

JOINT VENTURE TRAINING AGREEMENT

This agreement is entered 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".

WITNESSETH:

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 determines 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 and are covered under the school district's Workers Compensation Insurance.
5. Company and ROP shall:
 - a. Assign students performing training services hereunder to training stations providing experience consistent with the purposes of the training program.
 - b. Instruct students as to Company's rules and regulations to be adhered to while performing training services hereunder.
 - c. Provide adequate supervision to ensure a planned program of job training activities in order that assigned students may receive maximum educational benefits.
 - d. Maintain accurate records of the student's attendance at his training station.
 - e. 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 displace or replace any Company employee, to impair existing contracts for services, or to fill any vacant position.
8. No student shall be denied participation in the Regional Occupational Program either by ROP or Company because of race, color, sex, religion, handicap, or national origin.
9. All laws or rules applicable to minors in employment relationships are applicable to students participating in the training program pursuant to this Agreement.

Either party may terminate this Agreement upon delivering to the other party thirty (30) days written notice of intent to terminate.

This Agreement is subject to annual renewal.

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

Company Name

Address

City and Zip Code

By _____
Susan Hoerber, Chief Financial Officer

By _____