

**MT. DIABLO UNIFIED SCHOOL DISTRICT  
INTERNSHIP AGREEMENT**

**THIS INTERNSHIP AGREEMENT (“Agreement”)** is between Mt. Diablo Unified School District located and Community Youth Center (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 Student 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 District students, along with related classroom instruction, in order to develop students’ occupational competencies;

**Whereas**, the parties agree that the Business/Organization benefits from this Agreement by gaining productive contributions by District students in the workplace, positive publicity as a partner supporting students, 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, 2017 and end on June 1, 2018.

**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 student intern(s) for the duration of the internship period.

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

- D. The District will provide student 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 student intern(s) and will identify student intern(s) to be interviewed and considered for placement, based on information provided by Business/Organization.
- F. The WBL Coordinator will provide student intern(s) with all necessary information regarding the Business/Organization and will ensure that student(s) has signed an Internship Agreement prior to the start of the internship.
- G. The WBL Coordinator will meet with student 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 student(s) and Business/Organization for the purpose of monitoring student 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 student 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 student(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 student 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 student intern(s) begin work.
- B. The Business/Organization will provide supplemental training and assistance required to insure that student 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 student 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 students.
- E. The Business/Organization will maintain regular contact with the WBL Coordinator, including immediate contact whenever a concern arises about a student intern and/or his or her work experience.

F. The Business/Organization will provide tasks, duties and projects that are relevant to the student 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 student intern(s) to complete assigned tasks unless specific arrangements are made with the WBL Coordinator.

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

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

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

K. The Business/Organization may request that the WBL Coordinator remove the student 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 student intern(s) who fail to adhere to appropriate behavior, dress and hygiene standards.

L. The Business/Organization will review with student intern(s) completed Internship Evaluation and provide feedback on students' 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 student information, the disclosure of which to third-parties may be damaging to students. Consequently, the Business/Organization agrees that all student 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. For the duration of the Agreement, both Parties shall maintain insurance against claims for of negligence and intentional actions or omissions of their officers, employees and agents. The District shall also 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. District Insurance shall cover the parties and their agents, representatives, employees or subcontractors and shall be in the amount indicated below.

B. 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 of no less than **\$1,000,000** per occurrence. If a general aggregate



limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

**6. INDEMNIFICATION**

A. The District agrees to indemnify and hold harmless the Business/Organization and its Board, officers, employees and agents against all claims, demands, damages, and costs arising out of or resulting directly or indirectly from the negligent or intentional actions or omissions of the District or its Board, officers, volunteers, students or employees. Notwithstanding the foregoing, the District shall have no obligation under this section with respect to any loss that is caused by the sole negligence or willful misconduct of the Business/Organization and is not contributed to by any act or omission by the District, its subcontractors, agent or employees, as determined by a court of competent jurisdiction.

B. The Business/Organization agrees to indemnify and hold harmless the District and its Board, officers, employees and agents against all claims, demands, damages, and costs arising out of or resulting directly or indirectly from the gross negligent or intentional actions or omissions of the Business/Organization or its Board, officers or employees. Notwithstanding the foregoing, the 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 by the Business/Organization, its subcontractors, agent or employees, as determined by a court of competent jurisdiction.

**7. NON-DISCRIMINATION**

A. The parties agree that all student(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.

B. 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/ORGANIZATION:	Community Youth Center
CONTACT PERSON	Cassie Taylor
STREET ADDRESS	2241 Galaxy Ct.
CITY, STATE, ZIP	Concord CA 94520
TELEPHONE	925. 771. 5929
FAX	
EMAIL ADDRESS	ctaylor@cycmail.org

**7. TERMINATION**

This Agreement may be terminated by the mutual written agreement of both parties. Alternatively, either party may terminate this Agreement with fourteen (14) days prior written notice to the other. This Agreement may be terminated immediately by either 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: Cassie Taylor

Title: Asst. Program Director

Date: 04/24/17



**MT. DIABLO UNIFIED SCHOOL DISTRICT  
INTERNSHIP AGREEMENT**

**THIS INTERNSHIP AGREEMENT (“Agreement”)** is between Mt. Diablo Unified School District located and Ambrose Recreation & Park District Teen Center (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 Student 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 District students, along with related classroom instruction, in order to develop students’ occupational competencies;

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

D. The District will provide student 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 student intern(s) and will identify student intern(s) to be interviewed and considered for placement, based on information provided by Business/Organization.

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

G. The WBL Coordinator will meet with student 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 student(s) and Business/Organization for the purpose of monitoring student 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 student 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 student(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**

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B. The Business/Organization will provide supplemental training and assistance required to insure that student 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 student 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 students.

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

F. The Business/Organization will provide tasks, duties and projects that are relevant to the student 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 student intern(s) to complete assigned tasks unless specific arrangements are made with the WBL Coordinator.

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

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

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



K. The Business/Organization may request that the WBL Coordinator remove the student 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 student intern(s) who fail to adhere to appropriate behavior, dress and hygiene standards.

