

- 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) has signed an Internship Agreement prior to the start of the internship.

G. The WBL Coordinator will meet with intern 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, he or she 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 intern(s).

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 names, addresses, and telephone numbers of the liaison and he or she will be provided with a copy of this Agreement before intern(s) begin work.
- B. The Business/Organization will provide supplemental training and assistance required to insure 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 his or her 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.
- 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 from the program who does not perform satisfactorily, or who fails/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 interns' 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.

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 interns. 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.

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 intern(s) 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.	
HEAD OF SITE/ DEPT.	

STREET ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	
FAX	
EMAIL ADDRESS	

NOTICE TO THE BUSINESS / ORGANIZATION:

BUSINESS/ORGANIZATION:	ACME Press inc. Calitho
CONTACT PERSON	Shannon cue
STREET ADDRESS	2312 Stanwell Dr.
CITY, STATE, ZIP	Concord, CA, 94520
TELEPHONE	(925)510-2505
FAX	(925)682-9991
EMAIL ADDRESS	HR@calitho.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: Shannon Cve

Title: HUMAN RESOURCES

Date: 3.24.2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/24/2023

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 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 Visual Media Alliance Ins Svcs 665 Third Street, Suite 500 San Francisco, CA 94107-1990 David Katz	CONTACT NAME: David Katz
	PHONE (A/C, No, Ext): 800-659-3363 FAX (A/C, No): 415-520-1126
E-MAIL ADDRESS:	
ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Travelers Property Casualty Co	NAIC # 25674
INSURER B: Oak River Insurance Co.	34630
INSURER C: Obsidian Insurance Company	35602
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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		630-7T934297	11/30/2022	11/30/2023	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						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
						DED: \$ 5,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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		BA-7T934691	11/30/2022	11/30/2023	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 \$		CUP-7T934734	11/30/2022	11/30/2023	EACH OCCURRENCE \$ 4,000,000
						AGGREGATE \$ 4,000,000
						\$
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 <input type="checkbox"/>	ACWC449347 W/ WAIVER OF SUBROGATIO	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER \$
		N/A				E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Errors & Omissions		630-7T934297	11/30/2022	11/30/2023	E&O 1,000,000
C	Cyber		BCM-CB-01JET9Z7F	01/19/2023	01/19/2024	Cyber 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Mt. Diablo Unified School Districts Board, officers, employees and Agents are listed as Additional Insured.

CERTIFICATE HOLDER	CANCELLATION
USDMD01 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>David Katz</i>

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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA
BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

Person/Organization Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description	Waiver Premium (prior to adjustments)
All CA Operations	4742.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 01/01/2023 Policy No.: ACWC449347 Endorsement No.:

Insured: Premium \$

Insurance Company: Oak River Insurance Company

Countersigned by *Samuel Katz*