



Santa Ana Unified School District

1601 E Chestnut Ave • Santa Ana, CA 92701 • TELEPHONE: (714) 241-6598

AGREEMENT TO USE COMMUNITY CLASSROOM SITE A JOINT VENTURE AGREEMENT (NON FINANCIAL)

The Santa Ana Unified School District (SAUSD) and _____
Name of Company
located at _____
Address City State ZIP Code
herein referred to as the **"Community Classroom Site"**, mutually agree that:

All Career Technical Education instruction and work-based learning activities held at the above-referenced Community Classroom Site a) shall be conducted pursuant to Education Codes 51769, 46300, 52372, 52372.1, and Sections 10090-10092 of Title 5; and b) shall be in accordance with the **Individualized Training Plan (ITP)**, which describes specific performance objectives and includes a statement of the expected length of time required for the attainment of each objective. All students of the Program enrolled in:

Course Title Pathway

which will be conducted in the Community Classroom shall be under the immediate supervision and control of a SAUSD instructor who holds a valid California Teaching Credential authorizing the subject to be taught. (See definition of immediate supervision on reverse side.)

No student enrolled in a Career Technical Education work-based learning program shall replace an employee at the Community Classroom Site or cause the site employee's hours to be reduced, nor shall the student's training activities preclude the hiring of additional employees. Students enrolled in Community Classroom programs are not permitted to receive monetary compensation from the Community Classroom site during their participation in the program. **The Community Classroom Site agrees not to hire any student until his/her training has been completed, or until the student has enrolled in "Cooperative Career Technical Education (CTE)" paid internship program.**

All Community Classroom student trainees are covered by the Workers' Compensation insurance carried by the Santa Ana Unified School District.

It is the policy of SAUSD and the Community Classroom Site, that no person shall be excluded from participation in career technical education programs on the basis of sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability.

All Joint Venture Agreements are subject to review by the Santa Ana Unified School District and shall be in effect for a term of 5 years commencing on date signed by Community Classroom Signee or amended by mutual written consent of the parties and/or may be terminated upon sixty (60) days notice in writing by either party.

COMMUNITY CLASSROOM SITE PLEASE PRINT CLEARLY

Status: ☐ New ☐ Renewal

Company: _____

Address: _____

City/State/ZIP: _____

Telephone Number: _____

Email Address: _____

Print Name/Title: _____

Community Classroom Agreement Signee

Signature/Date: _____

Community Classroom Agreement Signee

COMMUNITY CLASSROOM TRAINING AGREEMENT

Definitions:

"Community Classroom" is an instructional methodology which utilizes unpaid on-the-job training experiences at business, industry, and public agency sites to assist students in acquiring those competencies (skills, knowledge and attitudes) necessary to acquire entry-level employment. The intent of the community classroom methodology is to provide additional resources so concurrent, formalized classroom instruction can be extended and the acquisition of salable skills enhanced. (Title 5 10080 (a))

"Community Classroom Individualized Training Plan (ITP)" is a document which identifies those competencies the student will acquire through CTE classroom instruction and unpaid on-the-job experiences. (Title 5 10080 (h))

"Immediate Supervision" means pupil participation in unpaid on-the-job experience as outlined under a training agreement and Individualized Training Plan wherein the Supervisor of the training site and certified SAUSD personnel share the responsibility for supervision of on-the-job experiences. (Education Code 46300 (f))

Guidelines:

Each student shall have related classroom instruction at least once per week. Additionally, the instructor shall visit each Community Classroom site and observe the student at that training site a minimum of once every two weeks. A written log of instruction visitations shall be maintained. Student/instructor interaction will focus on monitoring acquisition of those specific competencies outlined on the ITP. When entry level proficiency has been attained on a particular competency, verification shall be indicated on the student's ITP. The student shall then be moved on to other competencies.

Facility Training Conditions/Emergency Action Plan:

Community Classroom Site conditions shall prevail which will not endanger the health, safety, welfare, or morals of the pupil. (Title 5 10086 (d)) The Community Classroom site is responsible for providing a clean and safe environment and will provide first aid as required to students who are injured while on the Community Classroom Site's premises. In the event of an emergency disaster condition students attending their Community Classroom Sites are to follow emergency instructions issued at that location. Students are to remain at their on-the-job sites until it has been determined by their on-the-job site that it is safe to continue to their homes.

Workers' Compensation and Liability:

Students enrolled in occupational training classes held in the community are considered to be employees of their resident district for the purpose of providing workers' compensation insurance. Workers' compensation and liability insurance coverage is provided only during scheduled training hours.

Hold Harmless:

Except for the actions of the Community Classroom Site, its employees, officers, or agents. SAUSD hereby agrees to indemnify and hold harmless the Community Classroom Site, its employees, officers, and agents from liability for bodily injury, disease, or death to any person, or persons, or damage to property, real or personal, tangible, or intangible arising out of any instruction or supervision provided by SAUSD, its employees, officers, or representatives, during the term of this agreement, except for any suit or claim arising out of the actions of student or staff involved in program training while under the supervision of the Community Classroom Site's representative, agent, officer, or employee. The Community Classroom Site agrees to indemnify and hold harmless SAUSD, its employees, officers, and agents from liability for bodily injury, disease, or death to any person, or persons or damage to property, real, or personal, tangible, or intangible, arising out of any instruction or supervision provided by the Community Classroom Site or the Community Classroom Site's employees, agents, officers, or representatives during the term of this agreement.

Sexual Harassment Statement:

The Santa Ana Unified School District is committed to maintaining an employment, educational and business environment free from harassment, intimidation, or insult on the basis of an individual's sex. Positive action will be taken when necessary to eliminate such practices or remedy their effects. Sexual harassment is a violation of Federal law, State of California law, and SAUSD policy.

The Fair Employment and Housing Commission defines sexual harassment as, "unwelcome sexual advances, requests for sexual favors and other visual, verbal, or physical conduct of a sexual nature, when submission to such conduct is made either explicitly or implicitly a part of the employment or educational environment." The prohibition against sexual harassments applies to employees and students. Any individual who feels they have been sexually harassed should direct their complaint to the supervisor of the alleged harasser, or in the case of a student, their supervising instructor. If the supervising instructor is the alleged harasser, the individual should direct their complaint to the CTE administrator.

No Employment Guarantee:

At enrollment time the student may not be promised a job at the conclusion of the training period.