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

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#### **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**

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

**NOTICE TO THE BUSINESS / ORGANIZATION:**

BUSINESS/ORGANIZATION:	Ambrose Recreation & Park Dist.
CONTACT PERSON	Doug Long, General Manager
STREET ADDRESS	3105 Willow Pass Road
CITY, STATE, ZIP	Day Point, CA 94565
TELEPHONE	(925) 458-1601
FAX	(925) 458-2736
EMAIL ADDRESS	dlong@ambroserec.org

**7. TERMINATION**

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**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: General Manager

Date: 4/11/17



## MT. DIABLO UNIFIED SCHOOL DISTRICT INTERNSHIP AGREEMENT

**THIS INTERNSHIP AGREEMENT (“Agreement”)** is between Mt. Diablo Unified School District located and Monument Crisis Center (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 Student Intern(s) in the Business/Organization, as detailed in this Agreement.

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- i. **Additional Insured Status**

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**NOTICE TO THE BUSINESS / ORGANIZATION:**

BUSINESS/ORGANIZA TION:	Monument Crisis Center
<b>CONTACT PERSON</b>	Sandra Scherer
STREET ADDRESS	1990 Market Street
CITY, STATE, ZIP	Concord CA 94520
TELEPHONE	(925) 222-6868
FAX	(925) 825-8732
EMAIL ADDRESS	<a href="mailto:Sscherer@MonumentCrisisCenter.org">Sscherer@MonumentCrisisCenter.org</a>

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**MT. DIABLO UNIFIED SCHOOL DISTRICT**

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

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

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

**Monument Crisis Center**

Signature:  \_\_\_\_\_

Name: Sandra Scherer

Title: Executive Director

Date: 5/16/17





## MT. DIABLO UNIFIED SCHOOL DISTRICT OSY INTERNSHIP AGREEMENT

**THIS INTERNSHIP AGREEMENT (“Agreement”)** is between Mt. Diablo Unified School District located and Zen Toolworks (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 YES 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 YES 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, 2017 and end on June 1, 2020.

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

### NOTICE TO THE BUSINESS / ORGANIZATION:

BUSINESS/ORGANIZA TION:	
<b>CONTACT PERSON</b>	
STREET ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	
FAX	
EMAIL ADDRESS	



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:	Zen Toolworks, Inc.
CONTACT PERSON	Xin Chen
STREET ADDRESS	1000 Detroit Ave. Suite J
CITY, STATE, ZIP	Concord, CA 94578
TELEPHONE	925 378 5168
FAX	
EMAIL ADDRESS	xin@zencnc.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: \_\_\_\_\_

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

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

**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: Xin Chen (Xin Chen)

Title: Founder, Zen Toolworks, Inc.

Date: 6/12/2017



## MASTER EDUCATION AFFILIATION AGREEMENT

This MASTER EDUCATION AFFILIATION AGREEMENT (“**Agreement**”), effective as of 09/01/2015 (“**Effective Date**”) is entered by and between JOHN MUIR HEALTH, a California nonprofit public benefit corporation, on behalf of all of its hospitals and locations (“**JMH**”), on the one hand, and **MT. DIABLO UNIFIED SCHOOL DISTRICT, a California public high school district, doing business as Mt. Diablo High School and Ygnacio Valley High School (“SCHOOL”)**, on the other hand. JMH and SCHOOL are sometimes referred to in this Agreement individually as a “**Party**” or, collectively, as the “**Parties.**”

### RECITALS

A. JMH owns and operates two (2) general acute care hospitals known as John Muir Medical Center – Walnut Creek (“**JMMC-Walnut Creek**”) and John Muir Medical Center – Concord (“**JMMC-Concord**”), a home health agency known as John Muir Home Health Services (the “**Agency**”), and other centers, services and facilities throughout Contra Costa County, California (collectively, the “**JMH Facilities**”).

B. SCHOOL provides clinical/practical education for students who have enrolled in the program(s) designated in Exhibit A (each a “**Program**” and, collectively, the “**Programs**”).

C. SCHOOL desires access to facilities and services in which students enrolled in such Programs (“**Student**” or “**Students**”) and/or such Program faculty members employed or otherwise retained by SCHOOL (“**Faculty**”) can obtain broader clinical and community health learning experiences; and in which Students and/or Faculty can observe and participate in patient care provided by qualified professionals at the JMH Facilities (with respect to Students, the “**Student Services**” and with respect to Faculty, the “**Faculty Observation**”).

D. JMH has facilities and services available in which such Student Services and Faculty Observation can occur, and pursuant to the terms and conditions of this Agreement is willing to allow SCHOOL to utilize certain areas of the JMH Facilities for Students and/or Faculty to participate in such Student Services and Faculty Observation in furtherance of the requirements of the applicable Program(s).

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### AGREEMENT

#### ARTICLE I SCHOOL’S RESPONSIBILITIES

**1.1. Administration of Program(s).** SCHOOL shall be responsible for the overall administration of the Program(s), including, without limitation, curriculum development, grading, requirements for matriculation, credits, scheduling, and assistance, education, and instruction of Students and/or Faculty with respect to Student Services and/or Faculty Observation and any other education provided by SCHOOL with respect to the Program(s) (collectively, “**Clinical Training**”).

