



COMMUNITY CLASSROOM TRAINING AGREEMENT ("Agreement")

Fresno Regional Occupational Program – UNPAID

COVER

COMMUNITY CLASSROOM ("CC") TRAINING STATION City of Fresno ("CC Training Station") Attn: Greg Barfield, Interim Director of Transportation 2101 G Street bldg. F Fresno, CA 93706 Phone No.: (559) 621-1186 FAX No.: (559) 485-2167 Email: Greg.Barfield@fresno.gov	
FCSS Fresno County Superintendent of Schools ("FCSS" or "Fresno ROP") Attn: Valerie Vuicich, Administrator Fresno ROP Fresno County Office of Education 1318 E. Shaw Avenue, Suite 420 Fresno, CA 93710 Phone No.: (559) 497-3860 FAX No.: (559) 497-3806 Email: vvucich@fcoe.org	
CONTRACT TERM (see § 2.1) "Effective Date": The Date this Agreement is signed and dated by the FCSS Superintendent, or Authorized Designee. "Termination Date": May 31st, 2019	CONTRACT TERMINATION (see § 2.2) "Ground for Termination": This Agreement may be terminated with or without cause "Notice Period": At least 30 days before the effective date of termination of this Agreement
PROGRAM: Fresno ROP desires to provide for the instruction of students in employment by means of a program of unpaid on the job training; and CC Training Station supports the educational objectives of providing training for the students of Fresno ROP. The relevant program information is as follows: Name of Class(es): Engine Technology District(s): Fresno Unified School District School Site(s): Duncan Polytechnical High School Instructor(s): Beau Sunahara	
CC TRAINING STATION OBLIGATIONS (see Art.1 &1A). CC Training Station's obligations under this Agreement include the following: CC Training Station Shall: <ol style="list-style-type: none"> 1. Provide training activities for students referred by Fresno ROP who are eligible to participate in the training program and who are qualified and acceptable to CC Training Station. CC Training Station may reject students who are not qualified or otherwise not acceptable for good cause, and may decline any student when it is determined that no suitable training activities are available. 2. Assign and direct training for the student(s) that is meaningful and related to the subject and the competencies taught in the classroom 3. Consult the Fresno ROP instructor regarding problems that may arise pertaining to the students' on-the-job performance, behavior, and progress on the job. 4. Permit the assigned Fresno ROP instructor to observe/ supervise the student(s) while performing training activities. 5. Participate with the Fresno ROP instructor to observe the student(s) while performing training activities. 	

6. Comply with all other provisions of this Agreement.
7. Assist Fresno ROP instructor(s) in developing student training plans for each student involved in the program, copies of which shall be maintained at the CC Training Station.

JOINT OBLIGATIONS. (see Art.1 &1A) The Parties shall both be responsible for the following obligations:

CC Training Station and Fresno ROP shall:

1. Assign students to training activities that provide experience consistent with the purpose of the training program.
2. Provide training activities with equipment, materials, and other resources conducive to an appropriate learning environment and that do not endanger the health, safety, welfare, or morals of the students.
3. Instruct students as to the CC Training Station's rules and regulations to be followed while performing training activities.
4. Provide adequate supervision to ensure a planned program of training activities in order that assigned student(s) may receive maximum educational benefits.
5. Ensure training activities are meaningful and related to the subject and competencies taught in the classroom.
6. Maintain accurate records of students' attendance.
7. Provide a written performance rating on each student. The performance rating will be on forms furnished by Fresno ROP.
8. CC Training Station may request the termination of the training of any student if the student does not perform satisfactorily. CC Training Station shall advise Fresno ROP of unsatisfactory performance prior to terminating the student. Fresno ROP shall assume full responsibility for disciplining any student who fails to meet any requirement of the program.

In consideration of the covenants, conditions, and stipulations in and for good and valuable consideration and/or the mutual benefits to be derived from this Agreement, CC Training Station and FCSS, separately referred to as a "Party" and collectively as the "Parties," hereby enter into this Agreement. Unless this Agreement states or the context requires otherwise, any reference to a Party shall mean the Party and its governing body, officers, employees, and agents, and, if CC Training Station is a school district or charter school, includes Agency's students. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

CC TRAINING STATION

FCSS

By: _____
 Print Name: Greg Barfield
 Title: Interim Director of Transportation

By:  _____
 Jim Yovino, Superintendent
 or Authorized Designee

APPROVED AS TO FORM
 CITY ATTORNEY'S OFFICE
 BY: 
 DEPUTY CITY ATTORNEY
 1/3/19

Effective Date: _____

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

Article 1	Scope of Services and Obligations
Article 1A	Additional Requirements
Article 2	Term and Termination of Agreement
Article 3	Non-Discrimination
Article 4	Insurance
Article 5	Indemnity
Article 6	General Provisions

ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

SECTION 1.1 SCOPE. By this Agreement, the Parties desire to set forth the terms and conditions upon which the Parties shall cooperate and share responsibility for performance of this Agreement and to set forth the Parties' rights and obligations relating to this Agreement.

