



## MT. DIABLO UNIFIED SCHOOL DISTRICT INTERNSHIP AGREEMENT

**THIS INTERNSHIP AGREEMENT (“Agreement”)** is between Mt. Diablo Unified School District located and           Moose Metal           (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 students, in order to develop occupational competencies;

**Whereas**, the parties agree that the Business/Organization benefits from this Agreement by gaining productive contributions by students 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 February 1, 2019 and end on February 1, 2022.

### 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
- Appropriate workplace conduct, behavior, and dress
- Importance of respecting rules of confidentiality, safety and security
- Procedures for communicating

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

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

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

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

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

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

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

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

K. District shall maintain all academic records of the intern(s).

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

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

-

A. The Business/Organization will assign a liaison who will be directly responsible for supervising intern(s). The Business/Organization will provide the District with the names, addresses, and telephone numbers of the liaison and he or she will be provided with a copy of this Agreement before intern(s) begin work.

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

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

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

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

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

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

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

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

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

K. The Business/Organization may request that the WBL Coordinator remove the intern from the program who does not perform satisfactorily, or who fails/refuses to adhere to the Business/Organization's policies, procedures, rules and regulations. This includes



requesting removal of intern(s) who fail to adhere to appropriate behavior, dress and hygiene standards.

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

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

#### **4. CONFIDENTIAL STUDENT INFORMATION**

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

#### **5. INSURANCE**

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

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

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

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

i. **Additional Insured Status**

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

**ii. Primary Coverage**

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

**6. INDEMNIFICATION**

A. The Business/Organization agrees to indemnify and hold harmless the District and its Board, officers, employees and agents, against all claims, demands, damages, costs, 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.

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.	Mt. Diablo Unified School District
HEAD OF SITE/ DEPT.	Dr. Nellie Meyer
STREET ADDRESS	1936 Carlotta Drive
CITY, STATE, ZIP	Concord, CA 94519
TELEPHONE	925-682-8000
FAX	925-556-6692
EMAIL ADDRESS	adalatm@mdusd.org

### NOTICE TO THE BUSINESS / ORGANIZATION:

BUSINESS/ORGANIZA TION:	Moose Metal
<b>CONTACT PERSON</b>	<b>Ewa Sobilo</b>
STREET ADDRESS	1038 Shary Circle #7
CITY, STATE, ZIP	Concord, CA 94518
TELEPHONE	925-676-6667
FAX	925-686-3825
EMAIL ADDRESS	ewa@moosemetal.com

## 7. TERMINATION

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

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



MT. DIABLO UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_

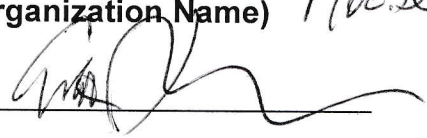
Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Business/Organization Name)

Moose Metal

By: \_\_\_\_\_



EWA SOBILLO

Title: \_\_\_\_\_

Owner

Date: \_\_\_\_\_

1-30-19