**1.2. Educational Standards.** SCHOOL shall establish the educational goals and objective of each of the Programs in a manner consistent with the standards and requirements set forth by SCHOOL and any applicable Program accreditation bodies. Such goals and objectives shall reflect SCHOOL's commitment to providing Clinical Training to Students enrolled in the Programs.

**1.3. Supervision.** SCHOOL shall be responsible for assignment, evaluation, counseling, and guidance, of Students assigned to the JMH Facilities.

(a) **Clinical Instructors.** SCHOOL shall, in consultation with JMH, designate Faculty with appropriate education, training, and experience ("**Clinical Instructors**") to plan, oversee, and evaluate the Clinical Training, upon the terms and subject to the conditions set forth in this Agreement. JMH employees may hold joint appointment serving as Clinical Instructors, subject to JMH's consent in its sole discretion, which consent shall not be unreasonably withheld. Clinical Instructors providing on-site supervision at the JMH Facilities must qualify for, obtain, and maintain a faculty appointment with SCHOOL in accordance with SCHOOL's academic review and appointment procedures.

(b) **Program Directors.** With respect to each of the Programs, SCHOOL shall designate at least one (1) and up to two (2) members of SCHOOL's regular full-time Faculty to provide coordination, oversight, and direction of Students' Clinical Training in the applicable Program ("**Program Director**"). The Program Directors associated with each of the Programs are identified in Exhibit B. Each Program Director shall also serve as SCHOOL's liaison with JMH and the other Clinical Instructors for the applicable Program. The Program Director shall possess suitable equivalent qualifications as an instructor, clinician, and administrator for the Program, as determined by SCHOOL. Without limiting the foregoing, the Program Director shall be responsible for the following:

(i) Coordinating Students' educational activities and assignments while they participate in Clinical Training at JMH Facilities;

(ii) Developing and implementing a mechanism for evaluation of the performance of Students to include, where appropriate, input from JMH;

(iii) Maintaining records concerning the education of Students and of Students' time spent on Clinical Training as required by SCHOOL;

(iv) Requiring Students to comply with the requirements and qualifications of the Program; and

(v) Providing the names of Students, their level of training, and their assignments (including dates, times, and JMH Facilities) to JMH sufficiently in advance of their clinical placement to allow for convenient planning of activity schedules.

**1.4. Student and Faculty Qualifications.** SCHOOL shall ensure that each Student and/or Faculty participating in Student Services and/or Faculty Observation under this Agreement shall: (a) be approved in advance by JMH in its sole and absolute discretion; (b) be currently enrolled in, or a Faculty member of, a Program and have satisfactorily completed all portions of the Program



that are a prerequisite to participating in Clinical Training; and (c) satisfy all of the requirements and qualifications set forth in Exhibit C attached to this Agreement, as modified or amended by JMH from time to time. SCHOOL shall, at its sole cost and expense, submit to JMH such documentation and information as JMH may request from time to time to verify Students' and/or Faculty member compliance with the requirements and qualifications set forth in this Agreement.

**1.5. Clinical Instructor Requirements and Qualifications.** SCHOOL shall ensure that each Clinical Instructor providing Clinical Training under this Agreement shall: (a) be approved in advance by JMH in its sole and absolute discretion; (b) have and maintain a current, valid license in the State of California in the applicable clinical discipline (e.g., physical therapy, pharmacy, nursing); and (c) satisfy all of the requirements and qualifications set forth in Exhibit C attached to this Agreement, as modified or amended by JMH from time to time. SCHOOL shall, at its sole cost and expense, submit to JMH such documentation and information as JMH may request to verify Clinical Instructors' compliance with the requirements and qualifications set forth in this Agreement.

**1.6. Clinical Training.** SCHOOL and Clinical Instructors assigned to the JMH Facilities shall be responsible for Clinical Training, including without limitation Student and/or Faculty orientation regarding the Program(s), classroom and clinical instruction and the provision of any instructional materials necessary or appropriate for Students' and/or Faculty's participation in the Program(s) and/or Clinical Training.

**1.7. Scheduling.** SCHOOL shall, prior to each Student arriving at any of the JMH Facilities to receive Clinical Training, submit to JMH a proposed schedule of the dates, times and places when such Student shall receive Clinical Training at the JMH Facilities, which schedule shall be subject to JMH's prior approval in its sole and absolute discretion. With respect to each Program, SCHOOL shall coordinate with the corresponding JMH contact designated in Exhibit B (each, a "JMH Program Contact").

**1.8. Program Supplies and Materials.** SCHOOL shall be responsible for providing, at its sole cost and expense, any and all educational supplies, materials and equipment necessary or appropriate for Students' and/or Faculty's participation in the Program(s) and Clinical Training.

