

**MT. DIABLO UNIFIED SCHOOL DISTRICT
INTERNSHIP AGREEMENT**

THIS INTERNSHIP AGREEMENT ("Agreement") is between Mt. Diablo Unified School District (the "District") and Atlantis (501)(03) (the "Business/Organization"), collectively the "Parties" by and on behalf of its Mt. Diablo Youth Employment Services & Career Pathways Programs in order to provide internship placement(s) for District Intern(s) ("Intern(s)") in the Business/Organization, as detailed in this Agreement.

Whereas, the Business/Organization and the District have a mutual interest in training, supervising and hiring Interns to work at Business/Organization;

Whereas, the parties agree that the purpose of this Agreement is to provide on-the-job types of training and learning experiences to Interns, in order to develop their occupational competencies;

Whereas, the parties agree that the Business/Organization benefits from this Agreement by gaining productive contributions by Interns in the workplace, positive publicity as a partner supporting youth, an opportunity to develop leadership and mentoring skills among its workforce, and an expanded potential hiring pool.

In order to effectuate the purpose and benefits of this Agreement, the parties further agree to the terms and conditions provided below.

1. TERM

The term of this Agreement shall commence on June 1, 2024 and end on May 31, 2026.

2. RESPONSIBILITIES OF DISTRICT

A. District will provide a Work Based Learning ("WBL Coordinator") as a single point of contact for Business/Organization and for oversight of interns for the duration of the internship period.

B. The District will provide Intern(s) with a general orientation to effective work-ready essential skills including, but not limited to:

- Adhering to agreed upon Business/Organizations' hours and schedule ·
- Appropriate workplace conduct, behavior, and dress
- Importance of respecting rules of confidentiality, safety and security ·
- Procedures for communicating

C. The District will provide Intern(s) and the Business/Organization with an orientation regarding the goals and objectives of the internship(s).

D. The District will provide Intern(s) with a curriculum and instruction focused on workplace issues, skill-building and career development.

E. The WBL Coordinator will obtain from Business/Organization specifics of the work required of Intern(s) and will identify Intern(s) to be interviewed and considered for placement, based on information provided by Business/Organization.

F. The WBL Coordinator will provide Intern(s) with all necessary information regarding the Business/Organization and will ensure that Intern(s) have signed an Internship Agreement prior to the start of the internship.

G. The WBL Coordinator will meet with Intern(s) and develop learning objectives for the Work Based Learning Plan & Evaluation . The WBL Coordinator will review those learning objectives with the Host Organization

H. The WBL Coordinator will provide the Business/Organization with an Internship Evaluation to be completed at the end of the internship.

I. The WBL Coordinator will have regular contact with the Intern(s) and Business/Organization for the purpose of monitoring intern performance and progress.

K. In the event the WBL Coordinator is notified of a performance concern, they will consult with Business/Organization supervisor and facilitate communication with Intern(s). Upon request by Business/Organization to terminate internship, the WBL Coordinator will facilitate the termination.

K. District shall maintain all academic records of the Interns.

L. The District will carry Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

3. RESPONSIBILITIES OF THE BUSINESS/ORGANIZATION

A. The Business/Organization will assign a liaison who will be directly responsible for supervising Intern(s). The Business/Organization will provide the District with the name(s), address(es), and telephone number(s) of the liaison and the liaison will be provided with a copy of this Agreement before Interns begin work.

B. The Business/Organization will provide supplemental training and assistance required to ensure that Intern(s) acquire the skills, knowledge, and ability to function satisfactorily as an employee in the Business/Organization's operation.

C. The Business/Organization will document Intern('s') attendance, evaluate participant

progress in accordance with procedures prescribed by District, and maintain verification of time worked.

D. The Business/Organization will accept from the District the mutually agreed upon number of Interns.

E. The Business/Organization will maintain regular contact with the WBL Coordinator, including immediate contact whenever a concern arises about an Intern and/or their work experience.

F. The Business/Organization will provide tasks, duties and projects that are relevant to the Intern('s') education and training. In the event the Business/Organization is no longer able to provide relevant work experience, it will immediately notify the WBL Coordinator, who will in turn notify the District.

G. The Business/Organization will provide the equipment, workspace, and technology necessary for Intern(s) to complete assigned tasks unless specific arrangements are made with the WBL Coordinator.

H. The Business/Organization will sign Intern('s') timesheets on a weekly basis, complete required intern performance assessments, and provide feedback to the WBL Coordinator.

I. The Business/Organization will provide a safe and supervised work environment for Intern(s).

J. The Business/Organization will allow WBL Coordinator with access to Intern(s) during the internship, as needed.

K. The Business/Organization may request that the WBL Coordinator remove the Intern(s) from the program if the Intern(s) does/do not perform satisfactorily, or fails or refuses to adhere to the Business/Organization's policies, procedures, rules and regulations. This includes requesting removal of Intern(s) who fail to adhere to appropriate behavior, dress and hygiene standards.

L. The Business/Organization will review with Intern(s) completed Internship Evaluation and provide feedback on Intern('s') performance.

M. The Business/Organization will comply with the requirements of California Education Code sections 49160-49165, provided in Appendix A, which is attached and incorporated by reference into this Agreement.

N. The Business/Organization will comply with the requirements and provisions of California Education Code section 45125.1, by doing the following:

i. Designating at least one adult employee in the workplace during the Intern(s) work hours, who has direct contact with the Intern(s) as the “employee of record” who is responsible for the safety of the Intern(s); this may be the liaison,

ii. Ensuring the “employee of record” has a valid criminal records summary as described in California Education Code section 44237, and iii. Allowing a District employee to make at least one visitation every three weeks to consult with the Intern(s) workplace employee of record, observe the Intern(s) at the workplace, and check in with the Intern(s) to ensure their health, safety, and welfare, including by addressing any concerns the Intern(s) have raised.

4. CONFIDENTIAL STUDENT INFORMATION

The Business/Organization understands and agrees that, in connection with this Agreement, it may have access to confidential and personally identifiable Intern information, the disclosure of which to third-parties may be damaging to Intern(s). Consequently, the Business/Organization agrees that all Intern information disclosed by the District to the Business/Organization shall only be used in performance of this Agreement unless disclosure is required by law or court order.

5. INSURANCE

A. Coverages: for the duration of the Agreement, the Business/Organization shall maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the terms of this Agreement. Insurance shall cover the Business/Organization and its agents, representatives, employees or subcontractors and shall be in the following amounts and coverages.

i. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate.

ii. **Automobile Liability: *If applicable*,** ISO Form Number CA 00 01 covering any auto (Code 1), or if Work Site has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$250,000** per accident for bodily injury and property damage.

B. The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. **Additional Insured Status**

The District shall be named as an additional insured by endorsement to the Business/Organization's Commercial General Liability policy with respect to liability arising out of work or operations performed pursuant the work-based learning experience.

ii. Primary Coverage

For any claims related to this Agreement, the Business/Organization's insurance shall be primary insurance to the District's.

6. INDEMNIFICATION

A. The Business/Organization agrees to indemnify and hold harmless the District and its Board, officers, employees and agents, against all claims, demands, damages, costs, and expenses of whatever nature. Including court costs and reasonable attorney fees, arising out of or resulting directly or indirectly from the negligent or intentional acts or omissions of the Business/Organization or its Board, officers or employees.

Notwithstanding the foregoing, Business/Organization shall have no obligation under this section with respect to any loss that is caused by the sole negligence or willful misconduct of the District and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Business/Organization, its subcontractors or either' agent or employee, as determined by a court of competent jurisdiction.

B. The District agrees to indemnify and hold harmless the Business/Organization and its Board, officers, employees and agents, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting directly or indirectly from the negligent or intentional acts or omissions of the District or its Board, officers or employees. Notwithstanding the foregoing, District shall have no obligation under this Section with respect to any Loss that is caused by the sole negligence or willful misconduct of Business/Organization and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by District, its subcontractors or either's agent or employee, as determined by a court of competent jurisdiction.

7. NON-DISCRIMINATION

The parties agree that all Interns participating in the work-based learning experience pursuant to this Agreement shall not be discriminated against based on race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, veteran status, medical condition (cancer related or genetic characteristic) as defined in section 12926 of the California Government Code, citizenship, or any other protected status, within the limits imposed by law or agency policy.

In the event of noncompliance by either party to this Agreement, it may be suspended in whole or in part. 4868-5037-1999, v. 2

8. NOTICE TO THE PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing

religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, veteran status, medical condition (cancer related or genetic characteristic) as defined in section 12926 of the California Government Code, citizenship, or any other protected status, within the limits imposed by law or agency policy.

In the event of noncompliance by either party to this Agreement, it may be suspended in whole or in part.

8. NOTICE TO THE PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and registered, as follows:

NOTICE TO THE DISTRICT:

DISTRICT SITE/ DEPT.	Partnerships & MTSS
HEAD OF SITE/ DEPT.	Stephanie Roberts
STREET ADDRESS	1026 Mohr Ln
CITY, STATE, ZIP	Concord, CA 94519
TELEPHONE	925-682-8000 x6203
FAX	N/A
EMAIL ADDRESS	ROBERTSS@MDUSD.ORG

NOTICE TO THE BUSINESS / ORGANIZATION:

BUSINESS/ORGANIZA TION:	Aglauntis
CONTACT PERSON	Carolyn Phinney
STREET ADDRESS	62 Scenic Drive
CITY, STATE, ZIP	Orinda CA 94563

TELEPHONE	925 788 7374
FAX	N/A
EMAIL ADDRESS	sustainable farm @ comcast.net

7. TERMINATION

or carolyn phinney @ comcast.net
(both go to same mailbox)

This Agreement may be terminated by the mutual written agreement of both parties. Alternatively, either party may terminate this Agreement with fourteen (14) days prior written notice to the other. This Agreement may be terminated immediately by either party if there is a failure to comply with the terms and conditions provided in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

By: _____

Title: _____

Date: _____

(Business/Organization Name)

By: Carolyn Phinney

Title: President

Date: 3-29-2022



Appendix A

California Education Code 49160-49165

Mt. Diablo Unified School District

49160.

No person, firm or corporation shall employ, suffer, or permit any minor under the age of 18 years to work in or in connection with any establishment or occupation except as provided in Section 49151 without a permit to employ, issued by the proper educational officers in accordance with law.

(Enacted by Stats. 1976, Ch. 1010.)

49161.

Every person, firm, corporation, or agent or officer of a firm or corporation, employing minors under the age of 18 years shall keep on file all permits to employ minors under the age of 18 years during the term of the employment.

(Enacted by Stats. 1976, Ch. 1010.)

49162.

The employer of any minor subject to this chapter shall send to the officer authorized to issue the permit to work a written notification of intent to employ a minor. The form of the intent to employ a minor shall be prescribed by the Department of Education and shall be furnished to the employer by the officer.

(Enacted by Stats. 1976, Ch. 1010.)

49163.

The notification of intent to employ a minor shall contain:

- (a) The name, address, phone number, and social security number of the minor.
- (b) The name, address, phone number, and supervisor at the minor's place of employment.

(c) The kind of work the minor will perform.

(d) The maximum number of hours per day and per week the student will be expected to work for the employer.

(e) The signatures of the parent or guardian, of the minor, and of the employer.

(Enacted by Stats. 1976, Ch. 1010.)

49164.

Permits to work and to employ and certificates of age shall always be open to inspection by supervisors of attendance, probation officers, designees of the Labor Commissioner, and by officers of the Superintendent of Public Instruction. Every permit to work or to employ and every certificate of age shall be subject to cancellation at any time by the Superintendent of Public Instruction, the Labor Commissioner, or by the person issuing the permit or certificate whenever any person authorized to inspect such permits and certificates finds that the conditions for the legal issuance of the permit or certificate of age do not exist or did not exist at the time the permit or certificate was issued. A permit to work shall be revoked by the issuing authority when he is satisfied that the employment of the minor is impairing the health or education of the minor, or that any provision or condition of the permit is being violated, or that the minor is performing work in violation of any provision of law.

(Enacted by Stats. 1976, Ch. 1010.)

49165.

Nothing in this article shall require a person to obtain a permit to employ in order for a minor to participate in horseback riding exhibitions, contests or events specified in paragraph (3) of subdivision (b) of Section 1308 of the Labor Code.

(Enacted by Stats. 1976, Ch. 1010.)

**MT. DIABLO UNIFIED SCHOOL DISTRICT**

1936 Carlotta Drive, Room 18
Concord, California 94519
Phone (925) 682-8000 ext. 4002

**Addendum
Internship
Agreement**

5-29-24

This Addendum, dated for convenience INSERT, is incorporated into the Internship Agreement between Mt. Diablo Unified School District (the "District") and ~~INSERT~~ Aglantis (the "Business/Organization"). This Agreement shall become effective only upon proper execution by the Parties, and approval or ratification by the District's Board of Education in an open, noticed meeting

The following sections are incorporated as if fully set out in the Internship Agreement:

1. **PROPRIETARY INFORMATION OF DISTRICT; STUDENT INFORMATION.**

Business/Organization agrees that, in connection with this Agreement, the Business/Organization may have access to proprietary and confidential information which may be owned or controlled by the District, the disclosure of which to third parties may be damaging to the District, its Board, employees or students. Business/Organization understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Business/Organization to civil liability. Consequently, Business/Organization agrees that all information disclosed by the District to the Business/Organization or in which such information is collected or received by Business/Organization on the District's behalf shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Business/Organization shall exercise the same standard of care to protect such information as is used to protect its own proprietary and/or confidential information and in no case less than a reasonable standard of care.

- a. Business/Organization shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code §§ 49073 *et seq.* Business/Organization is prohibited from accessing or using confidential student information under this Agreement unless it first obtains prior written parental consent, or an exception to federal and state privacy laws that permit access to confidential student information applies. Even if access is permitted, Business/Organization shall not use confidential student data for any purpose other than providing services to the District pursuant to this Agreement. Business/Organization shall not re-disclose confidential student information to any third party without the prior written consent of the District and any such re-disclosure shall be consistent with state and federal law.

2. **COMPLIANCE WITH LAWS AND BOARD POLICIES.** Business/Organization shall keep itself fully informed of applicable federal, state and local laws, regulations, orders, and District Board Policies and Administrative Regulation affecting the performance of, or necessary to ensure the safe and appropriate performance of this Agreement, and shall at all times comply with such laws, regulations, orders, District Board Policies, and Administrative Regulations as they may be amended from time to

A handwritten signature in blue ink, appearing to be "CS" followed by a stylized flourish.

5-29-24

Addendum to Internship Agreement
Page 2 of 2

time.

3. **MANDATED REPORTING OF SUSPECTED SEXUAL ABUSE.** To Business/Organizations agrees to comply with California Penal Code § 11165.7, with respect to reporting of sexual abuse to Child Protective Services ("CPS"). The requirement for this training is satisfied by completing a free training. See <https://www.cdss.ca.gov/inforesources/ocap/mri>. Business/Organizations are requested, but not required to notify the District when a CPS report has been filed.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

By:

Title:


Date:

(Business/Organization Name)

By:

Title:

Date:

CAROLYN PHINNEY 
President
5-29-2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Diablo Valley Insurance Agency, Inc. 185 Lennon Lane, Suite 200 Walnut Creek, CA 94598 License #: 0C26181	CONTACT NAME: Kara Greene	FAX (A/C, No): (925)210-1818	
	PHONE (A/C, No, Ext): (925)210-1717	E-MAIL ADDRESS: kara@diablovalleyinsurance.com	
INSURED AgLantis DBA Co Co San Sustainable Farms 62 Scenic Dr. Orinda, CA 94563	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Nonprofits' Ins Alliance of Ca		NIAC
	INSURER B: State Comp Insurance Fund		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER: 00009530-173929****REVISION NUMBER: 9**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	2023-41387	12/15/2023	12/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		2023-41387-UMB	12/15/2023	12/15/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 Following Form \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	9317853-23	05/30/2023	05/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Mt. Diablo Unified School District, the District, its officers, Officials, Employees, Pupils and Volunteers are named as additional insured on General Liability policy per attached endorsement.

CERTIFICATE HOLDER**CANCELLATION**

Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(KAG)

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: 2023-41387
Named Insured: AgLantis*

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Mt Diablo Unified School District Mt Diablo Unified School District, its officers, officials, employees, pupils and volunteers	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



MT. DIABLO UNIFIED SCHOOL DISTRICT

1936 Carlotta Drive, Room 18
Concord, California 94519
Phone (925) 682-8000 ext. 4002

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THIS INTERNSHIP AGREEMENT ("Agreement"), dated for convenience May 30, 2024, **is between** Mt. Diablo Unified School District (the "District") and Ambrose Recreation & Park District (the "Business/Organization"), collectively the "Parties" by and on behalf of its Mt. Diablo Youth Employment Services & Career Pathways Programs in order to provide internship placement(s) for District Intern(s) ("Intern(s)") in the Business/Organization, as detailed in this Agreement.

RECITALS

WHEREAS, the Business/Organization and the District have a mutual interest in training, supervising and hiring Interns to work at Business/Organization;

WHEREAS, the Parties agree that the purpose of this Agreement is to provide on-the-job types of training and learning experiences to Interns, in order to develop their occupational competencies; and

WHEREAS, the Parties agree that the Business/Organization benefits from this Agreement by gaining productive contributions by Interns in the workplace, positive publicity as a partner supporting youth, an opportunity to develop leadership and mentoring skills among its workforce, and an expanded potential hiring pool.

TERMS

In order to effectuate the purpose and benefits of this Agreement, the Parties agree to the terms and conditions provided below.

1. **TERM.** The term of this Agreement shall commence on June 1, 2024 and terminates on May 31, 2026. This Agreement shall become effective only upon proper execution by the Parties, and approval or ratification by the District's Board of Education in an open, noticed meeting

2. **RESPONSIBILITIES OF DISTRICT.**

- a. District will provide a Work Based Learning ("WBL Coordinator") as a single point of contact for Business/Organization and for oversight of interns for the duration of the internship period.
- b. The District will provide Intern(s) with a general orientation to effective work-ready essential skills including, but not limited to: adhering to agreed upon business/organizations' hours and schedule; appropriate workplace conduct, behavior, and dress; importance of respecting rules of confidentiality, safety and security; and procedures for communicating.
- c. The District will provide Intern(s) and the Business/Organization with an orientation regarding the goals and objectives of the internship(s).

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- j. In the event the WBL Coordinator is notified of a performance concern, they will consult with the Business/Organization supervisor and facilitate communication with Intern(s). Upon request by the Business/Organization to terminate the internship, the WBL Coordinator will facilitate the termination.
- k. District shall maintain all academic records of the Interns.
- l. The District will carry Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

3. **RESPONSIBILITIES OF THE BUSINESS/ORGANIZATION.**

- a. The Business/Organization will assign a liaison who will be directly responsible for supervising Intern(s). The Business/Organization will provide the District with the name(s), address(es), telephone number(s), and email of the liaison and the liaison will be provided with a copy of this Agreement before Interns begin work.
- b. The Business/Organization will provide supplemental training and assistance required to ensure that Intern(s) acquire the skills, knowledge, and ability to function satisfactorily as an employee in the Business/Organization's operation.
- c. The Business/Organization will document Intern(s) attendance, evaluate participant progress in accordance with procedures prescribed by the District, and maintain verification of time worked.
- d. The Business/Organization will accept from the District the mutually agreed upon number of Interns.
- e. The Business/Organization will maintain regular contact with the WBL Coordinator, including immediate contact whenever a concern arises about an Intern and/or their work experience.
- f. The Business/Organization will provide tasks, duties and projects that are relevant to the Intern('s') education and training. In the event the Business/Organization is no longer able to provide relevant work experience, it will immediately notify the

- WBL Coordinator, who will in turn notify the District.
- g. The Business/Organization will provide the equipment, workspace, and technology necessary for Intern(s) to complete assigned tasks unless specific arrangements are made with the WBL Coordinator.
 - h. The Business/Organization will sign Intern('s') timesheets on a weekly basis, complete required intern performance assessments, and provide feedback to the WBL Coordinator.
 - i. The Business/Organization will provide a safe and supervised work environment for Intern(s).
 - j. The Business/Organization will allow WBL Coordinator with access to Intern(s) during the internship, as needed.
 - k. The Business/Organization may request that the WBL Coordinator remove the Intern(s) from the program if the Intern(s) does/do not perform satisfactorily, or fails or refuses to adhere to the Business/Organization's policies, procedures, rules and regulations. This includes requesting removal of Intern(s) who fail to adhere to appropriate behavior, dress and hygiene standards.
 - l. The Business/Organization will review with Intern(s) completed Internship Evaluation and provide feedback on Intern('s') performance.
 - m. The Business/Organization shall comply with the requirements of California Education Code §§ 49160-49165, provided in Appendix A, which is attached and incorporated by reference into this Agreement.
 - n. The Business/Organization shall comply with the requirements and provisions of California Education Code § 45125.1, including the following:
 - i. Designating at least one adult employee in the workplace during the Intern(s) work hours, who has direct contact with the Intern(s) as the "employee of record" who is responsible for the safety of the Intern(s); this may be the liaison; and
 - ii. Ensuring the "employee of record" has a valid criminal records summary as described in California Education Code § 44237, and allowing a District employee to make at least one visitation every three weeks to consult with the Intern('s') workplace employee of record, observe the Intern(s) at the workplace, and check in with the Intern(s) to ensure their health, safety, and welfare, including by addressing any concerns the Intern(s) have raised.

4. PROPRIETARY INFORMATION OF DISTRICT; STUDENT INFORMATION. Business/Organization agrees that, in connection with this Agreement, the Business/Organization may have access to proprietary and confidential information which may be owned or controlled by the District, the disclosure of which to third parties may be damaging to the District, its Board, employees or students. Business/Organization understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Business/Organization to civil liability. Consequently, Business/Organization agrees that all information disclosed by the District to the Business/Organization or in which such information is collected or received by Business/Organization on the District's behalf shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Business/Organization shall exercise the same standard of care to protect such information as is used to protect its own proprietary and/or confidential information and in no case

less than a reasonable standard of care.

- a. Business/Organization shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code §§ 49073 *et seq.* Business/Organization is prohibited from accessing or using confidential student information under this Agreement unless it first obtains prior written parental consent, or an exception to federal and state privacy laws that permit access to confidential student information applies. Even if access is permitted, Business/Organization shall not use confidential student data for any purpose other than providing services to the District pursuant to this Agreement. Business/Organization shall not re-disclose confidential student information to any third party without the prior written consent of the District and any such re-disclosure shall be consistent with state and federal law.

5. **INSURANCE.** Coverages for the duration of the Agreement—the Business/Organization shall maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the terms of this Agreement. Insurance shall cover the Business/Organization and its agents, representatives, employees or subcontractors and shall be in the following amounts and coverages.

- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate.
- b. **Automobile Liability:** *If applicable*, ISO Form Number CA 00 01 covering any auto (Code 1), or if Work Site has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$250,000** per accident for bodily injury and property damage.
- c. The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - i. **Additional Insured Status.** The District shall be named as an additional insured by endorsement to the Business/Organization's Commercial General Liability policy with respect to liability arising out of work or operations performed pursuant the work-based learning experience.
 - ii. **Primary Coverage.** For any claims related to this Agreement, the Business/Organization's insurance shall be primary insurance to the District's.

6. **INDEMNIFICATION**

- a. The Business/Organization agrees to indemnify and hold harmless the District and its Board, officers, employees and agents, against all claims, demands, damages, costs, and expenses of whatever nature. Including court costs and reasonable attorney fees, arising out of or resulting directly or indirectly from the negligent or intentional acts or omissions of the Business/Organization or its Board, officers or employees. Notwithstanding the foregoing, Business/Organization shall have no

obligation under this section with respect to any loss that is caused by the sole negligence or willful misconduct of the District and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Business/Organization, its subcontractors or either' agent or employee, as determined by a court of competent jurisdiction.

- b. The District agrees to indemnify and hold harmless the Business/Organization and its Board, officers, employees and agents, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting directly or indirectly from the negligent or intentional acts or omissions of the District or its Board, officers or employees. Notwithstanding the foregoing, District shall have no obligation under this Section with respect to any Loss that is caused by the sole negligence or willful misconduct of Business/Organization and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by District, its subcontractors or either's agent or employee, as determined by a court of competent jurisdiction.

7. **NON-DISCRIMINATION.** The Parties agree that all Interns participating in the work-based learning experience pursuant to this Agreement shall not be discriminated against based on race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, veteran status, medical condition (cancer related or genetic characteristic) as defined California Government Code § 12926, citizenship, or any other protected status, within the limits imposed by law or agency policy. In the event of noncompliance by either party to this Agreement, it may be suspended in whole or in part.

8. **NOTICE TO THE PARTIES.** All notices to be given by the Parties hereto shall be via email and in writing and served by depositing the same in the United States Post Office, postage prepaid and registered, as follows:

Notice to the District	
DISTRICT SITE/ DEPT.	Partnerships & MTSS
HEAD OF SITE/ DEPT.	Stephanie Roberts, Director of Partnerships & MTSS
STREET ADDRESS	1026 Mohr Lane
CITY, STATE, ZIP	Concord, CA 94519
TELEPHONE	925-682-8000 x6203

EMAIL ADDRESS	robertss@mdusd.org
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Notice to Business Organization	
BUSINESS/ORGANIZATION:	Ambrose Recreation & Park District
CONTACT PERSON	Rande Ross
STREET ADDRESS	3105 Willow Pass Rd.
CITY, STATE, ZIP	Bay Point
TELEPHONE	650-458-1601
EMAIL	Ambroseteencenter@hotmail.com

9. **TERMINATION.** This Agreement may be terminated by the mutual written agreement of both parties. Alternatively, either party may terminate this Agreement with fourteen (14) days prior written notice to the other. This Agreement may be terminated immediately by either party if there is a failure to comply with the terms and conditions provided in this Agreement.

10. **COMPLIANCE WITH LAWS AND BOARD POLICIES.** Business/Organization shall keep itself fully informed of applicable federal, state and local laws, regulations, orders, and District Board Policies and Administrative Regulation affecting the performance of, or necessary to ensure the safe and appropriate performance of this Agreement, and shall at all times comply with such laws, regulations, orders, District Board Policies, and Administrative Regulations as they may be amended from time to time.

11. **INDEPENDENT CONTRACTOR.** Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the District and Business/Organization or its agents and employees.

12. **MANDATED REPORTING OF SUSPECTED SEXUAL ABUSE.** To Business/Organizations agrees to comply with California Penal Code § 11165.7, with respect to reporting of sexual abuse to Child Protective Services ("CPS"). The requirement for this training is satisfied by completing a free training. See <https://www.cdss.ca.gov/inforesources/ocap/mrt>.

