



## MT. DIABLO UNIFIED SCHOOL DISTRICT INTERNSHIP AGREEMENT

**THIS INTERNSHIP AGREEMENT (“Agreement”)** is between Mt. Diablo Unified School District (the “District”) and East Bay CPR (the “Business/Organization”), 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 enrolled youth, in order to develop enrolled youth’s occupational competencies;

**Whereas**, the parties agree that the Business/Organization benefits from this Agreement by gaining productive contributions by enrolled youth in the workplace, positive publicity as a partner supporting youth, an opportunity to develop leadership and mentoring skills among its workforce, and an expanded potential hiring pool.

**In order to** effectuate the purpose and benefits of this Agreement, the parties further agree to the terms and conditions provided below.

### 1. TERM

The term of this Agreement shall commence on June 1, 2022 and end on June 1, 2024.

### 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, and expenses of whatever nature. Including court costs and reasonable attorney fees, arising out of or resulting directly or indirectly from the negligent or intentional acts or omissions of the Business/Organization or its Board, officers or employees.

Notwithstanding the foregoing, Business/Organization shall have no obligation under this section with respect to any loss that is caused by the sole negligence or willful misconduct of the District and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Business/Organization, its subcontractors or either' agent or employee, as determined by a court of competent jurisdiction.

B. The District agrees to indemnify and hold harmless the Business/Organization and its Board, officers, employees and agents, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting directly or indirectly from the negligent or intentional acts or omissions of the District or its Board, officers or employees. Notwithstanding the foregoing, District shall have no obligation under this Section with respect to any Loss that is caused by the sole negligence or willful misconduct of Business/Organization and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by District, its subcontractors or either's agent or employee, as determined by a court of competent jurisdiction.

**7. NON-DISCRIMINATION**

The parties agree that all intern(s) participating in the work-based learning experience pursuant to this Agreement shall not be discriminated against based on race, color,

religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, veteran status, medical condition (cancer related or genetic characteristic) as defined in section 12926 of the California Government Code, citizenship, or any other protected status, within the limits imposed by law or agency policy.

In the event of noncompliance by either party to this Agreement, it may be suspended in whole or in part.

**8. NOTICE TO THE PARTIES**

All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and registered, as follows:

**NOTICE TO THE DISTRICT:**

DISTRICT SITE/ DEPT.	
HEAD OF SITE/ DEPT.	
STREET ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	
FAX	
EMAIL ADDRESS	

**NOTICE TO THE BUSINESS / ORGANIZATION:**

BUSINESS/ORGANIZA TION:	East Bay CPR
CONTACT PERSON	David Pintado
STREET ADDRESS	1213 Linden Dr
CITY, STATE, ZIP	Concord, Ca 94520

TELEPHONE	925 708 1332
FAX	
EMAIL ADDRESS	CPR Eastbay @ gmail . com

**7. TERMINATION**

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

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

**MT. DIABLO UNIFIED SCHOOL DISTRICT**

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

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

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

**(Business/Organization Name)**

By: East Bay CPR / David Portado

Title: owner

Date: 6/2/22





**Certificate of Insurance**  
**OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM**

Print Date: 5/17/2022

The application for the Policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

<b>PRODUCER</b> 018098	<b>BRANCH</b> 970	<b>PREFIX</b> HPG	<b>POLICY NUMBER</b> 0619117905	<b>POLICY PERIOD</b> From: 06/05/22 to 06/05/23 at 12:01 AM Standard Time
<b>Named Insured and Address:</b> East Bay CPR 1213 Linden Dr Concord, CA 94520-4015			<b>Program Administered by:</b> Healthcare Providers Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034 1-888-288-3534 www.hpsso.com	
<b>Medical Specialty:</b> Health Educator Firm		<b>Code:</b> 00000		<b>Insurance Provided by:</b> American Casualty Company of Reading, Pennsylvania 151 N. Franklin Street Chicago, IL 60606
Excludes Cosmetic Procedures				

**Professional Liability** \$ 1,000,000 each claim \$ 3,000,000 aggregate

Your professional liability limits shown above include the following:

- \* Good Samaritan Liability
- \* Malplacement Liability
- \* Personal Injury Liability
- \* Sexual Misconduct Included in the PL limit shown above subject to \$ 25,000 aggregate sublimit

**Coverage Extensions**

License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit	\$ 1,000	per day limit	\$ 25,000	aggregate
Deposition Representation	\$ 10,000	per deposition	\$ 10,000	aggregate
Assault	\$ 25,000	per incident	\$ 25,000	aggregate
Includes Workplace Violence Counseling				
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid	\$ 10,000	per incident	\$ 10,000	aggregate
Damage to Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate
Enterprise Privacy Protection - Claims Made	\$ 25,000	per incident	\$ 25,000	aggregate
Retroactive Date: 6/05/2015 (Defense inside limits)				
Media Expense	\$ 25,000	per incident	\$ 25,000	aggregate

**Workplace Liability**

Workplace Liability	Included in Professional Liability Limit shown above
Fire & Water Legal Liability	Included in the PL limit shown above subject to \$150,000 aggregate sublimit
Personal Liability	Excluded


Total \$ 441.00

Base Premium \$441.00

**Policy Forms and Endorsements** (Please see attached list of policy forms and endorsements)

Medical Speciality is amended to include Consulting Services (GSL-5587)

  
**Chairman of the Board**

  
**Secretary**

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

**Coverage Change Date:**  
CNA93692 (11-2018)

**Endorsement Date:**

**Master Policy:** 188711433



## POLICY FORMS & ENDORSEMENTS

The following are the policy forms and endorsements that apply to your current professional liability policy.

### **COMMON POLICY FORMS & ENDORSEMENTS**

<b>FORM #</b>	<b>FORM NAME</b>
G-121500-D (04-08)	Common Policy Conditions
G-121503-C (07-01)	Workplace Liability Form
G-121501-C1 (07-01)	Occurrence Policy Form - California
CNA94164 (11-18)	Amendment Definition of Claim Endorsement
G-145184-A (06-03)	Policyholder Notice - OFAC Compliance Notice
G-147292-A (03-04)	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15564 (10-09)	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565 (03-10)	Healthcare Providers Professional Liability Assault Coverage
GSL17101 (02-10)	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424 (05-09)	Services to Animals
GSL13425 (05-09)	Business Owner Coverage Extension Endorsement
CNA80052 (10-14)	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
G-123846-D04 (07-01)	California Cancellation and Non-Renewal
CNA81753 (03-15)	Coverage & Cap on Losses from Certified Acts Terrorism
CNA81758 (01-21)	Notice - Offer of Terrorism Coverage & Disclosure of Premium
CNA82011 (04-15)	Related Claims Endorsement
CNA79575 (07-14)	Exclusion of Cosmetic Procedures
CNA79516 (10-14)	Enterprise Privacy Protection
CNA89026 (05-17)	Media Expense Coverage
CNA96096 (06-19)	Amended Definition of You and Yours
G-141231-A (07-01)	Additional Insured Healthcare Entity
GSL-5587 (11-05)	Consulting Services Liability Endorsement
GSL-6720 (10-06)	Fitness Liability Endorsement

### **PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.**

For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.

For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the Local Tax is the KY Local Government Premium Tax. As required by 806 Ky. Admin Regs. 2:100, this Notice is to advise you that a surcharge has been applied to your insurance premium and is separately itemized on the Declarations page or billing instrument attached to your policy, as required KRS. §136.392.

For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.

For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2022 Regular Assessment.

Form #: CNA93692 (11-2018)

Named Insured: East Bay CPR

Master Policy #: 188711433

Policy #: 0619117905