**1.9. Compliance with Laws, Rules and Regulations.** SCHOOL shall comply, and shall ensure that participating Students, Faculty, and Clinical Instructors shall comply, with (a) all applicable federal and state laws and regulations; (b) the bylaws, rules, regulations, policies and procedures of JMH, JMMC-Walnut Creek, JMMC-Concord, and other JMH Facilities; (c) the standards and recommendations of The Joint Commission; and (d) any performance standards or protocols applicable to the Clinical Training or the Program(s), each as adopted or amended from time to time (the "JMH Rules"). Without limiting the generality of the preceding sentence, SCHOOL represents and warrants that as of the Effective Date and at all times during the term of this Agreement, SCHOOL shall comply with applicable laws and regulations governing the utilization of agencies or facilities for prelicensure and/or continuing education clinical experience



**1.10. Removal of Students, Faculty, and Clinical Instructors.** SCHOOL shall, upon written request by JMH, immediately remove any Student, Faculty, and/or Clinical Instructor from participating in Student Services, Faculty Observation or Clinical Training, as applicable, who:

(a) Violates any JMH Rules or JMH's corporate compliance program or any corporate integrity agreement applicable to JMH;

(b) Engages in conduct that, in JMH's sole and absolute determination, jeopardizes the mental or physical health, safety or well-being of any person or damages the reputation of JMH;

(c) Fails to satisfy any of the standards and qualifications set forth in this Agreement;

(d) Fails to comply with any other material terms or conditions of this Agreement after being given written notice of that failure and thirty (30) days' opportunity to comply;

(e) Is charged with of a felony, a misdemeanor involving fraud, dishonesty, or moral turpitude, or any crime relevant to the provision of Student Services, Faculty Observation, or Clinical Training, as applicable, or the practice of a licensed health profession;

(f) Is excluded, suspended, debarred or otherwise sanctioned from participation in any federal or state healthcare program, including Medicare, Medicaid or TRICARE programs (collectively, "**Government Health Care Programs**"), or has been convicted or found to have violated any federal or state fraud and abuse law or illegal remuneration law; or

(g) Fails to be covered by the professional liability insurance required to be maintained under this Agreement.

**1.11. Records.** SCHOOL shall maintain all records and reports concerning the education of Students and of Students', Faculty members', and Clinical Instructors' time spent in any Program activities conducted under this Agreement, as may be required by SCHOOL and the JMH Rules; provided, however, that all patient medical records shall be and remain the sole property of JMH.

**1.12. Additional Terms and Conditions.** SCHOOL shall comply with the additional terms and conditions specified in Exhibit D attached to this Agreement.

## **ARTICLE II JMH'S RESPONSIBILITIES**

**2.1. Clinical Training.** JMH shall permit such Students and/or Faculty as approved in advance by JMH in accordance with this Agreement to observe and participate in Clinical Training, as applicable, upon the terms and subject to the conditions set forth in this Agreement. The time, place and subject matter of any and all Clinical Training provided at the JMH Facilities shall be subject to the prior approval of JMH in its sole and absolute discretion.

**2.2. Preceptor.** JMH shall assign at least one (1) JMH employee or agent to facilitate Clinical Training and to provide guidance to Students at the JMH Facilities as part of the Program ("**Preceptor**"). Preceptor will:

(a) Plan, in conjunction with SCHOOL, the Program and Clinical Training that will fulfill SCHOOL's educational requirements and meet the objectives mutually agreed upon by the parties;

(b) Be present and available at the JMH Facilities at all times that Students and/or Faculty are scheduled to participate in Clinical Training at the JMH Facilities and to provide assistance, education and instruction of Students with respect to Clinical Training;

(c) Meet with or otherwise contact SCHOOL to discuss any questions or concerns regarding the Program(s), Students, Faculty, Clinical Instructors, or Clinical Training;

(d) Provide guidance to the Students regarding Student Services;

(e) Participate in periodic evaluation conferences in which the Student Services are evaluated, and provide an evaluation for each Student who participates in Student Services on forms furnished by SCHOOL; and

(f) Provide each Student with a completed Preceptor Verification Form and a copy of Preceptor's curriculum vitae.

**2.3. Orientation; JMH Rules.** JMH shall be responsible for orientation of Students, Faculty, and Clinical Instructors regarding information about the JMH Facilities and the JMH Rules.

**2.4. Health Needs.** Neither JMH nor any JMH Facility shall be required to provide health care services to Students, Faculty, or Clinical Instructors except in emergency situations. The Student, Faculty member, or Clinical Instructor requiring emergency care is responsible for paying the costs associated with providing such care.

**2.5. Clinical Staffing.** JMH shall ensure that staffing at the JMH Facilities is adequate in number and quality to ensure safe and continuous delivery of health care services to patients.

**2.6. Additional Terms and Conditions.** JMH shall comply with the additional terms and conditions specified in Exhibit E attached to this Agreement.

### ARTICLE III TERM AND TERMINATION

**3.1. Term.** This Agreement shall be effective as of the Effective Date and shall continue for a period of four (4) years subject to the termination provisions set forth in this Agreement.

