



**AGREEMENT FOR OFF-SITE TRAINING
(Unpaid trainees/students)**

THIS AGREEMENT is made and entered into this 17th day of October , **2018** by and between _____ Chabot-Las Positas Community College District, Las Positas College Child Development Center _____ hereinafter called ("**Chabot-Las Positas Community College District, Las Positas College Child Development Center**") and the Tri-Valley Regional Occupational Center/Program (hereinafter collectively called "**TVROCP**").

WITNESSETH

WHEREAS the **TVROCP** has an approved course(s) in in **Developmental Psychology of Children**, and desires to have its students receive clinical and/or field training experience in said course as provided in Title V, Section 10081, etc.; and

WHEREAS Training Facility has the facilities for furnishing such experience located at **Chabot-Las Positas Community College District, Las Positas College Child Development Center** and;

WHEREAS Chabot-Las Positas Community College District, Las Positas College Child Development Center, as a service to the community and in consideration of the mutual benefits to be derived therefrom, is willing to participate in such training and will also allow **TVROCP** use of certain of its facilities for said experiences;

NOW THEREFORE IT IS HEREBY AGREED BY THE PARTIES HERETO as follows:

A. GENERAL INFORMATION

1. During the term of this Agreement, **TVROCP** plans to place students at **Chabot-Las Positas Community College District, Las Positas College Child Development Center** for their clinical and/or field experience training period.
2. All instruction and training at the **Chabot-Las Positas Community College District, Las Positas College Child Development Center** shall be in accordance with the training plan attached hereto as Exhibit A and made a part hereof.
3. All instruction, learning, and field experience will be designed, formulated, and supervised by **TVROCP**, subject to the review of the Joint Powers Governing Board.
4. To the extent practicable, the period of time for each student's training and education at the **Chabot-Las Positas Community College District, Las Positas College Child Development Center** shall be mutually agreed to

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at least one (1) month before the education program begins.

5. **Chabot-Las Positas Community College District, Las Positas College Child Development Center** shall participate with **TVROCP** in planning and implementing the education of students. **TVROCP** shall exercise supervision over the students in their activities at the **Chabot-Las Positas Community College District, Las Positas College Child Development Center** as appropriate to the site and consistent with state law.
6. All **TVROCP** instructors shall hold a valid California teaching credential authorizing the subject to be taught.
7. Both **TVROCP** and **Chabot-Las Positas Community College District, Las Positas College Child Development Center** agree not to discriminate against any employee, applicant for employment or student because of race, color, creed, sex, age, physical handicap, sexual orientation, country of origin, or marital or parental status.
8. In no event will **Chabot-Las Positas Community College District, Las Positas College Child Development Center**, its agents, or employees be financially responsible for emergency or other medical care for students and/or faculty members of **TVROCP** who become injured or ill at **Chabot-Las Positas Community College District, Las Positas College Child Development Center**.
9. **TVROCP** at the request of **Chabot-Las Positas Community College District, Las Positas College Child Development Center** may terminate from the **Chabot-Las Positas Community College District, Las Positas College Child Development Center** any student whose performance is unsatisfactory or whose personal characteristics prevent desirable relationships within **Chabot-Las Positas Community College District, Las Positas College Child Development Center**. **TVROCP** shall assume responsibility for discipline of such students.
10. It is understood and agreed that all student participants shall be considered students and not employees of the staff of **Chabot-Las Positas Community College District, Las Positas College Child Development Center**. They shall not replace **Chabot-Las Positas Community College District, Las Positas College Child Development Center** staff except as may be necessary as a part of their educational training and subject to any and all applicable laws.
11. Except as specified in this Agreement or in any subsequent amendment hereto, no monetary obligation on the part of **TVROCP** or **Chabot-Las Positas Community College District, Las Positas College Child Development Center** is hereby created.
12. **TVROCP** may use the name of **Chabot-Las Positas Community**

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College District, Las Positas College Child Development Center in advertising **ROP** programs.

Chabot-Las Positas Community College District, Las Positas College Child Development Center may use the name of **The Tri-Valley Regional Occupational Center/Program** in public relations.

