



BEAUMONT UNIFIED SCHOOL DISTRICT

350 Brookside Ave.
Beaumont, CA 92223

**Beaumont Unified School District Work-Based Learning / Work Experience Program
Agreement for Affiliation**

This Agreement (“Agreement”) is made and entered into as of the later of _____, or the execution of the Agreement by both parties (the “Effective Date”) between **Beaumont Unified School District** (“DISTRICT”), and _____ (“AFFILIATE”)

WHEREAS, the DISTRICT operates a Career Technical Education (CTE) Work-Based Learning and Work Experience Program (“Program”) for its students under which students receive academic credit towards their high school diploma for participation in a work-place setting learning about the different types of vocational or occupational training offered through the Program, and,

WHEREAS, the AFFILIATE has the below listed facility(ies) and is willing to make it/them available to the DISTRICT’s students accepted into the Work Based Learning (WBL) / Work Experience Education (WEE) Program (herein referred to as “Accepted Students”), at no cost, for the use in the work-based mentoring of the DISTRICT’s students enrolled in the Program, and/or is willing to provide work-based mentoring to students enrolled in the Program at their school sites.

Address(es): _____

NOW, THEREFORE, in consideration of the terms and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DISTRICT and AFFILIATE agree as follows:

1. **Term and Termination.** The term of this Agreement shall be five (5) years commencing on the later of _____, or the execution of the Agreement by both parties (the “Effective Date”). This Agreement may be renewed through mutual written agreement signed by both parties. This Agreement may be terminated by either party with or without cause upon thirty (30) days’ written notice to the other party.
2. **Use of Facility(ies).** The AFFILIATE agrees to make the above-listed facility(ies) available to the DISTRICT for the instruction of the Accepted Students enrolled in a WBL / WEE Program.

- a. The Accepted Students will be subject to the rules and regulations of the AFFILIATE during the hours they are within the AFFILIATE'S facility(ies) and participating in the WBL/WEE Program at the facility(ies). DISTRICT shall communicate and advise Accepted Students on their responsibility for complying with AFFILIATE rules, regulations, policies and procedures and ensure students' compliance with the same.
- b. Students will wear appropriate identification to designate them as Accepted Students.

3. **Program Operations.**

- a. All instruction, time schedules, and use of AFFILIATE'S facility areas or departments will be coordinated by DISTRICT staff and the managing personnel of the AFFILIATE.
- b. The AFFILIATE will provide necessary orientation to the Accepted Students.
- c. Accepted Students in an unpaid internship will not displace regular employees of the AFFILIATE.
- d. Accepted Students in an unpaid internship shall not be entitled either to pay or benefits for the instructional or training time, or services rendered at the AFFILIATE'S facility(ies), or to a job with the AFFILIATE at the conclusion of the training/Program.
- e. 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.
- f. The DISTRICT shall bear all expenses of conducting the Program class. The AFFILIATE shall have no obligation under this Agreement, except as herein provided.
- g. The DISTRICT shall abide by all provisions of the California Administrative Code, Title V, and the Community Classroom and Cooperative Vocational Education requirements and all other applicable laws, rules and regulations, local, state, and federal.
- h. 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 working with students on District premises while not under the supervision of a District employce, AFFILIATE'S affected employees and agents shall (according to DISTRICT policies and procedures) be fingerprinted and shall provide proof of all required health clearances, including, but not limited to tuberculosis clearance.
- i. Nothing herein shall be interpreted to require AFFILIATE to accept students from the Program for mentoring at the listed facilities. This decision to accept any students shall be made by AFFILIATE, in its sole and absolute discretion.

4. **Employer and Workers' Compensation Coverage.** The DISTRICT under whose supervision unpaid 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 unpaid Accepted Student who receives training at AFFILIATE's facility(ies).
5. **Screening Requirements.** DISTRICT understands and agrees that Accepted Students will be required to meet certain screening, immunization, background checks and other competency standards that AFFILIATE may require, in its sole discretion. These requirements are subject to change and may vary depending on the nature of the training program. A list of AFFILIATE requirements for students shall be made available upon request. Accepted Students must meet all requirements of AFFILIATE prior to participating in the Program at the facility.
6. **Withdrawal of Students.** AFFILIATE may immediately remove from the premises any student who poses an immediate threat or danger to personnel or to the quality of services or for unprofessional behavior, and for any other lawful purpose. AFFILIATE may request DISTRICT to withdraw or dismiss a student from the Program at the facility when his or her performance is unsatisfactory to AFFILIATE or his or her behavior, in AFFILIATE's discretion, is disruptive or detrimental to the AFFILIATE and/or its customers, employees, or visitors. In such event, said student's participation in the Program at the facility shall immediately cease.
7. **Independent Contractor.** The parties hereby acknowledge that they are independent contractors, and neither the DISTRICT nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of the AFFILIATE. 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. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, or between or among the AFFILIATE and any and all students. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.
8. **Insurance.** The AFFILIATE agrees to maintain, at all times during the term of this Agreement and for a period of three (3) years thereafter, a comprehensive program of risk retention and insurance with such insurance carriers and in such amounts of insurance coverage reasonably acceptable to the DISTRICT, and to provide the DISTRICT with copies of certificates of insurance and/or other evidence of insurance coverage upon request. The DISTRICT shall secure and maintain during the term of this Agreement, comprehensive general public liability insurance for each Accepted Student and DISTRICT 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 cover claims and liabilities for personal injury, death or property damage arising from the activities of the DISTRICT. 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. DISTRICT shall provide AFFILIATE with copies of certificates of insurance and/or other evidence of insurance coverage upon request.

9. **Indemnification and Hold Harmless.** Both parties shall defend, indemnify and hold harmless the other party, 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, to the extent resulting in whole or in part from the negligent, reckless or intentional acts or omissions of the indemnifying party or its subcontractors, or any officers, employees, agents, or representatives of the indemnifying party or its subcontractors.
10. **Assignment of Contract.** Neither the DISTRICT nor the AFFILIATE shall assign the whole or any part of this Agreement, without the express written consent of the other party and all sureties who have executed bonds on behalf of either party in connection with this Agreement.
11. **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.
12. **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:

Beaumont Unified School District
Attention: Ebon Brown, Ed.D.
Title: Assistant Superintendent of Instruction
and Support Services
350 Brookside Ave.
Beaumont, CA 92223

To AFFILIATE:

Affiliate Address:
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.

13. **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.
14. **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.
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

Affiliate Number WBL- _____

Agreement. All provisions of this Agreement herein 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.** No waiver shall be binding unless executed in writing by the party making the waiver and agreed to by both parties. No waiver of any provision of this Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

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

Beaumont Unified School District

Affiliate:

Address:

Authorized Signature

Authorized Signature

Printed Name and Title

Printed Name and Title

Date: _____

Date: _____

(Check one that applies if a CTE WBL Program)

- Agriculture and Natural Science
- Arts, Media, and Entertainment
- Building Trades and Construction
- Education, Child Development, and Family Services
- Energy and Utilities
- Engineering and Design
- Fashion and Interior Design
- Finance and Business
- Special Education
- Health Science and Medical Technology
- Hospitality, Tourism, and Recreation
- Information Technology
- Manufacturing and Product Development
- Marketing, Sales, and Service

Affiliate Number WBL-_____

- o Public Services
- o Transportation