**3.2. Termination.**

(a) Termination by JMH. JMH shall have the right to terminate this Agreement immediately upon the occurrence of any one or more of the following events: (i) breach of this Agreement by SCHOOL if such breach is not cured to the satisfaction of JMH within thirty (30) days after written notice of such breach from JMH; (ii) SCHOOL is suspended, excluded, debarred or otherwise sanctioned from participation in any Government Health Care Program; (iii) SCHOOL'S educational accreditation is suspended or revoked; (iv) SCHOOL: (A) utilizes a



Clinical Instructor who has not been approved by JMH to furnish Clinical Training under this Agreement; (B) permits a Student to provide Student Services who has not been approved by JMH to furnish Student Services under this Agreement; (C) permits a Faculty member to participate in Faculty Observation who has not been approved by JMH to participate in Faculty Observation under this Agreement; or (D) fails to remove a Student from furnishing Student Services, a Faculty member from participating in Faculty Observation, or a Clinical Instructor from furnishing Clinical Training in accordance with Section 1.10 of this Agreement; or (v) JMH determines, in its sole and absolute discretion, that this Agreement or the continuation of this Agreement: (A) violates or presents risk of violation of applicable federal, state or local law; (B) jeopardizes the mental or physical health or well-being of any patient; or (C) damages or may damage the reputation of JMH or any Affiliate (as defined below).

(b) Termination by SCHOOL. SCHOOL may terminate this Agreement immediately upon breach of this Agreement by JMH which is not cured to the satisfaction of SCHOOL within thirty (30) days after JMH's receipt of written notice of such breach from SCHOOL.

(c) Termination Without Cause. Either Party may terminate this Agreement without cause, expense or penalty upon ninety (90) days' prior written notice to the other Party.

(d) Effect of Termination. Any Student participating in the Program under the Agreement on the date of notice of termination under this Section shall be entitled to complete the Program for the Student's then-current rotation, unless removed under Section 1.10 of this Agreement.

#### ARTICLE IV INSURANCE AND INDEMNIFICATION

**4.1. SCHOOL Insurance.** SCHOOL shall provide and maintain, at its sole cost and expense, the following insurance coverage during the term of this Agreement:

(a) Professional Liability Insurance. SCHOOL shall provide and maintain, or shall require all Students, Faculty, and Clinical Instructors to purchase, professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence or claim and Three Million Dollars (\$3,000,000) in the annual aggregate for the acts and omissions of each Student and any person employed or retained by SCHOOL who provides services under this Agreement, including, without limitation, Faculty and Clinical Instructors who provide Clinical Training under this Agreement.

(b) General Liability Insurance. SCHOOL shall provide and maintain general liability coverage using Insurance Services Office occurrence form CG 00 01 with an edition date prior to 2004 (bodily injury, property damage, personal and advertising injury, and products and completed operations coverage), or an equivalent form that is as broad with no limiting endorsements, in an amount not less than Three Million Dollars (\$3,000,000) per occurrence or claim and Three Million Dollars (\$3,000,000) in the annual aggregate. SCHOOL's General Liability Insurance policy shall name JMH as an additional insured by causing endorsements to be attached to the insurance policy.



(c) Workers' Compensation Insurance. SCHOOL shall maintain and provide evidence of workers' compensation insurance, as may be required by and complying with California's workers' compensation laws that include statutory benefits and employer's liability with a limit not less than One Million Dollars (\$1,000,000) for bodily injury for accident and One Million Dollars (\$1,000,000) policy limit for bodily injury by disease. In the event SCHOOL does not carry workers' compensation insurance on the Students, Faculty, and/or Clinical Instructors, SCHOOL shall maintain and provide evidence of accident insurance on each Student, Faculty, and/or Clinical Instructor, as applicable, with benefits that are no less than Ten Thousand Dollars (\$10,000). SCHOOL shall also require that Student(s) have and maintain adequate health insurance throughout their assignment at JMH. JMH shall not assume any liability under any workers' compensation or employers' liability law on account of any injury to or act of Student, Faculty member, or Clinical Instructor pursuant to this Agreement.

(d) All insurance policies required under this Section shall: (i) apply on a primary noncontributory basis in relation to any other insurance carried independently by JMH, (ii) be written by carriers reasonably satisfactory to each Party, and (iii) if written on a claims-made form, following termination of this Agreement, shall provide coverage surviving for a period of no less than three (3) years.

(e) SCHOOL shall supply JMH with ongoing evidence, consisting of certificates of insurance and endorsements, that all of the required insurance policies under this Agreement are in force including certificates of insurance evidencing the annual renewal of each policy throughout the life of this Agreement and prior to any Student Services, Clinical Training, or Faculty Observations. The evidence of coverage shall designate the "certificate holder" as the addressee for notices pursuant to Section 5.19 of this Agreement and provide that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' prior written notice has been given or ten (10) days' prior written notice for non-payment of premium. SCHOOL shall notify JMH in writing at least thirty (30) days in advance of any cancellation or changes or reduction or other material change in the amount or scope of any coverage required under this Agreement.

