

Name of Instructor: _____

SAN GABRIEL VALLEY REGIONAL OCCUPATIONAL PROGRAM
1134 South Barranca Avenue, Glendora, CA 91740 • 626-472-5121

WORKSITE TRAINING PARTNERSHIP AGREEMENT

This agreement, entered into on _____ between _____
(Today's Date) (Name of WORKSITE)

hereafter referred to as the "WORKSITE" and the SAN GABRIEL VALLEY REGIONAL OCCUPATIONAL PROGRAM, hereafter referred to as the "ROP".

TERM (Circle one)

One year / Three years ending on: _____

The WORKSITE provides the Training Facility and the ROP provides _____
classroom instruction. (Name of ROP class)

IT IS AGREED upon between the parties that in consideration of the mutual benefits that each of the parties will derive under this agreement, **the WORKSITE agrees to provide worksite learning experiences to students ("Student") from the ROP.** It is understood that these classes will be conducted between the hours of _____ and _____
_____. (Hours of class here)

1. Utilization of space and services at the worksite will be coordinated by the ROP instructor and appropriate WORKSITE personnel.
2. Prior to Student beginning his/her placement at the WORKSITE, WORKSITE shall assign an employee to be the "Designated Responsible Employee" of the Student, who will have direct contact with the Student and be responsible for the safety of the Student.
3. WORKSITE will verify and certify in writing to the ROP on Attachment A, attached below, that the Designated Responsible Employee completed the criminal background check and fingerprinting requirements described in Education Code Section 44237 fourteen (14) calendar days in advance of the Student's first day at the worksite.
4. WORKSITE will notify the Designated ROP Representative seven (7) calendar days in advance if the Designated Responsible Employee will not be at the worksite when the Student is there. In this event, the WORKSITE shall work with the Designated ROP Representative to modify, if necessary, the Student's work schedule to ensure the Designated Responsible Employee and the Student are present at the same time at the worksite.
5. WORKSITE will notify the Designated ROP Representative seven (7) calendar days in advance if the Designated Responsible Employee leaves their employment. Within three (3) calendar days of advance notice to the Designated ROP Representative that the Designated Responsible Employee is no longer employed with the WORKSITE, the WORKSITE shall select another employee to be the new Designated Responsible Employee. The WORKSITE will verify and certify in writing to the ROP on Attachment A that the new Designated Responsible Employee completed the criminal background check and fingerprinting requirements described in Education Code Section 44237. The WORKSITE will work with the ROP to determine the Student's schedule pending approval of a new Designated Responsible Employee.
6. Student will be subject to the rules and regulations of the WORKSITE including the use of appropriate materials and equipment during the hours the Student is in their facilities. The Student is under the discipline and supervision of the ROP staff.
7. Student will wear appropriate apparel and identification to designate them as the Student of the ROP.

8. The ROP will provide preliminary instructions, tests, and examinations completed by the Student before worksite learning experiences begin.
 - Worksite Training Plans will be provided by the ROP staff and reinforced by the worksite personnel.
 - Student Progress Reports and evaluations will be completed by ROP staff and worksite personnel.
9. The WORKSITE agrees that the Student involved in training shall not displace any regular employees at the worksite. Student is not necessarily entitled to a job at the conclusion of the training period, nor entitled to wages during the time spent in training.
10. The Designated ROP Representative agrees to regularly visit work site placement at least once every three weeks to consult with the Student's workplace liaison and the Designated Responsible Employee, observe the Student at the workplace, and check in with the Student to ensure the Student's health, safety, and welfare, including by addressing any concerns the Student has raised.
11. **DISCRIMINATION PROHIBITED:** The San Gabriel Valley ROP is an Equal Opportunity Employer. No person shall, on the basis of sex, handicap, race, religion, age, or language be excluded from participation in, be denied benefits of, or be subjected to discrimination under any educational program or activity provided by the San Gabriel Valley ROP.