B. RESPONSIBILITIES OF TVROCP

1. **TVROCP** shall participate with **Chabot-Las Positas Community College District, Las Positas College Child Development Center** in planning and implementing the field experience education of students.
2. **TVROCP** shall assign to **Chabot-Las Positas Community College District, Las Positas College Child Development Center** for training only those students who have satisfactorily met the minimum requirements established by **TVROCP** for training.
3. **TVROCP** agrees that, outside the course and scope of their training, all students and **TVROCP** personnel participating in the course encompassed by this Agreement shall be instructed not to divulge or otherwise cause to be disclosed any confidential or privileged information or communications which become known to such students and/or staff in the course of their participation in such program.
4. **TVROCP** assumes responsibility for instructing students and its faculty members to observe the rules and regulations of **Chabot-Las Positas Community College District, Las Positas College Child Development Center**.
5. **TVROCP** shall designate a faculty member to coordinate with a designee of **Chabot-Las Positas Community College District, Las Positas College Child Development Center** the assignments to be assumed by the student participating in the education program. The faculty member or his/her designee will be accessible to **Chabot-Las Positas Community College District, Las Positas College Child Development Center** to deal with any issues involving any student in this program.
6. **TVROCP** shall be responsible for all academic and attendance records of its students.
7. **TVROCP** shall enforce rules and regulations governing students of **TVROCP**.
8. **TVROCP** shall notify students that they are responsible for travel and living expenses and conformity to the reasonable dress requirements of **TVROCP** and **Chabot-Las Positas Community College District, Las Positas College Child Development Center**.
9. **TVROCP** shall provide all necessary instructional materials.

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10. **TVROCP shall furnish Chabot-Las Positas Community College District, Las Positas College Child Development Center with such evidence as Chabot-Las Positas Community College District, Las Positas College Child Development Center may require to assure itself that each student assigned under this Agreement meets any necessary health requirements.**

C. RESPONSIBILITY OF TRAINING FACILITY

1. **Chabot-Las Positas Community College District, Las Positas College Child Development Center agrees to consider accepting one (1) or more TVROCP students for training purposes in accordance with Exhibit A attached hereto.**
2. **Chabot-Las Positas Community College District, Las Positas College Child Development Center shall participate with TVROCP in planning and implementing the clinical and/or field training experience of students, including but not limited to signing time cards and providing feedback on student performance.**
3. **Chabot-Las Positas Community College District, Las Positas College Child Development Center shall also provide students and faculty participating in the training program with such training items as may be available in Chabot-Las Positas Community College District, Las Positas College Child Development Center as can conveniently be made available to TVROCP.**
4. **Chabot-Las Positas Community College District, Las Positas College Child Development Center shall permit each student and faculty member of TVROCP to use dining, conference, dressing, and parking facilities, as appropriate and available.**
5. **Chabot-Las Positas Community College District, Las Positas College Child Development Center reserves the right, exercisable after notifying TVROCP, to exclude any person, student or otherwise, from said facility in the event that such person's conduct is detrimental to the best interests of the proper administration of Chabot-Las Positas Community College District, Las Positas College Child Development Center**
6. **Chabot-Las Positas Community College District, Las Positas College Child Development Center shall designate lines of authority and communication for relations between school and Chabot-Las Positas Community College District, Las Positas College Child Development Center so as to carry out the purposes of this Agreement.**
7. **Chabot-Las Positas Community College District, Las Positas College Child Development Center shall provide orientation programs and/or safety programs for the advice and information of the school instructors**

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and students. Such orientation programs will include a delineation of **Chabot-Las Positas Community College District, Las Positas College Child Development Center** policies.

8. **Chabot-Las Positas Community College District, Las Positas College Child Development Center** shall permit members of its staff to participate in clinical and/or field experiences offered to the students at such times and in such number as **Chabot-Las Positas Community College District, Las Positas College Child Development Center** shall determine, provided such participation does not interfere with normal activities of **Chabot-Las Positas Community College District, Las Positas College Child Development Center**.
9. Identifiable student information is protected by the Family Educational Rights and Privacy Act of 1974, as amended and may not be released by **Chabot-Las Positas Community College District, Las Positas College Child Development Center** except as provided therein.