#### **4.2. Indemnification.**

(a) By JMH. JMH shall defend, indemnify, and hold SCHOOL, its officers, employees, agents, and Students harmless from and against any and all liability, injury, loss, claims, damages, or costs (including, without limitation, reasonable attorneys' fees and costs incurred by or on behalf of SCHOOL in connection with the defense of such claims) (collectively, "SCHOOL Losses") arising out of the performance of this Agreement, but only in proportion to and to the extent such SCHOOL Losses are caused by or result from the negligence or willful misconduct of JMH and its officers, employees, or agents.

(b) By SCHOOL. SCHOOL shall defend, indemnify, and hold JMH, its officers, employees, and agents harmless from and against any and all liability, injury, loss, claims, damages, or costs (including, without limitation, reasonable attorneys' fees and costs incurred by or on behalf of JMH in connection with the defense of such claims) (collectively, "JMH Losses") arising out of the performance of this Agreement, but only in proportion to and to the extent such JMH Losses are



caused by or result from the negligence or willful misconduct of SCHOOL and its officers, employees, agents, or Students.

**4.3. Survival.** The provisions of this ARTICLE IV shall expressly survive the expiration or earlier termination of this Agreement.

## **ARTICLE V GENERAL PROVISIONS**

**5.1. Administrative Responsibility for JMH Facilities.** JMH shall retain professional and administrative responsibility for the operation of the JMH Facilities and the services being provided under this Agreement, as and to the extent required by California Code of Regulations, title 22, Section 70713. JMH's retention of such responsibility is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the right or obligations of JMH or SCHOOL under the insurance and indemnification provisions in this Agreement.

**5.2. Amendment.** This Agreement may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated, signed by the Parties and attached to this Agreement.

**5.3. Assignment.** Except for assignment by JMH to an entity owned, controlled by, or under common control with JMH (each, an "Affiliate"), neither Party may assign any interest or obligation under this Agreement without the other's prior written consent. Any attempted assignment in contravention of this Section shall be voidable at the option of JMH. Subject to the foregoing, this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

**5.4. Authority.** This Agreement constitutes the legal, valid and binding obligation of the Parties. Each Party represents and warrants that it has the right, power, authority and capacity to execute and deliver this Agreement and to perform its respective obligations under this Agreement.

**5.5. Confidential Information.** SCHOOL shall not and shall ensure that Students, Faculty and Clinical Instructors do not, use any Confidential Information (as defined below) for any purpose not expressly permitted by this Agreement, or disclose any Confidential Information to any person or entity, without the prior written consent of JMH. SCHOOL, Students, Faculty and Clinical Instructors shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as SCHOOL protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. For purposes of this Agreement, "Confidential Information" means any proprietary or confidential information of JMH, any JMH patient's individually identifiable health information (as defined under the Health Insurance Portability and Accountability Act of 1996, and all rules and regulations promulgated thereunder ("HIPAA")), and any information, records and proceedings of the JMH Facilities and/or any medical staff committees, peer review bodies, quality committees and other committees or bodies charged with the evaluation and improvement of the quality of care. Confidential Information also includes proprietary or confidential information of any third party that may be in JMH's or any Affiliate's possession.



**5.6. Choice of Law; Jurisdiction.** This Agreement shall be construed in accordance with and governed by the laws of the State of California, without regard to the conflicts of laws principles of California or any other jurisdiction. Each Party consents to the exclusive personal jurisdiction and venue of the state and federal courts located in Contra Costa County.

**5.7. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Faxed or scanned copies shall be deemed originals for purposes of this Agreement.

**5.8. Dispute Resolution.** In the event of any controversy or dispute related to or arising out of this Agreement, the Parties agree to meet and confer in good faith to attempt to resolve the controversy or dispute without an adversary proceeding. If the controversy or dispute is not resolved to the mutual satisfaction of the Parties within ten (10) business days of notice of the controversy or dispute, the Parties agree to waive their rights, if any, to a jury trial and pre-trial discovery, and to submit the controversy or dispute to arbitration in Contra Costa County, State of California, in accordance with the rules and procedures of JAMS, The Resolution Experts. The Parties reserve the right to contest the arbitrator's decision and to appeal from any award. This agreement to arbitrate shall be specifically enforceable. The non-prevailing party shall pay to the prevailing party the actual and reasonable attorneys' fees and costs incurred in bringing any action or proceeding, declaratory or otherwise, arising out of or relating to this Agreement.

**5.9. Entire Agreement.** This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties regarding the same. No other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement. Without limiting the generality of the foregoing, this Agreement expressly supersedes any and all prior education affiliation agreements between the Parties.

**5.10. Exhibits.** Any attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated into this Agreement wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

**5.11. FERPA Compliance.**

(a) Certain educational records and personal identifiable information about Students are contained in records maintained by SCHOOL and/or JMH and that this information is confidential by reason of the Family and Educational Rights and Privacy Act ("FERPA") of 1974 (20 U.S.C. § 1232g). Both Parties shall protect these records in accordance with FERPA and shall refrain from redelivering such information without the consent of each respective Student or as otherwise required by law. To the extent permitted by law, nothing contained herein shall be construed as precluding either Party from releasing such information to the other so that each can perform its respective responsibilities under this Agreement.

