



MT. DIABLO UNIFIED SCHOOL DISTRICT

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

THIS INTERNSHIP AGREEMENT (“Agreement”), dated for convenience June 4, 2024 is **between** Mt. Diablo Unified School District (the “District”) and Acme Press, Inc. DBA CALITHO (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) (“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, 2024 and terminates on May 31, 2026. 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.	Partnerships & MTSS
HEAD OF SITE/ DEPT.	Stephanie Roberts, Director of Partnerships & MTSS
STREET ADDRESS	1026 Mohr Lane
CITY, STATE, ZIP	Concord, CA 94519
TELEPHONE	925-682-8000 x6203

EMAIL ADDRESS	robertss@mdusd.org
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Notice to Business Organization	
BUSINESS/ORGANIZATION:	ACME PRESS, INC. DBA CALITHO
CONTACT PERSON	Jennifer Estevez
STREET ADDRESS	2312 Stanwell Drive
CITY, STATE, ZIP	Concord, CA, 94520
TELEPHONE	(925) 682-1111
EMAIL	hr@calitho.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/nrt>.

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:

Date:

(Business/Organization Name)

By: 

Title: President

Date: 06-4-2024

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.

NOTEPAD:

HOLDER CODE **MTDIAB4**
INSURED'S NAME **ACME Press, Inc. dba Calitho**

ACMEPR1
OP ID: JC

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Date **05/07/2024**

Mt Diablo Unified School District, the District its officers, officials, employees, pupils and volunteers are included as Additional Insured per the attached endorsement.

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
Mt Diablo Unified School District: its officers officials agents and volunteers	
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.