

## Employer Participation Agreement

This EMPLOYER PARTICIPATION AGREEMENT (**EPA**) entered on \_\_\_\_\_ between \_\_\_\_\_, hereinafter referred to as **EMPLOYER**, and the Governing Board of Chaffey Community College District on behalf of **CHAFFEY COLLEGE**, hereinafter referred to as **COLLEGE**, confirms the agreement the parties have made for **EMPLOYER** to engage **COLLEGE** for services. This Agreement also allows provision for **EMPLOYER** to pay **COLLEGE** directly for fees, training, or services. **COLLEGE** and **EMPLOYER** are sometimes individually referred to as "Party" and collectively as "Parties."

1. **SCOPE OF WORK:** This agreement constitutes a master agreement for the agreement duration for **COLLEGE** to provide services including training to **EMPLOYER**. Any services provided by **COLLEGE** to **EMPLOYER** will be presented via an emailed Services Confirmation to be accepted by **EMPLOYER** prior to the start of services. The Services Confirmation will include but is not limited to: (a) a detailed description of the services to be performed; (b) an estimated timeline; (c) deliverables to be created for **EMPLOYER** and (d) the fees for the services and any funding offset available to **EMPLOYER**.

2. **EXHIBITS:** This agreement is followed by exhibits that contain policies and details related to participation in services through **COLLEGE**. Acknowledging an exhibit does not obligate **EMPLOYER** to engage in any service. The exhibits facilitate ease of engagement for **EMPLOYER** in **COLLEGE** services by acting as relevant contract language if **EMPLOYER** engages in the service(s) described in the exhibit(s).

3. **FUNDING/FEES:** Fees for services delivered by **COLLEGE** to **EMPLOYER** must be paid by **EMPLOYER** unless paid for by another source. If eligible, **COLLEGE** may offset the cost of training with funds available from a grant, state, county contract, or other sources to fund services provided to **EMPLOYER**. Eligibility requirements for **EMPLOYER** to receive funding offset will be included in the Services Confirmation or be explained in the exhibits of this **EPA**. **EMPLOYER** agrees that if eligibility requirements for a funding source to offset full services fees are not met, **COLLEGE** will directly invoice **EMPLOYER** for those fees.

4. **MATERIALS:** Material costs such as personal protective equipment, books, or consumable supplies, may not be covered under **COLLEGE** funding sources, and therefore will be paid for and procured directly from vendor by **EMPLOYER** or quoted under a Services Confirmation.

5. **CONFIDENTIALITY:** **EMPLOYER** and **COLLEGE** acknowledge that Personally Identifiable Information may need to be gathered and shared by **COLLEGE** to provide training services. **COLLEGE** and **EMPLOYER** will maintain Personally Identifiable Information in confidence using administrative, technical, and physical safeguards standards required by applicable privacy acts.

6. **NON-DISCRIMINATION:** It is the concern and policy of **COLLEGE** and **EMPLOYER** to provide all persons with equal employment and educational opportunities without regard to race, religion, color, sex (including gender, gender identity, gender expression, pregnancy, and breastfeeding), sexual orientation, national origin, ancestry, marital status, age, medical condition, genetic characteristics or information, military and veteran status, physical or mental disability or the perception that a person has one or more of these perceived characteristics, or based on association with a person or group

with one or more of these actual or perceived characteristics. **EMPLOYER** shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated hereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5, of Division 4, of Title 2, of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full: **EMPLOYER** shall give written notice of their obligation under this clause to labor organizations with which they have a collective bargaining or other agreement.

7. **NON-SOLICITATION OF COLLEGE TRAINERS:** For purposes of this Agreement, **COLLEGE TRAINERS** shall mean any person or entity providing instruction or training on behalf of **COLLEGE'S** Workforce Training Institute or the InTech Center. In consideration of time and expenses invested in **COLLEGE TRAINERS**, **EMPLOYER** shall not solicit any **COLLEGE TRAINERS** while they are still associated with **COLLEGE**, either under contract, in negotiation, or otherwise still a prospect, and for a period of no less than two (2) years after termination of this Agreement, unless otherwise agreed upon in writing by **COLLEGE**. **EMPLOYER** understands that **COLLEGE TRAINERS** have a similar agreement with **COLLEGE** to not solicit **EMPLOYER**.

