

**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 HEALTH INDUSTRIES SERVICES**

This Agreement made by and between **Riverside County Superintendent of Schools**, hereinafter referred to as "SUPERINTENDENT," and **City of Riverside, Riverside City Fire Department**, hereinafter referred to as "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 3401 University Ave

City and Zip Code Riverside, CA 92501

SUPERINTENDENT is authorized by law to maintain and does maintain CTE/ROP classes in the Health Science and Medical Technology sector.

WHEREAS, Affiliate is a provider of emergency medical service, including both advanced life support and basic life support pre-hospital care and transport, and Affiliate has agreed to assist School by providing a Field Internship for Students, so long as its participation in the program does not jeopardize patient care or compromise Affiliate's standards of service to its patients.

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 **December 1, 2025-December 1, 2030**. 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. **HIPPA:** AFFILIATE in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. AFFILIATE hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. AFFILIATE further agrees that it shall be in compliance and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.
4. **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.

5. **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.
6. **SUPPLIES & EQUIPMENT:** SUPERINTENDENT shall furnish supplies necessary and incidental to the conducting of the program, it being understood that AFFILATE shall not be responsible for loss, theft, or damage to such supplies.
7. **STUDENT IDENTIFICATION:** SUPERINTENDENT'S participants will wear appropriate identification to designate them as members of SUPERINTENDEN'S program.
8. **WORKERS' COMPENSATION INSURANCE:** SUPERINTENDENT agrees to provide each participant with insurance coverage for Worker' Compensation.
9. **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 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. **INSURANCE CERTIFICATE:** SUPERINTENDENT agrees to list AFFILIATE as the certificate holder as follows; City of Riverside, Riverside City Fire Department, 3401 University Avenue, Riverside, CA 92501.
11. **TITLE V:** SUPERINTENDENT shall abide by all provisions of the California Administrative Code, Title V, and the Community Classroom requirements.
12. **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.
13. **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.
14. **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.
15. **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.

- 16. **CRIMINAL BACKGROUND CHECKS:** In accordance with Education Code section 45125.1 and 45125.2, SUPERINTENDENT requires AFFILIATE to certify that at least one adult employee is designated by the AFFILIATE as the "Employee of Record". This Employee of Record will be present during the Student's work hours and is responsible for the safety of the students obtaining work experience at AFFILIATE'S facility. Compliance with this requirement, as detailed in **Exhibit A**, is a condition of this Agreement, and SUPERINTENDENT reserves the right to terminate this Agreement at any time for noncompliance.
- 17. **CHANGES:** This agreement may only be amended in writing by the mutual consent of the Parties hereto.

By signing this Agreement, AFFILIATE acknowledges and agrees to the terms and conditions including the following exhibits:

- A. **Exhibit A**-Fingerprint Certification
- B. **Exhibit B**-Waiver and General Release-In the event of a conflict between this Agreement and Exhibit B, this Agreement shall take precedence.

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**

**City of Riverside, Riverside City Fire Department**  
**3401 University Avenue**  
**Riverside, CA 92501**

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

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

Forest DeRenzo, Executive Director  
Division of Student Programs and Services  
\_\_\_\_\_  
Printed Name and Title

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

Date \_\_\_\_\_


Date \_\_\_\_\_

Instructor: Magdalena Robles

Attest:

\_\_\_\_\_  
City Clerk  
Date: \_\_\_\_\_

Approved as to form:

  
\_\_\_\_\_  
Deputy City Attorney  
Date: Jul 1, 2026

**Exhibit A**

**Fingerprint Certification**

**AFFILIATE to check either box "A" or "B"**

- A. AFFILIATE hereby certifies to SUPERINTENDENT that at least one adult employee in the AFFILIATE'S facility during the student's work hours, who has direct contact with the student and has been designated by the employer as the "Employee of Record" and who is responsible for the safety of the student, has a valid criminal records summary as described in Education Code 44237.

AFFILIATE shall also comply with subsequent arrest notifications for the Employee of Record as required by California Penal Code section 11105.2 and California Education Code section 45125.1(a). If a subsequent arrest notification is received by AFFILIATE, SUPERINTENDENT shall immediately be notified, and the subject Employee of Record be immediately removed as the Employee of Record and replaced with another Employee of Record who meets the criminal background check requirements.

