

**Training Site Agreement**

**B-1 Agreement – Incentive Paid to Employer (Item #12)**

The purpose of this agreement is to enable the Trainee enrolled at the College to learn the designated skill area by working at the Training Site. Chemeketa Community College ("the College") and \_\_\_\_\_ Training Site (hereinafter "the Site") agree as follows:

The Site agrees to train \_\_\_\_\_, as a(n) \_\_\_\_\_. Upon written verification from the Site that the Trainee has satisfactorily completed the course of training and the required clock hours, the College will award the Trainee a *Certificate of Completion* in Occupational Skills Training.

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

1. The Site agrees to provide appropriate orientation, skills training instruction and supervision in compliance with the Authorized Training Plan proposed by the Vocational Consultant and approved by the Insurer and College. To insure compliance and completion of the approved curriculum plan, the College shall monitor on a quarterly basis through on-site visits, evaluation of skills training objectives, student's weekly logs, and monthly progress reports completed by the Supervisor.
2. All tools, equipment, machinery, and supplies necessary for the training course shall be furnished by the Site. Items to be furnished by the Trainee, if any, shall be designated by the Site and approved by the Vocational Consultant and the College prior to the execution of this agreement and a copy shall be attached to this agreement.
3. The results of work products of the Trainee's efforts shall belong to the Site, and neither the college nor the Trainee shall have any right nor claim to such results or work products.
4. The College, in coordination with the Vocational Consultant, shall end the Training Plan if any of the following applies:
  - a. The Trainee is not able to perform adequately the tasks of the job as documented by a physical capacity evaluation.
  - b. The Trainee's performance falls below the level required to obtain employment in the field of training.
  - c. The Trainee fails to cooperate in meeting the requirements of the Training Plan.
  - d. The Trainee ceases to be enrolled and actively engaged in the training program.
5. The Site may dismiss the Trainee from the training program for cause, which fact shall be promptly communicated to the Skills Training Coordinator and the Vocational Consultant.
6. The Site agrees that Skills Training is subject to the following conditions under Oregon Administrative Rules Chapter 436:
  - a. The Site makes no guarantee of employing the Trainee when the training is completed.
  - b. The Trainee does not displace another worker.
  - c. The Site does not expect a substantial gain from the Trainee.
  - d. The activity is primarily for the Trainee's benefit.
  - e. The Site has a sufficient number of employees to accomplish the regular work of the Site and the training of the Trainee.
7. The Training Site further agrees to comply with all of the applicable requirements of federal and state civil rights and rehabilitation status, rules, and regulations and further agrees to train the Trainee in all applicable health and safety aspects of the job.
8. The College will provide Workers' Compensation Insurance for the Trainee through the College's insurance carrier pursuant to Oregon Statute 656.046 unless the Trainee is still covered by the prior employer's claim or is hired by the Site.
9. Site agrees that the Trainee is the subject worker of the Site. If the Trainee is hired by the Site and remains enrolled as an Occupational Skills Training student, the Site shall:
  - a. Provide Trainee with Workers' Compensation coverage.
  - b. Provide to the College a certificate of insurance for Workers' Compensation coverage.
  - c. Sign a new **Paid Training Site Agreement** form upon Trainee's hiring.
10. Site agrees to comply with all applicable laws, rules and regulations applicable to the work performed under this agreement.
11. Report Trainee accidents immediately. In the case of hospitalization also contact Chemeketa's Risk Management Office (503.399.8635). After normal business hours contact Chemeketa Public Safety (503.399.5023) to report hospitalization.
12. The Oregon Workers Compensation Division provides that insurers may pay a stipend to participating Sites in the amount of \$112 per month or \$336 per term. This amount is paid by the insurer along with other plan costs. Chemeketa in turn agrees to pay this amount to the Site for \_\_\_\_\_ months/terms, provided the Trainee is participating as required, is receiving appropriate training and making satisfactory progress, and the College has received all required reports from the Site. Stipend may be pro-rated as needed.

**CHEMEKETA COMMUNITY COLLEGE**

**TRAINING SITE OFFICIAL**

By \_\_\_\_\_ Date: \_\_\_\_\_ By \_\_\_\_\_ Date: \_\_\_\_\_

Title Occupational Skills Training Coordinator Title \_\_\_\_\_