8. **PAYMENT:** Amounts payable to **COLLEGE** will be on "net-30" terms from the date of receipt of an invoice.

9. **INSURANCE:**

A. **EMPLOYER** shall maintain in full force and effect, at its sole expense (1) comprehensive general liability insurance to cover **EMPLOYER'S** employees while at the facilities at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate and (2) worker's compensation coverage, statutory form.

B. **EMPLOYER** shall cause the policies for such general liability to name the Chaffey Community College District as additional insured and to require thirty (30) days written notice to the **COLLEGE** prior to the effective date of any material change to or cancellation of such policies. **EMPLOYER** shall present the **COLLEGE** with satisfactory evidence of compliance with these insurance requirements immediately after execution of this Agreement.

10. **INDEMNIFICATION:** Each Party and their successors or assignees agree to indemnify, defend and hold harmless the other and its owners, Governing Board, officers, employees, agents and volunteers from and against any and all third-party liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), to be caused by or arising from: the indemnifying party's (a) the negligent acts, errors, or omissions; (b) any violations of federal, state, or local laws, statutes or regulations arising out of or resulting from any negligent act, error or omission; and/or, (c) infringement or misappropriation of any third-party intellectual property right, including copyrighted materials or patented inventions. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement.

11. **NO EMPLOYEMENT RELATIONSHIP:** No relationship of employer and employee is created by this Agreement. **EMPLOYER'S** Trainees, Agents, Interns, or Apprentices are not to be considered employees, independent contractors, or agents of **COLLEGE** for any purpose, including Worker's Compensation or employee benefit programs.

**12. TERM:**

A. The terms of this agreement shall commence upon its execution and shall be effective for three (3) years. However, this agreement may be modified or revised at any time, by mutual consent, in writing, and signed by all parties.

B. This Agreement may be terminated, with or without cause, by either party after giving the other party sixty (60) days advance written notice of its intention to terminate.

**13. MISCELLANEOUS:** This Agreement is binding upon and shall inure to the benefit of the Parties hereto, and their successors and assigns. Neither party shall assign this Agreement without the prior written consent of the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of laws principles thereof. Any suit brought hereunder shall be brought in the courts sitting in San Bernardino County, California, the parties hereto hereby waiving any claim or defense that such forum is not convenient or proper.

**14. NOTICES:** Any notice or correspondence required by this Agreement shall be delivered personally or by United States Mail as follows;

**Correspondence to CHAFFEY  
COMMUNITY COLLEGE DISTRICT:**

Carlos Lequerica  
Training Development Specialist  
9400 Cherry Ave., Bldg. A  
Fontana, CA 92335

**Copy to:**  
Purchasing Services Department  
5885 Haven Avenue  
Rancho Cucamonga, CA 91737

**Correspondence to EMPLOYER:**

Contact Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_

In witness whereof, the parties hereto have executed this Agreement on the date first written above.

On behalf of:

**CHAFFEY COLLEGE:**

**EMPLOYER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Preethi Talwar, Interim Director,  
Strategic Projects, Workforce and  
Economic Development Department

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A:**  
**CHAFFEY COLLEGE**  
***ETP Requirements, Rules, and Rates***

The following information is for a standard ETP contract.

