insurance: Must be procured in an amount of not less than \$1,000,000 per accident or occupational illness.
- C. Workers' Compensation Insurance.
- i. If any student of the Program is considered an employee of the DISTRICT pursuant to Labor Code Section 3368 or 3363.5, Education Code Section 51769, or other provision of law, the DISTRICT shall be responsible for obtaining and maintaining Workers' Compensation Insurance for the benefit of students of the Program as required by the California Labor Code.
 - ii. Unless any student of the Program is considered an employee of the DISTRICT pursuant to Labor Code Section 3368 or 3363.5, Education Code Section 51769, or other provision of law, the AFFILIATE shall be responsible for obtaining and maintaining Workers' Compensation Insurance for the benefit of students of the Program as required by the California Labor Code.
- [DISTRICT and AFFILIATE should each consult with their respective legal counsel and confirm with each other that there is a mutual understanding as to which of these paragraphs applies (i.e. who is responsible for maintaining workers' compensation for the students of the Program)]**
- D. For any claims arising out of or resulting from this Agreement, the AFFILIATE's insurance coverage shall be primary insurance coverage, at least as broad as ISO CG 20 01 04 13, as respects the DISTRICT, its board of trustees, and their officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the DISTRICT, its board of trustees, and their officials, employees, volunteers, and agents shall be excess of the AFFILIATE's insurance and shall not contribute with it.
- E. Any commercial insurance procured pursuant to these requirements is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable by the other party, and must be authorized to conduct business in the state of California, or approved by the Surplus Lines Association to do business in California. The current List of Approved Surplus Line Insurers ("LASLI") is maintained by the California Department of Insurance at <http://www.insurance.ca.gov/01-consumers/120-company/07-lasli/>.
- F. AFFILIATE hereby grants to DISTRICT a waiver of any right to subrogation which any insurer of said AFFILIATE may acquire against the DISTRICT by virtue of the payment of any loss under such insurance. AFFILIATE agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not DISTRICT has received a waiver of subrogation endorsement from the insurer.
- G. Upon request, each party shall furnish the other party with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage

required by this Agreement. The endorsements are to be signed by the person authorized by that Insurer to bind coverage on its behalf.

9. **Dispute Resolution.**

- A. Negotiation. Any dispute that any party may have regarding the performance of this Agreement shall be submitted to the other party within 30 days of its occurrence. The parties shall attempt to negotiate a resolution of such dispute.
- B. Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be resolved through direct discussions, the parties agree to first endeavor to resolve the dispute in an amicable manner by non-binding mediation under the applicable rules of the Judicial Arbitration and Mediation Service (JAMS), or other similar organization mutually selected by the parties.. If any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, remains after mediation, the matter shall be determined in a court of law of proper jurisdiction in the DISTRICT's place of venue.
- C. Claims Statute Requirement. This provision does not relieve any party of its obligation to timely comply with all applicable provisions of the Government Claims Act before initiating any legal proceeding against the other party.
- D. This Agreement will be governed by, and construed in accordance with, the laws of the State of California, and the rules and regulations issued pursuant thereto.

10. **Notice.** All notices, consents or other communications in which either party is required or may desire to give to the other under this Agreement shall be in writing and shall be given by personal delivery; by deposit, postage prepaid, in the United States mail, certified or registered mail, return receipt requested; by overnight delivery; or by facsimile, addressed to the parties at their respective addresses set forth below, which may from time-to-time be changed by the parties:

If to AFFILIATE: [_____ _____ _____] Attn: [_____]	If to DISTRICT: [_____ _____ _____] Attn: [_____]
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- 11. **No Financial Arrangement.** This Agreement does not provide for any payment or exchange of money or financial obligations.
- 12. **Integration of Understandings.** This Agreement is intended as the complete integration of all understandings between DISTRICT and AFFILIATE and supersedes all prior negotiations, representations or Agreements, if any.
- 13. **Enforceability.** If any provision of this Agreement is adjudged to be void or unenforceable, in whole or in part, such determination shall not affect the validity of the remainder of the provisions that shall remain in full force and effect and be enforceable according to their terms. Each provision of this Agreement is declared to be severable from every other provision and constitutes a separate and distinct covenant.
- 14. **Assignment and Amendments.** Neither party may assign or amend this Agreement without the prior written consent of the other party. Any amendment to or deletion from this Agreement shall become effective at the time specified in the amendment or deletion.
- 15. **[Advertising. DISTRICT shall not use the name of AFFILIATE, its officials or employees in any advertising or solicitation for business or as a reference, without the prior approval of the AFFILIATE. AFFILIATE shall not use the name of DISTRICT, its officials or employees in any advertising or solicitation for business or as a reference, without the prior approval of the DISTRICT.]**
- 16. **No Waiver.** If in one or more instances a party fails to insist that the other party perform any of the terms of this Agreement, such failure shall not be construed as a waiver by such party of any past, present or future right granted under this Agreement; the obligations of both parties under this Agreement shall continue in full force and effect.

17. **Non-Exclusive Agreement.** This Agreement between DISTRICT and AFFILIATE is non-exclusive, and each party reserves the right to contract with other schools or affiliates to arrange the same or similar programs as covered by this Agreement.
18. **Headings.** Paragraph headings are for reference only and do not constitute part of this Agreement.
19. **Nondiscrimination.** In connection with performance of this Agreement and subject to applicable rules and regulations, DISTRICT shall not discriminate against any student or applicant for volunteering opportunity because of race, religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or disability. DISTRICT shall ensure that students and applicants are treated without regard to these bases. These actions shall include, but not be limited to, the following: recruitment or recruitment advertising; termination; and selection for training.
20. **Audit.** AFFILIATE shall have the right at all reasonable times during the term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement to examine, audit, inspect, review, extract information from and copy all books, records, accounts and other documents of DISTRICT relating to this Agreement.
21. **Third Party Beneficiary.** This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.
22. **Interpretation.** The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.
23. **Survival.** Upon the expiration or other termination of this Agreement, the respective rights and obligations of the parties hereto shall survive such expiration or other termination to the extent necessary to carry out the intentions of the parties under this Agreement.
24. **Authority.** The undersigned warrant that they are duly authorized representatives of the parties and have been empowered to execute this Agreement on behalf of the party indicated.

I HAVE READ THIS CONTRACT, INCLUDING ALL EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be signed by its duly authorized representative on the dates indicated below.

Date: [_____,] 201[]

Date: [_____,] 201[]

For AFFILIATE:

By: [_____]

Name: [_____]

Title: [_____]

Address: [_____]

For DISTRICT:

By: [_____]

Name: [_____]

Title: [_____]

Address: [_____]