

WILLIAM S. HART UNION HIGH SCHOOL DISTRICT



Career Visions On-The-Job Training Contract

The purpose of this contract is to provide the student-client with on-the-job work-related training
Revised 08/23

I. Student Responsibilities

As a student-client in the OJT program, I agree to:

- A. Follow the program rules and regulations established by the school and the employer.
- B. As needed, arrange for my own transportation and accept liability if incurred. The school will not authorize or be held responsible for the mode of transportation that is used.
- C. (If 18 years of age or older) Provide self with ample insurance coverage while traveling to and from school, as well as, to and from the training site.
- D. Maintain regular attendance and punctuality in school and at on-the-job training, or I will not be allowed to participate in OJT. I will not participate in OJT, on days that I am absent from school. If I have above average absences on non-workdays, my participation in OJT may be limited.
- E. Notify my Career Transition Advisor within one day if I am released from my training.
- F. Notify my work-training site and Career Transition Advisor before I am due at work if an illness or an emergency prevents me from working.
- G. Consult with my Career Transition Advisor if I should find it necessary to terminate my on-the-job training before the agreed upon date.
- H. If receiving a pay-incentive, obtain a social security card, any other required identification (and a work permit, if under 18 years of age).
- I. Adult Transition Students ONLY: Complete a minimum eight (8) week PAES evaluation and 40 hour volunteer placement to assess workforce readiness prior to consideration for community based training.

II. Business/Training Site Responsibilities

As a training site resource in the OJT program, I agree to:

- A. Not use the student-client to replace a paid employee position.
- B. Inform the student-client and job coaching staff of rules, regulations, and duties expected of the student-client trainee.
- C. Pursuant to Education Code 45125.1(a), ensure supervision by staff that are both background checked and fingerprint cleared for the student-client trainee while working when school district staff are not present, assist in improving the on-the-job training performance of the student-client, and assign the student-client to more responsible duties or positions if openings occur for which the student is qualified.
- D. Plan an appropriate variety of on-the-job training tasks/responsibilities.
- E. Abide by state and federal laws/regulations pertaining to employment and/or students on training/job sites.
- F. Confer with the school job coaching/staff regarding the student-client's training progress and/or need for additional help.
- G. Evaluate the training performance of the student-client with the school job coaching/staff through written evaluation every eight (8) weeks.
- H. Consider student-client for part time employment if economically feasible, after completion of fifty (50) subsidized work hours, and satisfactory eight (8) week worksite performance evaluation.
- I. Inform the school job coaching/staff when planning to terminate a student-client's training.
- J. Indemnity ("Hold Harmless") Statement

(Business name here)

shall defend, indemnify and hold-harmless the WILLIAM S. HART UNION HIGH SCHOOL DISTRICT, the Governing Board and each member thereof, and the District's other officers, employees, and agents (collectively, not including the District, the "District Agents"), and each of them, from and against any and all claims, actions, damages, losses, costs, expenses and other liabilities (including, but not limited to, damage to property and injury, including death, of any person) arising from, pertaining to, relating to, or directly or indirectly connected with: (1) the performance of the Scope of Services by

(Business name here) or anyone working under or for

(Business name here); (2) actual or alleged negligence, recklessness, or willful misconduct by

(Business name here) or anyone working under or for

(Business name here); and/or (3) the performance of this Agreement by

(Business name here) or anyone working under or for

(Business name here). Any defense of the District and/or District Agents shall be by qualified and appropriately experienced legal counsel reasonably acceptable to the District, but selected and retained by the

(Business name here) at its sole cost.

(Business name here)'s obligations pursuant to this Section shall survive the expiration or termination of this Agreement.

III. School District Responsibilities

The William S. Hart Union High School District, agrees to:

- A. Monitor progress of the student-client while the student-client is participating in the OJT program.
- B. Act as employer of record for the student-client while the student-client is participating in the OJT program, and is receiving a pay-incentive.
- C. Abide by state and federal laws/regulations pertaining to employment/training, and/or students.
- D. If the student-client is receiving a pay-incentive, pay the student-client _____/hr.
- E. Provide State Worker's Compensation Insurance coverage under the School District's policy for student-clients while they are at the work site.
- F. Enroll the student-client only in an approved OJT site as defined by the local School District and supported by a plan of operation approved by the California State Department of Education.
- G. Inform the student-client (and the parent/guardian if the student-client is under 18 years of age or conserved), of program rules and regulations.
- H. Monitor the student-client's training site and activities, and consult with the employer regarding the on-the-job training performance of the student-client.
- I. Assist in the resolution of the student-client's school or work training site-related problems that are affecting on-the-job training performance and the student-client.
- J. Communicate with the student-client regarding on-the-job training performance via written performance evaluation every eight (8) weeks.
- K. Provide the employer with the objectives of the student-client's OJT experience.
- L. Indemnity ("Hold Harmless") Statement

The WILLIAM S. HART UNION HIGH SCHOOL DISTRICT shall defend, indemnify and hold-harmless

(Business name here),

its Governing Board and each member thereof, and its other officers, employees, and agents (collectively, not including the Business the "Business Agents"), and each of them, from and against any and all claims, actions, damages, losses, costs, expenses and other liabilities (including, but not limited to, damage to property and injury, including death, of any person) arising from, pertaining to, relating to, or directly or indirectly connected with: (1) the performance of the Scope of Services by the WILLIAM S. HART UNION HIGH SCHOOL DISTRICT

(2) actual or alleged negligence, recklessness, or willful misconduct by the WILLIAM S. HART UNION HIGH SCHOOL DISTRICT or anyone working under or for the WILLIAM S. HART UNION HIGH SCHOOL DISTRICT; and/or

(3) the performance of this Agreement by the WILLIAM S. HART UNION HIGH SCHOOL DISTRICT or anyone working under or for the WILLIAM S. HART UNION HIGH SCHOOL DISTRICT. Any defense of the District and/or District Agents shall be by qualified and appropriately experienced legal counsel reasonably acceptable to the Business, but selected and retained by the WILLIAM S. HART UNION HIGH SCHOOL DISTRICT at its sole cost. The WILLIAM S. HART UNION HIGH SCHOOL DISTRICT's obligations pursuant to this Section shall survive the expiration or termination of this Agreement.

IV. Parent/Guardian Responsibilities (If student-client is under 18 years of age or conserved)

As a parent/guardian of a student-client in the OJT program, I agree to:

- A. Encourage the student-client to effectively carry out the duties and responsibilities of the program at school and at the training site.
- B. Arrange transportation for non-school hours for the student-client and accept liability if incurred. The school will not authorize or be held responsible for the mode of transportation that is used.
- C. Provide the student-client with ample insurance coverage while traveling to and from school, as well as, to and from

Career Visions Training Agreement and Certification

Student-Client's Printed Name:

Student-Client's Signature:

Today's Date:

Parent / Legal Guardian's Printed Name:

Parent / Legal Guardian's Signature:
(If student is under 18 years of age or conserved)

Today's Date:

Business/Training Site Name:

Business/Training Site Address:

Business/Training Site Representative's Printed Name:

Business/Training Site Representative's Signature:

Today's Date:

School District Representative's Printed Name:

School District Representative's Signature:

Today's Date: