

# **Portland Community College**

Occupational Skills Training

Mt Tabor Hall 128

2305 SE 82<sup>nd</sup> Ave

Portland, OR 97216

(971) 722-6127 Fax (971) 722-6124

# **Training Agreement**

**(Fee Paid)**

Portland Community College District ("College") and \_\_\_\_\_

("Training Site", hereinafter "Site") agree as follows:

1. Site agrees to accept student enrolled at the College for training in a(an) \_\_\_\_\_ skill. Upon written certification from Site that a student has satisfactorily completed the course of training, College shall award the student a Certificate of Completion in the designated skill.
2. Site agrees to maintain a course of study in compliance with the Performance Objectives set by the College. College shall supervise the instructional program to insure compliance with the Performance Objectives. The site further agrees to provide appropriate safety training and to provide a safe learning environment for the student.
3. All tools, equipment, machinery, and supplies necessary for the training course shall be furnished by Site, except those items specifically required by Site to be furnished by the student. Items to be furnished by the student, if any, shall be designated by Site, and accepted by College prior to execution of this agreement, and a copy thereof shall be attached hereto.
4. The purpose of this agreement is to enable students enrolled at the College to learn the designated skill by working along with Site. The results or products of the student's efforts shall belong to Site, and neither College nor the student shall have any right or claim with respect thereto.
5. College may dismiss a student from the training program if the student ceases to be duly enrolled in good standing at College. Site may dismiss the student from the training program for cause, which fact shall be promptly communicated to the College.
6. In consideration of the services to be performed by Site, College agrees to pay the following amount of \$ \_\_\_\_\_ per month based on a \_\_\_\_\_ hour week for \_\_\_\_\_ month(s) for \_\_\_\_\_ (student), provided he/she is duly registered as a student of Portland Community College and is receiving appropriate training. The Site agrees to submit monthly progress reports.
7. Site is providing a training service to the student. This training agreement is not a contract of employment. Site and the student understand that they have no employment relationship. Site and the student additionally agree to the following conditions of training:
  - A. The training, even though it includes actual operation of the employer's facilities, is similar to what the student would receive in a vocational school.
  - B. The training is for the benefit of the student.
  - C. The student does not displace regular employees, but works under the close observation of the employee whose position the student is learning.
  - D. The student's presence at Site does not enable Site to hire fewer workers than it would otherwise require.
  - E. Site derives no immediate advantage from the student's activities. On occasion, Site's operations may actually be impeded by the training obligation.
  - F. The student has no guarantee of future employment with Site.
  - G. The student and Site agree that the student will not receive wages from the Site for the time spent in training.

8. FERPA Compliance. The parties recognize that the Family Educational Rights and Privacy Act ("FERPA") imposes strict restrictions on, and penalties for, improper disclosure or redisclosure of confidential student information, including but not limited to denial of access to personally identifiable information from education records for at least five years (20 U.S.C. 1232g; 34 CFR Part 99). The parties also recognize that certain state laws also prohibit disclosure and redisclosure of student information (e.g., ORS 326.565 and the Oregon Student Information Protection Act), as they may be amended from time to time. Therefore, consistent with the requirements of FERPA and applicable state laws, personally identifiable information regarding a student or students obtained by the parties in the performance of this agreement may not be disclosed or redisclosed to third parties without written consent of the student, and must be used only for the purposes identified in this agreement.
9. Site indemnifies and holds harmless College from and against any claims predicated upon Site's willful or negligent conduct. College indemnifies and holds harmless Site from and against any claims predicated upon College's willful or negligent conduct.
10. College shall obtain and continue in force during the terms of this agreement, Professional Liability coverage for protection of its assigned students and faculty, and Workers' Compensation coverage in compliance with ORS 656.046. College shall furnish Site with a Certificate of Insurance upon request. College shall provide Site with written notice prior to reduction or cancellation of these policies.
11. If applicable, Site agrees to abide by the applicable Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and to make such regulations available to students and College staff upon request.
12. College and Site are both obligated by the laws and regulations of the federal government regarding Equal Employment Opportunity and Affirmative Action (Public Law 101-336). The parties shall not unlawfully discriminate against any person in the training because of age, handicap, marital status, race, color, creed, sex, sexual orientation, religion, national origin, or any other unlawful reason.
13. College and Site are mutually responsible for compliance with all applicable state and federal laws.

This agreement shall become effective on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and shall continue in force and effect to and including the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

TRAINING SITE OFFICIAL

By \_\_\_\_\_  
\_\_\_\_\_  
Training Site Official's Signature

Title \_\_\_\_\_

Address \_\_\_\_\_

PORLAND COMMUNITY COLLEGE

By \_\_\_\_\_  
\_\_\_\_\_  
Division Dean's Signature

By \_\_\_\_\_  
\_\_\_\_\_  
Student's Signature

Ref Agency \_\_\_\_\_  
\_\_\_\_\_  
Referring Agency