

Name of Instructor: _____

SAN GABRIEL VALLEY REGIONAL OCCUPATIONAL PROGRAM

1134 South Barranca Avenue, Glendora, CA 91740 • 626-472-5121

WORKSITE TRAINING 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 from the ROP.** It is understood that these classes will be conducted between the hours of _____ and _____
(Hours of class here)

PARTNERSHIP AGREEMENT

1. Utilization of space and services at the worksite will be coordinated by the instructor and appropriate worksite personnel.
2. Students will be subject to the rules and regulations of the WORKSITE including the use of appropriate materials and equipment during the hours the students are in their facilities. All students are under the discipline and supervision of the ROP staff.
3. Students will wear appropriate apparel and identification to designate them as students of the ROP.
4. The ROP will provide preliminary instructions, tests, and examinations completed by students 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.
5. The WORKSITE agrees that ROP students involved in training shall not displace any regular employees at the worksite. Students are not necessarily entitled to a job at the conclusion of the training period, nor entitled to wages during the time spent in training.
6. **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: All students are protected by State and Federal laws regarding their right to privacy.

7. **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.

8. 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

9. 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.
10. Per Sections 10082-10103 of Title V of the California Code of Regulations, the SGVROP student involved in employer-based work site experience, is concurrently enrolled in an SGVROP course. The student is at the work-site as part of his or her school experience and is not paid a salary by the employer. Thus, the student is covered under the SGVROP 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 work-site and is thus covered under that employer's Workers Compensation policy.
11. Upon 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 Worksite Contact)

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

(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: _____