



MT. DIABLO UNIFIED SCHOOL DISTRICT OSY INTERNSHIP AGREEMENT

THIS INTERNSHIP AGREEMENT (“Agreement”) is between Mt. Diablo Unified School District located and Ambrose Recreation & Park Dist. (the “Business/Organization”), and the Mt. Diablo Unified School District (the “District”) (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) 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 District Student 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 YES enrolled youth, in order to develop enrolled youth’s occupational competencies;

Whereas, the parties agree that the Business/Organization benefits from this Agreement by gaining productive contributions by YES enrolled youth 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, 2020 and end on June 1, 2023

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 intern(s) 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

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.

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, 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 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.

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: D. Long / AMBROSIA Recreation & Park District

Title: GENERAL MANAGER

Date: 7-25-20

CAPRI-05	CERTIFICATE OF COVERAGE	06/24/2019
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Primary Insurance Provided by:
 CALIFORNIA ASSOCIATION FOR PARK AND RECREATION INDEMNITY (CAPRI)
 ATTN: MATTHEW DUARTE
 6341 AUBURN BLVD, SUITE A
 CITRUS HEIGHTS, CA 95621-5203

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**

CAPRI MEMBER:
 AMBROSE RECREATION AND PARK DISTRICT

COVERAGE AFFORDED BY: **B**

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 (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	OTHER PERMISSIBLY SELF-INSURED - WORKERS' COMPENSATION - EMPLOYERS' LIABILITY	CAPRI 2019-2020 WC	07/01/2019	07/01/2020	WORKERS' COMPENSATION: \$350,000 EMPLOYERS' LIABILITY: \$350,000

Description of Operations/Locations/Vehicles/Special Items:
 AS RESPECTS EVIDENCE OF COVERAGE FOR MT. DIABLO UNIFIED SCHOOL DISTRICT YOUTH EMPLOYMENT SERVICES AND CAREER PATHWAYS PROGRAMS.

Certificate Holder
 MT. DIABLO UNIFIED SCHOOL DISTRICT
 1936 CARLOTTA DR.
 CONCORD, CA 94520

Cancellation
 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


EIA PE-WC-05	CERTIFICATE OF COVERAGE	06/24/2019
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<p>CSAC Excess Insurance Authority C/O ALLIANT INSURANCE SERVICES, INC. P.O. BOX 6450 NEWPORT BEACH, CA 92658-6450 PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861</p>	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 THIS CERTIFICATE HOLDER.
	IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION , the Memorandum 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 - See attached Schedule of Insurers

<p>MEMBER: CALIFORNIA ASSOCIATION FOR PARK AND RECREATION INDEMNITY (CAPRI) ATTN: MATTHEW DUARTE 6341 AUBURN BLVD, SUITE A</p> <p>CAPRI MEMBER: AMBROSE RECREATION AND PARK DISTRICT</p>	COVERAGE AFFORDED BY: B
	COVERAGE AFFORDED BY: C
	COVERAGE AFFORDED BY: 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.


CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	EXCESS WORKERS' COMPENSATION & EMPLOYERS' LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2019	07/01/2020	WORKERS' COMPENSATION: Difference between Statutory and Member's \$350,000 Retention EMPLOYERS' LIABILITY: Difference between \$5,000,000 and Member's \$350,000 Retention

***LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.**

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE FOR MT. DIABLO UNIFIED SCHOOL DISTRICT YOUTH EMPLOYMENT SERVICES AND CAREER PATHWAYS PROGRAMS.

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

<p>Certificate Holder MT. DIABLO UNIFIED SCHOOL DISTRICT 1936 CARLOTTA DR. CONCORD, CA 94520</p>	<p>Cancellation SHOULD ANY OF THE ABOVE MEMORANDUMS OF COVERAGE/POLICIES BE CANCELED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS</p>
	<p>AUTHORIZED REPRESENTATIVE</p>  CSAC EXCESS INSURANCE AUTHORITY

**CSAC EXCESS INSURANCE AUTHORITY
EXCESS WORKERS' COMPENSATION PROGRAM
2019/2020 SCHEDULE OF INSURERS**

CALIFORNIA ASSOCIATION FOR PARKS AND RECREATION INDEMNITY (CAPRI)

PROVIDER	MEMORANDUM / POLICY NUMBER	LIMIT
CSAC Excess Insurance Authority	EIA PE 19 EWC-15	<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-444785-019	<p>Statutory each accident/each employee for disease excess of \$50,000,000</p>

CERTIFICATE NO.

ISSUE DATE (MM/DD/YYYY)

GL1-220	AI	CERTIFICATE OF COVERAGE	06/26/2019
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<p>CSAC Excess Insurance Authority C/O ALLIANT INSURANCE SERVICES, INC. PO BOX 6450 NEWPORT BEACH, CA 92658-6450 PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861</p>	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 - CSAC Excess Insurance Authority

<p>Member: CALIFORNIA ASSOCIATION FOR PARK AND RECREATION INDEMNITY-(CAPRI) ATTN: MATTHEW DUARTE 6341 AUBURN BLVD, SUITE A CITRUS HEIGHTS, CA 95621-5203</p>	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 (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	<input checked="" type="checkbox"/> Excess General Liability <input checked="" type="checkbox"/> General Liability Aggregate	EIA PE 19 EL-79	07/01/2019	07/01/2020	\$1,000,000 \$2,000,000 Limits inclusive of the Member's Self-Insured Retention of \$750,000


Description of Operations/Locations/Vehicles/Special Items:

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

MT. DIABLO UNIFIED SCHOOL DISTRICT IS NAMED AS 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)

<p>Certificate Holder MT. DIABLO UNIFIED SCHOOL DISTRICT 1936 CARLOTTA DR. CONCORD, CA 94515</p>	<p>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.</p> <hr/> <p>AUTHORIZED REPRESENTATIVE  CSAC EXCESS INSURANCE AUTHORITY</p>
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ENDORSEMENT NO. U-1

**CSAC EXCESS INSURANCE AUTHORITY
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 the Authority'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.: EIA 19 EL-00

Issued to: ALL MEMBERS

Issue Date: June 28, 2019



Authorized Representative
CSAC Excess Insurance Authority