(b) Certain records and personal identifiable information about Student will be created and maintained by JMH ("Workforce Records") that are not considered educational



records and are not governed by the disclosure limitations of FERPA. Workforce Records may be released by JMH, without the consent of Student or SCHOOL, to accrediting organizations to carry out their accreditation of the JMH Facilities.

**5.12. Force Majeure.** Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), action of any governmental authority, riots, revolutions, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, strikes (or similar nonperformance or defective performance or late performance of employees, suppliers or subcontractors).

**5.13. HIPAA Compliance.** In addition to the obligations set forth in Section 5.5 above (Confidential Information), SCHOOL shall comply, and shall ensure that Students, Faculty, and Clinical Instructors shall comply, with all JMH Rules relating to access to and use of patient information, and shall immediately report to JMH any misuse of such information or breach of the security of such information. Neither SCHOOL nor any Student, Faculty, or Clinical Instructor shall access any patient information, or disclose any patient information to any other person or entity, for any purpose other than SCHOOL or such Student's, Faculty's, or Clinical Instructor's performance of Student Services, Faculty Observation or Clinical Training, as applicable, pursuant to this Agreement. All other uses are prohibited without the prior written consent of JMH. Except for treatment purposes, SCHOOL, Students, Faculty, and Clinical Instructors shall have access to and use only the minimum information necessary to provide services to JMH.

**5.14. Legal Event; Renegotiation.** Notwithstanding any other provision of this Agreement, if the governmental agencies that administer the Medicare, Medicaid, or other federally funded programs (or their representatives or agents), or any other federal, state, or local governmental or nongovernmental agency, or any court or administrative tribunal, pass, issue, or promulgate any law, rule, regulation, standard, interpretation, order, decision, or judgment, including but not limited to those relating to any regulations pursuant to state or federal anti-kickback or physician self-referral statutes (collectively or individually, "Legal Event"), which, in the good-faith judgment of one party (the "Noticing Party"), materially and adversely affects either party's licensure, accreditation, certification, or ability to refer, to accept any referral, to bill, to claim, to present a bill or claim, or to receive payment or reimbursement from any federal, state, or local governmental or nongovernmental payor, or which subjects the Noticing Party to a risk of prosecution or civil monetary penalty, or anything that adversely affects the tax-exempt status or tax-exempt bond obligations of the Noticing Party (or any affiliate of a Noticing Party), or if in the good faith opinion of counsel to either party any term or provision of this Agreement could trigger a Legal Event, then the Noticing Party may give the other party notice of intent to amend or terminate this Agreement. In the event of such notice, the parties shall have thirty (30) days from the giving of such notice (the "Renegotiation Period") within which to attempt to amend this Agreement. If this Agreement is not amended within the Renegotiation Period, this Agreement shall terminate as of midnight on the thirtieth (30th) day after said notice was given. Except as otherwise required by Applicable Laws, any amounts owing to either party hereunder shall be paid, on a pro rata basis, up to the date of such termination, and any obligation hereunder



that is to continue beyond expiration or termination of this Agreement shall so continue pursuant to its terms.

**5.15. Master List.** The Parties acknowledge that this Agreement, together with any other contracts between JMH and SCHOOL, will be included on the master list of contracts maintained by JMH.

**5.16. Medicare Books, Documents and Records.** SCHOOL shall make available, upon written request from JMH, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and SCHOOL's books, documents and records relating to the nature and extent of the costs of services provided under this Agreement. SCHOOL shall preserve and make available such books, documents and records for a period of four (4) years after the end of the term of this Agreement. If SCHOOL is requested to disclose books, documents or records pursuant to this Section for any purpose, SCHOOL shall notify JMH of the nature and scope of such request, and SCHOOL shall make available, upon written request of JMH, all such books, documents or records. If SCHOOL carries out any of the duties of this Agreement through a subcontract with a related organization ("Subcontractor"), with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the end of the term of such subcontract, Subcontractor shall make available, upon written request from the Secretary of Health and Human Services, or upon request by JMH, Comptroller General of the United States, or any other duly authorized agent or representatives, the subcontract and any of Subcontractor's books, documents and records necessary to verify the nature and extent of such costs.

**5.17. Nondiscrimination.** SCHOOL shall ensure that Students, Faculty, and Clinical Instructors shall not differentiate or discriminate in the provision of Student Services and/or Faculty Observation to patients on the basis of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, gender identity, age, medical condition, medical history, genetics, evidence of insurability, or claims history, in violation of any applicable state, federal or local law or regulation, or JMH Rules, including, without limitation, the Age Discrimination Act of 1975, the Americans with Disabilities Act and all regulations issued pursuant thereto and as may be amended from time to time.

**5.18. No Third Party Beneficiary Rights.** The Parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the Parties.

**5.19. Notices.** All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., United Parcel Service, Federal Express, DHL). In each case, notice shall be delivered or sent to the Parties at their respective addresses set forth on the signature page hereto.

**5.20. Recitals.** The recitals above form an integral part of this Agreement and are incorporated into this Agreement by this reference.