Business/Organizations are requested, but not required to notify the District when a CPS report has been filed.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

By:

Title:

Date:

(Business/Organization Name)

By: Doug Long 

Title: General Manager

Date: May 30, 2024

Appendix A

California Education Code 49160-49165

§ 49160. Permit to employ

No person, firm or corporation shall employ, suffer, or permit any minor under the age of 18 years to work in or in connection with any establishment or occupation except as provided in Section 49151 without a permit to employ, issued by the proper educational officers in accordance with law.

§ 49161. File of permits to employ

Every person, firm, corporation, or agent or officer of a firm or corporation, employing minors under the age of 18 years shall keep on file all permits to employ minors under the age of 18 years during the term of the employment.

§ 49162. Notification of intent to employ

The employer of any minor subject to this chapter shall send to the officer authorized to issue the permit to work a written notification of intent to employ a minor. The form of the intent to employ a minor shall be prescribed by the Department of Education and shall be furnished to the employer by the officer.

§ 49163. Content of notification

The notification of intent to employ a minor shall contain:

- (a) The name, address, phone number, and social security number of the minor.
- (b) The name, address, phone number, and supervisor at the minor's place of employment.
- (c) The kind of work the minor will perform.
- (d) The maximum number of hours per day and per week the student will be expected to work for the employer.
- (e) The signatures of the parent or guardian, of the minor, and of the employer.

§ 49164. Inspection; cancellation or revocation

Permits to work and to employ and certificates of age shall always be open to inspection by supervisors of attendance, probation officers, designees of the Labor Commissioner, and by officers of the Superintendent of Public Instruction. Every permit to work or to employ and every certificate of age shall be subject to cancellation at any time by the Superintendent of Public Instruction, the Labor Commissioner, or by the person issuing the permit or certificate whenever any person authorized to inspect such permits and certificates finds that the conditions for the legal issuance of the permit or certificate of age do not exist or did not exist at the time the permit or certificate was issued. A permit to work shall be revoked by the issuing authority when he is satisfied that the employment of the minor is impairing the health or education of the minor, or that any provision or condition of the permit is being violated, or that the minor is performing work in violation of any provision of law.

§ 49165. Permit; exemption for horseback riding exhibitions

Nothing in this article shall require a person to obtain a permit to employ in order for a minor to participate in horseback riding exhibitions, contests or events specified in paragraph (3) of subdivision (b) of Section 1308 of the Labor Code.

CAPRI-9736	CERTIFICATE OF COVERAGE	05/09/2024
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Primary Insurance Provided by: CALIFORNIA ASSOCIATION FOR PARK AND RECREATION INDEMNITY-(CAPRI) ATTN: MATTHEW DUARTE 1075 CREEKSIDE RIDGE DRIVE, SUITE 240 ROSEVILLE, CA 95678	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.
	IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage/Policies must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).
	COVERAGE AFFORDED BY: A - CALIFORNIA ASSOCIATION FOR PARK RECREATION INDEMNITY
	COVERAGE AFFORDED BY: B
CAPRI MEMBER: AMBROSE RECREATION AND PARK DISTRICT	COVERAGE AFFORDED BY: C

Coverages
THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	<input checked="" type="checkbox"/> General Liability	CAPRI 2023-24 GL	07/01/2023	07/01/2024	\$1,000,000
	<input checked="" type="checkbox"/> General Liability Aggregate				\$1,000,000
	<input checked="" type="checkbox"/> Auto Liability				\$1,000,000
					Difference between members self-insured retention and \$1,000,000

Description of Operations/Locations/Vehicles/Special Items:
AS RESPECTS AGREEMENT AMBROSE RECREATION AND PARK DISTRICT AND MT. DIABLO UNIFIED SCHOOL DISTRICT FOR THE YOUTH EMPLOYMENT SERVICES AND CAREER PATHWAYS PROGRAMS.

MT. DIABLO UNIFIED SCHOOL DISTRICT IS INCLUDED AS AN ADDITIONAL COVERED PARTY, BUT ONLY INsofar AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

Certificate Holder	Cancellation
MT. DIABLO UNIFIED SCHOOL DISTRICT 1936 CARLOTTA DR. CONCORD, CA 94520	SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS
	AUTHORIZED REPRESENTATIVE 

GL1-9736

AI

CERTIFICATE OF COVERAGE

05/09/2024

**Public Risk Innovation,
Solutions, and Management****C/O ALLIANT INSURANCE SERVICES, INC.
18100 VON KARMAN AVENUE, 10TH FLOOR
IRVINE, CA 92612**PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE
AFFORDED**A- Public Risk Innovation, Solutions, and Management****Member:**CALIFORNIA ASSOCIATION FOR PARK AND
RECREATION INDEMNITY-(CAPRI)
ATTN: MATTHEW DUARTE
1075 CREEKSIDE RIDGE DRIVE, SUITE 240
ROSEVILLE, CA 95678COVERAGE
AFFORDED**B**COVERAGE
AFFORDED**C**COVERAGE
AFFORDED**D****Coverages**

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	<input checked="" type="checkbox"/> General Liability Aggregate				\$2,000,000 Limits inclusive of the Member's Self-Insured Retention of \$1,000,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS AGREEMENT AMBROSE RECREATION AND PARK DISTRICT AND MT. DIABLO UNIFIED SCHOOL DISTRICT FOR THE YOUTH EMPLOYMENT SERVICES AND CAREER PATHWAYS PROGRAMS.

MT. DIABLO UNIFIED SCHOOL DISTRICT IS INCLUDED AS AN ADDITIONAL COVERED PARTY, BUT ONLY INsofar AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

THIS INSURANCE SHALL BE PRIMARY AND NO OTHER INSURANCE SHALL CONTRIBUTE PURSUANT TO ENDORSEMENT NUMBER U-9.

AMBROSE RECREATION AND PARK DISTRICT IS A MEMBER OF CALIFORNIA ASSOCIATION FOR PARK AND RECREATION INDEMNITY-(CAPRI)

Certificate HolderMT. DIABLO UNIFIED SCHOOL DISTRICT
1936 CARLOTTA DR.
CONCORD, CA 94520**Cancellation**

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE



Public Risk Innovation, Solutions, and Management

ENDORSEMENT NO. U-9

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT GENERAL LIABILITY 1

AMENDATORY ENDORSEMENT - PRIMARY/NON-CONTRIBUTORY

It is understood and agreed that Condition 7. OTHER COVERAGE of the Memorandum to which it is attached, is deleted in its entirety and replaced by the following:

7. OTHER COVERAGE

If collectible insurance with an insurer, or collectible group coverage through another joint powers authority, interlocal cooperative agreement, self-insurance or other public entity group coverage is available to the **covered party** covering a loss also covered hereunder (whether on a primary, excess or contingent basis), the coverage hereunder shall be: (a) in excess of, and shall not contribute with, such insurance; and (b) shall contribute only with any excess group coverage available through another joint powers authority according to a pro-rata, time on the risk basis. However, this clause does not apply with respect to excess insurance purchased specifically to be in excess of this Memorandum, or to insurance or reinsurance which is intended to provide the remainder of the limit of liability stated in the Declarations of this Memorandum when the coverage afforded under this Memorandum provides less than 100 percent of the limit set forth in the Declarations. However, if the **covered party** has entered into a written agreement, prior to any loss event, in which it is agreed that this coverage shall be primary and/or non-contributory with respect to an additional **covered party** as specified in Endorsement U-1 of this Memorandum, then this coverage shall respond as primary and/or non-contributory, but shall be limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by the written agreement.

Notwithstanding the foregoing paragraph, if coverage for a claim or **suit** is available under this Memorandum and a memorandum of coverage issued in connection with the PRISM's Medical Malpractice Program, this Memorandum shall afford primary coverage only where the gravamen of the claim or **suit** involves liability covered hereunder. EIA staff will preliminarily assess the gravamen of the claim or **suit** and refer it to the committee responsible for the coverage believed to be applicable under this paragraph. Where that committee disputes PRISM's assessment of the gravamen of the claim or **suit** and rejects primary coverage, PRISM will thereafter refer the claim or **suit** to the committee responsible for the other applicable coverage. If that committee also rejects the primary coverage responsibility, the Executive Committee will determine which of PRISM's coverages is primary under this paragraph.

If the Member disputes the acceptance of primary coverage by a committee of PRISM's responsible for the coverage, the Member may appeal that decision to the Executive Committee. Appeal must be requested within 60 days of the coverage acceptance by PRISM.

MT. DIABLO UNIFIED SCHOOL DISTRICT INTERNSHIP AGREEMENT

THIS INTERNSHIP AGREEMENT (“Agreement”) is between Mt. Diablo Unified School District (the “District”) and Bike Concord (the “Business/Organization”), collectively the “Parties” by and on behalf of its Mt. Diablo Youth Employment Services & Career Pathways Programs in order to provide internship placement(s) for District Intern(s) (“Intern(s)”) in the Business/Organization, as detailed in this Agreement.

Whereas, the Business/Organization and the District have a mutual interest in training, supervising and hiring Interns to work at Business/Organization;

Whereas, the parties agree that the purpose of this Agreement is to provide on-the-job types of training and learning experiences to Interns, in order to develop their occupational competencies;

Whereas, the parties agree that the Business/Organization benefits from this Agreement by gaining productive contributions by Interns in the workplace, positive publicity as a partner supporting youth, an opportunity to develop leadership and mentoring skills among its workforce, and an expanded potential hiring pool.

In order to effectuate the purpose and benefits of this Agreement, the parties further agree to the terms and conditions provided below.

1. TERM

The term of this Agreement shall commence on June 1, 2024 and end on May 31, 2026.

2. RESPONSIBILITIES OF DISTRICT

A. District will provide a Work Based Learning (“WBL Coordinator”) as a single point of contact for Business/Organization and for oversight of interns for the duration of the internship period.

B. The District will provide Intern(s) with a general orientation to effective work-ready essential skills including, but not limited to:

- Adhering to agreed upon Business/Organizations’ hours and schedule
- Appropriate workplace conduct, behavior, and dress
- Importance of respecting rules of confidentiality, safety and security
- Procedures for communicating

C. The District will provide Intern(s) and the Business/Organization with an orientation regarding the goals and objectives of the internship(s).

D. The District will provide Intern(s) with a curriculum and instruction focused on workplace issues, skill-building and career development.

E. The WBL Coordinator will obtain from Business/Organization specifics of the work required of Intern(s) and will identify Intern(s) to be interviewed and considered for placement, based on information provided by Business/Organization.

F. The WBL Coordinator will provide Intern(s) with all necessary information regarding the Business/Organization and will ensure that Intern(s) have signed an Internship Agreement prior to the start of the internship.

G. The WBL Coordinator will meet with Intern(s) and develop learning objectives for the Work Based Learning Plan & Evaluation . The WBL Coordinator will review those learning objectives with the Host Organization

H. The WBL Coordinator will provide the Business/Organization with an Internship Evaluation to be completed at the end of the internship.

I. The WBL Coordinator will have regular contact with the Intern(s) and Business/Organization for the purpose of monitoring intern performance and progress.

K. In the event the WBL Coordinator is notified of a performance concern, they will consult with Business/Organization supervisor and facilitate communication with Intern(s). Upon request by Business/Organization to terminate internship, the WBL Coordinator will facilitate the termination.

K. District shall maintain all academic records of the Interns.

L. The District will carry Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

3. RESPONSIBILITIES OF THE BUSINESS/ORGANIZATION

A. The Business/Organization will assign a liaison who will be directly responsible for supervising Intern(s). The Business/Organization will provide the District with the name(s), address(es), and telephone number(s) of the liaison and the liaison will be provided with a copy of this Agreement before Interns begin work.

B. The Business/Organization will provide supplemental training and assistance required to ensure that Intern(s) acquire the skills, knowledge, and ability to function satisfactorily as an employee in the Business/Organization's operation.

C. The Business/Organization will document Intern('s') attendance, evaluate participant

progress in accordance with procedures prescribed by District, and maintain verification of time worked.

D. The Business/Organization will accept from the District the mutually agreed upon number of Interns.

E. The Business/Organization will maintain regular contact with the WBL Coordinator, including immediate contact whenever a concern arises about an Intern and/or their work experience.

F. The Business/Organization will provide tasks, duties and projects that are relevant to the Intern('s') education and training. In the event the Business/Organization is no longer able to provide relevant work experience, it will immediately notify the WBL Coordinator, who will in turn notify the District.

G. The Business/Organization will provide the equipment, workspace, and technology necessary for Intern(s) to complete assigned tasks unless specific arrangements are made with the WBL Coordinator.

H. The Business/Organization will sign Intern('s') timesheets on a weekly basis, complete required intern performance assessments, and provide feedback to the WBL Coordinator.

I. The Business/Organization will provide a safe and supervised work environment for Intern(s).

J. The Business/Organization will allow WBL Coordinator with access to Intern(s) during the internship, as needed.

K. The Business/Organization may request that the WBL Coordinator remove the Intern(s) from the program if the Intern(s) does/do not perform satisfactorily, or fails or refuses to adhere to the Business/Organization's policies, procedures, rules and regulations. This includes requesting removal of Intern(s) who fail to adhere to appropriate behavior, dress and hygiene standards.

L. The Business/Organization will review with Intern(s) completed Internship Evaluation and provide feedback on Intern('s') performance.

M. The Business/Organization will comply with the requirements of California Education Code sections 49160-49165, provided in Appendix A, which is attached and incorporated by reference into this Agreement.

N. The Business/Organization will comply with the requirements and provisions of California Education Code section 45125.1, by doing the following:

- i. Designating at least one adult employee in the workplace during the Intern(s) work hours, who has direct contact with the Intern(s) as the “employee of record” who is responsible for the safety of the Intern(s); this may be the liaison,
- ii. Ensuring the “employee of record” has a valid criminal records summary as described in California Education Code section 44237, and iii. Allowing a District employee to make at least one visitation every three weeks to consult with the Intern(s) workplace employee of record, observe the Intern(s) at the workplace, and check in with the Intern(s) to ensure their health, safety, and welfare, including by addressing any concerns the Intern(s) have raised.

4. CONFIDENTIAL STUDENT INFORMATION

The Business/Organization understands and agrees that, in connection with this Agreement, it may have access to confidential and personally identifiable Intern information, the disclosure of which to third-parties may be damaging to Intern(s). Consequently, the Business/Organization agrees that all Intern information disclosed by the District to the Business/Organization shall only be used in performance of this Agreement unless disclosure is required by law or court order.

5. INSURANCE

A. Coverages: for the duration of the Agreement, the Business/Organization shall maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the terms of this Agreement. Insurance shall cover the Business/Organization and its agents, representatives, employees or subcontractors and shall be in the following amounts and coverages.

- i. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate.

- ii. **Automobile Liability:** *If applicable*, ISO Form Number CA 00 01 covering any auto (Code 1), or if Work Site has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$250,000** per accident for bodily injury and property damage.

B. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. **Additional Insured Status**

The District shall be named as an additional insured by endorsement to the Business/Organization's Commercial General Liability policy with respect to liability arising out of work or operations performed pursuant the work-based learning experience.

ii. Primary Coverage

For any claims related to this Agreement, the Business/Organization's insurance shall be primary insurance to the District's.

6. INDEMNIFICATION

A. The Business/Organization agrees to indemnify and hold harmless the District and its Board, officers, employees and agents, against all claims, demands, damages, costs, and expenses of whatever nature. Including court costs and reasonable attorney fees, arising out of or resulting directly or indirectly from the negligent or intentional acts or omissions of the Business/Organization or its Board, officers or employees. Notwithstanding the foregoing, Business/Organization shall have no obligation under this section with respect to any loss that is caused by the sole negligence or willful misconduct of the District and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Business/Organization, its subcontractors or either' agent or employee, as determined by a court of competent jurisdiction.

B. The District agrees to indemnify and hold harmless the Business/Organization and its Board, officers, employees and agents, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting directly or indirectly from the negligent or intentional acts or omissions of the District or its Board, officers or employees. Notwithstanding the foregoing, District shall have no obligation under this Section with respect to any Loss that is caused by the sole negligence or willful misconduct of Business/Organization and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by District, its subcontractors or either's agent or employee, as determined by a court of competent jurisdiction.

7. NON-DISCRIMINATION

The parties agree that all Interns participating in the work-based learning experience pursuant to this Agreement shall not be discriminated against based on race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, veteran status, medical condition (cancer related or genetic characteristic) as defined in section 12926 of the California Government Code, citizenship, or any other protected status, within the limits imposed by law or agency policy.

In the event of noncompliance by either party to this Agreement, it may be suspended in whole or in part. 4868-5037-1999, v. 2

8. NOTICE TO THE PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing

the same in the United States Post Office, postage prepaid and registered, as follows:

NOTICE TO THE DISTRICT:

DISTRICT SITE/ DEPT.	Partnerships 3 MTSS
HEAD OF SITE/ DEPT.	STEPHANIE ROBERTS
STREET ADDRESS	1026 MOHR LN
CITY, STATE, ZIP	CONCORD, CA 94519
TELEPHONE	925-682-8000 x6203
FAX	N/A
EMAIL ADDRESS	Robertss@mdusd.org

NOTICE TO THE BUSINESS / ORGANIZATION:

BUSINESS/ORGANIZATION:	Bike Concord
CONTACT PERSON	Smitty Ardrey
STREET ADDRESS	4267 Chaban Drive
CITY, STATE, ZIP	Concord, CA 94521

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TELEPHONE	(925) 285-1814
FAX	N/A
EMAIL ADDRESS	Smitty@bikeconcord.org

7. TERMINATION

This Agreement may be terminated by the mutual written agreement of both parties. Alternatively, either party may terminate this Agreement with fourteen (14) days prior written notice to the other. This Agreement may be terminated immediately by either party if there is a failure to comply with the terms and conditions provided in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

By:

Title:

Date:

(Business/Organization Name)

By: Jillian Holloway

Title: Co-Executive Director of People and Operations

Date: 4/22/24

A handwritten signature in cursive script, appearing to read "Jillian Holloway", written in dark ink.



Appendix A

California Education Code 49160-49165

Mt. Diablo Unified School District

49160.

No person, firm or corporation shall employ, suffer, or permit any minor under the age of 18 years to work in or in connection with any establishment or occupation except as provided in Section 49151 without a permit to employ, issued by the proper educational officers in accordance with law.

(Enacted by Stats. 1976, Ch. 1010.)

49161.

Every person, firm, corporation, or agent or officer of a firm or corporation, employing minors under the age of 18 years shall keep on file all permits to employ minors under the age of 18 years during the term of the employment.

(Enacted by Stats. 1976, Ch. 1010.)

49162.

The employer of any minor subject to this chapter shall send to the officer authorized to issue the permit to work a written notification of intent to employ a minor. The form of the intent to employ a minor shall be prescribed by the Department of Education and shall be furnished to the employer by the officer.

(Enacted by Stats. 1976, Ch. 1010.)

49163.

The notification of intent to employ a minor shall contain:

- (a) The name, address, phone number, and social security number of the minor.
- (b) The name, address, phone number, and supervisor at the minor's place of employment.

(c) The kind of work the minor will perform.

(d) The maximum number of hours per day and per week the student will be expected to work for the employer.

(e) The signatures of the parent or guardian, of the minor, and of the employer.

(Enacted by Stats. 1976, Ch. 1010.)

49164.

Permits to work and to employ and certificates of age shall always be open to inspection by supervisors of attendance, probation officers, designees of the Labor Commissioner, and by officers of the Superintendent of Public Instruction. Every permit to work or to employ and every certificate of age shall be subject to cancellation at any time by the Superintendent of Public Instruction, the Labor Commissioner, or by the person issuing the permit or certificate whenever any person authorized to inspect such permits and certificates finds that the conditions for the legal issuance of the permit or certificate of age do not exist or did not exist at the time the permit or certificate was issued. A permit to work shall be revoked by the issuing authority when he is satisfied that the employment of the minor is impairing the health or education of the minor, or that any provision or condition of the permit is being violated, or that the minor is performing work in violation of any provision of law.

(Enacted by Stats. 1976, Ch. 1010.)

49165.

Nothing in this article shall require a person to obtain a permit to employ in order for a minor to participate in horseback riding exhibitions, contests or events specified in paragraph (3) of subdivision (b) of Section 1308 of the Labor Code.

(Enacted by Stats. 1976, Ch. 1010.)



MT. DIABLO UNIFIED SCHOOL DISTRICT

1936 Carlotta Drive, Room 18
Concord, California 94519
Phone (925) 682-8000 ext. 4002

Addendum Internship Agreement

This Addendum, dated for convenience May 30, 2024, is incorporated into the Internship Agreement between Mt. Diablo Unified School District (the "District") and Blake Concord (the "Business/Organization"). This Agreement shall become effective only upon proper execution by the Parties, and approval or ratification by the District's Board of Education in an open, noticed meeting

The following sections are incorporated as if fully set out in the Internship Agreement:

1. **PROPRIETARY INFORMATION OF DISTRICT; STUDENT INFORMATION.**
Business/Organization agrees that, in connection with this Agreement, the Business/Organization may have access to proprietary and confidential information which may be owned or controlled by the District, the disclosure of which to third parties may be damaging to the District, its Board, employees or students. Business/Organization understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Business/Organization to civil liability. Consequently, Business/Organization agrees that all information disclosed by the District to the Business/Organization or in which such information is collected or received by Business/Organization on the District's behalf shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Business/Organization shall exercise the same standard of care to protect such information as is used to protect its own proprietary and/or confidential information and in no case less than a reasonable standard of care.
 - a. Business/Organization shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code §§ 49073 *et seq.* Business/Organization is prohibited from accessing or using confidential student information under this Agreement unless it first obtains prior written parental consent, or an exception to federal and state privacy laws that permit access to confidential student information applies. Even if access is permitted, Business/Organization shall not use confidential student data for any purpose other than providing services to the District pursuant to this Agreement. Business/Organization shall not re-disclose confidential student information to any third party without the prior written consent of the District and any such re-disclosure shall be consistent with state and federal law.
2. **COMPLIANCE WITH LAWS AND BOARD POLICIES.** Business/Organization shall keep itself fully informed of applicable federal, state and local laws, regulations, orders, and District Board Policies and Administrative Regulation affecting the performance of, or necessary to ensure the safe and appropriate performance of this Agreement, and shall at all times comply with such laws, regulations, orders, District Board Policies, and Administrative Regulations as they may be amended from time to time.
3. **MANDATED REPORTING OF SUSPECTED SEXUAL ABUSE.** To Business/Organizations agrees to comply with California Penal Code § 11165.7, with respect to reporting of sexual abuse to Child Protective Services ("CPS"). The requirement

for this training is satisfied by completing a free training. See <https://www.cdss.ca.gov/inforesources/ocap/mrt>. Business/Organizations are requested, but not required to notify the District when a CPS report has been filed.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

By:

Title:

Date:

(Business/Organization Name)

By:

Title:

Date:

Smith Auer
Community Outreach Coordinator
May 30, 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acisure Partners West Coast Insurance Services, LLC 900 E. Hamilton Ave. Suite 500 Campbell, CA 95008 License#: 6009644 EASTBAY-32	CONTACT NAME: Certificate Department	FAX (A/C, No): 925-686-6118	
	PHONE (A/C, No, Ext): 925-686-2860	E-MAIL ADDRESS: Certificates@pdins.com	
INSURED East Bay Bicycle Coalition PO Box 1736 Oakland CA 94604	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Nonprofits Insurance Alliance of California		24082
	INSURER B: Ohio Security Insurance Company		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 2092705602

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	2024-29948	4/19/2024	4/19/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ Included
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	2024-29948	4/19/2024	4/19/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			2024-29948-UMB	4/19/2024	4/19/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XWS62732258	2/16/2024	2/16/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			2024-29948	4/19/2024	4/19/2025	Per Occurrence: 1,000,000 Aggregate Limit: 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As required by written contract, the following endorsements apply to the Certificate Holder and/or any other entity named in this section: General Liability Additional Insured CG2010 12-19 and/or CG2037 12-19, CG2026 12-19, Primary and Non-Contributory NIAC E61 02-19 and/or NIAC E02 01-17, Waiver of Subrogation NIAC E26 11-17, Auto Liability Additional Insured NIAC A1 03-91 and Waiver of Subrogation CA0444 10-13. Workers' Compensation Waiver of Subrogation WC990679 01-13.

Indemnify and hold harmless the District and its Board, officers, employees and agents.

CERTIFICATE HOLDER

CANCELLATION

Mount Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**MT. DIABLO UNIFIED SCHOOL DISTRICT
INTERNSHIP AGREEMENT**

THIS INTERNSHIP AGREEMENT (“Agreement”) is between Mt. Diablo Unified School District (the “District”) and CITY OF CONCORD (the “Business/Organization”), collectively the “Parties” by and on behalf of its Mt. Diablo Youth Employment Services & Career Pathways Programs in order to provide internship placement(s) for District Intern(s) (“Intern(s)”) in the Business/Organization, as detailed in this Agreement.

Whereas, the Business/Organization and the District have a mutual interest in training, supervising and hiring Interns to work at Business/Organization;

Whereas, the parties agree that the purpose of this Agreement is to provide on-the-job types of training and learning experiences to Interns, in order to develop their occupational competencies;

Whereas, the parties agree that the Business/Organization benefits from this Agreement by gaining productive contributions by Interns in the workplace, positive publicity as a partner supporting youth, an opportunity to develop leadership and mentoring skills among its workforce, and an expanded potential hiring pool.

In order to effectuate the purpose and benefits of this Agreement, the parties further agree to the terms and conditions provided below.

1. TERM

The term of this Agreement shall commence on June 1, 2024 and end on May 31, 2026.

2. RESPONSIBILITIES OF DISTRICT

A. District will provide a Work Based Learning (“WBL Coordinator”) as a single point of contact for Business/Organization and for oversight of interns for the duration of the internship period.

B. The District will provide Intern(s) with a general orientation to effective work-ready essential skills including, but not limited to:

- Adhering to agreed upon Business/Organizations’ hours and schedule
- Appropriate workplace conduct, behavior, and dress
- Importance of respecting rules of confidentiality, safety and security
- Procedures for communicating

C. The District will provide Intern(s) and the Business/Organization with an orientation regarding the goals and objectives of the internship(s).

D. The District will provide Intern(s) with a curriculum and instruction focused on workplace issues, skill-building and career development.

E. The WBL Coordinator will obtain from Business/Organization specifics of the work required of Intern(s) and will identify Intern(s) to be interviewed and considered for placement, based on information provided by Business/Organization.

F. The WBL Coordinator will provide Intern(s) with all necessary information regarding the Business/Organization and will ensure that Intern(s) have signed an Internship Agreement prior to the start of the internship.

G. The WBL Coordinator will meet with Intern(s) and develop learning objectives for the Work Based Learning Plan & Evaluation . The WBL Coordinator will review those learning objectives with the Host Organization

H. The WBL Coordinator will provide the Business/Organization with an Internship Evaluation to be completed at the end of the internship.

I. The WBL Coordinator will have regular contact with the Intern(s) and Business/Organization for the purpose of monitoring intern performance and progress.

K. In the event the WBL Coordinator is notified of a performance concern, they will consult with Business/Organization supervisor and facilitate communication with Intern(s). Upon request by Business/Organization to terminate internship, the WBL Coordinator will facilitate the termination.

K. District shall maintain all academic records of the Interns.

L. The District will carry Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. This policy will cover the Intern(s).

3. RESPONSIBILITIES OF THE BUSINESS/ORGANIZATION

A. The Business/Organization will assign a liaison who will be directly responsible for supervising Intern(s). The Business/Organization will provide the District with the name(s), address(es), and telephone number(s) of the liaison and the liaison will be provided with a copy of this Agreement before Interns begin work.

B. The Business/Organization will provide supplemental training and assistance required to ensure that Intern(s) acquire the skills, knowledge, and ability to function satisfactorily as an employee in the Business/Organization's operation.

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C. The Business/Organization will document Intern('s') attendance, evaluate participant progress in accordance with procedures prescribed by District, and maintain verification of time worked.

D. The Business/Organization will accept from the District the mutually agreed upon number of Interns.

E. The Business/Organization will maintain regular contact with the WBL Coordinator, including immediate contact whenever a concern arises about an Intern and/or their work experience.

F. The Business/Organization will provide tasks, duties and projects that are relevant to the Intern('s') education and training. In the event the Business/Organization is no longer able to provide relevant work experience, it will immediately notify the WBL Coordinator, who will in turn notify the District.

G. The Business/Organization will provide the equipment, workspace, and technology necessary for Intern(s) to complete assigned tasks unless specific arrangements are made with the WBL Coordinator.

H. The Business/Organization will sign Intern('s') timesheets on a weekly basis, complete required intern performance assessments, and provide feedback to the WBL Coordinator.

I. The Business/Organization will provide a safe and supervised work environment for Intern(s).

J. The Business/Organization will allow WBL Coordinator with access to Intern(s) during the internship, as needed.

K. The Business/Organization may request that the WBL Coordinator remove the Intern(s) from the program if the Intern(s) does/do not perform satisfactorily, or fails or refuses to adhere to the Business/Organization's policies, procedures, rules and regulations. This includes requesting removal of Intern(s) who fail to adhere to appropriate behavior, dress and hygiene standards.

L. The Business/Organization will review with Intern(s) completed Internship Evaluation and provide feedback on Intern('s') performance.

M. The Business/Organization will comply with the requirements of California Education Code sections 49160-49165, provided in Appendix A, which is attached and incorporated by reference into this Agreement.

N. The Business/Organization will comply with the requirements and provisions of California Education Code section 45125.1, by doing the following:

- i. Designation of at least one adult employee in the workplace during the Intern(s) work hours, who has direct contact with the Intern(s) as the "employee of record" who is responsible for the safety of the Intern(s); this may be the liaison,
- ii. Ensuring the "employee of record has a valid criminal records summary as described in California Education Code section 44237, and
- iii. Allowing a District employee to make at least one visitation every three weeks to consult with the Intern('s') workplace employee of record, observe the Intern(s) at the workplace, and check in with the Intern(s) to ensure their health, safety, and welfare, including by addressing any concerns the Intern(s) have raised.

O. Nothing in this Agreement is intended to or shall be construed to, create an employer/employee relationship between the District and the Business/Organization.

4. CONFIDENTIAL STUDENT INFORMATION

The Business/Organization understands and agrees that, in connection with this Agreement, it may have access to confidential and personally identifiable Intern information, the disclosure of which to third-parties may be damaging to Intern(s). Consequently, the Business/Organization agrees that all Intern information disclosed by the District to the Business/Organization shall only be used in performance of this Agreement unless disclosure is required by law or court order.

5. INSURANCE

A. Coverages: for the duration of the Agreement, the Business/Organization shall maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the terms of this Agreement. Insurance shall cover the Business/Organization and its agents, representatives, employees or subcontractors and shall be in the following amounts and coverages.

i. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate.

ii. Automobile Liability: *If applicable*, ISO Form Number CA 00 01 covering any auto (Code 1), or if Work Site has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$250,000** per accident for bodily injury and property damage.

B. The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. Additional Insured Status

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The District shall be named as an additional insured by endorsement to the Business/Organization's Commercial General Liability policy with respect to liability arising out of work or operations performed pursuant the work-based learning experience.

ii. Primary Coverage

For any claims related to this Agreement, the Business/Organization's insurance shall be primary insurance to the District's.

6. INDEMNIFICATION

A. The Business/Organization agrees to indemnify and hold harmless the District and its Board, officers, employees and agents, against all claims, demands, damages, costs, and expenses of whatever nature. Including court costs and reasonable attorney fees, arising out of or resulting directly or indirectly from the negligent or intentional acts or omissions of the Business/Organization or its Board, officers or employees. Notwithstanding the foregoing, Business/Organization shall have no obligation under this section with respect to any loss that is caused by the sole negligence or willful misconduct of the District and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Business/Organization, its subcontractors or either's agent or employee, as determined by a court of competent jurisdiction.

B. The District agrees to indemnify and hold harmless the Business/Organization and its Board, officers, employees and agents, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting directly or indirectly from the negligent or intentional acts or omissions of the District or its Board, officers or employees. Notwithstanding the foregoing, District shall have no obligation under this Section with respect to any Loss that is caused by the sole negligence or willful misconduct of Business/Organization and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by District, its subcontractors or either's agent or employee, as determined by a court of competent jurisdiction.

7. NON-DISCRIMINATION

The parties agree that all Interns participating in the work-based learning experience pursuant to this Agreement shall not be discriminated against based on race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, veteran status, medical condition (cancer related or genetic characteristic) as defined in section 12926 of the California Government Code, citizenship, or any other protected status, within the limits imposed by law or agency policy.

In the event of noncompliance by either party to this Agreement, it may be suspended in whole or in part. 4868-5037-1999, v. 2

8. NOTICE TO THE PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and registered, as follows:

NOTICE TO THE DISTRICT:

DISTRICT SITE/ DEPT.	Partnerships 3MTSS
HEAD OF SITE/ DEPT.	Stephanie Roberts
STREET ADDRESS	1026 Mohr Ln
CITY, STATE, ZIP	Concord, CA 94519
TELEPHONE	925-682-8000 x6203

FAX	N/A
EMAIL ADDRESS	Robertss@mdusd.org

NOTICE TO THE BUSINESS / ORGANIZATION:

BUSINESS/ORGANIZATION:	CITY OF CONCORD
CONTACT PERSON	James Peavey
STREET ADDRESS	1950 Parkside Dr. MS/30
CITY, STATE, ZIP	Concord, CA 94519

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TELEPHONE	925-671-3308
FAX	925-671-3496
EMAIL ADDRESS	

7. TERMINATION

This Agreement may be terminated by the mutual written agreement of both parties. Alternatively, either party may terminate this Agreement with fourteen (14) days prior written notice to the other. This Agreement may be terminated immediately by either party if there is a failure to comply with the terms and conditions provided in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

By:

Title:

Date:

CITY OF CONCORD

By: A6A542DE2541466...

Title: Human Resources Manager

Date: 4/24/2024



Appendix A

California Education Code

49160-49165 Mt. Diablo Unified

School District

49160.

No person, firm or corporation shall employ, suffer, or permit any minor under the age of 18 years to work in or in connection with any establishment or occupation except as provided in Section 49151 without a permit to employ, issued by the proper educational officers in accordance with law.

(Enacted by Stats. 1976, Ch. 1010.)

49161.

Every person, firm, corporation, or agent or officer of a firm or corporation, employing minors under the age of 18 years shall keep on file all permits to employ minors under the age of 18 years during the term of the employment.

(Enacted by Stats. 1976, Ch. 1010.)

49162.

The employer of any minor subject to this chapter shall send to the officer authorized to issue the permit to work a written notification of intent to employ a minor. The form of the intent to employ a minor shall be prescribed by the Department of Education and shall be furnished to the employer by the officer.

(Enacted by Stats. 1976, Ch. 1010.)

49163.

The notification of intent to employ a minor shall contain:

- (a) The name, address, phone number, and social security number of the minor. (b) The name, address, phone number, and supervisor at the minor's place of employment.
- (c) The kind of work the minor will perform.
- (d) The maximum number of hours per day and per week the student will be expected to work for the employer.
- (e) The signatures of the parent or guardian, of the minor, and of the employer.

(Enacted by Stats. 1976, Ch. 1010.)

49164.

Permits to work and to employ and certificates of age shall always be open to inspection by supervisors of attendance, probation officers, designees of the Labor Commissioner, and by officers of the Superintendent of Public Instruction. Every permit to work or to employ and every certificate of age shall be subject to cancellation at any time by the Superintendent of Public Instruction, the Labor Commissioner, or by the person issuing the permit or certificate whenever any person authorized to inspect such permits and certificates finds that the conditions for the legal issuance of the permit or certificate of age do not exist or did not exist at the time the permit or certificate was issued. A permit to work shall be revoked by the issuing authority when he is satisfied that the employment of the minor is impairing the health or education of the minor, or that any provision or condition of the permit is being violated, or that the minor is performing work in violation of any provision of law.

(Enacted by Stats. 1976, Ch. 1010.)

49165.

Nothing in this article shall require a person to obtain a permit to employ in order for a minor to participate in horseback riding exhibitions, contests or events specified in paragraph (3) of subdivision (b) of Section 1308 of the Labor Code.

(Enacted by Stats. 1976, Ch. 1010.)



MT. DIABLO UNIFIED SCHOOL DISTRICT

1936 Carlotta Drive, Room 18
Concord, California 94519
Phone (925) 682-8000 ext. 4002

Addendum Internship Agreement

This Addendum, dated for convenience May 30, 2024, is incorporated into the Internship Agreement between Mt. Diablo Unified School District (the "District") and the City of Concord (the "Business/Organization"). This Agreement shall become effective only upon proper execution by the Parties, and approval or ratification by the District's Board of Education in an open, noticed meeting

The following sections are incorporated as if fully set out in the Internship Agreement:

1. **PROPRIETARY INFORMATION OF DISTRICT; STUDENT INFORMATION.**
Business/Organization agrees that, in connection with this Agreement, the Business/Organization may have access to proprietary and confidential information which may be owned or controlled by the District, the disclosure of which to third parties may be damaging to the District, its Board, employees or students. Business/Organization understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Business/Organization to civil liability. Consequently, Business/Organization agrees that all information disclosed by the District to the Business/Organization or in which such information is collected or received by Business/Organization on the District's behalf shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Business/Organization shall exercise the same standard of care to protect such information as is used to protect its own proprietary and/or confidential information and in no case less than a reasonable standard of care.
 - a. Business/Organization shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code §§ 49073 *et seq.* Business/Organization is prohibited from accessing or using confidential student information under this Agreement unless it first obtains prior written parental consent, or an exception to federal and state privacy laws that permit access to confidential student information applies. Even if access is permitted, Business/Organization shall not use confidential student data for any purpose other than providing services to the District pursuant to this Agreement. Business/Organization shall not re-disclose confidential student information to any third party without the prior written consent of the District and any such re-disclosure shall be consistent with state and federal law.
2. **COMPLIANCE WITH LAWS AND BOARD POLICIES.** Business/Organization shall keep itself fully informed of applicable federal, state and local laws, regulations, orders, and District Board Policies and Administrative Regulation affecting the performance of, or necessary to ensure the safe and appropriate performance of this Agreement, and shall at all times comply with such laws, regulations, orders, District Board Policies, and Administrative Regulations as they may be amended from time to time.
3. **MANDATED REPORTING OF SUSPECTED SEXUAL ABUSE.** To Business/Organizations agrees to comply with California Penal Code § 11165.7, with respect to reporting of sexual abuse to Child Protective Services ("CPS"). The requirement

for this training is satisfied by completing a free training. See <https://www.cdss.ca.gov/inforesources/ocap/mrt>. Business/Organizations are requested, but not required to notify the District when a CPS report has been filed.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

By:

Title:

Date:

CITY OF CONCORD

By: Jasmin Loi

DocuSigned by:
Jasmin Loi
B7496A5BA1A04E5...

Title: Director of Human Resources

Date: 5/31/2024

GL1-9622

AI

CERTIFICATE OF COVERAGE

04/26/2024

**Public Risk Innovation,
Solutions, and Management**

C/O ALLIANT INSURANCE SERVICES, INC.
18100 VON KARMAN AVENUE, 10TH FLOOR
IRVINE, CA 92612

PHONE (949) 756-0271 / FAX (619) 699-0901
 LICENSE #0C36861

Member:

CITY OF CONCORD
1950 PARKSIDE DRIVE, MS/30
CONCORD, CA 94519-2526

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED **A- Public Risk Innovation, Solutions, and Management**

COVERAGE AFFORDED **B**

COVERAGE AFFORDED **C**

COVERAGE AFFORDED **D**

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	<input checked="" type="checkbox"/> Excess General Liability <input checked="" type="checkbox"/> General Liability Aggregate	PRISM-PE 23 EL-39	07/01/2023	07/01/2024	\$1,000,000 \$2,000,000 Limits inclusive of the Member's Self-Insured Retention of \$500,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS INTERNSHIP AGREEMENT BETWEEN CITY OF CONCORD AND MT DIABLO UNIFIED SCHOOL DISTRICT FOR MT DIABLO YOUTH EMPLOYMENT SERVICES AND CAREER PATHWAYS PROGRAMS INTERNSHIP PLACEMENTS.

MT DIABLO UNIFIED SCHOOL DISTRICT IS INCLUDED AS AN ADDITIONAL COVERED PARTY, BUT ONLY INsofar AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

Certificate Holder

MT DIABLO UNIFIED SCHOOL DISTRICT
1936 CARLOTTA DR
CONCORD, CA 94519

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE



Public Risk Innovation, Solutions, and Management

ENDORSEMENT NO. U-1

**PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
GENERAL LIABILITY 1**

ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

It is agreed that the "**Covered Party**, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

ADDITIONAL COVERED PARTY:

NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE

AS RESPECTS:

PER ATTACHED CERTIFICATE OF COVERAGE

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date: _____


Memorandum No.: PRISM 23 EL-00

Issued to: ALL MEMBERS

Issue Date: June 29, 2023



Authorized Representative
Public Risk Innovation, Solutions, and Management

WC-6324	CERTIFICATE OF COVERAGE	04/26/2024			
PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT C/O ALLIANT INSURANCE SERVICES, INC. 18100 VON KARMAN AVENUE, 10TH FLOOR IRVINE, CA 92612 PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER				
	IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).				
	COVERAGE AFFORDED BY: A - See attached schedule of insurers				
	COVERAGE AFFORDED BY: B				
Member: CITY OF CONCORD 1950 PARKSIDE DRIVE, MS/30 CONCORD, CA 94519-2526	COVERAGE AFFORDED BY: C				
	COVERAGE AFFORDED BY: D				
	COVERAGE AFFORDED BY: D				
Coverages THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS AND POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICIES.					
CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	EXCESS WORKERS' COMPENSATION & EMPLOYER'S LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2023	07/01/2024	WORKERS' COMPENSATION: Difference between Statutory and Member's \$500,000 Retention EMPLOYERS' LIABILITY: Difference between \$5,000,000 and Member's \$500,000 Retention
LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.					
Description of Operations/Locations/Vehicles/Special Items: AS RESPECTSEVIDENCE OF COVERAGE FOR INTERNSHIP AGREEMENT BETWEEN CITY OF CONCORD AND MT DIABLO UNIFIED SCHOOL DISTRICT FOR MT DIABLO YOUTH EMPLOYMENT SERVICES AND CAREER PATHWAYS PROGRAMS INTERNSHIP PLACEMENTS.					
Certificate Holder MT DIABLO UNIFIED SCHOOL DISTRICT 1936 CARLOTTA DR CONCORD, CA 94519			Cancellation SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS.		
			AUTHORIZED REPRESENTATIVE  Public Risk Innovation, Solutions, and Management		

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
EXCESS WORKERS' COMPENSATION PROGRAM
2023/2024 SCHEDULE OF INSURERS
CITY OF CONCORD

PROVIDER	MEMORANDUM / POLICY NUMBER	LIMIT
Public Risk Innovation, Solutions, and Management	PRISM PE 23 EWC-34	<p>Workers' Compensation: \$50,000,000 each accident/each employee for disease (Difference between \$50,000,000 and the individual member's retention)</p> <p>Employers' Liability: \$5,000,000 each accident/each employee for disease (Difference between \$5,000,000 and the individual member's retention)</p>
Liberty Insurance Corporation	EW7-64N-444785-013	<p>Statutory each accident/each employee for disease excess of \$50,000,000</p>

**MT. DIABLO UNIFIED SCHOOL DISTRICT
INTERNSHIP AGREEMENT**

THIS INTERNSHIP AGREEMENT ("Agreement") is between Mt. Diablo Unified School District (the "District") and Community Youth Center (the "Business/Organization"), collectively the "Parties" by and on behalf of its Mt. Diablo Youth Employment Services & Career Pathways Programs in order to provide internship placement(s) for District Intern(s) ("Intern(s)") in the Business/Organization, as detailed in this Agreement.

Whereas, the Business/Organization and the District have a mutual interest in training, supervising and hiring Interns to work at Business/Organization;

Whereas, the parties agree that the purpose of this Agreement is to provide on-the-job types of training and learning experiences to Interns, in order to develop their occupational competencies;

Whereas, the parties agree that the Business/Organization benefits from this Agreement by gaining productive contributions by Interns in the workplace, positive publicity as a partner supporting youth, an opportunity to develop leadership and mentoring skills among its workforce, and an expanded potential hiring pool.

In order to effectuate the purpose and benefits of this Agreement, the parties further agree to the terms and conditions provided below.

1. TERM

The term of this Agreement shall commence on June 1, 2024 and end on May 31, 2026.

2. RESPONSIBILITIES OF DISTRICT

A. District will provide a Work Based Learning ("WBL Coordinator") as a single point of contact for Business/Organization and for oversight of interns for the duration of the internship period.

B. The District will provide Intern(s) with a general orientation to effective work-ready essential skills including, but not limited to:

- Adhering to agreed upon Business/Organizations' hours and schedule ·
- Appropriate workplace conduct, behavior, and dress
- Importance of respecting rules of confidentiality, safety and security ·
- Procedures for communicating

C. The District will provide Intern(s) and the Business/Organization with an orientation regarding the goals and objectives of the internship(s).

D. The District will provide Intern(s) with a curriculum and instruction focused on workplace issues, skill-building and career development.

E. The WBL Coordinator will obtain from Business/Organization specifics of the work required of Intern(s) and will identify Intern(s) to be interviewed and considered for placement, based on information provided by Business/Organization.

F. The WBL Coordinator will provide Intern(s) with all necessary information regarding the Business/Organization and will ensure that Intern(s) have signed an Internship Agreement prior to the start of the internship.

G. The WBL Coordinator will meet with Intern(s) and develop learning objectives for the Work Based Learning Plan & Evaluation . The WBL Coordinator will review those learning objectives with the Host Organization

H. The WBL Coordinator will provide the Business/Organization with an Internship Evaluation to be completed at the end of the internship.

I. The WBL Coordinator will have regular contact with the Intern(s) and Business/Organization for the purpose of monitoring intern performance and progress.

K. In the event the WBL Coordinator is notified of a performance concern, they will consult with Business/Organization supervisor and facilitate communication with Intern(s). Upon request by Business/Organization to terminate internship, the WBL Coordinator will facilitate the termination.

K. District shall maintain all academic records of the Interns.

L. The District will carry Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

3. RESPONSIBILITIES OF THE BUSINESS/ORGANIZATION

A. The Business/Organization will assign a liaison who will be directly responsible for supervising Intern(s). The Business/Organization will provide the District with the name(s), address(es), and telephone number(s) of the liaison and the liaison will be provided with a copy of this Agreement before Interns begin work.

B. The Business/Organization will provide supplemental training and assistance required to ensure that Intern(s) acquire the skills, knowledge, and ability to function satisfactorily as an employee in the Business/Organization's operation.

C. The Business/Organization will document Intern('s') attendance, evaluate participant

progress in accordance with procedures prescribed by District, and maintain verification of time worked.

D. The Business/Organization will accept from the District the mutually agreed upon number of Interns.

E. The Business/Organization will maintain regular contact with the WBL Coordinator, including immediate contact whenever a concern arises about an Intern and/or their work experience.

F. The Business/Organization will provide tasks, duties and projects that are relevant to the Intern('s') education and training. In the event the Business/Organization is no longer able to provide relevant work experience, it will immediately notify the WBL Coordinator, who will in turn notify the District.

G. The Business/Organization will provide the equipment, workspace, and technology necessary for Intern(s) to complete assigned tasks unless specific arrangements are made with the WBL Coordinator.

H. The Business/Organization will sign Intern('s') timesheets on a weekly basis, complete required intern performance assessments, and provide feedback to the WBL Coordinator.

I. The Business/Organization will provide a safe and supervised work environment for Intern(s).

J. The Business/Organization will allow WBL Coordinator with access to Intern(s) during the internship, as needed.

K. The Business/Organization may request that the WBL Coordinator remove the Intern(s) from the program if the Intern(s) does/do not perform satisfactorily, or fails or refuses to adhere to the Business/Organization's policies, procedures, rules and regulations. This includes requesting removal of Intern(s) who fail to adhere to appropriate behavior, dress and hygiene standards.

L. The Business/Organization will review with Intern(s) completed Internship Evaluation and provide feedback on Intern('s') performance.

M. The Business/Organization will comply with the requirements of California Education Code sections 49160-49165, provided in Appendix A, which is attached and incorporated by reference into this Agreement.

N. The Business/Organization will comply with the requirements and provisions of California Education Code section 45125.1, by doing the following:

i. Designating at least one adult employee in the workplace during the Intern(s) work hours, who has direct contact with the Intern(s) as the "employee of record" who is responsible for the safety of the Intern(s); this may be the liaison,

ii. Ensuring the "employee of record" has a valid criminal records summary as described in California Education Code section 44237, and iii. Allowing a District employee to make at least one visitation every three weeks to consult with the Intern(s) workplace employee of record, observe the Intern(s) at the workplace, and check in with the Intern(s) to ensure their health, safety, and welfare, including by addressing any concerns the Intern(s) have raised.

4. CONFIDENTIAL STUDENT INFORMATION

The Business/Organization understands and agrees that, in connection with this Agreement, it may have access to confidential and personally identifiable Intern information, the disclosure of which to third-parties may be damaging to Intern(s). Consequently, the Business/Organization agrees that all Intern information disclosed by the District to the Business/Organization shall only be used in performance of this Agreement unless disclosure is required by law or court order.

5. INSURANCE

A. Coverages: for the duration of the Agreement, the Business/Organization shall maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the terms of this Agreement. Insurance shall cover the Business/Organization and its agents, representatives, employees or subcontractors and shall be in the following amounts and coverages.

i. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate.

ii. **Automobile Liability:** *If applicable*, ISO Form Number CA 00 01 covering any auto (Code 1), or if Work Site has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$250,000** per accident for bodily injury and property damage.

B. The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. Additional Insured Status

Business/Organization's Commercial General Liability policy with respect to liability arising out of work or operations performed pursuant the work-based learning experience.

ii. Primary Coverage

For any claims related to this Agreement, the Business/Organization's insurance shall be primary insurance to the District's.

6. INDEMNIFICATION

A. The Business/Organization agrees to indemnify and hold harmless the District and its Board, officers, employees and agents, against all claims, demands, damages, costs, and expenses of whatever nature. Including court costs and reasonable attorney fees, arising out of or resulting directly or indirectly from the negligent or intentional acts or omissions of the Business/Organization or its Board, officers or employees. Notwithstanding the foregoing, Business/Organization shall have no obligation under this section with respect to any loss that is caused by the sole negligence or willful misconduct of the District and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Business/Organization, its subcontractors or either' agent or employee, as determined by a court of competent jurisdiction.

B. The District agrees to indemnify and hold harmless the Business/Organization and its Board, officers, employees and agents, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting directly or indirectly from the negligent or intentional acts or omissions of the District or its Board, officers or employees. Notwithstanding the foregoing, District shall have no obligation under this Section with respect to any Loss that is caused by the sole negligence or willful misconduct of Business/Organization and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by District, its subcontractors or either's agent or employee, as determined by a court of competent jurisdiction.

7. NON-DISCRIMINATION

The parties agree that all Interns participating in the work-based learning experience pursuant to this Agreement shall not be discriminated against based on race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, veteran status, medical condition (cancer related or genetic characteristic) as defined in section 12926 of the California Government Code, citizenship, or any other protected status, within the limits imposed by law or agency policy.

In the event of noncompliance by either party to this Agreement, it may be suspended in whole or in part. 4868-5037-1999, v. 2

8. NOTICE TO THE PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and registered, as follows:

NOTICE TO THE DISTRICT:

DISTRICT SITE/ DEPT.	Partnerships 3 MTSS
HEAD OF SITE/ DEPT.	Stephanie Roberts
STREET ADDRESS	1026 Mohr Ln.
CITY, STATE, ZIP	Concord, CA 94519
TELEPHONE	925-682-8000 x6203
FAX	N/A
EMAIL ADDRESS	robertss@mdusd.org

NOTICE TO THE BUSINESS / ORGANIZATION:

BUSINESS/ORGANIZATION:	Community Youth Center
CONTACT PERSON	Mawuko Tugbenyah
STREET ADDRESS	2241 Galaxy CT
CITY, STATE, ZIP	Concord, CA 94520

4868-5037-1999, v. 2

TELEPHONE	510/866/7516
FAX	N/A
EMAIL ADDRESS	MTUGBENYOH@CYCMAIL.ORG

7. TERMINATION

This Agreement may be terminated by the mutual written agreement of both parties. Alternatively, either party may terminate this Agreement with fourteen (14) days prior written notice to the other. This Agreement may be terminated immediately by either party if there is a failure to comply with the terms and conditions provided in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

By:

Title:

Date:

(Business/Organization Name) *Community Youth Center*

By: *Mawuko Tugbenyoh*

Title: *Program Director*

Date: *4/15/24*



Appendix A

California Education Code 49160-49165

Mt. Diablo Unified School District

49160.

No person, firm or corporation shall employ, suffer, or permit any minor under the age of 18 years to work in or in connection with any establishment or occupation except as provided in Section 49151 without a permit to employ, issued by the proper educational officers in accordance with law.

(Enacted by Stats. 1976, Ch. 1010.)

49161.

Every person, firm, corporation, or agent or officer of a firm or corporation, employing minors under the age of 18 years shall keep on file all permits to employ minors under the age of 18 years during the term of the employment.

(Enacted by Stats. 1976, Ch. 1010.)

49162.

The employer of any minor subject to this chapter shall send to the officer authorized to issue the permit to work a written notification of intent to employ a minor. The form of the intent to employ a minor shall be prescribed by the Department of Education and shall be furnished to the employer by the officer.

(Enacted by Stats. 1976, Ch. 1010.)

49163.

The notification of intent to employ a minor shall contain:

- (a) The name, address, phone number, and social security number of the minor.
- (b) The name, address, phone number, and supervisor at the minor's place of employment.

(c) The kind of work the minor will perform.

(d) The maximum number of hours per day and per week the student will be expected to work for the employer.

(e) The signatures of the parent or guardian, of the minor, and of the employer.

(Enacted by Stats. 1976, Ch. 1010.)

49164.

Permits to work and to employ and certificates of age shall always be open to inspection by supervisors of attendance, probation officers, designees of the Labor Commissioner, and by officers of the Superintendent of Public Instruction. Every permit to work or to employ and every certificate of age shall be subject to cancellation at any time by the Superintendent of Public Instruction, the Labor Commissioner, or by the person issuing the permit or certificate whenever any person authorized to inspect such permits and certificates finds that the conditions for the legal issuance of the permit or certificate of age do not exist or did not exist at the time the permit or certificate was issued. A permit to work shall be revoked by the issuing authority when he is satisfied that the employment of the minor is impairing the health or education of the minor, or that any provision or condition of the permit is being violated, or that the minor is performing work in violation of any provision of law.

(Enacted by Stats. 1976, Ch. 1010.)

49165.

Nothing in this article shall require a person to obtain a permit to employ in order for a minor to participate in horseback riding exhibitions, contests or events specified in paragraph (3) of subdivision (b) of Section 1308 of the Labor Code.

(Enacted by Stats. 1976, Ch. 1010.)



MT. DIABLO UNIFIED SCHOOL DISTRICT

1936 Carlotta Drive, Room 18
Concord, California 94519
Phone (925) 682-8000 ext. 4002

Addendum Internship Agreement

This Addendum, dated for convenience 5/23/24, is incorporated into the Internship Agreement between Mt. Diablo Unified School District (the "District") and Community Youth Center (the "Business/Organization"). This Agreement shall become effective only upon proper execution by the Parties, and approval or ratification by the District's Board of Education in an open, noticed meeting

The following sections are incorporated as if fully set out in the Internship Agreement:

1. **PROPRIETARY INFORMATION OF DISTRICT; STUDENT INFORMATION.** Business/Organization agrees that, in connection with this Agreement, the Business/Organization may have access to proprietary and confidential information which may be owned or controlled by the District, the disclosure of which to third parties may be damaging to the District, its Board, employees or students. Business/Organization understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Business/Organization to civil liability. Consequently, Business/Organization agrees that all information disclosed by the District to the Business/Organization or in which such information is collected or received by Business/Organization on the District's behalf shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Business/Organization shall exercise the same standard of care to protect such information as is used to protect its own proprietary and/or confidential information and in no case less than a reasonable standard of care.
 - a. Business/Organization shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code §§ 49073 *et seq.* Business/Organization is prohibited from accessing or using confidential student information under this Agreement unless it first obtains prior written parental consent, or an exception to federal and state privacy laws that permit access to confidential student information applies. Even if access is permitted, Business/Organization shall not use confidential student data for any purpose other than providing services to the District pursuant to this Agreement. Business/Organization shall not re-disclose confidential student information to any third party without the prior written consent of the District and any such re-disclosure shall be consistent with state and federal law.
2. **COMPLIANCE WITH LAWS AND BOARD POLICIES.** Business/Organization shall keep itself fully informed of applicable federal, state and local laws, regulations, orders, and District Board Policies and Administrative Regulation affecting the performance of, or necessary to ensure the safe and appropriate performance of this Agreement, and shall at all times comply with such laws, regulations, orders, District Board Policies, and Administrative Regulations as they may be amended from time to time.
3. **MANDATED REPORTING OF SUSPECTED SEXUAL ABUSE.** To Business/Organizations agrees to comply with California Penal Code § 11165.7, with respect to reporting of sexual abuse to Child Protective Services ("CPS"). The requirement

for this training is satisfied by completing a free training. See <https://www.cdss.ca.gov/inforesources/ocap/mrt>. Business/Organizations are requested, but not required to notify the District when a CPS report has been filed.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

By:

Title:

Date:

(Business/Organization Name)

By: Mawoko Tugbenyoh



Title: Program Director

Date: 5/23/24



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CA LIC 0B29370 Edgewood Partners Insurance Center (EPIC) [Concord - Branch ID 15469] DIV# 401/406 P.O. Box 5668 Concord, CA 94524 USA	1-925-798-3334 Concord, CA 94522 USA	CONTACT NAME: Brigette Gerbacio PHONE (A/C, No, Ext): (925) 822-9166 E-MAIL ADDRESS: Brigette.Gerbacio@epicbrokers.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: PHILADELPHIA IND INS CO INSURER B: CYPRESS INS CO INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 18058 10855
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COVERAGES

CERTIFICATE NUMBER: 750499898

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	PHPK2673058	03/31/24	03/31/25	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp/Coll	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	PHPK2673058	03/31/24	03/31/25	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	COWC561660	03/31/24	03/31/25	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

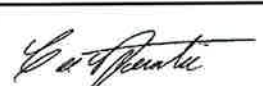
RE: Internship Program.

Additional insureds: Mt. Diablo Unified School District, its officers, officials, agents, employees and volunteers

When required by written contract, coverage is primary and Waiver of Subrogation applies per attached endorsements.

CERTIFICATE HOLDER

CANCELLATION

Mt. Diablo Unified School District 1936 Carlotta Drive Concord, CA 94519 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph a. is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph b. **Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:

- (a) Less than 58 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE



MT. DIABLO UNIFIED SCHOOL DISTRICT

1936 Carlotta Drive, Room 18
Concord, California 94519
Phone (925) 682-8000 ext. 4002

Internship Agreement

THIS INTERNSHIP AGREEMENT ("Agreement"), dated for convenience 5-29-2024, is between Mt. Diablo Unified School District (the "District") and Concord Child Care Center (the "Business/Organization"), collectively the "Parties" by and on behalf of its Mt. Diablo Youth Employment Services & Career Pathways Programs in order to provide internship placement(s) for District Intern(s) ("Intern(s)") in the Business/Organization, as detailed in this Agreement.

RECITALS

WHEREAS, the Business/Organization and the District have a mutual interest in training, supervising and hiring Interns to work at Business/Organization;

WHEREAS, the Parties agree that the purpose of this Agreement is to provide on-the-job types of training and learning experiences to Interns, in order to develop their occupational competencies; and

WHEREAS, the Parties agree that the Business/Organization benefits from this Agreement by gaining productive contributions by Interns in the workplace, positive publicity as a partner supporting youth, an opportunity to develop leadership and mentoring skills among its workforce, and an expanded potential hiring pool.

TERMS

In order to effectuate the purpose and benefits of this Agreement, the Parties agree to the terms and conditions provided below.

1. **TERM.** The term of this Agreement shall commence on June 1, 2024 and terminates on May 31, 2026. This Agreement shall become effective only upon proper execution by the Parties, and approval or ratification by the District's Board of Education in an open, noticed meeting

2. **RESPONSIBILITIES OF DISTRICT.**

- a. District will provide a Work Based Learning ("WBL Coordinator") as a single point of contact for Business/Organization and for oversight of interns for the duration of the internship period.
- b. The District will provide Intern(s) with a general orientation to effective work-ready essential skills including, but not limited to: adhering to agreed upon business/organizations' hours and schedule; appropriate workplace conduct, behavior, and dress; importance of respecting rules of confidentiality, safety and security; and procedures for communicating.

- c. The District will provide Intern(s) and the Business/Organization with an orientation regarding the goals and objectives of the internship(s).
- d. The District will provide Intern(s) with a curriculum and instruction focused on workplace issues, skill-building and career development.
- e. The WBL Coordinator will obtain from Business/Organization specifics of the work required of Intern(s) and will identify Intern(s) to be interviewed and considered for placement, based on information provided by Business/Organization.
- f. The WBL Coordinator will provide Intern(s) with all necessary information regarding the Business/Organization and will ensure that Intern(s) have signed an Internship Agreement prior to the start of the internship.
- g. The WBL Coordinator will meet with Intern(s) and develop learning objectives for the Work Based Learning Plan & Evaluation . The WBL Coordinator will review those learning objectives with the Host Organization
- h. The WBL Coordinator will provide the Business/Organization with an Internship Evaluation to be completed at the end of the internship.
- i. The WBL Coordinator will have regular contact with the Intern(s) and Business/Organization for the purpose of monitoring intern performance and progress.
- j. In the event the WBL Coordinator is notified of a performance concern, they will consult with the Business/Organization supervisor and facilitate communication with Intern(s). Upon request by the Business/Organization to terminate the internship, the WBL Coordinator will facilitate the termination.
- k. District shall maintain all academic records of the Interns.
- l. The District will carry Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

3. RESPONSIBILITIES OF THE BUSINESS/ORGANIZATION.

- a. The Business/Organization will assign a liaison who will be directly responsible for supervising Intern(s). The Business/Organization will provide the District with the name(s), address(es), telephone number(s), and email of the liaison and the liaison will be provided with a copy of this Agreement before Interns begin work.
- b. The Business/Organization will provide supplemental training and assistance required to ensure that Intern(s) acquire the skills, knowledge, and ability to function satisfactorily as an employee in the Business/Organization's operation.
- c. The Business/Organization will document Intern(s) attendance, evaluate participant progress in accordance with procedures prescribed by the District, and maintain verification of time worked.
- d. The Business/Organization will accept from the District the mutually agreed upon number of Interns.
- e. The Business/Organization will maintain regular contact with the WBL Coordinator, including immediate contact whenever a concern arises about an

- Intern and/or their work experience.
- f. The Business/Organization will provide tasks, duties and projects that are relevant to the Intern('s') education and training. In the event the Business/Organization is no longer able to provide relevant work experience, it will immediately notify the WBL Coordinator, who will in turn notify the District.
 - g. The Business/Organization will provide the equipment, workspace, and technology necessary for Intern(s) to complete assigned tasks unless specific arrangements are made with the WBL Coordinator.
 - h. The Business/Organization will sign Intern('s') timesheets on a weekly basis, complete required intern performance assessments, and provide feedback to the WBL Coordinator.
 - i. The Business/Organization will provide a safe and supervised work environment for Intern(s).
 - j. The Business/Organization will allow WBL Coordinator with access to Intern(s) during the internship, as needed.
 - k. The Business/Organization may request that the WBL Coordinator remove the Intern(s) from the program if the Intern(s) does/do not perform satisfactorily, or fails or refuses to adhere to the Business/Organization's policies, procedures, rules and regulations. This includes requesting removal of Intern(s) who fail to adhere to appropriate behavior, dress and hygiene standards.
 - l. The Business/Organization will review with Intern(s) completed Internship Evaluation and provide feedback on Intern('s') performance.
 - m. The Business/Organization shall comply with the requirements of California Education Code §§ 49160-49165, provided in Appendix A, which is attached and incorporated by reference into this Agreement.
 - n. The Business/Organization shall comply with the requirements and provisions of California Education Code § 45125.1, including the following:
 - i. Designating at least one adult employee in the workplace during the Intern(s) work hours, who has direct contact with the Intern(s) as the "employee of record" who is responsible for the safety of the Intern(s); this may be the liaison; and
 - ii. Ensuring the "employee of record" has a valid criminal records summary as described in California Education Code § 44237, and allowing a District employee to make at least one visitation every three weeks to consult with the Intern('s') workplace employee of record, observe the Intern(s) at the workplace, and check in with the Intern(s) to ensure their health, safety, and welfare, including by addressing any concerns the Intern(s) have raised.

4. PROPRIETARY INFORMATION OF DISTRICT; STUDENT INFORMATION. Business/Organization agrees that, in connection with this Agreement, the Business/Organization may have access to proprietary and confidential information which may be owned or controlled by the District, the disclosure of which to third parties may be damaging to the District, its Board, employees or students. Business/Organization understands and agrees

that the disclosure of such information may violate state and/or federal law and may subject the Business/Organization to civil liability. Consequently, Business/Organization agrees that all information disclosed by the District to the Business/Organization or in which such information is collected or received by Business/Organization on the District's behalf shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Business/Organization shall exercise the same standard of care to protect such information as is used to protect its own proprietary and/or confidential information and in no case less than a reasonable standard of care.

- a. Business/Organization shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code §§ 49073 *et seq.* Business/Organization is prohibited from accessing or using confidential student information under this Agreement unless it first obtains prior written parental consent, or an exception to federal and state privacy laws that permit access to confidential student information applies. Even if access is permitted, Business/Organization shall not use confidential student data for any purpose other than providing services to the District pursuant to this Agreement. Business/Organization shall not re-disclose confidential student information to any third party without the prior written consent of the District and any such re-disclosure shall be consistent with state and federal law.

5. **INSURANCE.** Coverages for the duration of the Agreement—the Business/Organization shall maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the terms of this Agreement. Insurance shall cover the Business/Organization and its agents, representatives, employees or subcontractors and shall be in the following amounts and coverages.

- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate.
- b. **Automobile Liability: *If applicable*,** ISO Form Number CA 00 01 covering any auto (Code 1), or if Work Site has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$250,000** per accident for bodily injury and property damage.
- c. The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - i. **Additional Insured Status.** The District shall be named as an additional insured by endorsement to the Business/Organization's Commercial General Liability policy with respect to liability arising out of work or operations performed pursuant the work-based learning experience.
 - ii. **Primary Coverage.** For any claims related to this Agreement, the Business/Organization's insurance shall be primary insurance to the District's.

6. INDEMNIFICATION

- a. The Business/Organization agrees to indemnify and hold harmless the District and its Board, officers, employees and agents, against all claims, demands, damages, costs, and expenses of whatever nature. Including court costs and reasonable attorney fees, arising out of or resulting directly or indirectly from the negligent or intentional acts or omissions of the Business/Organization or its Board, officers or employees. Notwithstanding the foregoing, Business/Organization shall have no obligation under this section with respect to any loss that is caused by the sole negligence or willful misconduct of the District and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Business/Organization, its subcontractors or either' agent or employee, as determined by a court of competent jurisdiction.
- b. The District agrees to indemnify and hold harmless the Business/Organization and its Board, officers, employees and agents, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting directly or indirectly from the negligent or intentional acts or omissions of the District or its Board, officers or employees. Notwithstanding the foregoing, District shall have no obligation under this Section with respect to any Loss that is caused by the sole negligence or willful misconduct of Business/Organization and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by District, its subcontractors or either's agent or employee, as determined by a court of competent jurisdiction.

7. NON-DISCRIMINATION. The Parties agree that all Interns participating in the work-based learning experience pursuant to this Agreement shall not be discriminated against based on race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, veteran status, medical condition (cancer related or genetic characteristic) as defined California Government Code § 12926, citizenship, or any other protected status, within the limits imposed by law or agency policy. In the event of noncompliance by either party to this Agreement, it may be suspended in whole or in part.

8. NOTICE TO THE PARTIES. All notices to be given by the Parties hereto shall be via email and in writing and served by depositing the same in the United States Post Office, postage prepaid and registered, as follows:

Notice to the District	
DISTRICT SITE/ DEPT.	Partnerships & MTSS
HEAD OF SITE/ DEPT.	Stephanie Roberts, Director of Partnerships &

	MTSS
STREET ADDRESS	1026 Mohr Lane
CITY, STATE, ZIP	Concord, CA 94519
TELEPHONE	925-682-8000 x6203
EMAIL ADDRESS	robertss@mdusd.org

Notice to Business Organization	
BUSINESS/ORGANIZATION:	Concord Child Care Center Inc
CONTACT PERSON	Brenda Brown
STREET ADDRESS	1360 Detroit Ave
CITY, STATE, ZIP	Concord, CA 94520
TELEPHONE	925-689-5151 x201
EMAIL	Brenda.b@concordchildcare.org

9. **TERMINATION.** This Agreement may be terminated by the mutual written agreement of both parties. Alternatively, either party may terminate this Agreement with fourteen (14) days prior written notice to the other. This Agreement may be terminated immediately by either party if there is a failure to comply with the terms and conditions provided in this Agreement.

10. **COMPLIANCE WITH LAWS AND BOARD POLICIES.** Business/Organization shall keep itself fully informed of applicable federal, state and local laws, regulations, orders, and District Board Policies and Administrative Regulation affecting the performance of, or necessary to ensure the safe and appropriate performance of this Agreement, and shall at all times comply with such laws, regulations, orders, District Board Policies, and Administrative Regulations as they may be amended from time to time.

11. **INDEPENDENT CONTRACTOR.** Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the District and Business/Organization or its agents and employees.

12. **MANDATED REPORTING OF SUSPECTED SEXUAL ABUSE.** To Business/Organizations agrees to comply with California Penal Code § 11165.7, with respect to reporting of sexual abuse to Child Protective Services ("CPS"). The requirement for this training is satisfied by completing a free training. See <https://www.cdss.ca.gov/inforesources/ocap/mrt>. Business/Organizations are requested, but not required to notify the District when a CPS report has been filed.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

By:

Title:

Date:

(Business/Organization Name)

By:

Title: Brenda Brown, Executive Director

Date: May 29, 2024

Appendix A

California Education Code 49160-49165

§ 49160. Permit to employ

No person, firm or corporation shall employ, suffer, or permit any minor under the age of 18 years to work in or in connection with any establishment or occupation except as provided in Section 49151 without a permit to employ, issued by the proper educational officers in accordance with law.

§ 49161. File of permits to employ

Every person, firm, corporation, or agent or officer of a firm or corporation, employing minors under the age of 18 years shall keep on file all permits to employ minors under the age of 18 years during the term of the employment.

§ 49162. Notification of intent to employ

The employer of any minor subject to this chapter shall send to the officer authorized to issue the permit to work a written notification of intent to employ a minor. The form of the intent to employ a minor shall be prescribed by the Department of Education and shall be furnished to the employer by the officer.

§ 49163. Content of notification

The notification of intent to employ a minor shall contain:

- (a) The name, address, phone number, and social security number of the minor.
- (b) The name, address, phone number, and supervisor at the minor's place of employment.
- (c) The kind of work the minor will perform.
- (d) The maximum number of hours per day and per week the student will be expected to work for the employer.
- (e) The signatures of the parent or guardian, of the minor, and of the employer.

§ 49164. Inspection; cancellation or revocation

Permits to work and to employ and certificates of age shall always be open to inspection by supervisors of attendance, probation officers, designees of the Labor Commissioner, and by officers of the Superintendent of Public Instruction. Every permit to work or to employ and every certificate of age shall be subject to cancellation at any time by the Superintendent of Public Instruction, the Labor Commissioner, or by the person issuing the permit or certificate whenever any person authorized to inspect such permits and certificates finds that the conditions for the legal issuance of the permit or certificate of age do not exist or did not exist at the time the permit or certificate was issued. A permit to work shall be revoked by the issuing authority when he is satisfied that the employment of the minor is impairing the health or education of the minor, or that any provision or condition of the permit is being violated, or that the minor is performing work in violation of any provision of law.

§ 49165. Permit; exemption for horseback riding exhibitions

Nothing in this article shall require a person to obtain a permit to employ in order for a minor to participate in horseback riding exhibitions, contests or events specified in paragraph (3) of subdivision (b) of Section 1308 of the Labor Code.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McDermott-Costa Co., Inc. 1045 MacArthur Blvd. San Leandro, CA 94577	CONTACT NAME: Gina M. Endrina	FAX (A/C, No): (510) 357-3230	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS: ginae@mcdermottcosta.com	
INSURED Concord Child Care Center, Inc 1360 Detroit Avenue Concord, CA 94520	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Philadelphia Indemnity Insurance Co.		18058
	INSURER B: Midwest Insurance Company		10895
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2625123	12/01/2023	12/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000.00			PHUB889632	12/01/2023	12/01/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	WCNCC312385	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Directors & Officers			NDO1551161L	10/1/2023	10/1/2024	Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Mt. Diablo Unified School District are included as Additional Insured with respects to General Liability.

CERTIFICATE HOLDER

Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
DAY CARE ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Damage to Premises Rented to You	\$1,000,000	2
Extended Property Damage	included	2
Non-Owned Watercraft	Less than 58 feet	2
Medical Payments	\$20,000	2
Medical Payments – Extended Reporting Period	3 years	3
Athletic Activities	Amended	3
Supplementary Payments – Bail Bonds	\$2,500	3
Supplementary Payment – Loss of Earnings	\$500 per day	3
Employee Indemnification Defense Coverage for Employee	\$25,000	3
Additional Insured – Managers and Supervisors	Included	3
Additional Insured – Broadened Named Insured	Included	4
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	4
Additional Insured - Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You	Included	4
Additional Insured – Grantor of Permits	Included	4
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	4
Transfer of Rights of Recovery Against Others To Us	Clarification	5
Duties in the Event of Occurrence, Claim or Suit	Included	5
Unintentional Failure to Disclose Hazards	Included	5
Liberalization	Included	5
Bodily Injury – includes Mental Anguish	Included	5
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	6



MT. DIABLO UNIFIED SCHOOL DISTRICT

1936 Carlotta Drive, Room 18
Concord, California 94519
Phone (925) 682-8000 ext. 4002

Internship Agreement

May 28, 2024
Concord Chamber of Commerce
THIS INTERNSHIP AGREEMENT ("Agreement"), dated for convenience is between Mt. Diablo Unified School District (the "District") and (the "Business/Organization"), collectively the "Parties" by and on behalf of its Mt. Diablo Youth Employment Services & Career Pathways Programs in order to provide internship placement(s) for District Intern(s) ("Intern(s)") in the Business/Organization, as detailed in this Agreement.

RECITALS

WHEREAS, the Business/Organization and the District have a mutual interest in training, supervising and hiring Interns to work at Business/Organization;

WHEREAS, the Parties agree that the purpose of this Agreement is to provide on-the-job types of training and learning experiences to Interns, in order to develop their occupational competencies; and

WHEREAS, the Parties agree that the Business/Organization benefits from this Agreement by gaining productive contributions by Interns in the workplace, positive publicity as a partner supporting youth, an opportunity to develop leadership and mentoring skills among its workforce, and an expanded potential hiring pool.

TERMS

In order to effectuate the purpose and benefits of this Agreement, the Parties agree to the terms and conditions provided below.

1. **TERM.** The term of this Agreement shall commence on June 1, 2024 and terminates on May 31, 2026. This Agreement shall become effective only upon proper execution by the Parties, and approval or ratification by the District's Board of Education in an open, noticed meeting

2. **RESPONSIBILITIES OF DISTRICT.**

- a. District will provide a Work Based Learning ("WBL Coordinator") as a single point of contact for Business/Organization and for oversight of interns for the duration of the internship period.
- b. The District will provide Intern(s) with a general orientation to effective work-ready essential skills including, but not limited to: adhering to agreed upon business/organizations' hours and schedule; appropriate workplace conduct, behavior, and dress; importance of respecting rules of confidentiality, safety and security; and procedures for communicating.

- c. The District will provide Intern(s) and the Business/Organization with an orientation regarding the goals and objectives of the internship(s).
- d. The District will provide Intern(s) with a curriculum and instruction focused on workplace issues, skill-building and career development.
- e. The WBL Coordinator will obtain from Business/Organization specifics of the work required of Intern(s) and will identify Intern(s) to be interviewed and considered for placement, based on information provided by Business/Organization.
- f. The WBL Coordinator will provide Intern(s) with all necessary information regarding the Business/Organization and will ensure that Intern(s) have signed an Internship Agreement prior to the start of the internship.
- g. The WBL Coordinator will meet with Intern(s) and develop learning objectives for the Work Based Learning Plan & Evaluation . The WBL Coordinator will review those learning objectives with the Host Organization
- h. The WBL Coordinator will provide the Business/Organization with an Internship Evaluation to be completed at the end of the internship.
- i. The WBL Coordinator will have regular contact with the Intern(s) and Business/Organization for the purpose of monitoring intern performance and progress.
- j. In the event the WBL Coordinator is notified of a performance concern, they will consult with the Business/Organization supervisor and facilitate communication with Intern(s). Upon request by the Business/Organization to terminate the internship, the WBL Coordinator will facilitate the termination.
- k. District shall maintain all academic records of the Interns.
- l. The District will carry Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease.

3. RESPONSIBILITIES OF THE BUSINESS/ORGANIZATION.

- a. The Business/Organization will assign a liaison who will be directly responsible for supervising Intern(s). The Business/Organization will provide the District with the name(s), address(es), telephone number(s), and email of the liaison and the liaison will be provided with a copy of this Agreement before Interns begin work.
- b. The Business/Organization will provide supplemental training and assistance required to ensure that Intern(s) acquire the skills, knowledge, and ability to function satisfactorily as an employee in the Business/Organization's operation.
- c. The Business/Organization will document Intern(s) attendance, evaluate participant progress in accordance with procedures prescribed by the District, and maintain verification of time worked.
- d. The Business/Organization will accept from the District the mutually agreed upon number of Interns.
- e. The Business/Organization will maintain regular contact with the WBL Coordinator, including immediate contact whenever a concern arises about an

- Intern and/or their work experience.
- f. The Business/Organization will provide tasks, duties and projects that are relevant to the Intern('s') education and training. In the event the Business/Organization is no longer able to provide relevant work experience, it will immediately notify the WBL Coordinator, who will in turn notify the District.
 - g. The Business/Organization will provide the equipment, workspace, and technology necessary for Intern(s) to complete assigned tasks unless specific arrangements are made with the WBL Coordinator.
 - h. The Business/Organization will sign Intern('s') timesheets on a weekly basis, complete required intern performance assessments, and provide feedback to the WBL Coordinator.
 - i. The Business/Organization will provide a safe and supervised work environment for Intern(s).
 - j. The Business/Organization will allow WBL Coordinator with access to Intern(s) during the internship, as needed.
 - k. The Business/Organization may request that the WBL Coordinator remove the Intern(s) from the program if the Intern(s) does/do not perform satisfactorily, or fails or refuses to adhere to the Business/Organization's policies, procedures, rules and regulations. This includes requesting removal of Intern(s) who fail to adhere to appropriate behavior, dress and hygiene standards.
 - l. The Business/Organization will review with Intern(s) completed Internship Evaluation and provide feedback on Intern('s') performance.
 - m. The Business/Organization shall comply with the requirements of California Education Code §§ 49160-49165, provided in Appendix A, which is attached and incorporated by reference into this Agreement.
 - n. The Business/Organization shall comply with the requirements and provisions of California Education Code § 45125.1, including the following:
 - i. Designating at least one adult employee in the workplace during the Intern(s) work hours, who has direct contact with the Intern(s) as the "employee of record" who is responsible for the safety of the Intern(s); this may be the liaison; and
 - ii. Ensuring the "employee of record" has a valid criminal records summary as described in California Education Code § 44237, and allowing a District employee to make at least one visitation every three weeks to consult with the Intern('s') workplace employee of record, observe the Intern(s) at the workplace, and check in with the Intern(s) to ensure their health, safety, and welfare, including by addressing any concerns the Intern(s) have raised.