RIGHT TO PRIVACY: The Student is protected by State and Federal laws regarding their right to privacy.

12. **INDEMNIFICATION:** The ROP agrees to indemnify and hold harmless the WORKSITE, and ITS AGENTS, OFFICERS, AND EMPLOYEES from and against all liabilities, expenses and claims including defense costs and legal fees in claims for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury, or property damage arising out of the acts or omissions of the ROP in connection with this agreement. The WORKSITE agrees to provide the ROP with written notification of any claim within 21 days of the notice thereof to allow the indemnifying party control over the defense and settlement of the claim and cooperate with the indemnifying party in its defense.

The WORKSITE agrees to indemnify and hold harmless the ROP and their agents, officers and employees from and against any and all liabilities, expenses and claims including defense costs and legal fees in claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising out of the act or acts of the WORKSITE in connection with this agreement. The ROP agrees to provide the WORKSITE with written notification of any claim within 21 days of the notice thereof, to allow the indemnifying party control over the defense and settlement of the claim to cooperate with the indemnifying party in its defense.

13. **PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE.** The ROP agrees to maintain during the life of the Agreement such public liability and property damage insurance as shall protect the ROP and the WORKSITE with respect to those liabilities to which the ROP holds the WORKSITE harmless. Such insurance shall be in the following amounts:

Bodily Injury and Property Damage - \$5,000,000 single limit

14. Pursuant to Education Code Section 39656, this agreement shall not be valid unless and until it has been approved by the Joint Board of Management of the ROP. Said approval is to be evidenced by a motion of said Board, duly passed and adopted.
15. Per Sections 10082-10103 of Title V of the California Code of Regulations, the ROP Student involved in employer-based work site experience, is concurrently enrolled in an ROP course. The Student is at the WORKSITE as part of his or her school experience and is not paid a salary by the employer. Thus, the Student is covered under the ROP Worker's Compensation policy. If at some point, the Student is hired by the employer, then the Student is considered to be an employee of the WORKSITE and is thus covered under that employer's Workers Compensation policy.

16. Upon written notification, either party may discontinue this partnership.

(Name of WORKSITE) (Date)

(Street Address)

(City) (State) (Zip)

(Telephone) (FAX #)

(Email Address) (Website)

(Please legibly print or type name of Designated Responsible Employee)

(Please legibly print or type name of WORKSITE Contact)

(Signature of WORKSITE Contact in **BLUE** ink)

(Please legibly print or type name of Designated ROP Representative)

(Signature of ROP Teacher)

(Signature of ROP Superintendent)

FOR ROP OFFICE USE ONLY

Date Agreement Submitted to Superintendent: _____

Approved by the Joint Board of Management on:

Resolution Number: _____

Copy Mailed to WORKSITE on: _____

FOR ROP INSTRUCTOR USE ONLY

This agreement will not go to the Board without the following information:

Instructor's Name: _____

ROP Class: _____

ATTACHMENT A

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the WORKSITE before student may begin at worksite.

WORKSITE Name: _____

Date of WORKSITE Contract with ROP: _____

Scope of Entity's Contract with ROP: _____

I, _____ OF _____, declare under
Name of Representative Worksite Name of Worksite
penalty of perjury, hereby certify to the ROP's governing board that _____
("Designated Responsible Employee"), the Designated Responsible Employee, has completed the criminal
background check requirements of Education Code (EC) section 44237 and that the Designated
Responsible Employee has not been convicted of a violent felony listed in Penal Code section 667.5(c) or
a serious felony listed in Penal Code section 1192.7(c).

(Print Name and Title of Representative of WORKSITE) Date

(Signature of Representative of WORKSITE) Date

I, _____
Designated Responsible Employee
declare under penalty of perjury, hereby certify to the ROP's governing board that I have completed the
criminal background check requirements of Education Code (EC) section 44237 and that I have not been
convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code
section 1192.7(c).

(Print Name of Designated Responsible Employee) Date

(Signature of Designated Responsible Employee) Date