



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 May 2, 2025, is between Mt. Diablo Unified School District (the “District”) and Holding Hands Montessori (the “Business/Organization”), collectively the “Parties” by and on behalf of its Mt. Diablo Youth Empowerment 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, 2025 and terminates on May 31, 2027. 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.	College & Career Department
HEAD OF SITE/ DEPT.	Heather Fontanilla, Director, College & Career

STREET ADDRESS	1936 Carlotta Drive
CITY, STATE, ZIP	Concord, CA 94519
TELEPHONE	925-682-8000 x4011
EMAIL ADDRESS	fontanillah@mdusd.org

Notice to Business Organization	
BUSINESS/ORGANIZATION:	Holding Hands Montessori
CONTACT PERSON	Julia Wolfe
STREET ADDRESS	4000 Clayton Rd.
CITY, STATE, ZIP	Concord, CA 94521
TELEPHONE	925-222-5934
EMAIL	julia@hmont.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: Chief of Education Services

Date: 5/9/25

(Business/Organization Name)

By: 

Title: Director

Date: 05/02/2025

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](#).

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
04/28/2025

PRODUCER
D C INSURANCE SERVICES, Inc.
6345 Balboa Blvd, #251
Encino CA 91316
(800) 624.0912

THIS CERTIFICATE ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Holding Hands Montessori
1401 21st St. #5739
Sacramento, CA 95811

INSURER A: MARKEL INSURANCE CO.
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICES 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXP DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input checked="" type="checkbox"/> Sexual Molestation Coverage _\$100,000 Occ/\$300,000 Agg_ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CCP25329-02	05/16/25	05/16/26	EACH OCCURRENCE	\$1,000,000	
					FIRE DAMAGE (any 1 fire)	\$ 100,000	
					MED EXP (any 1 person)	\$ 15,000	
					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"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> Non-Owned Auto Liab. <input type="checkbox"/> Excess Transportation - <input type="checkbox"/> _____				COMBINED SINGLE LIMIT (Ea Accident)	\$	
					BODILY INJURY (per person)	\$	
					BODILY INJURY (per accident)	\$	
					PROPERTY DAMAGE (Per accident)	\$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY - EA ACCIDENT	\$	
					OTHER THAN AUTO ONLY	EA ACC	\$
						AGG	\$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ _____				EACH OCCURRENCE	\$	
					AGGREGATE	\$	
						\$	
						\$	
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				<input type="checkbox"/> WC Statutory Limits <input type="checkbox"/> Other		
					E.L. EACH ACCIDENT	\$	
					E.L. DISEASE -EA EMPLOYEE	\$	
					E.L. DISEASE -POLICY LIMIT	\$	
A	OTHER: Student Accidental Medical - Primary	CCH25330-02	05/16/25	05/16/26	\$35,000 Expense Benefit Max.Amt. Each Enrolled Child		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSMENT/SPECIAL PROVISIONS:
Insured Location: 4000 Clayton Rd, Concord, CA 94521

CERTIFICATE HOLDER [X] ADDITIONAL INSURED: INSURER LETTER: _A_

Mount Diablo Unified School District
1936 Carlotta Dr.
Concord, CA 94519

FAX:

ACORD 25 (2006/07)

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **10** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



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):

Mount Diablo Unified School District
1936 Carlotta Dr.
Concord, CA 94519

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

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

Internship Agreement

THIS INTERNSHIP AGREEMENT (“Agreement”), dated for convenience April 29, 2025, is between Mt. Diablo Unified School District (the “District”) and RORE Manufacturing Inc DBA Roof and Realm (the “Business/Organization”), collectively the “Parties” by and on behalf of its Mt. Diablo Youth Empowerment 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, 2025 and terminates on May 31, 2027. 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.	College & Career Department
HEAD OF SITE/ DEPT.	Heather Fontanilla, Director, College & Career

STREET ADDRESS	1936 Carlotta Drive
CITY, STATE, ZIP	Concord, CA 94519
TELEPHONE	925-682-8000 x4011
EMAIL ADDRESS	fontanillah@mdusd.org

Notice to Business Organization	
BUSINESS/ORGANIZATION:	RORE Manufacturing Inc DBA Roof and Realm
CONTACT PERSON	Fatima Shahid
STREET ADDRESS	2245 Via de Mercados
CITY, STATE, ZIP	Concord, CA 94520
TELEPHONE	(925)849-6390
EMAIL	operations@roofandrealm.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: Chief of Education Services

Date: 5/9/25

Roof and Realm

By: Fatima Shahid

Title: CEO

Date: April 29, 2025

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](#).

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
As Required By Written Contract With The Named Insured, Fully Executed Prior To The Named Insured's Work	As Required By Written Contract With The Named Insured, Fully Executed Prior To The Named Insured's Work
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

Internship Agreement

THIS INTERNSHIP AGREEMENT (“Agreement”), dated for convenience 4/22/25, is between Mt. Diablo Unified School District (the “District”) and Save Mount Diablo (the “Business/Organization”), collectively the “Parties” by and on behalf of its Mt. Diablo Youth Empowerment 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, 2025 and terminates on May 31, 2027. 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.	College & Career Department
HEAD OF SITE/ DEPT.	Heather Fontanilla, Director, College & Career

STREET ADDRESS	1936 Carlotta Drive
CITY, STATE, ZIP	Concord, CA 94519
TELEPHONE	925-682-8000 x4011
EMAIL ADDRESS	fontanillah@mdusd.org

Notice to Business Organization	
BUSINESS/ORGANIZATION:	Save Mount Diablo
CONTACT PERSON	Sean Burke
STREET ADDRESS	201 N Civic Dr, Suite 190
CITY, STATE, ZIP	Walnut Creek, Ca, 94596
TELEPHONE	925-947-3535
EMAIL	sburke@savemountdiablo.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: Chief of Education Services

Date: 5/9/25

(Business/Organization Name)

By: *Sean Burke*

Title: Land Program Director

Date: 4/22/25

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)

4/23/2025

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 Risk Strategies Company Burlingame Office PO Box 818078 Cleveland, OH 44181-8078 BURL	CONTACT NAME: Paula Anderson PHONE (A/C, No, Ext): (650) 762-0404 E-MAIL ADDRESS: panderson@risk-strategies.com	FAX (A/C, No): (650) 762-0490
	INSURER(S) AFFORDING COVERAGE	
INSURED Save Mount Diablo 201 N Civic Drive Suite 190 Walnut Creek CA 94596	INSURER A: Federal Insurance Company	NAIC # 20281
	INSURER B: Republic Indemnity Company of America	NAIC # 22179
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 84959117

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 OTHER:	<input checked="" type="checkbox"/>		35352186	5/1/2025	5/1/2026	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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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			2473609022	5/1/2025	5/1/2026	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 \$			79756740	5/1/2025	5/1/2026	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
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	N/A	25101709	8/9/2024	8/9/2025	<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)

Mt. Diablo Unified School District, the District, its officers, officials, employees, pupils, and volunteers are included as Additional Insured as respects General Liability per attached form 80-02-2367 regarding Summer Intern.

CERTIFICATE HOLDER**CANCELLATION**

Mt Diablo Unified School District
 1936 Carlotta Drive
 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

RSC Insurance Brokerage

© 1988-2015 ACORD CORPORATION. All rights reserved.

Liability Insurance

Endorsement

Policy Period 5/1/2025 TO 5/1/2026
Effective Date 5/1/2025
Policy Number 35352186
Insured Save Mount Diablo
Name of Company Federal Insurance Company
Date Issued 4/23/2025

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative

