

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS

3939 Thirteenth Street

Riverside, CA 92501

**MEMORANDUM OF UNDERSTANDING (MOU)
FOR CAREER TECHNICAL EDUCATION (CTE)/REGIONAL OCCUPATIONAL PROGRAM (ROP)
AFFILIATION AGREEMENT FOR COMMUNITY CLASS**

This Agreement made by and between **Riverside County Superintendent of Schools**, hereinafter referred to as "SUPERINTENDENT," and _____ hereinafter referred to as
(Business Name)

"AFFILIATE", each being a "Party", and collectively the "Parties".

WITNESSETH:

AFFILIATE has below listed facilities and is willing to make them available to SUPERINTENDENT, at no cost, for use in the work training of students enrolled in SUPERINTENDENT'S CTE/ROP program.

Street Address _____

City and Zip Code _____

WHEREAS, SUPERINTENDENT is authorized by law to maintain and does maintain CTE/ROP classes in one, or more, industry sectors listed on page three (3) of this Agreement.

NOW, THEREFORE, it is agreed by and between the Parties hereto that in consideration of the learning experience obtained by the participating students, AFFILIATE does hereby agree to provide facilities for laboratory type learning experience for participants from SUPERINTENDENT.

All instruction, time schedule and use of areas or departments will be regulated by the staff of SUPERINTENDENT and with the knowledge and consent of the managing personnel of AFFILIATE.

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

1. **TERM:** The term of this Agreement shall be from _____ to _____.
Either Party may discontinue this Agreement by giving written notice thirty (30) days in advance of the final date of termination.
2. **COSTS:** All expenses of conducting said training shall be borne by SUPERINTENDENT, and AFFILIATE shall have no obligation under this Agreement except as herein provided.
3. **SAFETY:** AFFILIATE hereby certifies awareness of the 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, and verifies that all performance under this Agreement shall be in compliance therewith. AFFILIATE further agreed to ensure that the duties given to the work experience participants are safe and within the limits of their abilities and knowledge.
4. **SUPERVISION:** Participants will be subject to the rules and regulations of AFFILIATE during the hours they are in their facilities. All participants are under the discipline and authority of the staff of SUPERINTENDENT, who shall enforce AFFILIATE'S rules.

5. **SUPPLIES & EQUIPMENT:** SUPERINTENDENT shall furnish supplies necessary and incidental to the conducting of the program, it being understood that AFFILIATE shall not be responsible for loss, theft, or damage to such supplies.
6. **STUDENT IDENTIFICATION:** SUPERINTENDENT'S participants will wear appropriate identification to designate them as members of SUPERINTENDENT'S program.
7. **WORKERS' COMPENSATION INSURANCE:** SUPERINTENDENT agrees to provide each participant with insurance coverage for Workers' Compensation.
8. **COMPREHENSIVE GENERAL LIABILITY INSURANCE:** SUPERINTENDENT agrees to provide comprehensive general liability insurance for each participant and instructor in an amount up to \$1,000,000 for each claim up to a total of \$3,000,000 in any one year. Incidental malpractices 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.
9. **INSURANCE CERTIFICATE:** SUPERINTENDENT agrees to list AFFILIATE as the certificate holder as follows; _____
10. **TITLE V:** SUPERINTENDENT shall abide by all provisions of the California Administrative Code, Title V, and the Community Classroom requirements.
11. **INDEPENDENT CONTRACTOR:** AFFILIATE, while engaged in the performance of this Agreement, is an independent contractor, and is not an officer, agent or employee of SUPERINTENDENT.
12. **ASSIGNMENT OF CONTRACT:** AFFILIATE shall not assign the whole or any part of this Agreement or any payment due or to become due hereunder, without the written consent of SUPERINTENDENT and all sureties who have executed bonds on behalf of AFFILIATE in connection with this contract.
13. **EQUAL EMPLOYMENT OPPORTUNITY:** AFFILIATE shall not illegally discriminate against any individual, including, without limitation, with respect to the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including sexual orientation, gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy-related medical conditions), political belief or affiliation (not union related), military or veteran status, genetic information, or any other characteristic protected under applicable federal, state, or local laws. Harassment, retaliation, intimidation and bullying is also prohibited. AFFILIATE shall comply with any and all applicable state, federal and other laws that prohibit discrimination, including, without limitation, Title IV, Title VI and Title VII of the Civil Rights Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act.
14. **MUTUAL HOLD HARMLESS:** The Parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, agents and employees, against any and all liability, claims, damage, judgements, expenses, including litigation costs, attorneys' fees, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of occupancy, use, service, operations, or performance of work under the terms of this Agreement, resulting in whole or in part from negligent, reckless, willful acts or omissions of its agents or representatives.

15. **CHANGES:** This agreement may only be amended in writing by the mutual consent of the Parties hereto, except that SUPERINTENDENT may amend this Agreement to accomplish the below-listed changes:

- A. Administrative changes.
- B. Changes as required by law.

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

Riverside County Superintendent of Schools
3939 Thirteenth Street
Riverside, CA 92501

Business Name

Business Address

Signed _____
Authorized Signature Date

Signed _____
Authorized Signature

Dr. Forest DeRenzo, Executive Director
Division of Student Programs and Services
Printed Name and Title

Printed Name and Title

Date _____

Date _____

Instructor _____

Email _____

(Check one that applies) 

- ☐ 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

- ☐ Health Science and Medical Technology
- ☐ Hospitality, Tourism, and Recreation
- ☐ Information Technology
- ☐ Manufacturing and Product Development
- ☐ Marketing, Sales, and Service
- ☐ Public Services
- ☐ Transportation
- ☐ Other _____

Name