D. INSURANCE

1. Students shall not commence off-site training under this Agreement until all insurance required under this Agreement has been obtained and such insurance has been approved by **Chabot-Las Positas Community College District, Las Positas College Child Development Center**. **TVROCP** shall furnish **Chabot-Las Positas Community College District, Las Positas College Child Development Center** with Certificates of Insurance or Program of Self Insurance evidencing the required coverage. These certificates shall specify or be endorsed to provide that thirty (30) days notice must be given in writing to **Chabot-Las Positas Community College District, Las Positas College Child Development Center** of any changes in the limits of liability or of any cancellation or modification of coverage.
2. **TVROCP** shall have and maintain during the life of this Agreement such Bodily Injury and Property Damage Liability Insurance or Program of Self Insurance as shall protect it while performing the off-site training covered by this Agreement from any and all claims for damages for bodily injury, including accidental death as well as any and all claims for property damage which may arise from **TVROCP** operations under this Agreement, whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall not be less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage for each occurrence. At any time **Chabot-Las Positas Community College District, Las Positas College Child Development Center** may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar **Chabot-Las Positas Community College District, Las Positas College Child Development Center** agreements by giving sixty (60) days notice to **TVROCP**. **Chabot-Las Positas**

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Community College District, Las Positas College Child Development Center and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance.

In the event of a breach of any provision of this section or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, **Chabot-Las Positas Community College District, Las Positas College Child Development Center**, at its option and notwithstanding any other provision of this Agreement to the contrary, may immediately declare a material breach of this Agreement and suspend all further clinical and/or field experience pursuant to this agreement.

3. **TVROCP** will take and maintain in full force and effect Worker's Compensation Insurance covering any and all faculty and other employees of **TVROCP**. As required by Labor Code Section 3368.1, **TVROCP** shall also have and maintain Worker's Compensation Insurance coverage for persons receiving occupational training.

E. MUTUAL HOLD HARMLESS CLAUSE

1. **TVROCP Indemnification.** **TVROCP** shall indemnify, defend and hold harmless **Chabot-Las Positas Community College District, Las Positas College Child Development Center**, its Directors, officers, agents and/or employees from and against: (a) any and all liability, loss, claim damage, penalty, assessment, judgment or award ("*Claim*") relating to or arising out of **TVROCP's** failure to comply with or perform under this Agreement, or the negligent acts or omissions of **TVROCP**, its officers, and/or employees in the performance of its obligations under this Agreement; and (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of Training Facility in connection with the defense of any such Claim.
2. **Chabot-Las Positas Community College District, Las Positas College Child Development Center Indemnification.** Training Facility shall indemnify, defend and hold harmless **TVROCP** its Directors, officers, agents and/or employees from and against: (a) any and all liability, loss, claim, damage, penalty, assessment, judgment or award ("*Claim*") relating to or arising out of Training Facility's failure to comply with or perform under this Agreement, or the negligent acts or omissions of Training Facility in the performance of its obligations under this Agreement; and (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of **TVROCP** in connection with the defense of any such Claim.

F. TERM

1. This agreement may be amended by mutual written consent of the parties.

The initial term of this Agreement shall commence on the 17th day of October, **2018** and ending on the **30th** day of **June, 2019**.

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Agreement shall continue on a year-to-year basis unless terminated by written notice thereof delivered by either party to the other at least ninety (90) days prior to the end of any school year and delivered by either party to the other pursuant to Section G.

2. The parties shall meet and attempt to resolve all disputes and differences that may arise between the parties hereto concerning construction, interpretation, performance, operation, or breach of the matters referred to in this Agreement prior to seeking any legal remedy.

G. NOTICES

1. Any notice required or permitted to be given by this Agreement shall be deemed given when personally delivered to the recipient thereof or two (2) days after it has been mailed by registered or certified mail, return receipt requested, postage prepaid, to the appropriate recipient thereof, as follows:

- a. **To Chabot-Las Positas Community College District, Las Positas College Child Development Center at:**

Attention: Angela Lopez-

Phone:925-424-1575

- b. **To TVROCP at:**
Tri-Valley Regional Occupational Center/Program
Attention: Julie Duncan, Director
1040 Florence Road
Livermore, CA 94550
Phone: 925-455-4800

or at any other address which either party may subsequently designate in writing and deliver to the other party.

IN WITNESS THEREOF the parties hereto have executed this Agreement the day and year first above written.

(CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT, LAS POSITAS COLLEGE CHILD DEVELOPMENT CENTER)

By Ron Gerhard Date October 17th, 2018

Title Vice Chancellor

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TRI-VALLEY REGIONAL OCCUPATIONAL CENTER/PROGRAM

By _____ Date _____

Title _____