4. PROPRIETARY INFORMATION OF DISTRICT; STUDENT INFORMATION. Business/Organization agrees that, in connection with this Agreement, the Business/Organization may have access to proprietary and confidential information which may be owned or controlled by the District, the disclosure of which to third parties may be damaging to the District, its Board, employees or students. Business/Organization understands and agrees

that the disclosure of such information may violate state and/or federal law and may subject the Business/Organization to civil liability. Consequently, Business/Organization agrees that all information disclosed by the District to the Business/Organization or in which such information is collected or received by Business/Organization on the District's behalf shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Business/Organization shall exercise the same standard of care to protect such information as is used to protect its own proprietary and/or confidential information and in no case less than a reasonable standard of care.

- a. Business/Organization shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code §§ 49073 *et seq.* Business/Organization is prohibited from accessing or using confidential student information under this Agreement unless it first obtains prior written parental consent, or an exception to federal and state privacy laws that permit access to confidential student information applies. Even if access is permitted, Business/Organization shall not use confidential student data for any purpose other than providing services to the District pursuant to this Agreement. Business/Organization shall not re-disclose confidential student information to any third party without the prior written consent of the District and any such re-disclosure shall be consistent with state and federal law.

5. **INSURANCE.** Coverages for the duration of the Agreement—the Business/Organization shall maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the terms of this Agreement. Insurance shall cover the Business/Organization and its agents, representatives, employees or subcontractors and shall be in the following amounts and coverages.

- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- b. **Automobile Liability:** *If applicable*, ISO Form Number CA 00 01 covering any auto (Code 1), or if Work Site has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than \$250,000 per accident for bodily injury and property damage.
- c. The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - i. **Additional Insured Status.** The District shall be named as an additional insured by endorsement to the Business/Organization's Commercial General Liability policy with respect to liability arising out of work or operations performed pursuant the work-based learning experience.
 - ii. **Primary Coverage.** For any claims related to this Agreement, the Business/Organization's insurance shall be primary insurance to the District's.

6. INDEMNIFICATION

- a. The Business/Organization agrees to indemnify and hold harmless the District and its Board, officers, employees and agents, against all claims, demands, damages, costs, and expenses of whatever nature. Including court costs and reasonable attorney fees, arising out of or resulting directly or indirectly from the negligent or intentional acts or omissions of the Business/Organization or its Board, officers or employees. Notwithstanding the foregoing, Business/Organization shall have no obligation under this section with respect to any loss that is caused by the sole negligence or willful misconduct of the District and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Business/Organization, its subcontractors or either' agent or employee, as determined by a court of competent jurisdiction.
- b. The District agrees to indemnify and hold harmless the Business/Organization and its Board, officers, employees and agents, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting directly or indirectly from the negligent or intentional acts or omissions of the District or its Board, officers or employees. Notwithstanding the foregoing, District shall have no obligation under this Section with respect to any Loss that is caused by the sole negligence or willful misconduct of Business/Organization and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by District, its subcontractors or either's agent or employee, as determined by a court of competent jurisdiction.

7. NON-DISCRIMINATION. The Parties agree that all Interns participating in the work-based learning experience pursuant to this Agreement shall not be discriminated against based on race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, veteran status, medical condition (cancer related or genetic characteristic) as defined California Government Code § 12926, citizenship, or any other protected status, within the limits imposed by law or agency policy. In the event of noncompliance by either party to this Agreement, it may be suspended in whole or in part.

8. NOTICE TO THE PARTIES. All notices to be given by the Parties hereto shall be via email and in writing and served by depositing the same in the United States Post Office, postage prepaid and registered, as follows:

Notice to the District	
DISTRICT SITE/ DEPT.	Partnerships & MTSS
HEAD OF SITE/ DEPT.	Stephanie Roberts, Director of Partnerships &

	MTSS
STREET ADDRESS	1026 Mohr Lane
CITY, STATE, ZIP	Concord, CA 94519
TELEPHONE	925-682-8000 x6203
EMAIL ADDRESS	robertss@mdusd.org

Notice to Business Organization	
BUSINESS/ORGANIZATION:	Concord Chamber of Commerce
CONTACT PERSON	Kevin Cabral
STREET ADDRESS	2280 Diamond Blvd Ste. 200
CITY, STATE, ZIP	Concord, CA 94520
TELEPHONE	925-685-1181
EMAIL	ceo@concordchamber.com

9. **TERMINATION.** This Agreement may be terminated by the mutual written agreement of both parties. Alternatively, either party may terminate this Agreement with fourteen (14) days prior written notice to the other. This Agreement may be terminated immediately by either party if there is a failure to comply with the terms and conditions provided in this Agreement.

10. **COMPLIANCE WITH LAWS AND BOARD POLICIES.** Business/Organization shall keep itself fully informed of applicable federal, state and local laws, regulations, orders, and District Board Policies and Administrative Regulation affecting the performance of, or necessary to ensure the safe and appropriate performance of this Agreement, and shall at all times comply with such laws, regulations, orders, District Board Policies, and Administrative Regulations as they may be amended from time to time.

11. **INDEPENDENT CONTRACTOR.** Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the District and Business/Organization or its agents and employees.

12. **MANDATED REPORTING OF SUSPECTED SEXUAL ABUSE.** To Business/Organizations agrees to comply with California Penal Code § 11165.7, with respect to reporting of sexual abuse to Child Protective Services ("CPS"). The requirement for this training is satisfied by completing a free training. See <https://www.cdss.ca.gov/inforesources/ocap/mrt>. Business/Organizations are requested, but not required to notify the District when a CPS report has been filed.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

By:

Title:

Date:

(Business/Organization Name) *Concord Chamber of Commerce*

By: *Kevin Cabral*

Title: *President/CEO*

Date: *May 28, 2024*

Appendix A

California Education Code 49160-49165

§ 49160. Permit to employ

No person, firm or corporation shall employ, suffer, or permit any minor under the age of 18 years to work in or in connection with any establishment or occupation except as provided in Section 49151 without a permit to employ, issued by the proper educational officers in accordance with law.

§ 49161. File of permits to employ

Every person, firm, corporation, or agent or officer of a firm or corporation, employing minors under the age of 18 years shall keep on file all permits to employ minors under the age of 18 years during the term of the employment.

§ 49162. Notification of intent to employ

The employer of any minor subject to this chapter shall send to the officer authorized to issue the permit to work a written notification of intent to employ a minor. The form of the intent to employ a minor shall be prescribed by the Department of Education and shall be furnished to the employer by the officer.

§ 49163. Content of notification

The notification of intent to employ a minor shall contain:

- (a) The name, address, phone number, and social security number of the minor.
- (b) The name, address, phone number, and supervisor at the minor's place of employment.
- (c) The kind of work the minor will perform.
- (d) The maximum number of hours per day and per week the student will be expected to work for the employer.
- (e) The signatures of the parent or guardian, of the minor, and of the employer.

§ 49164. Inspection; cancellation or revocation

Permits to work and to employ and certificates of age shall always be open to inspection by supervisors of attendance, probation officers, designees of the Labor Commissioner, and by officers of the Superintendent of Public Instruction. Every permit to work or to employ and every certificate of age shall be subject to cancellation at any time by the Superintendent of Public Instruction, the Labor Commissioner, or by the person issuing the permit or certificate whenever any person authorized to inspect such permits and certificates finds that the conditions for the legal issuance of the permit or certificate of age do not exist or did not exist at the time the permit or certificate was issued. A permit to work shall be revoked by the issuing authority when he is satisfied that the employment of the minor is impairing the health or education of the minor, or that any provision or condition of the permit is being violated, or that the minor is performing work in violation of any provision of law.

§ 49165. Permit; exemption for horseback riding exhibitions

Nothing in this article shall require a person to obtain a permit to employ in order for a minor to participate in horseback riding exhibitions, contests or events specified in paragraph (3) of subdivision (b) of Section 1308 of the Labor Code.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pacific Diversified Insurance Services 363 Civic Dr. Suite 100 Pleasant Hill, CA 94523	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 925-686-2860 E-MAIL ADDRESS: certificates@pdins.com FAX (A/C, No): 925-686-6118
INSURED Greater Concord Chamber Of Commerce 2280 Diamond Blvd., Ste. 200 Concord CA 94520	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company, Ltd INSURER B: Hartford Casualty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

License#: 0K07568
GREACON-03NAIC #
11000
29424**COVERAGES****CERTIFICATE NUMBER:** 693192844**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	57SBABI3686	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			57SBABI3686	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	57WECRT7953	6/1/2023	6/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As required by written contract, the following endorsements apply to the Certificate Holder and/or any other entity named in this section: General Liability
Additional Insured

CERTIFICATE HOLDER**CANCELLATION**Mt. Diablo Unified School District
1936 Carlotta Drive
Concord CA 94519

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: 57 SBA BI3686

CHANGE NUMBER: 002



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

MT. DIABLO UNIFIED SCHOOL DISTRICT ITS OFFICERS, OFFICIALS, AGENTS, VOLUNTEERS

Location(s) Of Covered Operations:

1936 CARLOTTA DR CONCORD, CA 94519

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section C. – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

MT. DIABLO UNIFIED SCHOOL DISTRICT ITS OFFICERS, OFFICIALS, AGENTS, VOLUNTEERS

Location And Description Of Completed Operations:

1936 CARLOTTA DR CONCORD, CA 94519

Section C. – Who Is An Insured is amended to include the following:

- a. The person(s) or organization(s) shown in the Schedule on the Declarations is also an additional insured, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" and at the location designated and described in the Location And Description Of Completed Operations Schedule in the Declarations performed for that additional insured and included in the "products-completed operations hazard".

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications, payment requests, manuals or instructions;

- (2) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
 - (3) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
 - (4) Monitoring, sampling, or testing service necessary to perform any of the services included in (1), (2) or (3) above;
 - (5) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in (1), (2) or (3) above;
- c. The insurance afforded to these additional insureds only applies to the extent permitted by law.



MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 Carlotta Drive, Room 18
Concord, California 94519
Phone (925) 682-8000 ext. 4002

Internship Agreement

5/30/2024
Concord Historical Society
THIS INTERNSHIP AGREEMENT ("Agreement"), dated for convenience is between Mt. Diablo Unified School District (the "District") and (the "Business/Organization"), collectively the "Parties" by and on behalf of its Mt. Diablo Youth Employment Services & Career Pathways Programs in order to provide internship placement(s) for District Intern(s) ("Intern(s)") in the Business/Organization, as detailed in this Agreement.

RECITALS

WHEREAS, the Business/Organization and the District have a mutual interest in training, supervising and hiring Interns to work at Business/Organization;

WHEREAS, the Parties agree that the purpose of this Agreement is to provide on-the-job types of training and learning experiences to Interns, in order to develop their occupational competencies; and

WHEREAS, the Parties agree that the Business/Organization benefits from this Agreement by gaining productive contributions by Interns in the workplace, positive publicity as a partner supporting youth, an opportunity to develop leadership and mentoring skills among its workforce, and an expanded potential hiring pool.

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In order to effectuate the purpose and benefits of this Agreement, the Parties agree to the terms and conditions provided below.

1. **TERM.** The term of this Agreement shall commence on June 1, 2024 and terminates on May 31, 2026. This Agreement shall become effective only upon proper execution by the Parties, and approval or ratification by the District's Board of Education in an open, noticed meeting

2. **RESPONSIBILITIES OF DISTRICT.**

- a. District will provide a Work Based Learning ("WBL Coordinator") as a single point of contact for Business/Organization and for oversight of interns for the duration of the internship period.
- b. The District will provide Intern(s) with a general orientation to effective work-ready essential skills including, but not limited to: adhering to agreed upon business/organizations' hours and schedule; appropriate workplace conduct, behavior, and dress; importance of respecting rules of confidentiality, safety and security; and procedures for communicating.

- c. The District will provide Intern(s) and the Business/Organization with an orientation regarding the goals and objectives of the internship(s).
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- e. The WBL Coordinator will obtain from Business/Organization specifics of the work required of Intern(s) and will identify Intern(s) to be interviewed and considered for placement, based on information provided by Business/Organization.
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- g. The WBL Coordinator will meet with Intern(s) and develop learning objectives for the Work Based Learning Plan & Evaluation . The WBL Coordinator will review those learning objectives with the Host Organization
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- j. In the event the WBL Coordinator is notified of a performance concern, they will consult with the Business/Organization supervisor and facilitate communication with Intern(s). Upon request by the Business/Organization to terminate the internship, the WBL Coordinator will facilitate the termination.
- k. District shall maintain all academic records of the Interns.
- l. The District will carry Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

3. RESPONSIBILITIES OF THE BUSINESS/ORGANIZATION.

- a. The Business/Organization will assign a liaison who will be directly responsible for supervising Intern(s). The Business/Organization will provide the District with the name(s), address(es), telephone number(s), and email of the liaison and the liaison will be provided with a copy of this Agreement before Interns begin work.
- b. The Business/Organization will provide supplemental training and assistance required to ensure that Intern(s) acquire the skills, knowledge, and ability to function satisfactorily as an employee in the Business/Organization's operation.
- c. The Business/Organization will document Intern(s) attendance, evaluate participant progress in accordance with procedures prescribed by the District, and maintain verification of time worked.
- d. The Business/Organization will accept from the District the mutually agreed upon number of Interns.
- e. The Business/Organization will maintain regular contact with the WBL Coordinator, including immediate contact whenever a concern arises about an

- Intern and/or their work experience.
- f. The Business/Organization will provide tasks, duties and projects that are relevant to the Intern('s') education and training. In the event the Business/Organization is no longer able to provide relevant work experience, it will immediately notify the WBL Coordinator, who will in turn notify the District.
 - g. The Business/Organization will provide the equipment, workspace, and technology necessary for Intern(s) to complete assigned tasks unless specific arrangements are made with the WBL Coordinator.
 - h. The Business/Organization will sign Intern('s') timesheets on a weekly basis, complete required intern performance assessments, and provide feedback to the WBL Coordinator.
 - i. The Business/Organization will provide a safe and supervised work environment for Intern(s).
 - j. The Business/Organization will allow WBL Coordinator with access to Intern(s) during the internship, as needed.
 - k. The Business/Organization may request that the WBL Coordinator remove the Intern(s) from the program if the Intern(s) does/do not perform satisfactorily, or fails or refuses to adhere to the Business/Organization's policies, procedures, rules and regulations. This includes requesting removal of Intern(s) who fail to adhere to appropriate behavior, dress and hygiene standards.
 - l. The Business/Organization will review with Intern(s) completed Internship Evaluation and provide feedback on Intern('s') performance.
 - m. The Business/Organization shall comply with the requirements of California Education Code §§ 49160-49165, provided in Appendix A, which is attached and incorporated by reference into this Agreement.
 - n. The Business/Organization shall comply with the requirements and provisions of California Education Code § 45125.1, including the following:
 - i. Designating at least one adult employee in the workplace during the Intern(s) work hours, who has direct contact with the Intern(s) as the "employee of record" who is responsible for the safety of the Intern(s); this may be the liaison; and
 - ii. Ensuring the "employee of record" has a valid criminal records summary as described in California Education Code § 44237, and allowing a District employee to make at least one visitation every three weeks to consult with the Intern('s') workplace employee of record, observe the Intern(s) at the workplace, and check in with the Intern(s) to ensure their health, safety, and welfare, including by addressing any concerns the Intern(s) have raised.

4. PROPRIETARY INFORMATION OF DISTRICT; STUDENT INFORMATION. Business/Organization agrees that, in connection with this Agreement, the Business/Organization may have access to proprietary and confidential information which may be owned or controlled by the District, the disclosure of which to third parties may be damaging to the District, its Board, employees or students. Business/Organization understands and agrees

that the disclosure of such information may violate state and/or federal law and may subject the Business/Organization to civil liability. Consequently, Business/Organization agrees that all information disclosed by the District to the Business/Organization or in which such information is collected or received by Business/Organization on the District's behalf shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Business/Organization shall exercise the same standard of care to protect such information as is used to protect its own proprietary and/or confidential information and in no case less than a reasonable standard of care.

- a. Business/Organization shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code §§ 49073 *et seq.* Business/Organization is prohibited from accessing or using confidential student information under this Agreement unless it first obtains prior written parental consent, or an exception to federal and state privacy laws that permit access to confidential student information applies. Even if access is permitted, Business/Organization shall not use confidential student data for any purpose other than providing services to the District pursuant to this Agreement. Business/Organization shall not re-disclose confidential student information to any third party without the prior written consent of the District and any such re-disclosure shall be consistent with state and federal law.

5. **INSURANCE.** Coverages for the duration of the Agreement—the Business/Organization shall maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the terms of this Agreement. Insurance shall cover the Business/Organization and its agents, representatives, employees or subcontractors and shall be in the following amounts and coverages.

- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- b. **Automobile Liability:** *If applicable*, ISO Form Number CA 00 01 covering any auto (Code 1), or if Work Site has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than \$250,000 per accident for bodily injury and property damage.
- c. The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - i. **Additional Insured Status.** The District shall be named as an additional insured by endorsement to the Business/Organization's Commercial General Liability policy with respect to liability arising out of work or operations performed pursuant the work-based learning experience.
 - ii. **Primary Coverage.** For any claims related to this Agreement, the Business/Organization's insurance shall be primary insurance to the District's.

6. INDEMNIFICATION

- a. The Business/Organization agrees to indemnify and hold harmless the District and its Board, officers, employees and agents, against all claims, demands, damages, costs, and expenses of whatever nature. Including court costs and reasonable attorney fees, arising out of or resulting directly or indirectly from the negligent or intentional acts or omissions of the Business/Organization or its Board, officers or employees. Notwithstanding the foregoing, Business/Organization shall have no obligation under this section with respect to any loss that is caused by the sole negligence or willful misconduct of the District and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Business/Organization, its subcontractors or either' agent or employee, as determined by a court of competent jurisdiction.
- b. The District agrees to indemnify and hold harmless the Business/Organization and its Board, officers, employees and agents, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting directly or indirectly from the negligent or intentional acts or omissions of the District or its Board, officers or employees. Notwithstanding the foregoing, District shall have no obligation under this Section with respect to any Loss that is caused by the sole negligence or willful misconduct of Business/Organization and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by District, its subcontractors or either's agent or employee, as determined by a court of competent jurisdiction.

7. NON-DISCRIMINATION. The Parties agree that all Interns participating in the work-based learning experience pursuant to this Agreement shall not be discriminated against based on race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, veteran status, medical condition (cancer related or genetic characteristic) as defined California Government Code § 12926, citizenship, or any other protected status, within the limits imposed by law or agency policy. In the event of noncompliance by either party to this Agreement, it may be suspended in whole or in part.

8. NOTICE TO THE PARTIES. All notices to be given by the Parties hereto shall be via email and in writing and served by depositing the same in the United States Post Office, postage prepaid and registered, as follows:

Notice to the District	
DISTRICT SITE/ DEPT.	Partnerships & MTSS
HEAD OF SITE/ DEPT.	Stephanie Roberts, Director of Partnerships &

	MTSS
STREET ADDRESS	1026 Mohr Lane
CITY, STATE, ZIP	Concord, CA 94519
TELEPHONE	925-682-8000 x6203
EMAIL ADDRESS	robertss@mdusd.org

Notice to Business Organization	
BUSINESS/ORGANIZATION:	Concord Historical Society
CONTACT PERSON	Vivian Boyd
STREET ADDRESS	P.O. Box 404 Concord 94522
CITY, STATE, ZIP	Concord, CA 94522
TELEPHONE	925-827-3386
EMAIL	vivian@concordhistorical.org

9. **TERMINATION.** This Agreement may be terminated by the mutual written agreement of both parties. Alternatively, either party may terminate this Agreement with fourteen (14) days prior written notice to the other. This Agreement may be terminated immediately by either party if there is a failure to comply with the terms and conditions provided in this Agreement.

10. **COMPLIANCE WITH LAWS AND BOARD POLICIES.** Business/Organization shall keep itself fully informed of applicable federal, state and local laws, regulations, orders, and District Board Policies and Administrative Regulation affecting the performance of, or necessary to ensure the safe and appropriate performance of this Agreement, and shall at all times comply with such laws, regulations, orders, District Board Policies, and Administrative Regulations as they may be amended from time to time.

11. **INDEPENDENT CONTRACTOR.** Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the District and Business/Organization or its agents and employees.

12. **MANDATED REPORTING OF SUSPECTED SEXUAL ABUSE.** To Business/Organizations agrees to comply with California Penal Code § 11165.7, with respect to reporting of sexual abuse to Child Protective Services ("CPS"). The requirement for this training is satisfied by completing a free training. See <https://www.cdss.ca.gov/inforesources/ocap/mrt>. Business/Organizations are requested, but not required to notify the District when a CPS report has been filed.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

By:

Title:

Date:

(Business/Organization Name)

By: Vivian Boyd

Title: 1st Vice ~~President~~ ^{President}

Date: May 30, 2021

Appendix A
California Education Code 49160-49165

§ 49160. Permit to employ

No person, firm or corporation shall employ, suffer, or permit any minor under the age of 18 years to work in or in connection with any establishment or occupation except as provided in Section 49151 without a permit to employ, issued by the proper educational officers in accordance with law.

§ 49161. File of permits to employ

Every person, firm, corporation, or agent or officer of a firm or corporation, employing minors under the age of 18 years shall keep on file all permits to employ minors under the age of 18 years during the term of the employment.

§ 49162. Notification of intent to employ

The employer of any minor subject to this chapter shall send to the officer authorized to issue the permit to work a written notification of intent to employ a minor. The form of the intent to employ a minor shall be prescribed by the Department of Education and shall be furnished to the employer by the officer.

§ 49163. Content of notification

The notification of intent to employ a minor shall contain:

- (a) The name, address, phone number, and social security number of the minor.
- (b) The name, address, phone number, and supervisor at the minor's place of employment.
- (c) The kind of work the minor will perform.
- (d) The maximum number of hours per day and per week the student will be expected to work for the employer.
- (e) The signatures of the parent or guardian, of the minor, and of the employer.

§ 49164. Inspection; cancellation or revocation

Permits to work and to employ and certificates of age shall always be open to inspection by supervisors of attendance, probation officers, designees of the Labor Commissioner, and by officers of the Superintendent of Public Instruction. Every permit to work or to employ and every certificate of age shall be subject to cancellation at any time by the Superintendent of Public Instruction, the Labor Commissioner, or by the person issuing the permit or certificate whenever any person authorized to inspect such permits and certificates finds that the conditions for the legal issuance of the permit or certificate of age do not exist or did not exist at the time the permit or certificate was issued. A permit to work shall be revoked by the issuing authority when he is satisfied that the employment of the minor is impairing the health or education of the minor, or that any provision or condition of the permit is being violated, or that the minor is performing work in violation of any provision of law.

§ 49165. Permit; exemption for horseback riding exhibitions

Nothing in this article shall require a person to obtain a permit to employ in order for a minor to participate in horseback riding exhibitions, contests or events specified in paragraph (3) of subdivision (b) of Section 1308 of the Labor Code.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Diablo Valley Insurance Agency, Inc. 185 Lennon Lane, Suite 200 Walnut Creek, CA 94598 License #: 0C26181	CONTACT NAME: JayMarie Garcia PHONE (A/C, No, Ext): (925)210-1717 E-MAIL: jay@diablovalleyinsurance.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits' Ins Alliance of Ca INSURER B: State Comp Insurance Fund INSURER C: INSURER D: INSURER E: INSURER F: NAIC # NIAC 35076
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COVERAGES **CERTIFICATE NUMBER: 00001626-374634** **REVISION NUMBER: 3**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: A AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			2023-27941	07/07/2023	07/07/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PER STATUTE \$ 1,000,000 E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
				9247105-2023	03/09/2023	03/09/2024	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Mt Diablo Unified School District its official, officers, directors, agents, employees and volunteers are an additional insured under the general liability coverage per blanket forms CG2026 12 19 & NIAC-E61 02 19 attached as respects to the MDUSD intern program with the IT department/class and the Concord Historical Society.

CERTIFICATE HOLDER Mt Diablo Unified School District (MSUSD) 1936 Carlotta Drive Concord, CA 94519	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>JayMarie Garcia</i> (JMG)
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

MT. DIABLO UNIFIED SCHOOL DISTRICT INTERNSHIP AGREEMENT

THIS INTERNSHIP AGREEMENT (“Agreement”) is between Mt. Diablo Unified School District (the “District”) and Fresh Approach (the “Business/Organization”), collectively the “Parties” by and on behalf of its Mt. Diablo Youth Employment Services & Career Pathways Programs in order to provide internship placement(s) for District Intern(s) (“Intern(s)”) in the Business/Organization, as detailed in this Agreement.

Whereas, the Business/Organization and the District have a mutual interest in training, supervising and hiring Interns to work at Business/Organization;

Whereas, the parties agree that the purpose of this Agreement is to provide on-the-job types of training and learning experiences to Interns, in order to develop their occupational competencies;

Whereas, the parties agree that the Business/Organization benefits from this Agreement by gaining productive contributions by Interns in the workplace, positive publicity as a partner supporting youth, an opportunity to develop leadership and mentoring skills among its workforce, and an expanded potential hiring pool.

