

(06/07/19)

# JOINT VENTURE WORK-BASED LEARNING AGREEMENT

This agreement is entered into into this \_\_\_\_\_ day of 2019, by and between Hart District Career & College Readiness Department herein referred to as “CCR” and \_\_\_\_\_ herein after referred to as “Business Partner”.

WHEREAS, Business Partner desires to provide a program of student work-based learning; and WHEREAS, Business Partner is in agreement with the educational objective of providing work-based learning for Hart District students. NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. Business Partner shall provide appropriate work space for said students who are eligible to participate in the work-based learning program, and who are qualified and acceptable to the Business Partner as determined by an authorized representative. Business Partner may reject students who are not qualified or are otherwise not acceptable, and may reject the services of any student when it determines that no suitable space is available.
2. Business Partner may terminate the services of any student hereunder if the student does not perform satisfactorily. Business Partner will advise CCR prior to taking such action.
3. Business Partner shall not compensate students for any work-based learning services provided hereunder. Students performing work-based learning services for Business Partner hereunder shall not be considered employees of Business Partner.
4. Pursuant to EDUCATION CODE Section 51769, all students receiving occupational work-based learning 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. Business Partner and CCR shall:
  - a. Collaborate to prepare an individualized work-based learning plan for each student.
  - b. Assign student work experience consistent with the purposes of the work-based learning program.
  - c. Instruct students as to Business Partner’s rules and regulations to be adhered to while performing work-based learning services hereunder.
  - d. Provide adequate supervision to ensure a planned program of work-based learning activities in order that assigned students may receive maximum educational benefits.
  - e. Maintain and produce to the Hart District copies of records reflecting the student’s work-based learning classroom site locations, duration of time, dates, and hours on forms furnished to Business Partner by CCR.
  - f. Provide overall desirable work-based learning conditions that meet the requirements of law and which will not endanger the health, safety, or welfare of students.
6. Business Partner shall:
  - a. Provide CCR with a written performance rating on each student performing work-based learning services hereunder. Said performance rating shall be accomplished on forms furnished to Business Partner by CCR
  - b. Consult the instructor/supervisor assigned to each student by CCR 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 work-based learning services hereunder.
7. Business Partner shall not utilize the services of any student pursuant to this agreement to replace an employee, to cause employee hours to be reduced, to impair contracts for services, to fill any vacant position, or to preclude the hiring of additional employees. Furthermore, the Business Partner 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 Work-Based Learning program either by CCR or Business Partner 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 work-based learning 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 hereunder 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.

Business Partner Company Name

Business Partner Contact Name

Business Partner Street Address, City, & Zip

Business Partner Contact Email & Phone

Student Work Location (if different)

Name of CCR Course

By

By

(Authorized Representative of Business Partner)... (Date)

(Chief Financial Officer, WSHUHSD)...(Date)