SECTION 1.2 PROGRAM. The unpaid on-the-job training provided under this Agreement shall not: (A) provide the CC Training Station with an immediate benefit, (B) allow any student to displace or replace any employee of the CC Training Station, cause the hours of any such employee to be reduced, or preclude the hiring of additional CC Training Station employees, (C) include productive work of any kind as defined by State and Federal law and regulations.

CC Training Station shall not compensate any student(s) for any training provided under this Agreement, or treat students performing training activities as employees of the CC Training Station. Unpaid on-the-job training experience under this Agreement shall only expand competencies developed in the classroom instruction portion of the vocational course/program utilizing the community classroom methodology.

ARTICLE 1A ADDITIONAL REQUIREMENTS.

SECTION 1A.1 WORK PRODUCTS AND RIGHTS THERETO. Unless stated otherwise on the Cover, the following applies to any data, document, display, drawing, report, material, invention, work, and discovery (whether written, recorded, or electronically stored), including any copyright, right, and interest therein or thereto (collectively "Work"), that a Party prepares for or provides to the other Party pursuant to this Agreement: (A) the Work of each Party shall remain its property and that Party shall have all rights thereto; (B) each Party grants to the other Party a limited license during the Contract Term to use and reproduce the other Party's Work for the purpose of performing this Agreement; and (C) upon termination of this Agreement and a Party's request, the other Party shall return any Work that belongs to the requesting Party. The provisions of this Section shall survive the termination of this Agreement.

SECTION 1A.2 CONFIDENTIAL RECORDS AND INFORMATION. If any document and/or information (e.g., employee or student records) that are subject to nondisclosure or protection under federal and/or California laws (collectively "Confidential Materials") are provided to or created by a Party for or pursuant to this Agreement, the Party shall: (A) not release, disseminate, publish, or disclose the Confidential Materials except as required by law or a court order, as this Agreement may permit, or as the other Party may authorize in writing; (B) not use the Confidential Materials for any purpose not related to the performance of this Agreement; and (C) protect and secure the Confidential Materials, including those that are saved or stored in an electronic form, to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. The provisions of this Section shall survive the termination of this Agreement.

SECTION 1A.3 COMPLIANCE WITH APPLICABLE LAWS. Each Party shall comply with all federal and California laws applicable to its performance of this Agreement. Each provision of law required to be inserted in or that applies to this Agreement shall be deemed inserted herein, and this Agreement shall be read and enforced as though such provision of law is inserted herein.

ARTICLE 2 TERM AND TERMINATION OF AGREEMENT.

SECTION 2.1 CONTRACT TERM. This Agreement shall become effective on the Effective Date stated on the Cover and shall continue in full force and effect thereafter until and including the Termination Date stated on the Cover ("Contract Term"), unless this Agreement is terminated during the Contract Term in accordance with Section 2.2 below.

SECTION 2.2 TERMINATION. This Agreement shall terminate upon expiration of the Contract Term. During the Contract Term, a Party may terminate this Agreement with or without cause. A Party, with or without cause, may terminate this Agreement by giving the other Party written notice for the Notice Period stated on the Cover.

ARTICLE 3 NON-DISCRIMINATION.

The Parties shall not discriminate on the basis of actual or perceived race, color, national origin, ancestry, religious creed, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, gender

identity, gender expression or sexual orientation, or any other basis protected by federal, state or local law, ordinance or regulation, in its educational program(s) or employment.

No person shall be denied employment or participation in unpaid on-the-job training experiences solely because of any impairment which is unrelated to the ability to engage in activities involved in the position(s) or program for which application has been made. Upon the applicant providing notice to the FCSS, a reasonable accommodation will be provided to applicant so he/she may participate in the hiring/selection process.

ARTICLE 4 INSURANCE.

SECTION 4.1 REQUIRED INSURANCE: FCSS, at its own cost and during the Contract Term, shall maintain in effect insurance or self-insurance providing coverage that complies, at a minimum, with the following requirements, and shall provide written proof of such insurance to CC Training Station upon request: (A) *commercial general liability* with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate and with coverage for property damage, bodily injury, and personal and advertising injury; (B) *workers compensation* with limits of not less than \$1,000,000 or as required by California laws, whichever is greater; and *employer's liability insurance* of not less than \$1,000,000; (C) *commercial automobile liability* with a combined single limit of not less than \$1,000,000 per accident, and (D) *workers compensation* insurance coverage for all students furnished and assigned to CC Training Station pursuant to Education Code section 51769. Fresno ROP shall be the "employer" of all students for purposes of complying with the provisions of Division 4 of the California Labor Code (commencing with section 3200) concerning workers compensation.

