

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

**SPECIAL EDUCATION VOCATIONAL EDUCATION PROGRAM
AGREEMENT FOR AFFILIATION**

This Agreement, made and entered into this _____ day of _____, 2024, by and between Riverside County Superintendent of School, hereinafter referred to as the "SUPERINTENDENT," and the Riverside County Office of Education's *Transition Partnership Program/WorkAbility 1*, hereinafter referred to as **TPP/WA1**, and _____ hereinafter referred to as the "AFFILIATE";

W I T N E S S E T H :

WHEREAS, the AFFILIATE has facilities located at _____ which it is willing to make available to the **TPP/WA1** at no cost, for use in the work training of **TPP/WA1** participants, for the period beginning _____, 2024 and continuing indefinitely.

WHEREAS, the SUPERINTENDENT is authorized by law to maintain and does maintain the **TPP/WA1**,

NOW, THEREFORE, it is agreed by and between the parties hereto that in consideration of the learning experience obtained by the participants, the AFFILIATE does hereby agree to provide facilities for work training experience for **TPP/WA1** participants from the SUPERINTENDENT.

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

1. 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.
2. The participants will be subject to the rules and regulations of the AFFILIATE during the hours they are in their facilities.
3. The AFFILIATE is responsible for ensuring that the duties given to the work experience participant are safe and within the limits of their abilities and knowledge.
4. The SUPERINTENDENT agrees to provide each participant with insurance coverage for Workers' Compensation.
5. Either party may discontinue this affiliation by giving written notice thirty (30) days in advance of the final date for termination of the affiliation.
6. 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.
7. 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.

8. 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.

9. 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

10. 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**

AFFILIATE

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Date _____

Date _____