List below the name(s) of the Employees of Record who have successfully completed the fingerprinting and criminal background check clearance in accordance with the law. Furthermore, AFFILIATE certifies at least one named Employee of Record will be present in the workplace during the Student's work hours. Attach list if necessary.

Employee Name: \_\_\_\_\_ Employee Name: \_\_\_\_\_

**OR**

- B. AFFILIATE hereby certifies that all of their employees have completed and passed a Department of Justice fingerprinting and background check certification as a condition of employment and AFFILIATE shall comply with the subsequent arrest notifications as required by California Penal Code section 11105.2 and California Education Code section 45125.1(a). If a subsequent arrest notification is received by AFFILIATE, SUPERINTENDENT shall immediately be notified, and the subject Employee be immediately removed from interaction with SUPERINTENDENT'S students.

By signing below, under penalty of perjury, I certify that the information contained on this certification form and any attached employee list(s) is accurate. I understand that it is AFFILIATE'S sole responsibility to maintain, update, and provide SUPERINTENDENT with a current Fingerprint Certification form throughout the duration of AFFILIATE provided services.

Company Name: City of Riverside, Riverside City Fire Department

Authorized AFFILIATE Signature: Steve McKinster

Printed Name: Steve McKinster

Title: Fire Chief

Date: Jul 1, 2026

Services May Not Begin Until After the Contract is Executed

**Exhibit B**

**Waiver and General Release**

**WAIVER AND GENERAL RELEASE RE: ACCESS TO  
CITY OF RIVERSIDE PROPERTIES**

In consideration of receiving a limited and permissive right to enter CITY OF RIVERSIDE properties, IT IS AGREED THAT the undersigned hereby release the CITY OF RIVERSIDE, its officers, employees, and agents (collectively referred to hereinafter as "City") to the greatest extent provided for under law for the following matters that arise in any way out of the activities specified herein:

1. Any and all claims for personal injury or death to the undersigned, whether or not caused in whole or in part by the negligence or other acts or omissions of City, except for City's active negligence, and regardless of whether such injury is caused in whole or in part by the undersigned, whether alone or together with or in association with others;
2. Any and all claims for any real or personal property damage, whether or not the property is owned by or in the custody or possession of the undersigned, and whether or not caused by City or others, except for City's active negligence, and regardless of whether the damage is caused in whole or in part by the undersigned;
3. Any and all claims for any damage, injury, loss, expense or liability incurred or arising from any act or omission of the City, any individual, company or agency in relation to transportation services to or from City facilities; and
4. Any and all claims for any damage, injury, loss, accident, delay, irregularity, indebtedness, expense or liability incurred or arising from weather, illness, or federal, state, county or City rule, regulation or restriction.

ASSUMPTION OF RISKS I understand that the above-listed activity may include certain risks, known and unknown. Specific risks vary, but may involve minor injury or major injury, including serious injury. I understand and acknowledge inherent risks of this activity and I declare and agree that my participation is voluntary and that I knowingly assume all such risks and any harm, injury or loss that may occur to me or my property as a result of my participation in the activity or during any transportation and enter into, remaining on, or exiting CITY OF RIVERSIDE properties, including any injury or loss caused by the negligence of the City, its officers, employees and agents.

IT IS FURTHER AGREED that the undersigned will, to the greatest extent authorized under law, indemnify, defend, hold harmless and release the City from any and all claims, demands, actions, and damages, including but not limited to attorneys' fees and reasonable costs, brought against the City for any injury arising out of or caused by the undersigned's negligence or any acts, omissions or conduct of the undersigned in relation to and arising out of the activities specified in this Waiver and General Release.

IT IS FURTHER AGREED that the undersigned understands, consents, and agrees to the terms and conditions set forth above, and that his/her consent and agreement to this Waiver and General Release is a condition precedent to City's grant of a limited and permissive right of entry.

THE FOREGOING IS AGREED TO ON 7/18, 2024

PRINTED NAME	ENTITY NAME	TELEPHONE#
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<u>Forest DeRenza, Executive Director</u>	<u>Riverside County Office of Education</u>	(951) 826-6810
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SIGNATURE

