

# OROVILLE UNION HIGH SCHOOL DISTRICT

## Community Classroom Joint Venture Agreement for Use of Facilities

The OROVILLE UNION HIGH SCHOOL DISTRICT, hereinafter referred to as District, and \_\_\_\_\_ hereinafter referred to as Affiliate, mutually agree to the following responsibilities: (Business Name)

### THE AFFILIATE SHALL

1. Provide space and services at the facilities operated by Affiliate at no cost to the District for the purpose of providing vocational training to selected students enrolled in the District's program, hereinafter referred to as Program. Said space shall be appropriate for the training and instruction of students in \_\_\_\_\_, an instructional program operated by the District, and shall be available at such times as mutually agreed upon by the parties hereto.
2. Provide training stations for each student participating in the Program specified herein, who is qualified and acceptable to Affiliate. Affiliate may reject students who are not qualified or who are otherwise not acceptable and may reject the training of any student when it determines that no suitable training stations are available. Affiliate may terminate the training of any student hereunder if the student does not perform satisfactorily.
3. Provide instruction stations and supervision to the students enrolled in programs located at Affiliate's site. District shall be responsible for the actions of the students during operation of the Program. In addition, District is responsible for the preparation and distribution of such special written rules and regulations regarding Affiliate's company policies and procedures as may be required by Affiliate, and enforcement of such rules and regulations during the hours students are on Affiliate's premises.
4. Jointly develop student's training plans and agreements with their teacher.
5. Provide student with unpaid, on-the-job training experiences in an environment that will not endanger the health, safety, welfare or morals of the student.
6. Maintain training records at the training site (including a copy of the training plan).

### THE AFFILIATE MAY

1. Require participating students to complete an application form of Affiliate's bonding insurance company and be fingerprinted for purpose of background check by the FBI. Affiliate is not required to carry any insurance in connection with the students or this agreement.
2. Provide equipment, materials and other resources that will expand the competencies developed in the related classroom instruction portion of the program.

### THE DISTRICT SHALL

1. Provide all instructional materials for the Program, including, but not limited to, text and reference books and materials, and such supplies and materials as are required by the Affiliate or teacher(s).
2. Pursuant to Education Code Section 51760(d), secure a certificate of insurance showing public liability and property damage insurance with a minimum of \$1,000,000 combined single limit coverage, and agrees to hold Affiliate, its officers, agents and employees free and harmless from every claim or demand made and every liability, loss, damage or expense of any nature whatsoever which may be incurred by any reason of any theft or damage to property, or death of or injury to persons arising out of the District's use of said facility or resulting from the negligent or willful misconduct of the District, its officers, employees, agents or students participating in the program herein described. Further, the District shall hold the Affiliate, its officers, agents and employees free and harmless from every claim or demand made and every liability, loss, damage or expense of any nature whatsoever arising out of the District's use of said facility and resulting from the negligent or willful misconduct of the District, its officers, employees, agents or students participating in the Program herein described. Irrespective of the generality of the foregoing, the District and its officers, employees, agents or students assume no liability or responsibility for claims or damages of any type arising or occurring as the result of the negligence or misconduct of the Affiliate or its officers, employees or agents.
3. Maintain during the term of this agreement the statutory maximum of worker's compensation insurance pursuant to Education Code Section 51769 as shall protect the District and Affiliate with respect to those liabilities as to which the District holds affiliate harmless.

The training plan for the Program operated pursuant to this Agreement is on file with the District and available for review upon request.

Students participating in the Program conducted pursuant to this Agreement shall not displace any regular paid employee of Affiliate, and further, Program students shall not be employed or compensated by the Affiliate to perform tasks which are included as part of the instructional programs while the students are enrolled in that specific program.

No student shall be denied participation in the training program based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610).

This agreement shall be in effect for the period from \_\_\_\_\_ to \_\_\_\_\_. The Agreement may be amended in writing by mutual agreement of the parties and may be terminated at will by either party with or without cause.

Business Name

Address

City

Job Site Supervisor's  
Signature/Date

Superintendent/Designee's  
Signature/Date

Instructor's  
Signature/Date