1. **Employer Eligibility:** State funded Employment Training Panel (**ETP**) training is for employers located in the state of California that are subject to the California State Unemployment Insurance Tax and the Employment Training Tax. All Participating companies must have completed State Form 100E and been approved as a participating employer.
2. **Trainee Eligibility:** All trainees must be permanent full-time employees working at least 35 hours per week. Trainees must be paid their regular wages while participating in ETP funded training. Training is for employees that will remain employed for a minimum of 90 days following their last day of training.
3. **Managers/Supervisors/Executives:** Managers and supervisors, who are not front-line workers, must not exceed 20% of the total trainee population. Top-Level Executives are not eligible for ETP funding for training. These limitations are waived if the company qualifies as a small business (less than 100 employees in California and less than 250 employees worldwide).
4. **Post-Retention Wage:** To qualify for their training to be paid for by ETP, individual trainees must earn an hourly wage that is set each year by ETP. The wages requirement also varies from county to county. **COLLEGE** will inform **EMPLOYER** of applicable wage rate category in a Services Confirmation Document for each training. Health benefits (employer share-of-cost for medical, dental and vision care) of up to \$2.50 per hour may be included in wages used to qualify an individual for ETP funded training.
5. **Hours Minimum/Maximum:** All trainees must attend a minimum of 8 hours of training and may receive a maximum of 200 hours of training per ETP contract awarded to Chaffey according to ETP guidelines.
6. **Post-Training Employment Verification:** All trainees must be employed by the participating employer full-time (35 hours per week), with wages reported in California, for a 90-day period. Retention cannot begin until the end of all training per trainee. At the completion of training and the ETP contract, employers verify the employment and wages of participants within 15 days of request from Chaffey College.
7. **Training Rate:** If the cost of training is being shared by participating employer due to a class size below the minimum, a trainee being ineligible for ETP funding, or if a cancellation/rescheduling fee is being billed to the participating employer, the rate will be quoted by **COLLEGE** to **EMPLOYER** in a Services Confirmation Document for each training.

This Chaffey College Employer Participation Agreement Exhibit A is acknowledged by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Employer

**EXHIBIT B:**

**CHAFFEY COLLEGE**

***Cancellation/Rescheduling/Minimum Number of Trainees Policies***

1. **DEFINITIONS:** The following underlined terms shall have the meaning as set forth herein:
  - 1.1 OPEN ENROLLMENT TRAINING: Training that is open to trainees from multiple employers. This training is typically held at **COLLEGE** facilities.
  - 1.2 CUSTOMIZED TRAINING: Training that is specifically designed for and limited to trainees from **EMPLOYER**. In certain cases, customized training may include more than one employer, upon mutual agreement of all involved Parties.
2. **RIGHTS RETAINED: EMPLOYER** retains the right to remove its trainee(s) from training, without incurring liability, by providing written notification that is received by **COLLEGE** as specified in Sections 3 or 4 herein, as applicable.
3. **OPEN ENROLLMENT TRAINING: EMPLOYER** is required to notify **COLLEGE** five (5) business days prior to the start of training if any of their enrolled trainees will not be in attendance. If notice is not received within five (5) business days, **EMPLOYER** may be invoiced for fees stated in the Services Confirmation.
4. **CUSTOMIZED TRAINING**
  - A. **RESCHEDULING:** Rescheduling notices must be in writing. If notice of rescheduling a service is received by **COLLEGE** from **EMPLOYER** less than fourteen (14) calendar days prior to the first day of the training course, **EMPLOYER** may be subject to all fees for any training days scheduled less than fourteen (14) calendar days from the date of rescheduling at the rate stated in the Services Confirmation. An alternative number of days required for notice of rescheduling may be quoted in the Services Confirmation and will supersede the fourteen (14) calendar days required by this agreement.
  - B. **CANCELLATION:** Cancellation of service notices must be in writing. If notice of cancellation of a service is received by **COLLEGE** from **EMPLOYER** less than thirty (30) calendar days prior to the first day of training, **EMPLOYER** may be subject to all fees as stated in the Services Confirmation or a specific cancellation fee will be quoted in the Services Confirmation.
  - C. **MINIMUM NUMBER OF TRAINEES:** If the number of trainees in attendance, at any time, falls below the minimum number of trainees quoted by **COLLEGE**, **EMPLOYER** may be subject to fees in the amount of the training hours shortfall at the rate stated in the Services Confirmation.

This Chaffey College Employer Participation Agreement Exhibit B is acknowledged by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Employer