In order to effectuate the purpose and benefits of this Agreement, the parties further agree to the terms and conditions provided below.

1. TERM

The term of this Agreement shall commence on June 1, 2024 and end on May 31, 2026.

2. RESPONSIBILITIES OF DISTRICT

A. District will provide a Work Based Learning (“WBL Coordinator”) as a single point of contact for Business/Organization and for oversight of interns for the duration of the internship period.

B. The District will provide Intern(s) with a general orientation to effective work-ready essential skills including, but not limited to:

- Adhering to agreed upon Business/Organizations’ hours and schedule
- Appropriate workplace conduct, behavior, and dress
- Importance of respecting rules of confidentiality, safety and security
- Procedures for communicating

C. The District will provide Intern(s) and the Business/Organization with an orientation regarding the goals and objectives of the internship(s).

D. The District will provide Intern(s) with a curriculum and instruction focused on workplace issues, skill-building and career development.

E. The WBL Coordinator will obtain from Business/Organization specifics of the work required of Intern(s) and will identify Intern(s) to be interviewed and considered for placement, based on information provided by Business/Organization.

F. The WBL Coordinator will provide Intern(s) with all necessary information regarding the Business/Organization and will ensure that Intern(s) have signed an Internship Agreement prior to the start of the internship.

G. The WBL Coordinator will meet with Intern(s) and develop learning objectives for the Work Based Learning Plan & Evaluation . The WBL Coordinator will review those learning objectives with the Host Organization

H. The WBL Coordinator will provide the Business/Organization with an Internship Evaluation to be completed at the end of the internship.

I. The WBL Coordinator will have regular contact with the Intern(s) and Business/Organization for the purpose of monitoring intern performance and progress.

K. In the event the WBL Coordinator is notified of a performance concern, they will consult with Business/Organization supervisor and facilitate communication with Intern(s). Upon request by Business/Organization to terminate internship, the WBL Coordinator will facilitate the termination.

K. District shall maintain all academic records of the Interns.

L. The District will carry Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

3. RESPONSIBILITIES OF THE BUSINESS/ORGANIZATION

A. The Business/Organization will assign a liaison who will be directly responsible for supervising Intern(s). The Business/Organization will provide the District with the name(s), address(es), and telephone number(s) of the liaison and the liaison will be provided with a copy of this Agreement before Interns begin work.

B. The Business/Organization will provide supplemental training and assistance required to ensure that Intern(s) acquire the skills, knowledge, and ability to function satisfactorily as an employee in the Business/Organization's operation.

C. The Business/Organization will document Intern('s') attendance, evaluate participant

progress in accordance with procedures prescribed by District, and maintain verification of time worked.

D. The Business/Organization will accept from the District the mutually agreed upon number of Interns.

E. The Business/Organization will maintain regular contact with the WBL Coordinator, including immediate contact whenever a concern arises about an Intern and/or their work experience.

F. The Business/Organization will provide tasks, duties and projects that are relevant to the Intern('s') education and training. In the event the Business/Organization is no longer able to provide relevant work experience, it will immediately notify the WBL Coordinator, who will in turn notify the District.

G. The Business/Organization will provide the equipment, workspace, and technology necessary for Intern(s) to complete assigned tasks unless specific arrangements are made with the WBL Coordinator.

H. The Business/Organization will sign Intern('s') timesheets on a weekly basis, complete required intern performance assessments, and provide feedback to the WBL Coordinator.

I. The Business/Organization will provide a safe and supervised work environment for Intern(s).

J. The Business/Organization will allow WBL Coordinator with access to Intern(s) during the internship, as needed.

K. The Business/Organization may request that the WBL Coordinator remove the Intern(s) from the program if the Intern(s) does/do not perform satisfactorily, or fails or refuses to adhere to the Business/Organization's policies, procedures, rules and regulations. This includes requesting removal of Intern(s) who fail to adhere to appropriate behavior, dress and hygiene standards.

L. The Business/Organization will review with Intern(s) completed Internship Evaluation and provide feedback on Intern('s') performance.

M. The Business/Organization will comply with the requirements of California Education Code sections 49160-49165, provided in Appendix A, which is attached and incorporated by reference into this Agreement.

N. The Business/Organization will comply with the requirements and provisions of California Education Code section 45125.1, by doing the following:

i. Designating at least one adult employee in the workplace during the Intern(s) work hours, who has direct contact with the Intern(s) as the “employee of record” who is responsible for the safety of the Intern(s); this may be the liaison,

ii. Ensuring the “employee of record” has a valid criminal records summary as described in California Education Code section 44237, and iii. Allowing a District employee to make at least one visitation every three weeks to consult with the Intern(s) workplace employee of record, observe the Intern(s) at the workplace, and check in with the Intern(s) to ensure their health, safety, and welfare, including by addressing any concerns the Intern(s) have raised.

4. CONFIDENTIAL STUDENT INFORMATION

The Business/Organization understands and agrees that, in connection with this Agreement, it may have access to confidential and personally identifiable Intern information, the disclosure of which to third-parties may be damaging to Intern(s). Consequently, the Business/Organization agrees that all Intern information disclosed by the District to the Business/Organization shall only be used in performance of this Agreement unless disclosure is required by law or court order.

5. INSURANCE

A. Coverages: for the duration of the Agreement, the Business/Organization shall maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the terms of this Agreement. Insurance shall cover the Business/Organization and its agents, representatives, employees or subcontractors and shall be in the following amounts and coverages.

i. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate.

ii. **Automobile Liability:** *If applicable*, ISO Form Number CA 00 01 covering any auto (Code 1), or if Work Site has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$250,000** per accident for bodily injury and property damage.

B. The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. Additional Insured Status

Business/Organization's Commercial General Liability policy with respect to liability arising out of work or operations performed pursuant the work-based learning experience.

ii. Primary Coverage

For any claims related to this Agreement, the Business/Organization's insurance shall be primary insurance to the District's.

6. INDEMNIFICATION

A. The Business/Organization agrees to indemnify and hold harmless the District and its Board, officers, employees and agents, against all claims, demands, damages, costs, and expenses of whatever nature. Including court costs and reasonable attorney fees, arising out of or resulting directly or indirectly from the negligent or intentional acts or omissions of the Business/Organization or its Board, officers or employees.

Notwithstanding the foregoing, Business/Organization shall have no obligation under this section with respect to any loss that is caused by the sole negligence or willful misconduct of the District and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Business/Organization, its subcontractors or either' agent or employee, as determined by a court of competent jurisdiction.

B. The District agrees to indemnify and hold harmless the Business/Organization and its Board, officers, employees and agents, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting directly or indirectly from the negligent or intentional acts or omissions of the District or its Board, officers or employees. Notwithstanding the foregoing, District shall have no obligation under this Section with respect to any Loss that is caused by the sole negligence or willful misconduct of Business/Organization and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by District, its subcontractors or either's agent or employee, as determined by a court of competent jurisdiction.

7. NON-DISCRIMINATION

The parties agree that all Interns participating in the work-based learning experience pursuant to this Agreement shall not be discriminated against based on race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, veteran status, medical condition (cancer related or genetic characteristic) as defined in section 12926 of the California Government Code, citizenship, or any other protected status, within the limits imposed by law or agency policy.

In the event of noncompliance by either party to this Agreement, it may be suspended in whole or in part. 4868-5037-1999, v. 2

8. NOTICE TO THE PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and registered, as follows:

NOTICE TO THE DISTRICT:

DISTRICT SITE/ DEPT.	Partnerships & MTSS
HEAD OF SITE/ DEPT.	Stephanie Roberts
STREET ADDRESS	1026 Mohr Ln
CITY, STATE, ZIP	Concord, CA 94519
TELEPHONE	925-682-8000 x6203
FAX	N/A
EMAIL ADDRESS	robertss@mdusd.org

NOTICE TO THE BUSINESS / ORGANIZATION:

BUSINESS/ORGANIZATION:	Fresh Approach
CONTACT PERSON	Shelby Bustria, Community Engagement Program Manager
STREET ADDRESS	5060 Commercial Circle, Ste C.
CITY, STATE, ZIP	Concord, CA 94520

4868-5037-1999, v. 2

TELEPHONE	(925) 771-2990
FAX	n/a
EMAIL ADDRESS	shelbybustria@freshapproach.org

7. TERMINATION

This Agreement may be terminated by the mutual written agreement of both parties. Alternatively, either party may terminate this Agreement with fourteen (14) days prior written notice to the other. This Agreement may be terminated immediately by either party if there is a failure to comply with the terms and conditions provided in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

By:

Title:

Date:

(Business/Organization Name)

By:



Title: Community Engagement Program Manager

Date: 4/3/2024



Appendix A

California Education Code 49160-49165

Mt. Diablo Unified School District

49160.

No person, firm or corporation shall employ, suffer, or permit any minor under the age of 18 years to work in or in connection with any establishment or occupation except as provided in Section 49151 without a permit to employ, issued by the proper educational officers in accordance with law.

(Enacted by Stats. 1976, Ch. 1010.)

49161.

Every person, firm, corporation, or agent or officer of a firm or corporation, employing minors under the age of 18 years shall keep on file all permits to employ minors under the age of 18 years during the term of the employment.

(Enacted by Stats. 1976, Ch. 1010.)

49162.

The employer of any minor subject to this chapter shall send to the officer authorized to issue the permit to work a written notification of intent to employ a minor. The form of the intent to employ a minor shall be prescribed by the Department of Education and shall be furnished to the employer by the officer.

(Enacted by Stats. 1976, Ch. 1010.)

49163.

The notification of intent to employ a minor shall contain:

- (a) The name, address, phone number, and social security number of the minor.
- (b) The name, address, phone number, and supervisor at the minor's place of employment.

(c) The kind of work the minor will perform.

(d) The maximum number of hours per day and per week the student will be expected to work for the employer.

(e) The signatures of the parent or guardian, of the minor, and of the employer.

(Enacted by Stats. 1976, Ch. 1010.)

49164.

Permits to work and to employ and certificates of age shall always be open to inspection by supervisors of attendance, probation officers, designees of the Labor Commissioner, and by officers of the Superintendent of Public Instruction. Every permit to work or to employ and every certificate of age shall be subject to cancellation at any time by the Superintendent of Public Instruction, the Labor Commissioner, or by the person issuing the permit or certificate whenever any person authorized to inspect such permits and certificates finds that the conditions for the legal issuance of the permit or certificate of age do not exist or did not exist at the time the permit or certificate was issued. A permit to work shall be revoked by the issuing authority when he is satisfied that the employment of the minor is impairing the health or education of the minor, or that any provision or condition of the permit is being violated, or that the minor is performing work in violation of any provision of law.

(Enacted by Stats. 1976, Ch. 1010.)

49165.

Nothing in this article shall require a person to obtain a permit to employ in order for a minor to participate in horseback riding exhibitions, contests or events specified in paragraph (3) of subdivision (b) of Section 1308 of the Labor Code.

(Enacted by Stats. 1976, Ch. 1010.)



MT. DIABLO UNIFIED SCHOOL DISTRICT

1936 Carlotta Drive, Room 18
Concord, California 94519
Phone (925) 682-8000 ext. 4002

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This Addendum, dated for convenience May 31, 2024, is incorporated into the Internship Agreement between Mt. Diablo Unified School District (the "District") and Fresh Approach (the "Business/Organization"). This Agreement shall become effective only upon proper execution by the Parties, and approval or ratification by the District's Board of Education in an open, noticed meeting

The following sections are incorporated as if fully set out in the Internship Agreement:

1. **PROPRIETARY INFORMATION OF DISTRICT; STUDENT INFORMATION.**
Business/Organization agrees that, in connection with this Agreement, the Business/Organization may have access to proprietary and confidential information which may be owned or controlled by the District, the disclosure of which to third parties may be damaging to the District, its Board, employees or students. Business/Organization understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Business/Organization to civil liability. Consequently, Business/Organization agrees that all information disclosed by the District to the Business/Organization or in which such information is collected or received by Business/Organization on the District's behalf shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Business/Organization shall exercise the same standard of care to protect such information as is used to protect its own proprietary and/or confidential information and in no case less than a reasonable standard of care.
 - a. Business/Organization shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code §§ 49073 *et seq.* Business/Organization is prohibited from accessing or using confidential student information under this Agreement unless it first obtains prior written parental consent, or an exception to federal and state privacy laws that permit access to confidential student information applies. Even if access is permitted, Business/Organization shall not use confidential student data for any purpose other than providing services to the District pursuant to this Agreement. Business/Organization shall not re-disclose confidential student information to any third party without the prior written consent of the District and any such re-disclosure shall be consistent with state and federal law.
2. **COMPLIANCE WITH LAWS AND BOARD POLICIES.** Business/Organization shall keep itself fully informed of applicable federal, state and local laws, regulations, orders, and District Board Policies and Administrative Regulation affecting the performance of, or necessary to ensure the safe and appropriate performance of this Agreement, and shall at all times comply with such laws, regulations, orders, District Board Policies, and Administrative Regulations as they may be amended from time to time.
3. **MANDATED REPORTING OF SUSPECTED SEXUAL ABUSE.** To Business/Organizations agrees to comply with California Penal Code § 11165.7, with respect to reporting of sexual abuse to Child Protective Services ("CPS"). The requirement

for this training is satisfied by completing a free training. See <https://www.cdss.ca.gov/inforesources/ocap/mrt>. Business/Organizations are requested, but not required to notify the District when a CPS report has been filed.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

By:

Title:

Date:

(Business/Organization Name)

By:



Title: Community Engagement Program Manager

Date: 5/31/2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER InterWest Insurance Services, LLC P.O. Box 255188 Sacramento CA 95865-5188	CONTACT NAME: Linda Mickey, Account Manager PHONE (A/C, No, Ext): 530-897-3193 E-MAIL ADDRESS: lmickey@iwins.com FAX (A/C, No):
INSURED Fresh Approach, and DBA: Collective Roots 5060 Commercial Circle, Suite C Concord CA 94520	INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits' Insurance Alliance of California INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

License#: 0B01094
FRESAPP-01NAIC #
11845**COVERAGES****CERTIFICATE NUMBER:** 1065389355**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ISC: \$1MM/\$1MM GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	2023-25890	8/7/2023	8/7/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Liquor Liability \$ \$1MM/\$1MM
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> CompDed\$1000 <input checked="" type="checkbox"/> CollDed\$1000	Y	Y	2023-25890	8/7/2023	8/7/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			2023-25890-UMB	8/7/2023	8/7/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property Section Special Form, RC, Theft Included			2023-25890-PROP	8/7/2023	8/7/2024	BPP:Bus. Pers. Proper Deductible 28,080 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured status applies to requested entities if required by written contract per the attached policy form/endorsement(s). Waiver of subrogation applies to requested entities if required by written contract per the attached policy form/endorsement(s). Primary non-contributory applies to requested entities if required by written contract per the attached policy form/endorsement(s).

*ISC = Improper Sexual Conduct & Physical Abuse Liability

Mount Diablo Unified School District is named as an Additional Insured in respects to General Liability and Automobile Liability with Primary & Non-Contributory and Waiver of Subrogation status being applied, only for the Named Insured's normal work when required by written contract, permit or agreement as stated in the following policy forms. RE: Use of Facility - Mount Diablo High School during the Named Insured's current policy term. Policy cancellation terms apply per policy form.

CERTIFICATE HOLDER**CANCELLATION**Mount Diablo Unified School District
1936 Carlotta Dr.
Concord CA 94519-1397

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

MT. DIABLO UNIFIED SCHOOL DISTRICT INTERNSHIP AGREEMENT

THIS INTERNSHIP AGREEMENT ("Agreement") is between Mt. Diablo Unified School District (the "District") and Monument Crisis Center (the "Business/Organization"), collectively the "Parties" by and on behalf of its Mt. Diablo Youth Employment Services & Career Pathways Programs in order to provide internship placement(s) for District Intern(s) ("Intern(s)") in the Business/Organization, as detailed in this Agreement.

Whereas, the Business/Organization and the District have a mutual interest in training, supervising and hiring Interns to work at Business/Organization;

Whereas, the parties agree that the purpose of this Agreement is to provide on-the-job types of training and learning experiences to Interns, in order to develop their occupational competencies;

Whereas, the parties agree that the Business/Organization benefits from this Agreement by gaining productive contributions by Interns in the workplace, positive publicity as a partner supporting youth, an opportunity to develop leadership and mentoring skills among its workforce, and an expanded potential hiring pool.

In order to effectuate the purpose and benefits of this Agreement, the parties further agree to the terms and conditions provided below.

1. TERM

The term of this Agreement shall commence on June 1, 2024 and end on May 31, 2026.

2. RESPONSIBILITIES OF DISTRICT

A. District will provide a Work Based Learning ("WBL Coordinator") as a single point of contact for Business/Organization and for oversight of interns for the duration of the internship period.

B. The District will provide Intern(s) with a general orientation to effective work-ready essential skills including, but not limited to:

- Adhering to agreed upon Business/Organizations' hours and schedule
- Appropriate workplace conduct, behavior, and dress
- Importance of respecting rules of confidentiality, safety and security
- Procedures for communicating

C. The District will provide Intern(s) and the Business/Organization with an orientation regarding the goals and objectives of the internship(s).

- D. The District will provide Intern(s) with a curriculum and instruction focused on workplace issues, skill-building and career development.
- E. The WBL Coordinator will obtain from Business/Organization specifics of the work required of Intern(s) and will identify Intern(s) to be interviewed and considered for placement, based on information provided by Business/Organization.
- F. The WBL Coordinator will provide Intern(s) with all necessary information regarding the Business/Organization and will ensure that Intern(s) have signed an Internship Agreement prior to the start of the internship.
- G. The WBL Coordinator will meet with Intern(s) and develop learning objectives for the Work Based Learning Plan & Evaluation . The WBL Coordinator will review those learning objectives with the Host Organization
- H. The WBL Coordinator will provide the Business/Organization with an Internship Evaluation to be completed at the end of the internship.
- I. The WBL Coordinator will have regular contact with the Intern(s) and Business/Organization for the purpose of monitoring intern performance and progress.
- K. In the event the WBL Coordinator is notified of a performance concern, they will consult with Business/Organization supervisor and facilitate communication with Intern(s). Upon request by Business/Organization to terminate internship, the WBL Coordinator will facilitate the termination.
- K. District shall maintain all academic records of the Interns.
- L. The District will carry Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

3. RESPONSIBILITIES OF THE BUSINESS/ORGANIZATION

- A. The Business/Organization will assign a liaison who will be directly responsible for supervising Intern(s). The Business/Organization will provide the District with the name(s), address(es), and telephone number(s) of the liaison and the liaison will be provided with a copy of this Agreement before Interns begin work.
- B. The Business/Organization will provide supplemental training and assistance required to ensure that Intern(s) acquire the skills, knowledge, and ability to function satisfactorily as an employee in the Business/Organization's operation.

C. The Business/Organization will document Intern('s') attendance, evaluate participant progress in accordance with procedures prescribed by District, and maintain verification of time worked.

D. The Business/Organization will accept from the District the mutually agreed upon number of Interns.

E. The Business/Organization will maintain regular contact with the WBL Coordinator, including immediate contact whenever a concern arises about an Intern and/or their work experience.

F. The Business/Organization will provide tasks, duties and projects that are relevant to the Intern('s') education and training. In the event the Business/Organization is no longer able to provide relevant work experience, it will immediately notify the WBL Coordinator, who will in turn notify the District.

G. The Business/Organization will provide the equipment, workspace, and technology necessary for Intern(s) to complete assigned tasks unless specific arrangements are made with the WBL Coordinator.

H. The Business/Organization will sign Intern('s') timesheets on a weekly basis, complete required intern performance assessments, and provide feedback to the WBL Coordinator.

I. The Business/Organization will provide a safe and supervised work environment for Intern(s).

J. The Business/Organization will allow WBL Coordinator with access to Intern(s) during the internship, as needed.

K. The Business/Organization may request that the WBL Coordinator remove the Intern(s) from the program if the Intern(s) does/do not perform satisfactorily, or fails or refuses to adhere to the Business/Organization's policies, procedures, rules and regulations. This includes requesting removal of Intern(s) who fail to adhere to appropriate behavior, dress and hygiene standards.

L. The Business/Organization will review with Intern(s) completed Internship Evaluation and provide feedback on Intern('s') performance.

M. The Business/Organization will comply with the requirements of California Education Code sections 49160-49165, provided in Appendix A, which is attached and incorporated by reference into this Agreement.

N. The Business/Organization will comply with the requirements and provisions of California Education Code section 45125.1, by doing the following:

- i. Designating at least one adult employee in the workplace during the Intern(s) work hours, who has direct contact with the Intern(s) as the “employee of record” who is responsible for the safety of the Intern(s); this may be the liaison,
- ii. Ensuring the “employee of record” has a valid criminal records summary as described in California Education Code section 44237, and
- iii. Allowing a District employee to make at least one visitation every three weeks to consult with the Intern(s) workplace employee of record, observe the Intern(s) at the workplace, and check in with the Intern(s) to ensure their health, safety, and welfare, including by addressing any concerns the Intern(s) have raised.

4. CONFIDENTIAL STUDENT INFORMATION

The Business/Organization understands and agrees that, in connection with this Agreement, it may have access to confidential and personally identifiable Intern information, the disclosure of which to third-parties may be damaging to Intern(s). Consequently, the Business/Organization agrees that all Intern information disclosed by the District to the Business/Organization shall only be used in performance of this Agreement unless disclosure is required by law or court order.

5. INSURANCE

A. Coverages: for the duration of the Agreement, the Business/Organization shall maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the terms of this Agreement. Insurance shall cover the Business/Organization and its agents, representatives, employees or subcontractors and shall be in the following amounts and coverages.

- i. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate.

- ii. **Automobile Liability:** *If applicable*, ISO Form Number CA 00 01 covering any auto (Code 1), or if Work Site has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$250,000** per accident for bodily injury and property damage.

B. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. **Additional Insured Status**

The District shall be named as an additional insured by endorsement to the Business/Organization's Commercial General Liability policy with respect to liability arising out of work or operations performed pursuant the work-based learning experience.

ii. Primary Coverage

For any claims related to this Agreement, the Business/Organization's insurance shall be primary insurance to the District's.

6. INDEMNIFICATION

A. The Business/Organization agrees to indemnify and hold harmless the District and its Board, officers, employees and agents, against all claims, demands, damages, costs, and expenses of whatever nature. Including court costs and reasonable attorney fees, arising out of or resulting directly or indirectly from the negligent or intentional acts or omissions of the Business/Organization or its Board, officers or employees. Notwithstanding the foregoing, Business/Organization shall have no obligation under this section with respect to any loss that is caused by the sole negligence or willful misconduct of the District and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Business/Organization, its subcontractors or either' agent or employee, as determined by a court of competent jurisdiction.

B. The District agrees to indemnify and hold harmless the Business/Organization and its Board, officers, employees and agents, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting directly or indirectly from the negligent or intentional acts or omissions of the District or its Board, officers or employees. Notwithstanding the foregoing, District shall have no obligation under this Section with respect to any Loss that is caused by the sole negligence or willful misconduct of Business/Organization and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by District, its subcontractors or either's agent or employee, as determined by a court of competent jurisdiction.

7. NON-DISCRIMINATION

The parties agree that all Interns participating in the work-based learning experience pursuant to this Agreement shall not be discriminated against based on race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, veteran status, medical condition (cancer related or genetic characteristic) as defined in section 12926 of the California Government Code, citizenship, or any other protected status, within the limits imposed by law or agency policy.

In the event of noncompliance by either party to this Agreement, it may be suspended in whole or in part.

8. NOTICE TO THE PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and registered, as follows:

NOTICE TO THE DISTRICT:

DISTRICT SITE/ DEPT.	Partnerships 3 MTSS
HEAD OF SITE/ DEPT.	Stephanie Roberts
STREET ADDRESS	1026 Mohr Ln
CITY, STATE, ZIP	Concord, CA 94519
TELEPHONE	925-682-8000 x6203
FAX	N/A
EMAIL ADDRESS	RobertSS@mdusd.org

NOTICE TO THE BUSINESS / ORGANIZATION:

BUSINESS/ORGANIZATION: Monument Crisis Center	
CONTACT PERSON Karla Tinajero Salazar	
STREET ADDRESS 1990 Market Street	
CITY, STATE, ZIP Concord, CA 94520	

TELEPHONE (925) 222 6862	
FAX N/A	
EMAIL ADDRESS KTinajero @ MonumentCrisisCenter.org	

7. TERMINATION

This Agreement may be terminated by the mutual written agreement of both parties. Alternatively, either party may terminate this Agreement with fourteen (14) days prior written notice to the other. This Agreement may be terminated immediately by either party if there is a failure to comply with the terms and conditions provided in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

By: _____

Title: _____

Date: _____

(Business/Organization Name)

By: Sandra Schen

Title: Executive Director

Date: 2/21/24



MT. DIABLO UNIFIED SCHOOL DISTRICT

1936 Carlotta Drive, Room 18
Concord, California 94519
Phone (925) 682-8000 ext. 4002

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This Addendum, dated for convenience 5/29/2024, is incorporated into the Internship Agreement between Mt. Diablo Unified School District (the "District") and Monument Crisis Center (the "Business/Organization"). This Agreement shall become effective only upon proper execution by the Parties, and approval or ratification by the District's Board of Education in an open, noticed meeting.