CC Training Station, at its own cost and during the Contract Term, shall maintain in effect insurance or self-insurance providing coverage that complies, at a minimum, with the following requirements, and shall provide written proof of such insurance to FCSS upon request: (A) *commercial general liability* with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate and with coverage for property damage, bodily injury, and personal and advertising injury; (B) *workers compensation* with limits of not less than \$1,000,000 or as required by California laws, whichever is greater; and *employer's liability insurance* of not less than \$1,000,000; (C) *commercial automobile liability* with a combined single limit of not less than \$1,000,000 per accident.

As to the commercial general and commercial automobile liability insurance set forth herein, FCSS shall provide City of Fresno with an additional insured endorsement naming the City of Fresno, its officers, officials, agents, employees and volunteers as an additional insured that provides or is endorsed to provide primary and non contributory coverage in favor of the City of Fresno, and CC Training Station shall provide FCSS with an additional insured endorsement naming the Fresno County Superintendent of Schools and the Fresno County Board of Education and their officers, employees, agents, and volunteers as an additional insured.

The Workers' Compensation insurance policy for FCSS shall contain, or be endorsed to contain, a waiver of subrogation as to City of Fresno, its officers, officials, agents, employees and volunteers.

SECTION 4.2 PROOF AND NOTICE; DEDUCTIBLE OR SELF-INSURANCE RETENTION: Each Party shall provide to the other Party, upon request: (A) written proof satisfactory to the other Party of the existence of the insurance required in Section 4.1; (B) a copy of the insurance policy and/or other evidence of insurance or self-insurance satisfactory to the requesting Party; (C) no later than 15 days before the date on which a required insurance expires, written proof of renewal of the insurance; and (D) written notice within two business days of the occurrence of any of the following: (1) any required insurance is cancelled or non-renewed, (2) notice from the insurer that the insurer intends to or will cancel or non-renew the insurance, and/or limit, restrict, or reduce the Party's insurance coverage such that the insurance does not comply with the requirements in Section 4.1, or (3) any required insurance's policy limits have been reduced below those required in Section 4.1. Upon request of the other Party, each Party shall disclose any deductible or self-insured retention for any of the required insurance. Each Party's obligation to provide written proof of the insurance required under Section 4.1 shall survive the termination of this Agreement.

SECTION 4.3 SUBCONTRACTOR: If FCSS subcontracts any or all of the services to be performed under this Agreement, FCSS shall require, at the discretion of CC Training Station Risk Manager or designee, subcontractor to enter into a separate Side Agreement with CC Training Station to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, FRESNO ROP will be solely responsible for ensuring that its subcontractor maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

ARTICLE 5 INDEMNITY.

CC Training Station shall indemnify, hold harmless and defend FCSS and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by FCSS, CC Training Station or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of CC Training Station or any of its officers, officials,

employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by CC Training Station of governmental immunities including California Government Code section 810 et seq.

FCSS shall indemnify, hold harmless and defend CC Training Station and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the CC Training Station, FCSS or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of FCSS or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by FCSS of governmental immunities including California Government Code section 810 et seq..

In the event of concurrent negligence on the part of CC Training Station or any of its officers, officials, employees, agents or volunteers, and FCSS or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

This section shall survive termination or expiration of this Agreement.

ARTICLE 6 GENERAL PROVISIONS.

SECTION 6.1 ENTIRE AGREEMENT, CONFLICTS, EXECUTION, AMENDMENT, AND WAIVER. This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. This Agreement consists of and any conflicts or inconsistencies in this Agreement shall be resolved by giving precedence as follows: the Cover, these General Terms and Conditions, Required Documents marked as required on the Cover, any exhibit or attachment that is stated on the Cover, and any amendment entered into by the Parties in accordance with this Section. The Parties may execute this Agreement and any amendment hereto in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any covenant, term, or condition of this Agreement only by a writing executed by them.

SECTION 6.2 INTERPRETATION, APPLICABLE LAWS AND TIME ZONE, VENUE, SEVERABILITY, AND SURVIVAL OF TERMINATION. This Agreement is to be interpreted according to its fair meaning and not strictly for or against any Party, and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in Fresno County, California, provided that FCSS does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

SECTION 6.3 INDEPENDENT CONTRACTOR, ASSIGNMENT, AND TRANSFER. Each Party is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of the other Party. This Agreement does not and shall not be construed to create an agency relationship, partnership, or joint venture between the Parties. A Party shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent; however, this provision shall not be read or construed to prohibit FCSS from contracting with one or more third parties to provide all or a part of the services required from FCSS under this Agreement.

SECTION 6.4 NOTICES. Except as may be specifically stated otherwise in this Agreement, each Party shall give any notices, demands, invoices, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at the address, FAX number, and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier services that tracks the delivery; (C) sent by certified mail, return receipt requested, first class postage prepaid; or (D) sent by regular mail and transmitted by facsimile or e-mail; and, *if to FCSS, a copy thereof, not to include invoices and communications regarding normal implementation of this Agreement, by facsimile to: Lead Legal Counsel at (559) 265-3054.* A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

SECTION 6.5 HEADINGS. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

/ /