

**RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS**  
3939 Thirteenth Street/P.O. Box 868  
Riverside, California 92502

**RIVERSIDE COUNTY CAREER TECHNICAL EDUCATION/REGIONAL OCCUPATIONAL PROGRAM (CTE/ROP) COMMUNITY CLASS AGREEMENT FOR AFFILIATION**

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **Riverside County Superintendent of Schools**, hereinafter referred to as the "SUPERINTENDENT," and \_\_\_\_\_ hereinafter referred to as the "AFFILIATE";  
(Business Name)

**W I T N E S S E T H :**

The AFFILIATE has below listed facilities and is willing to make them available to CTE/ROP, at no cost, for use in the instruction of CTE/ROP students.

Street Address \_\_\_\_\_

City and Zip Code \_\_\_\_\_

WHEREAS, the SUPERINTENDENT is authorized by law to maintain and does maintain CTE/ROP \_\_\_\_\_ classes;

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

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

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

1. The term of this agreement shall be from \_\_\_\_\_ and continue for not to exceed five (5) years from the date entered. Either party may discontinue this affiliation by giving written notice thirty (30) days in advance of the final date for termination of the affiliation.
2. 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.
3. The students will be subject to the rules and regulations of the AFFILIATE during the hours they are in their facilities. All students are under the discipline and authority of the staff of the SUPERINTENDENT, who shall enforce the AFFILIATE'S rules.
4. All expenses of conducting said class shall be borne by CTE/ROP, and the AFFILIATE shall have no obligation under this Agreement except as herein provided.

5. CTE/ROP shall furnish supplies necessary and incidental to the conducting of the program; it being understood that the AFFILIATE shall not be responsible for loss, theft, or damage to such supplies.
6. The students will wear appropriate identification to designate them as members of the class.
7. The public school agency under whose supervision training is provided in locations that are not owned, leased, or rented by the public school agency shall be considered the employer, under Division 4 (commencing with Section 3201) of the Labor Code, of students receiving such training.
8. The SUPERINTENDENT agrees to provide each enrollee with insurance coverage for Workers' Compensation.
9. INSURANCE: The SUPERINTENDENT agrees to provide comprehensive general liability insurance for each student and instructor in an amount to one million dollars for each claim up to a total of three million in any one year. 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.
10. CTE/ROP shall abide by all provisions of the California Administrative Code, Title V, and the Community Classroom requirements.
11. INDEPENDENT CONTRACTOR: The AFFILIATE, while engaged in the performance of this contract, is an independent contractor, and is not an officer, agent or employee of the Riverside County Superintendent of Schools.
12. ASSIGNMENT OF CONTRACT: The 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 the SUPERINTENDENT and all sureties who have executed bonds on behalf of the AFFILIATE in connection with this contract.
13. EQUAL EMPLOYMENT OPPORTUNITY The Riverside County Superintendent of School is an Equal Opportunity employer. We have developed and adopted a program to assure positive results, which means that discrimination in employment on the basis of race, creed, color, marital status, medical condition (cancer related), age, sex, or physical handicap is prohibited. This program applies to this contract.
14. HOLD HARMLESS: The AFFILIATE shall save, defend, hold harmless and indemnify the SUPERINTENDENT against any and all liability, claims, 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 the occupancy, use, service, operations, or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the AFFILIATE, and subcontractor, or any employee, agent, or representative of the AFFILIATE or subcontractor
15. CHANGES: This Agreement may only be amended in writing by the mutual consent of the parties hereto, except that the SUPERINTENDENT may amend the contract 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**

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Address

Signed \_\_\_\_\_

Signed \_\_\_\_\_ Authorized Signature  
Authorized Signature

Ron Vito, Executive Director  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

Date \_\_\_\_\_

Date \_\_\_\_\_

Instructor: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email \_\_\_\_\_

**(Check one that apply)**

- 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
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