The following sections are incorporated as if fully set out in the Internship Agreement:

1. **PROPRIETARY INFORMATION OF DISTRICT; STUDENT INFORMATION.**
Business/Organization agrees that, in connection with this Agreement, the Business/Organization may have access to proprietary and confidential information which may be owned or controlled by the District, the disclosure of which to third parties may be damaging to the District, its Board, employees or students. Business/Organization understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Business/Organization to civil liability. Consequently, Business/Organization agrees that all information disclosed by the District to the Business/Organization or in which such information is collected or received by Business/Organization on the District's behalf shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Business/Organization shall exercise the same standard of care to protect such information as is used to protect its own proprietary and/or confidential information and in no case less than a reasonable standard of care.
 - a. Business/Organization shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code §§ 49073 *et seq.* Business/Organization is prohibited from accessing or using confidential student information under this Agreement unless it first obtains prior written parental consent, or an exception to federal and state privacy laws that permit access to confidential student information applies. Even if access is permitted, Business/Organization shall not use confidential student data for any purpose other than providing services to the District pursuant to this Agreement. Business/Organization shall not re-disclose confidential student information to any third party without the prior written consent of the District and any such re-disclosure shall be consistent with state and federal law.
2. **COMPLIANCE WITH LAWS AND BOARD POLICIES.** Business/Organization shall keep itself fully informed of applicable federal, state and local laws, regulations, orders, and District Board Policies and Administrative Regulation affecting the performance of, or necessary to ensure the safe and appropriate performance of this Agreement, and shall at all times comply with such laws, regulations, orders, District Board Policies, and Administrative Regulations as they may be amended from time to time.
3. **MANDATED REPORTING OF SUSPECTED SEXUAL ABUSE.** To Business/Organizations agrees to comply with California Penal Code § 11165.7, with respect to reporting of sexual abuse to Child Protective Services ("CPS"). The requirement

for this training is satisfied by completing a free training. See <https://www.cdss.ca.gov/inforesources/ocap/mrt>. Business/Organizations are requested, but not required to notify the District when a CPS report has been filed.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

By:

Title:

Date:

Monument Crisis Center

By:



Title: Executive Director

Date: 5/29/2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/07/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Diablo Valley Insurance Agency, Inc. 185 Lennon Lane, Suite 200 Walnut Creek, CA 94598 License #: 0C26181	CONTACT NAME: JayMarie Garcia PHONE (A/C, No, Ext): (925)210-1717 x135 E-MAIL: jay@diablovalleyinsurance.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits' Ins Alliance of Ca INSURER B: Markel Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): (925)210-1818 NAIC # NIAC 38970F
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COVERAGES **CERTIFICATE NUMBER: 00004369-1019209** **REVISION NUMBER: 48**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ISCImpproper Sexual <input checked="" type="checkbox"/> Conduct \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		2023-13893	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2023-13893	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			2023-13893-UMB	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 FOLLOWING FORM \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC0170544-04	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$ 1,000,000 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Services for Low Income Mt. Diablo Unified School District, its officers, officials, agents, employees, and volunteers are named additional insured but only as their interest may appear as respects to their interest in the above named insured's operations per blanket forms CG 2026 (12 19) and NIAC E61 (02-19) attached. Evidencing auto liability, workers compensation, and Umbrella/Following Form Liability.

CERTIFICATE HOLDER**CANCELLATION**

Mt. Diablo Unified School Dist Student Services Department 1936 Carlotta Drive Concord, CA 94519	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>JayMarie Garcia</i> (JMG)
---	--

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**MT. DIABLO UNIFIED SCHOOL DISTRICT
INTERNSHIP AGREEMENT**

THIS INTERNSHIP AGREEMENT ("Agreement") is between Mt. Diablo Unified School District (the "District") and On-Site Health & Safety (the "Business/Organization"), collectively the "Parties" by and on behalf of its Mt. Diablo Youth Employment Services & Career Pathways Programs in order to provide internship placement(s) for District Intern(s) ("Intern(s)") in the Business/Organization, as detailed in this Agreement.

Whereas, the Business/Organization and the District have a mutual interest in training, supervising and hiring Interns to work at Business/Organization;

Whereas, the parties agree that the purpose of this Agreement is to provide on-the-job types of training and learning experiences to Interns, in order to develop their occupational competencies;

Whereas, the parties agree that the Business/Organization benefits from this Agreement by gaining productive contributions by Interns in the workplace, positive publicity as a partner supporting youth, an opportunity to develop leadership and mentoring skills among its workforce, and an expanded potential hiring pool.

In order to effectuate the purpose and benefits of this Agreement, the parties further agree to the terms and conditions provided below.

1. TERM

The term of this Agreement shall commence on June 1, 2024 and end on May 31, 2026.

2. RESPONSIBILITIES OF DISTRICT

A. District will provide a Work Based Learning ("WBL Coordinator") as a single point of contact for Business/Organization and for oversight of interns for the duration of the internship period.

B. The District will provide Intern(s) with a general orientation to effective work-ready essential skills including, but not limited to:

- Adhering to agreed upon Business/Organizations' hours and schedule ·
- Appropriate workplace conduct, behavior, and dress
- Importance of respecting rules of confidentiality, safety and security ·
- Procedures for communicating

C. The District will provide Intern(s) and the Business/Organization with an orientation regarding the goals and objectives of the internship(s).

D. The District will provide Intern(s) with a curriculum and instruction focused on workplace issues, skill-building and career development.

E. The WBL Coordinator will obtain from Business/Organization specifics of the work required of Intern(s) and will identify Intern(s) to be interviewed and considered for placement, based on information provided by Business/Organization.

F. The WBL Coordinator will provide Intern(s) with all necessary information regarding the Business/Organization and will ensure that Intern(s) have signed an Internship Agreement prior to the start of the internship.

G. The WBL Coordinator will meet with Intern(s) and develop learning objectives for the Work Based Learning Plan & Evaluation . The WBL Coordinator will review those learning objectives with the Host Organization

H. The WBL Coordinator will provide the Business/Organization with an Internship Evaluation to be completed at the end of the internship.

I. The WBL Coordinator will have regular contact with the Intern(s) and Business/Organization for the purpose of monitoring intern performance and progress.

K. In the event the WBL Coordinator is notified of a performance concern, they will consult with Business/Organization supervisor and facilitate communication with Intern(s). Upon request by Business/Organization to terminate internship, the WBL Coordinator will facilitate the termination.

K. District shall maintain all academic records of the Interns.

L. The District will carry Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

3. RESPONSIBILITIES OF THE BUSINESS/ORGANIZATION

A. The Business/Organization will assign a liaison who will be directly responsible for supervising Intern(s). The Business/Organization will provide the District with the name(s), address(es), and telephone number(s) of the liaison and the liaison will be provided with a copy of this Agreement before Interns begin work.

B. The Business/Organization will provide supplemental training and assistance required to ensure that Intern(s) acquire the skills, knowledge, and ability to function satisfactorily as an employee in the Business/Organization's operation.

C. The Business/Organization will document Intern('s') attendance, evaluate participant

progress in accordance with procedures prescribed by District, and maintain verification of time worked.

D. The Business/Organization will accept from the District the mutually agreed upon number of Interns.

E. The Business/Organization will maintain regular contact with the WBL Coordinator, including immediate contact whenever a concern arises about an Intern and/or their work experience.

F. The Business/Organization will provide tasks, duties and projects that are relevant to the Intern('s') education and training. In the event the Business/Organization is no longer able to provide relevant work experience, it will immediately notify the WBL Coordinator, who will in turn notify the District.

G. The Business/Organization will provide the equipment, workspace, and technology necessary for Intern(s) to complete assigned tasks unless specific arrangements are made with the WBL Coordinator.

H. The Business/Organization will sign Intern('s') timesheets on a weekly basis, complete required intern performance assessments, and provide feedback to the WBL Coordinator.

I. The Business/Organization will provide a safe and supervised work environment for Intern(s).

J. The Business/Organization will allow WBL Coordinator with access to Intern(s) during the internship, as needed.

K. The Business/Organization may request that the WBL Coordinator remove the Intern(s) from the program if the Intern(s) does/do not perform satisfactorily, or fails or refuses to adhere to the Business/Organization's policies, procedures, rules and regulations. This includes requesting removal of Intern(s) who fail to adhere to appropriate behavior, dress and hygiene standards.

L. The Business/Organization will review with Intern(s) completed Internship Evaluation and provide feedback on Intern('s') performance.

M. The Business/Organization will comply with the requirements of California Education Code sections 49160-49165, provided in Appendix A, which is attached and incorporated by reference into this Agreement.

N. The Business/Organization will comply with the requirements and provisions of California Education Code section 45125.1, by doing the following:

i. Designating at least one adult employee in the workplace during the Intern(s) work hours, who has direct contact with the Intern(s) as the "employee of record" who is responsible for the safety of the Intern(s); this may be the liaison,

ii. Ensuring the "employee of record" has a valid criminal records summary as described in California Education Code section 44237, and iii. Allowing a District employee to make at least one visitation every three weeks to consult with the Intern(s) workplace employee of record, observe the Intern(s) at the workplace, and check in with the Intern(s) to ensure their health, safety, and welfare, including by addressing any concerns the Intern(s) have raised.

4. CONFIDENTIAL STUDENT INFORMATION

The Business/Organization understands and agrees that, in connection with this Agreement, it may have access to confidential and personally identifiable Intern information, the disclosure of which to third-parties may be damaging to Intern(s). Consequently, the Business/Organization agrees that all Intern information disclosed by the District to the Business/Organization shall only be used in performance of this Agreement unless disclosure is required by law or court order.

5. INSURANCE

A. Coverages: for the duration of the Agreement, the Business/Organization shall maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the terms of this Agreement. Insurance shall cover the Business/Organization and its agents, representatives, employees or subcontractors and shall be in the following amounts and coverages.

i. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate.

ii. **Automobile Liability:** *If applicable*, ISO Form Number CA 00 01 covering any auto (Code 1), or if Work Site has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$250,000** per accident for bodily injury and property damage.

B. The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. Additional Insured Status

Business/Organization's Commercial General Liability policy with respect to liability arising out of work or operations performed pursuant the work-based learning experience.

ii. Primary Coverage

For any claims related to this Agreement, the Business/Organization's insurance shall be primary insurance to the District's.

6. INDEMNIFICATION

A. The Business/Organization agrees to indemnify and hold harmless the District and its Board, officers, employees and agents, against all claims, demands, damages, costs, and expenses of whatever nature. Including court costs and reasonable attorney fees, arising out of or resulting directly or indirectly from the negligent or intentional acts or omissions of the Business/Organization or its Board, officers or employees.

Notwithstanding the foregoing, Business/Organization shall have no obligation under this section with respect to any loss that is caused by the sole negligence or willful misconduct of the District and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Business/Organization, its subcontractors or either' agent or employee, as determined by a court of competent jurisdiction.

B. The District agrees to indemnify and hold harmless the Business/Organization and its Board, officers, employees and agents, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting directly or indirectly from the negligent or intentional acts or omissions of the District or its Board, officers or employees. Notwithstanding the foregoing, District shall have no obligation under this Section with respect to any Loss that is caused by the sole negligence or willful misconduct of Business/Organization and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by District, its subcontractors or either's agent or employee, as determined by a court of competent jurisdiction.

7. NON-DISCRIMINATION

The parties agree that all Interns participating in the work-based learning experience pursuant to this Agreement shall not be discriminated against based on race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, veteran status, medical condition (cancer related or genetic characteristic) as defined in section 12926 of the California Government Code, citizenship, or any other protected status, within the limits imposed by law or agency policy.

In the event of noncompliance by either party to this Agreement, it may be suspended in whole or in part. 4868-5037-1999, v. 2

8. NOTICE TO THE PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and registered, as follows:

NOTICE TO THE DISTRICT:

DISTRICT SITE/ DEPT.	Partnerships 3 MTSS
HEAD OF SITE/ DEPT.	Stephanie Roberts
STREET ADDRESS	1026 Mohr Ln
CITY, STATE, ZIP	Concord, CA 94519
TELEPHONE	925-682-8000 x 6203
FAX	N/A
EMAIL ADDRESS	Robertss@mdusd.org

NOTICE TO THE BUSINESS / ORGANIZATION:

BUSINESS/ORGANIZATION:	On-Site Health & Safety
CONTACT PERSON	Saul Guerrero
STREET ADDRESS	180 Parker Ave.
CITY, STATE, ZIP	Rodeo, CA, 94572

4868-5037-1999, v. 2

TELEPHONE	1-602-821-4416
FAX	N/A
EMAIL ADDRESS	Saul.Guerrero@OSHSadmin.com

7. TERMINATION

This Agreement may be terminated by the mutual written agreement of both parties. Alternatively, either party may terminate this Agreement with fourteen (14) days prior written notice to the other. This Agreement may be terminated immediately by either party if there is a failure to comply with the terms and conditions provided in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

By:

Title:

Date:

(Business/Organization Name)

By: On-Site Health & Safety

Title: *Melissa Mueggen*

Date: 4/26/24



Appendix A

California Education Code 49160-49165

Mt. Diablo Unified School District

49160.

No person, firm or corporation shall employ, suffer, or permit any minor under the age of 18 years to work in or in connection with any establishment or occupation except as provided in Section 49151 without a permit to employ, issued by the proper educational officers in accordance with law.

(Enacted by Stats. 1976, Ch. 1010.)

49161.

Every person, firm, corporation, or agent or officer of a firm or corporation, employing minors under the age of 18 years shall keep on file all permits to employ minors under the age of 18 years during the term of the employment.

(Enacted by Stats. 1976, Ch. 1010.)

49162.

The employer of any minor subject to this chapter shall send to the officer authorized to issue the permit to work a written notification of intent to employ a minor. The form of the intent to employ a minor shall be prescribed by the Department of Education and shall be furnished to the employer by the officer.

(Enacted by Stats. 1976, Ch. 1010.)

49163.

The notification of intent to employ a minor shall contain:

- (a) The name, address, phone number, and social security number of the minor.
- (b) The name, address, phone number, and supervisor at the minor's place of employment.

(c) The kind of work the minor will perform.

(d) The maximum number of hours per day and per week the student will be expected to work for the employer.

(e) The signatures of the parent or guardian, of the minor, and of the employer.

(Enacted by Stats. 1976, Ch. 1010.)

49164.

Permits to work and to employ and certificates of age shall always be open to inspection by supervisors of attendance, probation officers, designees of the Labor Commissioner, and by officers of the Superintendent of Public Instruction. Every permit to work or to employ and every certificate of age shall be subject to cancellation at **any time by the Superintendent of Public Instruction, the Labor Commissioner, or by the person issuing the permit or certificate** whenever any person authorized to inspect such permits and certificates finds that the conditions for the legal issuance of the permit or certificate of age do not exist or did not exist at the time the permit or certificate was issued. A permit to work shall be revoked by the issuing authority when he is satisfied that the employment of the minor is impairing the health or education of the minor, or that any provision or condition of the permit is being violated, or that the minor is performing work in violation of any provision of law.

(Enacted by Stats. 1976, Ch. 1010.)

49165.

Nothing in this article shall require a person to obtain a permit to employ in order for a minor to participate in horseback riding exhibitions, contests or events specified in paragraph (3) of subdivision (b) of Section 1308 of the Labor Code.

(Enacted by Stats. 1976, Ch. 1010.)



MT. DIABLO UNIFIED SCHOOL DISTRICT

1936 Carlotta Drive, Room 18
Concord, California 94519
Phone (925) 682-8000 ext. 4002

Addendum Internship Agreement

This Addendum, dated for convenience 5/24/24, is incorporated into the Internship Agreement between Mt. Diablo Unified School District (the "District") and On-Site Health & Safety (the "Business/Organization"). This Agreement shall become effective only upon proper execution by the Parties, and approval or ratification by the District's Board of Education in an open, noticed meeting

The following sections are incorporated as if fully set out in the Internship Agreement:

1. **PROPRIETARY INFORMATION OF DISTRICT; STUDENT INFORMATION.**
Business/Organization agrees that, in connection with this Agreement, the Business/Organization may have access to proprietary and confidential information which may be owned or controlled by the District, the disclosure of which to third parties may be damaging to the District, its Board, employees or students. Business/Organization understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Business/Organization to civil liability. Consequently, Business/Organization agrees that all information disclosed by the District to the Business/Organization or in which such information is collected or received by Business/Organization on the District's behalf shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Business/Organization shall exercise the same standard of care to protect such information as is used to protect its own proprietary and/or confidential information and in no case less than a reasonable standard of care.
 - a. Business/Organization shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code §§ 49073 *et seq.* Business/Organization is prohibited from accessing or using confidential student information under this Agreement unless it first obtains prior written parental consent, or an exception to federal and state privacy laws that permit access to confidential student information applies. Even if access is permitted, Business/Organization shall not use confidential student data for any purpose other than providing services to the District pursuant to this Agreement. Business/Organization shall not re-disclose confidential student information to any third party without the prior written consent of the District and any such re-disclosure shall be consistent with state and federal law.
2. **COMPLIANCE WITH LAWS AND BOARD POLICIES.** Business/Organization shall keep itself fully informed of applicable federal, state and local laws, regulations, orders, and District Board Policies and Administrative Regulation affecting the performance of, or necessary to ensure the safe and appropriate performance of this Agreement, and shall at all times comply with such laws, regulations, orders, District Board Policies, and Administrative Regulations as they may be amended from time to time.
3. **MANDATED REPORTING OF SUSPECTED SEXUAL ABUSE.** To Business/Organizations agrees to comply with California Penal Code § 11165.7, with respect to reporting of sexual abuse to Child Protective Services ("CPS"). The requirement

for this training is satisfied by completing a free training. See <https://www.cdss.ca.gov/inforesources/ocap/mrt>. Business/Organizations are requested, but not required to notify the District when a CPS report has been filed.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

By:

Title:

Date:

(Business/Organization Name)

By: On-site Health & Safety

Title: *Melissa Mueggen*

Date: 5/24/24



ONSIHEA-01

AJOHNSTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C32169 Rancho Mesa Insurance Services, Inc. 2355 Northside Drive Suite 200 San Diego, CA 92108	CONTACT NAME: PHONE (A/C, No, Ext): (619) 937-0164 FAX (A/C, No): E-MAIL ADDRESS:														
INSURED IOSM, Inc. DbA: On-Site Health & Safety On-Site Arizona LLC DbA: On-Site Health & Safety 520 6th Street Rodeo, CA 94572	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Allied World Surplus Lines Ins</td><td>24319</td></tr><tr><td>INSURER B : Old Republic Insurance Company</td><td>24147</td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Allied World Surplus Lines Ins	24319	INSURER B : Old Republic Insurance Company	24147	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 1

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Ded-\$5,000	X		0313-8697	6/4/2023	6/4/2024	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		MWTB31568823	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	MWC31568723	5/1/2024	5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Prof Liab			0313-8697	6/4/2023	6/4/2024	Limit-Each Claim/Agg 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: OPERATIONS OF THE NAMED INSURED AS CERTIFICATE HOLDERS INTEREST MAY APPEAR.

MT. DIABLO UNIFIED SCHOOL DISTRICT IS INCLUDED AS ADDITIONAL INSURED WITH REGARDS TO GENERAL LIABILITY AND AUTOMOBILE LIABILITY PER ATTACHED FORMS.

CERTIFICATE HOLDER

CANCELLATION

MT. DIABLO UNIFIED SCHOOL DISTRICT
2730 SALVIO ST. RM. 24,
CONCORD, CA 94519

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

MT. DIABLO UNIFIED SCHOOL DISTRICT INTERNSHIP AGREEMENT

THIS INTERNSHIP AGREEMENT ("Agreement") is between Mt. Diablo Unified School District (the "District") and PACIFIC COAST FARMERS' MARKET ASSOCIATION (the "Business/Organization"), collectively the "Parties" by and on behalf of its Mt. Diablo Youth Employment Services & Career Pathways Programs in order to provide internship placement(s) for District Intern(s) ("Intern(s)") in the Business/Organization, as detailed in this Agreement.

Whereas, the Business/Organization and the District have a mutual interest in training, supervising and hiring Interns to work at Business/Organization;

Whereas, the parties agree that the purpose of this Agreement is to provide on-the-job types of training and learning experiences to Interns, in order to develop their occupational competencies;

Whereas, the parties agree that the Business/Organization benefits from this Agreement by gaining productive contributions by Interns in the workplace, positive publicity as a partner supporting youth, an opportunity to develop leadership and mentoring skills among its workforce, and an expanded potential hiring pool.

In order to effectuate the purpose and benefits of this Agreement, the parties further agree to the terms and conditions provided below.

1. TERM

The term of this Agreement shall commence on June 1, 2024 and end on May 31, 2026.

2. RESPONSIBILITIES OF DISTRICT

A. District will provide a Work Based Learning ("WBL Coordinator") as a single point of contact for Business/Organization and for oversight of interns for the duration of the internship period.

B. The District will provide Intern(s) with a general orientation to effective work-ready essential skills including, but not limited to:

- Adhering to agreed upon Business/Organizations' hours and schedule ·
- Appropriate workplace conduct, behavior, and dress
- Importance of respecting rules of confidentiality, safety and security ·
- Procedures for communicating

C. The District will provide Intern(s) and the Business/Organization with an orientation regarding the goals and objectives of the internship(s).

D. The District will provide Intern(s) with a curriculum and instruction focused on workplace issues, skill-building and career development.

E. The WBL Coordinator will obtain from Business/Organization specifics of the work required of Intern(s) and will identify Intern(s) to be interviewed and considered for placement, based on information provided by Business/Organization.

F. The WBL Coordinator will provide Intern(s) with all necessary information regarding the Business/Organization and will ensure that Intern(s) have signed an Internship Agreement prior to the start of the internship.

G. The WBL Coordinator will meet with Intern(s) and develop learning objectives for the Work Based Learning Plan & Evaluation . The WBL Coordinator will review those learning objectives with the Host Organization

H. The WBL Coordinator will provide the Business/Organization with an Internship Evaluation to be completed at the end of the internship.

I. The WBL Coordinator will have regular contact with the Intern(s) and Business/Organization for the purpose of monitoring intern performance and progress.

K. In the event the WBL Coordinator is notified of a performance concern, they will consult with Business/Organization supervisor and facilitate communication with Intern(s). Upon request by Business/Organization to terminate internship, the WBL Coordinator will facilitate the termination.

K. District shall maintain all academic records of the Interns.

L. The District will carry Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

3. RESPONSIBILITIES OF THE BUSINESS/ORGANIZATION

A. The Business/Organization will assign a liaison who will be directly responsible for supervising Intern(s). The Business/Organization will provide the District with the name(s), address(es), and telephone number(s) of the liaison and the liaison will be provided with a copy of this Agreement before Interns begin work.

B. The Business/Organization will provide supplemental training and assistance required to ensure that Intern(s) acquire the skills, knowledge, and ability to function satisfactorily as an employee in the Business/Organization's operation.

C. The Business/Organization will document Intern('s') attendance, evaluate participant

progress in accordance with procedures prescribed by District, and maintain verification of time worked.

D. The Business/Organization will accept from the District the mutually agreed upon number of Interns.

E. The Business/Organization will maintain regular contact with the WBL Coordinator, including immediate contact whenever a concern arises about an Intern and/or their work experience.

F. The Business/Organization will provide tasks, duties and projects that are relevant to the Intern('s') education and training. In the event the Business/Organization is no longer able to provide relevant work experience, it will immediately notify the WBL Coordinator, who will in turn notify the District.

G. The Business/Organization will provide the equipment, workspace, and technology necessary for Intern(s) to complete assigned tasks unless specific arrangements are made with the WBL Coordinator.

H. The Business/Organization will sign Intern('s') timesheets on a weekly basis, complete required intern performance assessments, and provide feedback to the WBL Coordinator.

I. The Business/Organization will provide a safe and supervised work environment for Intern(s).

J. The Business/Organization will allow WBL Coordinator with access to Intern(s) during the internship, as needed.

K. The Business/Organization may request that the WBL Coordinator remove the Intern(s) from the program if the Intern(s) does/do not perform satisfactorily, or fails or refuses to adhere to the Business/Organization's policies, procedures, rules and regulations. This includes requesting removal of Intern(s) who fail to adhere to appropriate behavior, dress and hygiene standards.

L. The Business/Organization will review with Intern(s) completed Internship Evaluation and provide feedback on Intern('s') performance.

M. The Business/Organization will comply with the requirements of California Education Code sections 49160-49165, provided in Appendix A, which is attached and incorporated by reference into this Agreement.

N. The Business/Organization will comply with the requirements and provisions of California Education Code section 45125.1, by doing the following:

i. Designating at least one adult employee in the workplace during the Intern(s) work hours, who has direct contact with the Intern(s) as the "employee of record" who is responsible for the safety of the Intern(s); this may be the liaison,

ii. Ensuring the "employee of record" has a valid criminal records summary as described in California Education Code section 44237, and iii. Allowing a District employee to make at least one visitation every three weeks to consult with the Intern('s') workplace employee of record, observe the Intern(s) at the workplace, and check in with the Intern(s) to ensure their health, safety, and welfare, including by addressing any concerns the Intern(s) have raised.

4. CONFIDENTIAL STUDENT INFORMATION

The Business/Organization understands and agrees that, in connection with this Agreement, it may have access to confidential and personally identifiable Intern information, the disclosure of which to third-parties may be damaging to Intern(s). Consequently, the Business/Organization agrees that all Intern information disclosed by the District to the Business/Organization shall only be used in performance of this Agreement unless disclosure is required by law or court order.

5. INSURANCE

A. Coverages: for the duration of the Agreement, the Business/Organization shall maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the terms of this Agreement. Insurance shall cover the Business/Organization and its agents, representatives, employees or subcontractors and shall be in the following amounts and coverages.

i. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate.

ii. **Automobile Liability:** *If applicable*, ISO Form Number CA 00 01 covering any auto (Code 1), or if Work Site has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$250,000** per accident for bodily injury and property damage.

B. The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. Additional Insured Status

Business/Organization's Commercial General Liability policy with respect to liability arising out of work or operations performed pursuant the work-based learning experience.

ii. Primary Coverage

For any claims related to this Agreement, the Business/Organization's insurance shall be primary insurance to the District's.

6. INDEMNIFICATION

A. The Business/Organization agrees to indemnify and hold harmless the District and its Board, officers, employees and agents, against all claims, demands, damages, costs, and expenses of whatever nature. Including court costs and reasonable attorney fees, arising out of or resulting directly or indirectly from the negligent or intentional acts or omissions of the Business/Organization or its Board, officers or employees. Notwithstanding the foregoing, Business/Organization shall have no obligation under this section with respect to any loss that is caused by the sole negligence or willful misconduct of the District and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Business/Organization, its subcontractors or either' agent or employee, as determined by a court of competent jurisdiction.

B. The District agrees to indemnify and hold harmless the Business/Organization and its Board, officers, employees and agents, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting directly or indirectly from the negligent or intentional acts or omissions of the District or its Board, officers or employees. Notwithstanding the foregoing, District shall have no obligation under this Section with respect to any Loss that is caused by the sole negligence or willful misconduct of Business/Organization and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by District, its subcontractors or either's agent or employee, as determined by a court of competent jurisdiction.

7. NON-DISCRIMINATION

The parties agree that all Interns participating in the work-based learning experience pursuant to this Agreement shall not be discriminated against based on race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, veteran status, medical condition (cancer related or genetic characteristic) as defined in section 12926 of the California Government Code, citizenship, or any other protected status, within the limits imposed by law or agency policy.

