

COLTON-REDLANDS-YUCAIPA REGIONAL OCCUPATIONAL PROGRAM

JOINT VENTURE TRAINING AGREEMENT FOR USE OF FACILITIES

THIS AGREEMENT is made by and between	hereinafter
referred to as "Business Partner," and COLTON-REDLANDS-YUCAIPA REGIONAL OCCUPATIONAL	PROGRAM,
hereinafter referred to as "CRY-ROP."	

WITNESSETH:

WHEREAS, CRY-ROP seeks to utilize facilities and services to be provided by Business Partner in order to fulfill the practical training component of the Career and Technical Education courses and programs offered by CRY-ROP; and

WHEREAS, Business Partner has training facilities which will be made available to CRY-ROP, for its use in the instruction of CRY-ROP participant(s), at a time mutually agreeable to the Business Partner and CRY-ROP.

NOW, THEREFORE, the parties agree as follows:

THE BUSINESS PARTNER SHALL:

- 1. Agree to provide a supervisor or designee who will be responsible for supervising the CRY-ROP participant(s) and to provide an orientation and training. The CRY-ROP participant(s) will be provided with a safe work space and the proper tools, supplies and equipment to carry out the training responsibilities assigned.
- 2. Furnish all in-kind services, such as utilities, custodial, maintenance, emergency phone services as well as the use of restrooms, parking areas and other facilities, as needed.
- 3. Not displace or decrease the hours of employment of any regular employee or any high school work experience student or substitute for existing vacancies as the result of this agreement.
- 4. Not have any financial obligation under this agreement.

CRY-ROP SHALL:

- 1. In cooperation with the Business Partner, develop a competency-based instructional plan for each participant placed with said Business Partner.
- 2. Provide worksite monitoring and follow-up of the participant(s).
- 3. Furnish supplies necessary to conduct the training program; the Business Partner shall not be responsible for loss, theft, or damage to such supplies.
- 4. Review and reinforce all rules and regulations with the participant(s) that they will be subject to during the hours they are in the facility.
- 5. Communicate to the participant(s) that they are not entitled to a job at the conclusion of the training period.

HOLD HARMLESS CLAUSES:

- 1. CRY-ROP agrees to defend, indemnify and hold harmless the Business Partner, its officers, agents, and employees from any and all suits, actions, damages, or claims of every name and description, including reasonable attorneys' fees, to which the Business Partner, its officers, agents, and employees may be subjected or put to by reason of damage or act of omission occasioned by CRY-ROP, its officers, agents, participant(s) or employees in carrying out the provisions of this Agreement.
- 2. The Business Partner agrees to defend, indemnify and hold harmless CRY-ROP, its officers, agents, and employees from any and all suits, actions, damages, or claims of every name and description, including reasonable attorneys' fees, to which CRY-ROP, its officers, agents and employees may be subjected or put to by reason of damage or act of omission occasioned by the Business Partner, its officers, agents or employees in carrying out the provisions of this Agreement.
- 3. CRY-ROP agrees to see that each participant is supplied with insurance coverage for Worker's Compensation, and to take out and maintain during the life of this Agreement such public liability and property damage insurance as shall protect CRY-ROP and the Business Partner with respect to those liabilities to which CRY-ROP holds the Business Partner harmless.

GENERAL PROVISIONS:

- 1. The term of this Agreement shall commence <u>///</u> and continue until cancelled by either party in accordance with paragraph 4 thereof.
- 2. CRY-ROP and the Business Partner will share the responsibility for the supervision of participant(s) during the training period.
- 3. CRY-ROP and the Business Partner, in compliance with Civil Rights legislation, hereby assert that this does not discriminate on the basis of race, color, national origin, ancestry, religion, creed, sex, age, or handicap in its employment or educational programs or activities. For inquiries contact the Personnel Services Department at (909) 793-3115.
- 4. The Agreement may be cancelled by either the Business Partner or CRY-ROP by serving 30 days written notice.

EXECUTED THISDAY OF	, 20, IN, <u>CA.</u>
Business Partner	CRY-ROP
Business Name:	Course/Program:
Site Address:	Address: 1214 Indiana Court
City, State Zip:	City, State Zip: Redlands, CA 92374-2896
Contact Person:(Please print) Title:	CRY-ROP Rep.:(Please print) Title:
Phone:	Phone:
Email:	Email:
Authorized Representative – Name and Title	Supervising Manager Signature
Authorized Signature	Superintendent Signature

INSTRUCTIONS FOR PROCESSING:

- 1. This form must be signed by the authorized Business Representative, Supervising Manager, and CRY-ROP Superintendent PRIOR to student placement.
- 2. The CRY-ROP Representative is responsible for returning the agreement to their Supervising Manager for processing.
- 3. Once approved, the agreement will remain on file at the CRY-ROP office, and a copy with all signatures will be provided to the Business Partner and the initiating CRY-ROP Representative.

Note: Title V regulations are available for community site sponsors upon request.