

MORENO VALLEY UNIFIED SCHOOL DISTRICT  
25634 Alessandro  
Moreno Valley, CA 92553

CAREER TECHNICAL EDUCATION  
AGREEMENT FOR AFFILIATION

This Agreement, made and entered into this 5<sup>th</sup> day of November, 2014, by and between the MORENO VALLEY UNIFIED SCHOOL DISTRICT, hereinafter referred to as the "DISTRICT," and Riverside Medical Clinic hereinafter referred to as the "AFFILIATE";

W I T N E S S E T H :

WHEREAS, the AFFILIATE has facilities located at 6405 Day Street, riverside, CA 92507 which it is willing to make available to CAREER TECHNICAL EDUCATION, hereinafter referred to as "CTE", at no cost, for use in the instruction of CTE students, for the period beginning November 5, 2014 and continuing indefinitely.

WHEREAS, the DISTRICT is authorized by law to maintain and does maintain CTE 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 DISTRICT.

All instruction, time schedule and use of areas or departments will be regulated by the staff of the DISTRICT 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 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 DISTRICT, who shall enforce the AFFILIATE'S rules.
2. All expenses of conducting said class shall be borne by CTE, and the AFFILIATE shall have no obligation under this Agreement except as herein provided.
3. CTE 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.
4. The students will wear appropriate apparel to designate them as members of the class.
5. The DISTRICT under whose supervision training is provided in locations that are not owned, leased, or rented by the DISTRICT shall be considered the employer, under Division 4 (commencing with Section 3201) of the Labor Code, of students receiving such training.
6. The DISTRICT agrees to be responsible for Workers' Compensation benefits for each enrollee..
7. CTE shall abide by all provisions of the California Administrative Code, Title V, and the Community Classroom requirements.
8. Either party may discontinue this affiliation by giving written notice thirty (30) days in advance of the final date for termination of the affiliation.
9. 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 DISTRICT.
10. 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 DISTRICT and all sureties who have executed bonds on behalf of the AFFILIATE in connection with this contract.
11. EQUAL EMPLOYMENT OPPORTUNITY: DISTRICT 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.

12. **HOLD HARMLESS:** The AFFILIATE shall save, defend, hold harmless and indemnify the DISTRICT 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
13. **CHANGES:** This Agreement may only be amended in writing by the mutual consent of the parties hereto, except that the DISTRICT 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.

**MORENO VALLEY UNIFIED  
SCHOOL DISTRICT**

Mays Kakish  
Chief Business Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Current Instructor

**AFFILIATE**

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date