In the event of noncompliance by either party to this Agreement, it may be suspended in whole or in part. 4868-5037-1999, v. 2

8. NOTICE TO THE PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and registered, as follows:

NOTICE TO THE DISTRICT:

DISTRICT SITE/ DEPT.	Partnerships 3 MTSS
HEAD OF SITE/ DEPT.	Stephanie Roberts
STREET ADDRESS	1026 Mohr Ln
CITY, STATE, ZIP	Concord, CA 94519
TELEPHONE	925-682-8000 x6203
FAX	N/A
EMAIL ADDRESS	RobertSS@mdusd.org

NOTICE TO THE BUSINESS / ORGANIZATION:

BUSINESS/ORGANIZATION:	PACIFIC COAST FARMERS' MARKET ASS.
CONTACT PERSON	CHEYENNE ERICKSON
STREET ADDRESS	5060 COMMERCIAL CIR. STE A.
CITY, STATE, ZIP	CONCORD, CA 94520

4868-5037-1999, v. 2

TELEPHONE	925-771-2976
FAX	925-825-9101
EMAIL ADDRESS	cheyenneerickson@pcfma.org

7. TERMINATION

This Agreement may be terminated by the mutual written agreement of both parties. Alternatively, either party may terminate this Agreement with fourteen (14) days prior written notice to the other. This Agreement may be terminated immediately by either party if there is a failure to comply with the terms and conditions provided in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

By:

Title:

Date:

(Business/Organization Name)

By:

Title: EXECUTIVE DIRECTOR

Date: 4/17/2024



Appendix A

California Education Code 49160-49165

Mt. Diablo Unified School District

49160.

No person, firm or corporation shall employ, suffer, or permit any minor under the age of 18 years to work in or in connection with any establishment or occupation except as provided in Section 49151 without a permit to employ, issued by the proper educational officers in accordance with law.

(Enacted by Stats. 1976, Ch. 1010.)

49161.

Every person, firm, corporation, or agent or officer of a firm or corporation, employing minors under the age of 18 years shall keep on file all permits to employ minors under the age of 18 years during the term of the employment.

(Enacted by Stats. 1976, Ch. 1010.)

49162.

The employer of any minor subject to this chapter shall send to the officer authorized to issue the permit to work a written notification of intent to employ a minor. The form of the intent to employ a minor shall be prescribed by the Department of Education and shall be furnished to the employer by the officer.

(Enacted by Stats. 1976, Ch. 1010.)

49163.

The notification of intent to employ a minor shall contain:

- (a) The name, address, phone number, and social security number of the minor.
- (b) The name, address, phone number, and supervisor at the minor's place of employment.

(c) The kind of work the minor will perform.

(d) The maximum number of hours per day and per week the student will be expected to work for the employer.

(e) The signatures of the parent or guardian, of the minor, and of the employer.

(Enacted by Stats. 1976, Ch. 1010.)

49164.

Permits to work and to employ and certificates of age shall always be open to inspection by supervisors of attendance, probation officers, designees of the Labor Commissioner, and by officers of the Superintendent of Public Instruction. Every permit to work or to employ and every certificate of age shall be subject to cancellation at any time by the Superintendent of Public Instruction, the Labor Commissioner, or by the person issuing the permit or certificate whenever any person authorized to inspect such permits and certificates finds that the conditions for the legal issuance of the permit or certificate of age do not exist or did not exist at the time the permit or certificate was issued. A permit to work shall be revoked by the issuing authority when he is satisfied that the employment of the minor is impairing the health or education of the minor, or that any provision or condition of the permit is being violated, or that the minor is performing work in violation of any provision of law.

(Enacted by Stats. 1976, Ch. 1010.)

49165.

Nothing in this article shall require a person to obtain a permit to employ in order for a minor to participate in horseback riding exhibitions, contests or events specified in paragraph (3) of subdivision (b) of Section 1308 of the Labor Code.

(Enacted by Stats. 1976, Ch. 1010.)



MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 Carlotta Drive, Room 18
Concord, California 94519
Phone (925) 682-8000 ext. 4002

**Addendum
Internship
Agreement**

This Addendum, dated for convenience 5/29/24, is incorporated into the Internship Agreement between Mt. Diablo Unified School District (the "District") and PCPMA (the "Business/Organization"). This Agreement shall become effective only upon proper execution by the Parties, and approval or ratification by the District's Board of Education in an open, noticed meeting

The following sections are incorporated as if fully set out in the Internship Agreement:

1. **PROPRIETARY INFORMATION OF DISTRICT; STUDENT INFORMATION.**
Business/Organization agrees that, in connection with this Agreement, the Business/Organization may have access to proprietary and confidential information which may be owned or controlled by the District, the disclosure of which to third parties may be damaging to the District, its Board, employees or students. Business/Organization understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Business/Organization to civil liability. Consequently, Business/Organization agrees that all information disclosed by the District to the Business/Organization or in which such information is collected or received by Business/Organization on the District's behalf shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Business/Organization shall exercise the same standard of care to protect such information as is used to protect its own proprietary and/or confidential information and in no case less than a reasonable standard of care.
 - a. Business/Organization shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code §§ 49073 *et seq.* Business/Organization is prohibited from accessing or using confidential student information under this Agreement unless it first obtains prior written parental consent, or an exception to federal and state privacy laws that permit access to confidential student information applies. Even if access is permitted, Business/Organization shall not use confidential student data for any purpose other than providing services to the District pursuant to this Agreement. Business/Organization shall not re-disclose confidential student information to any third party without the prior written consent of the District and any such re-disclosure shall be consistent with state and federal law.
2. **COMPLIANCE WITH LAWS AND BOARD POLICIES.** Business/Organization shall keep itself fully informed of applicable federal, state and local laws, regulations, orders, and District Board Policies and Administrative Regulation affecting the performance of, or necessary to ensure the safe and appropriate performance of this Agreement, and shall at all times comply with such laws, regulations, orders, District Board Policies, and Administrative Regulations as they may be amended from time to time.
3. **MANDATED REPORTING OF SUSPECTED SEXUAL ABUSE.** To Business/Organizations agrees to comply with California Penal Code § 11165.7, with respect to reporting of sexual abuse to Child Protective Services ("CPS"). The requirement

for this training is satisfied by completing a free training. See <https://www.cdss.ca.gov/inforesources/ocap/mrt>. Business/Organizations are requested, but not required to notify the District when a CPS report has been filed.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

By:

Title:

Date:

(Business/Organization Name)

By: PCFMA, Cheyenne Erickson

Title: Regional manager

Date: 5/29/24





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER InterWest Insurance Services, LLC P.O. Box 255188 Sacramento CA 95865-5188	CONTACT NAME: Yadira Gutierrez PHONE (A/C, No, Ext): 925-977-4133 FAX (A/C, No): E-MAIL ADDRESS: ygutierrez@iwins.com
INSURED Pacific Coast Farmers Market Association 5060 Commercial Circle A,B & C Concord CA 94520	INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Co. INSURER B: National Liab & Fire Ins Co INSURER C: Security National Insurance Co INSURER D: INSURER E: INSURER F:

License#: 0B01094
PACICOA-02

NAIC #

35378

20052

19879

COVERAGES**CERTIFICATE NUMBER:** 2137387215**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	3AA772368	4/10/2024	4/10/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	73APS117818	4/10/2024	4/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			MKLV5EUL104953	4/10/2024	4/10/2025	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	SWC1474689	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured status applies to requested entities if required by written contract per the attached policy form/endorsement(s). Waiver of subrogation applies to requested entities if required by written contract per the attached policy form/endorsement(s). Primary non-contributory applies to requested entities if required by written contract per the attached policy form/endorsement(s). 30 day notice of cancellation with respects to General Liability applies to requested entities if required by written contract per the attached policy form/endorsement(s).

CERTIFICATE HOLDER**CANCELLATION**Mount Diablo Unified School District
1480 Gasoline Alley
Concord CA 94520

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:

Any person(s) or organization(s) with whom the Named Insured agrees, in a written contract executed prior to the "occurrence", to waive rights of recovery

Additional Premium: \$ 1,249

The following is added to Condition 8. Transfer Of Rights Of Recovery Against Others To Us under Section IV – Commercial General Liability Conditions:

We waive any right of recovery we may have against any person or organization shown in the Schedule of this endorsement. This waiver applies only to the person or organization shown in the Schedule of this endorsement.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Additional Premium: \$2,499 (Check box if fully earned <input checked="" type="checkbox"/>)
--

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

- A.** Who Is An Insured is amended to include as an additional insured any person or entity to whom you are required by valid written contract or agreement to provide such coverage, but only with respect to "bodily injury", "property damage" (including "bodily injury" and "property damage" included in the "products-completed operations hazard"), and "personal and advertising injury" caused, in whole or in part, by the negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than that which you are required by the valid written contract or agreement to provide for such additional insured.

Our agreement to accept an additional insured provision in a valid written contract or agreement is not an acceptance of any other provisions of such contract or agreement or the contract or agreement in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured.

No coverage applies to such additional insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

- B.** With respect to the insurance afforded to these additional insured, the following is added to limits of insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the valid written contract or agreement; or
2. Available under the applicable limits of insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

All other terms and conditions remain unchanged.

MT. DIABLO UNIFIED SCHOOL DISTRICT INTERNSHIP AGREEMENT

THIS INTERNSHIP AGREEMENT ("Agreement") is between Mt. Diablo Unified School District (the "District") and Visit Concord (the "Business/Organization"), collectively the "Parties" by and on behalf of its Mt. Diablo Youth Employment Services & Career Pathways Programs in order to provide internship placement(s) for District Intern(s) ("Intern(s)") in the Business/Organization, as detailed in this Agreement.

Whereas, the Business/Organization and the District have a mutual interest in training, supervising and hiring Interns to work at Business/Organization;

Whereas, the parties agree that the purpose of this Agreement is to provide on-the-job types of training and learning experiences to Interns, in order to develop their occupational competencies;

Whereas, the parties agree that the Business/Organization benefits from this Agreement by gaining productive contributions by Interns in the workplace, positive publicity as a partner supporting youth, an opportunity to develop leadership and mentoring skills among its workforce, and an expanded potential hiring pool.

In order to effectuate the purpose and benefits of this Agreement, the parties further agree to the terms and conditions provided below.

1. TERM

The term of this Agreement shall commence on June 1, 2024 and end on May 31, 2026.

2. RESPONSIBILITIES OF DISTRICT

A. District will provide a Work Based Learning ("WBL Coordinator") as a single point of contact for Business/Organization and for oversight of interns for the duration of the internship period.

B. The District will provide Intern(s) with a general orientation to effective work-ready essential skills including, but not limited to:

- Adhering to agreed upon Business/Organizations' hours and schedule ·
- Appropriate workplace conduct, behavior, and dress
- Importance of respecting rules of confidentiality, safety and security ·
- Procedures for communicating

C. The District will provide Intern(s) and the Business/Organization with an orientation regarding the goals and objectives of the internship(s).

D. The District will provide Intern(s) with a curriculum and instruction focused on workplace issues, skill-building and career development.

E. The WBL Coordinator will obtain from Business/Organization specifics of the work required of Intern(s) and will identify Intern(s) to be interviewed and considered for placement, based on information provided by Business/Organization.

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G. The WBL Coordinator will meet with Intern(s) and develop learning objectives for the Work Based Learning Plan & Evaluation . The WBL Coordinator will review those learning objectives with the Host Organization

H. The WBL Coordinator will provide the Business/Organization with an Internship Evaluation to be completed at the end of the internship.

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K. District shall maintain all academic records of the Interns.

L. The District will carry Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

3. RESPONSIBILITIES OF THE BUSINESS/ORGANIZATION

A. The Business/Organization will assign a liaison who will be directly responsible for supervising Intern(s). The Business/Organization will provide the District with the name(s), address(es), and telephone number(s) of the liaison and the liaison will be provided with a copy of this Agreement before Interns begin work.

B. The Business/Organization will provide supplemental training and assistance required to ensure that Intern(s) acquire the skills, knowledge, and ability to function satisfactorily as an employee in the Business/Organization's operation.

C. The Business/Organization will document Intern('s') attendance, evaluate participant

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D. The Business/Organization will accept from the District the mutually agreed upon number of Interns.

E. The Business/Organization will maintain regular contact with the WBL Coordinator, including immediate contact whenever a concern arises about an Intern and/or their work experience.

F. The Business/Organization will provide tasks, duties and projects that are relevant to the Intern('s') education and training. In the event the Business/Organization is no longer able to provide relevant work experience, it will immediately notify the WBL Coordinator, who will in turn notify the District.

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I. The Business/Organization will provide a safe and supervised work environment for Intern(s).

J. The Business/Organization will allow WBL Coordinator with access to Intern(s) during the internship, as needed.

K. The Business/Organization may request that the WBL Coordinator remove the Intern(s) from the program if the Intern(s) does/do not perform satisfactorily, or fails or refuses to adhere to the Business/Organization's policies, procedures, rules and regulations. This includes requesting removal of Intern(s) who fail to adhere to appropriate behavior, dress and hygiene standards.

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M. The Business/Organization will comply with the requirements of California Education Code sections 49160-49165, provided in Appendix A, which is attached and incorporated by reference into this Agreement.

N. The Business/Organization will comply with the requirements and provisions of California Education Code section 45125.1, by doing the following:

- i. Designating at least one adult employee in the workplace during the Intern(s) work hours, who has direct contact with the Intern(s) as the “employee of record” who is responsible for the safety of the Intern(s); this may be the liaison,
- ii. Ensuring the “employee of record” has a valid criminal records summary as described in California Education Code section 44237, and iii. Allowing a District employee to make at least one visitation every three weeks to consult with the Intern(s) workplace employee of record, observe the Intern(s) at the workplace, and check in with the Intern(s) to ensure their health, safety, and welfare, including by addressing any concerns the Intern(s) have raised.

4. CONFIDENTIAL STUDENT INFORMATION

The Business/Organization understands and agrees that, in connection with this Agreement, it may have access to confidential and personally identifiable Intern information, the disclosure of which to third-parties may be damaging to Intern(s). Consequently, the Business/Organization agrees that all Intern information disclosed by the District to the Business/Organization shall only be used in performance of this Agreement unless disclosure is required by law or court order.

5. INSURANCE

A. Coverages: for the duration of the Agreement, the Business/Organization shall maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the terms of this Agreement. Insurance shall cover the Business/Organization and its agents, representatives, employees or subcontractors and shall be in the following amounts and coverages.

i. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate.

ii. Automobile Liability: *If applicable*, ISO Form Number CA 00 01 covering any auto (Code 1), or if Work Site has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$250,000** per accident for bodily injury and property damage.

B. The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. Additional Insured Status

Business/Organization's Commercial General Liability policy with respect to liability arising out of work or operations performed pursuant the work-based learning experience.

ii. Primary Coverage

For any claims related to this Agreement, the Business/Organization's insurance shall be primary insurance to the District's.

6. INDEMNIFICATION

A. The Business/Organization agrees to indemnify and hold harmless the District and its Board, officers, employees and agents, against all claims, demands, damages, costs, and expenses of whatever nature. Including court costs and reasonable attorney fees, arising out of or resulting directly or indirectly from the negligent or intentional acts or omissions of the Business/Organization or its Board, officers or employees.

Notwithstanding the foregoing, Business/Organization shall have no obligation under this section with respect to any loss that is caused by the sole negligence or willful misconduct of the District and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Business/Organization, its subcontractors or either' agent or employee, as determined by a court of competent jurisdiction.

B. The District agrees to indemnify and hold harmless the Business/Organization and its Board, officers, employees and agents, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting directly or indirectly from the negligent or intentional acts or omissions of the District or its Board, officers or employees. Notwithstanding the foregoing, District shall have no obligation under this Section with respect to any Loss that is caused by the sole negligence or willful misconduct of Business/Organization and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by District, its subcontractors or either's agent or employee, as determined by a court of competent jurisdiction.

7. NON-DISCRIMINATION

The parties agree that all Interns participating in the work-based learning experience pursuant to this Agreement shall not be discriminated against based on race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, veteran status, medical condition (cancer related or genetic characteristic) as defined in section 12926 of the California Government Code, citizenship, or any other protected status, within the limits imposed by law or agency policy.

In the event of noncompliance by either party to this Agreement, it may be suspended in whole or in part. 4868-5037-1999, v. 2

8. NOTICE TO THE PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and registered, as follows:

NOTICE TO THE DISTRICT:

DISTRICT SITE/ DEPT.	Partnerships & MTSS
HEAD OF SITE/ DEPT.	Stephanie Roberts
STREET ADDRESS	1026 Mohr Ln
CITY, STATE, ZIP	Concord, CA 94519
TELEPHONE	925-682-8000 x6203
FAX	N/A
EMAIL ADDRESS	robertss@mdusd.org

NOTICE TO THE BUSINESS / ORGANIZATION:

BUSINESS/ORGANIZATION:	Visit Concord CA
CONTACT PERSON	Beth Javens
STREET ADDRESS	2151 Salvio Street Concord CA 94520
CITY, STATE, ZIP	

4868-5037-1999, v. 2

TELEPHONE	425-647-6199
FAX	N/A
EMAIL ADDRESS	bjavens@visitconcordca.com

7. TERMINATION

This Agreement may be terminated by the mutual written agreement of both parties. Alternatively, either party may terminate this Agreement with fourteen (14) days prior written notice to the other. This Agreement may be terminated immediately by either party if there is a failure to comply with the terms and conditions provided in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

By:

Title:

Date:

(Business/Organization Name)

By: *Both Javens*

Title: Executive Director

Date: April 16, 2024



Appendix A

California Education Code 49160-49165

Mt. Diablo Unified School District

49160.

No person, firm or corporation shall employ, suffer, or permit any minor under the age of 18 years to work in or in connection with any establishment or occupation except as provided in Section 49151 without a permit to employ, issued by the proper educational officers in accordance with law.

(Enacted by Stats. 1976, Ch. 1010.)

49161.

Every person, firm, corporation, or agent or officer of a firm or corporation, employing minors under the age of 18 years shall keep on file all permits to employ minors under the age of 18 years during the term of the employment.

(Enacted by Stats. 1976, Ch. 1010.)

49162.

The employer of any minor subject to this chapter shall send to the officer authorized to issue the permit to work a written notification of intent to employ a minor. The form of the intent to employ a minor shall be prescribed by the Department of Education and shall be furnished to the employer by the officer.

(Enacted by Stats. 1976, Ch. 1010.)

49163.

The notification of intent to employ a minor shall contain:

- (a) The name, address, phone number, and social security number of the minor.
- (b) The name, address, phone number, and supervisor at the minor's place of employment.

(c) The kind of work the minor will perform.

(d) The maximum number of hours per day and per week the student will be expected to work for the employer.

(e) The signatures of the parent or guardian, of the minor, and of the employer.

(Enacted by Stats. 1976, Ch. 1010.)

49164.

Permits to work and to employ and certificates of age shall always be open to inspection by supervisors of attendance, probation officers, designees of the Labor Commissioner, and by officers of the Superintendent of Public Instruction. Every permit to work or to employ and every certificate of age shall be subject to cancellation at any time by the Superintendent of Public Instruction, the Labor Commissioner, or by the person issuing the permit or certificate whenever any person authorized to inspect such permits and certificates finds that the conditions for the legal issuance of the permit or certificate of age do not exist or did not exist at the time the permit or certificate was issued. A permit to work shall be revoked by the issuing authority when he is satisfied that the employment of the minor is impairing the health or education of the minor, or that any provision or condition of the permit is being violated, or that the minor is performing work in violation of any provision of law.

(Enacted by Stats. 1976, Ch. 1010.)

49165.

Nothing in this article shall require a person to obtain a permit to employ in order for a minor to participate in horseback riding exhibitions, contests or events specified in paragraph (3) of subdivision (b) of Section 1308 of the Labor Code.

(Enacted by Stats. 1976, Ch. 1010.)



MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 Carlotta Drive, Room 18
Concord, California 94519
Phone (925) 682-8000 ext. 4002

pulleye@mdusd.org
**Addendum
Internship
Agreement**

This Addendum, dated for convenience 5/30/2024, is incorporated into the Internship Agreement between Mt. Diablo Unified School District (the "District") and Vista Concord (the "Business/Organization"). This Agreement shall become effective only upon proper execution by the Parties, and approval or ratification by the District's Board of Education in an open, noticed meeting

The following sections are incorporated as if fully set out in the Internship Agreement:

1. **PROPRIETARY INFORMATION OF DISTRICT; STUDENT INFORMATION.**
Business/Organization agrees that, in connection with this Agreement, the Business/Organization may have access to proprietary and confidential information which may be owned or controlled by the District, the disclosure of which to third parties may be damaging to the District, its Board, employees or students. Business/Organization understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Business/Organization to civil liability. Consequently, Business/Organization agrees that all information disclosed by the District to the Business/Organization or in which such information is collected or received by Business/Organization on the District's behalf shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Business/Organization shall exercise the same standard of care to protect such information as is used to protect its own proprietary and/or confidential information and in no case less than a reasonable standard of care.
 - a. Business/Organization shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code §§ 49073 *et seq.* Business/Organization is prohibited from accessing or using confidential student information under this Agreement unless it first obtains prior written parental consent, or an exception to federal and state privacy laws that permit access to confidential student information applies. Even if access is permitted, Business/Organization shall not use confidential student data for any purpose other than providing services to the District pursuant to this Agreement. Business/Organization shall not re-disclose confidential student information to any third party without the prior written consent of the District and any such re-disclosure shall be consistent with state and federal law.
2. **COMPLIANCE WITH LAWS AND BOARD POLICIES.** Business/Organization shall keep itself fully informed of applicable federal, state and local laws, regulations, orders, and District Board Policies and Administrative Regulation affecting the performance of, or necessary to ensure the safe and appropriate performance of this Agreement, and shall at all times comply with such laws, regulations, orders, District Board Policies, and Administrative Regulations as they may be amended from time to time.
3. **MANDATED REPORTING OF SUSPECTED SEXUAL ABUSE.** To Business/Organizations agrees to comply with California Penal Code § 11165.7, with respect to reporting of sexual abuse to Child Protective Services ("CPS"). The requirement

time.

3. **MANDATED REPORTING OF SUSPECTED SEXUAL ABUSE.** To Business/Organizations agrees to comply with California Penal Code § 11165.7, with respect to reporting of sexual abuse to Child Protective Services (“CPS”). The requirement for this training is satisfied by completing a free training. *See <https://www.cdss.ca.gov/inforesources/ocap/mrt>*. Business/Organizations are requested, but not required to notify the District when a CPS report has been filed.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

By:

Title:

Date:

(Business/Organization Name)

By: *Beth Javens*

Title: Executive Director

Date: May 30, 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kevin Hennessy Insurance Services 2678 N. Main St. Ste 6 Walnut Creek, CA 94597	CONTACT NAME: Kevin Hennessy PHONE (A/C, No. Ext): 925-944-3588 E-MAIL ADDRESS: khennessy@farmersagent.com FAX (A/C, No): 925-933-9143														
INSURED Visit Concord 2151 Salvio Street, Ste T Concord, CA 94520	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : United States Liability Insurance Company</td><td>25895</td></tr><tr><td>INSURER B : Great American Insurance Company</td><td>16691</td></tr><tr><td>INSURER C : State Compensation Insurance Fund</td><td>35076</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : United States Liability Insurance Company	25895	INSURER B : Great American Insurance Company	16691	INSURER C : State Compensation Insurance Fund	35076	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/> Y	<input type="checkbox"/>	NBP1559615B	03/24/2024	03/24/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 250	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/> Y	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input type="checkbox"/> N <input type="checkbox"/> A	<input type="checkbox"/>	EIG2954007	12/01/2023	12/01/2024	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Directors and Officers (CLAIMS MADE POLICY)	<input type="checkbox"/>	<input type="checkbox"/>	EPP2443560	11/04/2023	11/04/2024	Annual Aggregate- \$1,000,000 FLSA Defense Sublimit of Liability- \$150,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional insured per blanket endorsement: MDUSD, its board, officers, employees and agents.

CERTIFICATE HOLDER**CANCELLATION**

Mt Diablo Unified School District 1936 Carlotta Drive Concord, CA 94519	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Kevin Hennessy</i>
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UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

BLANKET ADDITIONAL INSURED ENDORSEMENT

Section II – LIABILITY, C., Who Is An Insured is amended to include as an insured any person, entity or organization that is:

1. A franchisor under a franchise agreement with the Named Insured as franchisee relating to “your work”; or
2. A licensor under a license agreement with the Named Insured as licensee relating to “your work”; or
3. A co-owner with the Named Insured in premises used for “your work”; or
4. A majority owner with a controlling interest in the Named Insured but only with respect to liability arising out of such owner’s (i) financial or operational control of the Named Insured; or (ii) ownership, maintenance or use of premises leased or occupied by the Named Insured for purposes of “your work”; or
5. A mortgagee, assignee or receiver of the Named Insured relating to “your work”; or
6. A lessor, or an agent of a lessor, under a lease agreement with the Named Insured as lessee relating to “your work”; or
7. A grantor of a permit to the Named Insured as permittee relating to “your work”. However, if the grantor of a permit is a federal, state or local government or political subdivision, there is coverage under this endorsement only for liability arising from:
 - a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
 - b. The construction, erection or removal of elevators; or
 - c. The ownership, maintenance or use of any elevators covered by this insurance; or
8. A lessor of equipment leased to the Named Insured relating to “your work”; or
9. A contributor, benefactor, or supporter who provides financial assistance to the Named Insured in connection with “your work”.

but only to the extent the Named Insured is required to add such person, entity or organization as an additional insured to this policy under a written contract, written permit or written agreement relating to “your work”.

Such person, entity or organization is an insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” that is caused, in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf in connection with “your work” while such written contract, written permit or written

agreement is in effect.

EXCLUSIONS

There is no coverage under this endorsement for loss or expense, including but not limited to the cost of defense for "bodily injury", "property damage" or "personal and advertising injury":

1. That occurs after all of "your work", including materials, parts or equipment furnished in connection with "your work" and performed under a written contract, written permit or written agreement has ended; or
When that portion of "your work" out of which the "bodily injury", "property damage" or "personal and advertising injury" arises and performed under a written contract, written permit or written agreement has been put to its intended use by any person(s) or organization(s);
whichever occurs first.
2. Arising directly or indirectly from construction or demolition operations of any kind performed by you.
3. Caused or alleged to be caused by the sole negligence of an additional insured under this endorsement.
4. Arising out of "your work" performed for a federal, state or local government or political subdivision under a written permit; or
5. Included within the "products-completed operations hazard".

CONDITIONS

Coverage provided by this endorsement will be excess over any insurance available to any additional insured under this endorsement unless a written contract, written permit or written agreement specifically requires that coverage under this endorsement is primary.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.