



**MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT
COMMUNITY EDUCATION DEPARTMENT
AFFILIATION AGREEMENT
FACILITY LEARNING SITE**

This Affiliation Agreement is made by and between the Mt. San Jacinto Community College District referred to as the "District" and the Heritage High School referred to as the "Affiliate".

The effective date of this Agreement is June 18, 2018 and will terminate on July 26, 2018 unless terminated sooner as provided herein. This Agreement may be cancelled by either party without cause with a thirty (30) days written notice. The written cancellation notice must be received a minimum of thirty (30) days prior to the initial scheduled start date of the learning experience.

The Affiliate will provide the facility learning site and the District will conduct classes as appropriate. It is agreed by and between the parties that in consideration of the learning experience obtained by the students, the Affiliate does hereby agree to provide facilities to the District free of charge for the use of students from the District.

The program to be conducted at the Affiliate's site will be the GUID 100 College Success Section #3500

The time schedule and the use of the facilities will be regulated by the staff of the District and with the knowledge and consent of the managing personnel of the Affiliate. Said facilities must be suitable for conduct of the program(s) according to the standards of the District and any regulatory agencies.

The said facilities are described and located at: 2600 Briggs Rd., Romoland, CA 92585. The contact person for the Affiliate is: Nick Newkirk. The telephone number is: (951)943-6369 ext:80231 and the e-mail address is: nick.newkirk@puhsd.org

IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties hereto that:

The students will be subject to the rules and regulations of the Affiliate during the hours that they are in the facility. All students are under the discipline and authority of the staff of the District.

All District students while participating in the program and attending the facility learning site will be required to adhere to the Student Code of Conduct Board Policy 5500. Any violations to this policy will be strictly enforced. When appropriate, the students will wear apparel and/or name tags to designate them as members of the program.

All expenses of conducting said program will be borne by the District and the Affiliate will have no obligation under this Agreement except as herein provided.

When appropriate and applicable - the students of the District will have all necessary instructions, tests, and examinations completed before the learning experience begins. The Affiliate agrees that the instructor is free to make appropriate assignments which parallel the student's written objectives and may change assignments as necessary. The training plan for the program operated pursuant to this agreement is on file with the District and with the Affiliate.

The instructional staff of the District will be responsible for all progress reports and evaluation reports pertaining to a student's performance. The District will provide qualified staff for the purpose of providing instruction and supervision to the students enrolled in the program located at Affiliate's site and will be responsible for the actions of the students during the operation of the program. The District instructor will be available to the students at all times while the students are using the facilities of the Affiliate. The District is responsible for the distribution of any written rules and regulations regarding the Affiliate's policies

and procedures as may be required by the Affiliate and enforcement of such rules and regulations during the hours the students are on the Affiliate's premises.

The Affiliate may, upon request of the District, provide equipment and procedures for the use of the equipment as are appropriate to the program as specified herein, provided that the Affiliate has agreed to provide said services and equipment.

The District and the Affiliate will mutually protect, indemnify, and hold each other harmless from any costs, losses, claims, demands, suits, actions, payments and judgments, or other liabilities or expenses, including legal and attorney's fees, arising from personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above that may arise for any reason from or during or be alleged to be caused by the acts or omissions of those involved in this Agreement.

The Affiliate agrees that the students engaged in the learning experience pursuant to this agreement will not displace any regular employees of the Affiliate.

The Affiliate will comply with the provisions of Title VI, VII, IX of the Civil Rights Act of 1964 which provides that no person in the United States shall, on the grounds of race, creed, color, age, gender, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity hereunder.

The Affiliate will comply with Section 504 of the Rehabilitation Act of 1973 which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any programs or activity with respect to this agreement.

The Affiliate is required to provide a certificate of insurance to the District prior to the initial start date of the learning experience. The Affiliate's insurance coverage must meet the minimum liability requirements of the District including having the District listed as an additional insured.

The District will maintain for itself appropriate commercial general liability insurance coverage in the minimum amounts of \$1,000,000 per occurrence (combined single limit for bodily injury and property damage); \$1,000,000 for personal and advertising injury liability; \$1,000,000 aggregate on products and completed operations and \$2,000,000 for general aggregate.

The Agreement must be signed by the Affiliate and returned via e-mail to: businessservices@msjc.edu. This Agreement can also be returned by mail to: Mt. San Jacinto Community College District, Business Services Department, 1499 N. State Street, San Jacinto, CA 92583. Please do not return this Agreement to anyone or any other department other than Business Services as this may cause additional delays in processing.

This Agreement will be subject to and will comply with all Federal, State and local laws and regulations applicable with respect to its performance under this Agreement.

This Agreement will be governed, construed and enforced in accordance with the laws of the State of California. The jurisdiction will be the State of California and the venue will be Riverside County, California.

All notices or correspondence regarding this Agreement by either party to the other will be in writing and will be considered to have been delivered when given in person or when deposited in the United States mail postage prepaid and mailed to the addresses as follows:

To the District:

Mt. San Jacinto Community College District, Business Services Department, 1499 N. State Street, San Jacinto, CA 92583.

To the Affiliate:

**Heritage High School
2600 Briggs Rd.
Romoland, CA 92585**

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral agreements with respect to the subject matter herein. Any modifications require mutual agreement by both parties and may be amended only by a written amendment executed by both parties to the Agreement.

The contact person for the District in regard to the Community Education Department classes defined by this Agreement is Karla Marquez. Karla Marquez can be reached at: kmarquez@msjc.edu or by telephone at: (951) 487-3412.

When applicable, (the specific details for the use of the facility will be listed below).

GUID 101 College Success Section #3500 Tues. Lec. 7:30AM-9:50AM Online: Hybrid

Only the legally authorized representative of each Organization are allowed to sign this Agreement.

District Signature

Affiliate Signature

**Nick Newkirk
Heritage High School (Affiliate)**

Beth Gomez, Vice President of Business Services

Name and Title

Date

Date