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MT. DIABLO UNIFIED SCHOOL DISTRICT INTERNSHIP AGREEMENT

THIS INTERNSHIP AGREEMENT (“Agreement”) is between Mt. Diablo Unified School District (the “District”) and Contra Costa County Health Services Department (“the County”), 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 County, as detailed in this Agreement.

Whereas, the County and the District have a mutual interest in training, supervising and hiring District students to work at the County;

Whereas, the Parties agree that the purpose of this Agreement is to provide on-the-job types of training and learning experiences for enrolled youth, in order to develop enrolled youth’s occupational competencies;

Whereas, the Parties further agree that the youth and Parties will benefit from this Agreement by gaining productive contributions through enrolling youth in the workplace, positive publicity as partners supporting youth, an opportunity to develop leadership and mentoring skills among youth, and a potential expansion of hiring opportunities.

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, 2022.

2. RESPONSIBILITIES OF DISTRICT

A. District will provide a Work Based Learning (WBL) Coordinator as a single point of contact for the County and for oversight of District Intern(s) for the duration of the internship period.

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

- Adhering to agreed upon the County's' 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 County 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 the County 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 the County.

F. The WBL Coordinator will provide intern(s) with all necessary information regarding the County 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 County 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 the County 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 the County supervisor and facilitate communication with intern(s). Upon request by the County 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 COUNTY

- A. The County will assign a liaison who will be directly responsible for supervising intern(s). The County 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 County 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 County's operation.
- C. The County will document intern(s) attendance, evaluate participant progress in accordance with procedures prescribed by District, and maintain verification of time worked.
- D. The County will accept from the District the mutually agreed upon number of interns.
- E. The County 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 County will provide tasks, duties and projects that are relevant to the intern(s)' education and training. In the event the County is no longer able to provide relevant work experience, it will immediately notify the WBL Coordinator.
- G. The County 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 County will sign intern(s)' timesheets on a weekly basis, complete required intern performance assessments, and provide feedback to the WBL Coordinator.
- I. The County will provide a safe and supervised work environment for intern(s).
- J. The County will allow WBL Coordinator with access to intern(s) during the internship, as needed.
- K. The County can request that the WBL Coordinator remove the intern from the program who does not perform satisfactorily, or who fails/refuses to adhere to the County'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 County will review with intern(s) completed Internship Evaluation and provide feedback on interns' performance.

M. The County 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 County 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 County agrees that all intern information disclosed by the District to the County 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 County 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 County 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 County'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 County's insurance shall be primary insurance to the District's.

6. INDEMNIFICATION

A. The County 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 County or its Board, officers or employees. Notwithstanding the foregoing, the County 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 the County, 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 County 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 the County 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 COUNTY:

BUSINESS/ORGANIZA TION:	Contra Costa County Health Services Department
CONTACT PERSON	Shannon Ladner-Beasley
STREET ADDRESS	1220 Morello Ave. Suite 200
CITY, STATE, ZIP	Martinez, CA 94553
TELEPHONE	925-957-2675
FAX	925-957-2651
EMAIL ADDRESS	Shannon.ladner-beasley@cchealth.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

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: _____

Contra Costa County Health Services Department

DocuSigned by:
By: Anna Roth
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Title: Health Director

Date: 6/23/2020

FORM APPROVED
Sharon L. Anderson, County Counsel
By Deputy [Signature]

**County Administrator
Risk Management Department**

2530 Arnold Drive, Suite 140
Martinez, California 94553

Contra Costa County



Risk Management
Administration (925) 335-1400
Fax Number (925) 335-1497

August 18, 2020

Mount Diablo Unified School District
Maintenance & Operations Department
1480 Gasoline Alley
Concord CA 94520

Re: Mt. Diablo Youth Employment Services & Career Pathways Programs

To Whom It May Concern:

The County of Contra Costa has a comprehensive self-insurance program to cover its general, automobile, and professional liability exposure, as well as its obligations under the Workers' Compensation laws of California.

The County's self-insurance program provides for the legal defense of officials, employees, and volunteers pursuant to Government Code Section 825 and for the payment of all sums that the County is obligated to pay by reason of liability imposed by law and arising from acts or failures to act, excepting punitive damages. This protection covers services performed by officers, employees, and volunteers within the scope of their official duties in accordance with the conditions of their employment or service.

The self-insurance program is funded to provide payment of claims. The County also has excess reinsurance with Public Risk Innovations, Solutions, and Management (PRISM) formerly CSAC Excess Insurance Authority.

Sincerely,

Karen Caoile

Karen Caoile
Director of Risk Management

cc: S Ladner-Beasley, CCC HSD

**COUNTY OF CONTRA COSTA
CERTIFICATE OF SELF-INSURANCE**

Risk Management Department, 2530 Arnold Drive, Suite 140, Martinez, California 94553

Coverages: This is to certify that the County of Contra Costa is self-insured for the following coverages:

Type of Coverage	Self-Insured Limit
General Liability: Personal Injury, Property Damage, Errors and Omissions	\$1,000,000

Professional Liability:	\$1,000,000

Workers' Compensation:	\$ 750,000

Automobile Liability: Vehicles Owned, Non-Owned & Hired	\$1,000,000

Terms, Conditions and Special Items:

***Re: Internship Agreement with the County Health Services Department for
Mt. Diablo Youth Employment Services & Career Pathways Programs
from June 1, 2020 through June 1, 2022***

It should be expressly understood that the intent of the insurance evidenced herein follows the provisions of the policies and regulations of the County of Contra Costa that does not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of its officers, agents, employees or other persons under its direction and control. Any indemnification or hold harmless clause with broader provisions than required under such policies and regulations shall invalidate this certificate.

1. The provisions under General Liability, above, shall apply only with respect to claims arising out of the negligent acts or omissions of the County of Contra Costa, its officers, agents and employees or any other person under its direction and control.

Additional Covered Party: The Mt. Diablo Unified School District is included as an additional covered party on Contra Costa County's Self-Insurance Liability Program only with respect to the above.

This insurance is primary with respect to the Mt. Diablo Unified School District shall be excess and noncontributing.

Karen Caoile

Date Issued: 8/18/2020

Karen Caoile
Director of Risk Management