

JOINT VENTURE TRAINING AGREEMENT

This agreement is entered to into this _____ day of _____ 20 __, by and between Hart District Regional Occupational Program herein referred to as “ROP” and _____ herein after referred to as “Company”.

WHEREAS, Company desires to provide for the instruction of students by means of a program of on-the-job training; and WHEREAS, Company is in agreement with the educational objective of providing training for the students of ROP. NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. Company shall provide training stations for said students furnished by ROP who are eligible to participate in the training program and who are qualified and acceptable to Company as determined by its Personnel Manager. Company may reject students who are not qualified or are otherwise not acceptable and may reject the services of any student when it determines that so suitable training stations are available.
2. Company may terminate the services of any student hereunder if the student does not perform satisfactorily or if Company detemrines at any time that no suitable training station is available. Company will advise ROP prior to taking such action.
3. Company shall not compensate students for any training services provided hereunder, and students performing training services for Company hereunder shall not be considered employees of Company.
4. Pursuant to EDUCATION CODE Section 51769, all students receiving occupational training without compensation are considered employees of the District of Residence as student workers and are covered under the school district’s Workers Compensation Insurance.
5. Company and ROP shall:
 - a. Cooperate and prepare an individualized training plan for each student.
 - b. Assign student performing training services hereunder to training stations providing experience consistent with the purposes of the training program.
 - c. Instruct students as to Company’s rules and regulations to be adhered to while performing training services hereunder.
 - d. Provide adequate supervision to ensure a planned program of job training activities in order that assigned students may receive maximum educational benefits.
 - e. Maintain and produce to the District copies of records reflecting the student’s training hours, classroom site locations, duration of time, dates, and hours.
 - f. Provide overall desirable training conditions that meet the requirements of law and which will not endanger the health, safety, or welfare of students.
6. Company shall:
 - a. Provide ROP with a written performance rating on each student performing training services hereunder. Said performance rating shall be accomplished on forms furnished to Company by ROP
 - b. Consult the instructor/supervisor assigned to each student by ROP regarding problems which may arise pertaining to student’s on-the-job performance and behavior.
 - c. Permit the instructor/supervisor of each student to observe the student while performing training services hereunder.
7. Company shall not utilize the services of any student pursuant to this agreement to replace an employee, to cause the employee’s hours to be reduced, to impair contracts for services, to fill any vacant position, or to preclude the hiring of additional employees. Furthermore, the Company is prohibited from obtaining an immediate benefit from the student and agrees the student will not engage in “productive work” as defined by labor laws.
8. No student shall be denied participation in the Regional Occupational Program either by ROP or Company based on “disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code.
9. All laws or rules applicable to minors in employment relationships are applicable to students participating in the training program pursuant to this Agreement.
10. Either party may terminate this Agreement upon delivering to the other party thirty (30) days written notice of intent to terminate.
11. Mutual Indemnity Agreement: Each party shall hold harmless, and indemnify the other Party and its directors, officers, agents and employees against any loss, liability , damage, or expense, including any direct, indirect or consequential loss, liability, damage, or expense, but not including attorneys’ fees unless awarded by a court of competent jurisdiction, for injury or death of persons, including employees of either Party and damage to property, including property of either Party. However, neither Party shall be indemnified here-under for any loss, liability damage, or expense resulting from its sole negligence, willful misconduct or safety hazard.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ROP Course	Company Name
Address Student Work Location	Company Address
City and Zip Code	City and Zip Code
By Chief Financial Officer, WSHUHSD	By