**5.21. Referrals.** SCHOOL, Students, Faculty, and Clinical Instructors may refer patients to any hospital or other health care facility or provider deemed by SCHOOL, Students, Faculty, or Clinical Instructors best qualified to deliver medical services to any particular patient. Nothing in this Agreement is intended to require or induce SCHOOL or any Student, Faculty, or Clinical Instructor to refer patients to JMH or any Affiliate.

**5.22. Relationship of the Parties; Independent Contractors.** Each Party is and shall at all times be an independent contractor with respect to the other Party in meeting such Party's responsibilities under this Agreement. Nothing in this Agreement is intended nor shall be construed to create a partnership, employer-employee or joint venture relationship between JMH and SCHOOL or any Student, Faculty, or Clinical Instructor. SCHOOL shall be solely responsible for paying all expenses related to SCHOOL, including Faculty and Clinical Instructor compensation, health and disability insurance, life insurance, retirement plan contributions, employee benefits, and all related administrative costs and expenses, and neither SCHOOL, nor any other person or entity shall have any claim under this Agreement or otherwise against JMH for such compensation, health and disability insurance, life insurance, retirement plan contributions, employee benefits and related administrative costs and expenses.

**5.23. Remedies.** The various rights, options, elections, powers, and remedies of the respective Parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said Parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

**5.24. Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

**5.25. Waiver.** No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

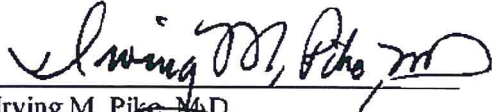
*[SIGNATURE PAGE FOLLOWS]*

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

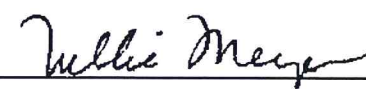
**"JMHI":**

JOHN MUIR HEALTH, a California nonprofit public benefit corporation

By:   
Irving M. Pike, M.D.  
Its: SVP and Chief Medical Officer

**"SCHOOL":**

Mt. Diablo Unified School District, a California Public High School District

By:   
Print Name: Nellie Meyer

**ACKNOWLEDGED:**

By: \_\_\_\_\_  
Jane Willemssen  
Title: President/CAO, John Muir Medical Center – Walnut Creek Campus

Its: 10/23/15

By: \_\_\_\_\_  
Mike Thomas  
Title: President/CAO, John Muir Medical Center – Concord Campus

Address for Notices:  
1936 Carlotta Drive  
Concord, CA 94519

By: \_\_\_\_\_  
Lee Huskins  
Title: President/CAO, John Muir Physician Network

Attn: Superintendent

By: \_\_\_\_\_  
Cindy Bolter  
Title: CNO/COO, John Muir Behavioral Health

By: \_\_\_\_\_  
John Zuorski, M.D.  
Title: Graduate Medical Education, Executive Director

**Address for Notices:**  
John Muir Health  
1400 Treat Boulevard  
Walnut Creek, CA 94597  
Attn: Administrative Assistant, Office of Graduate Medical Education

**With a Copy to:**  
John Muir Health  
1400 Treat Boulevard  
Walnut Creek, CA 94597  
Attn: Legal Services



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**"JMH":**  
JOHN MUIR HEALTH, a California nonprofit public benefit corporation

**"SCHOOL":**  
Mt. Diablo Unified School District, a California Public High School District

By: *Irving M. Pilo, M.D.*  
Its: Irving M. Pilo, M.D.  
SVP and Chief Medical Officer

By: *Nellie Meyer*  
Print Name: Nellie Meyer

**ACKNOWLEDGED:**

By: *Jane Willmensen*  
Jane Willmensen  
Title: President/CAO, John Muir Medical Center - Walnut Creek Campus

Its: 10/23/15

By: *Michael A. Thomas*  
Mike Thomas  
Title: President/CAO, John Muir Medical Center - Concord Campus

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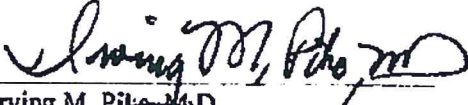
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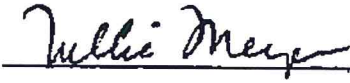
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Irving M. Pike, M.D.  
Its: SVP and Chief Medical Officer

By:   
Print Name: Nellie Meyer

**ACKNOWLEDGED:**

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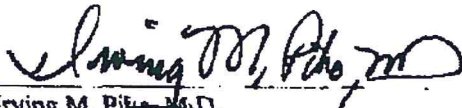
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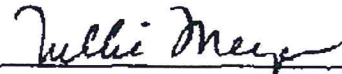


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**"SCHOOL":**  
Mt. Diablo Unified School District, a California Public High School District

By:   
Irving M. Pike, M.D.  
Its: SVP and Chief Medical Officer

By:   
Print Name: Nellie Meyer

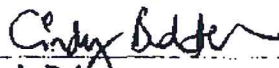
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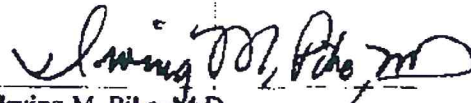
By: \_\_\_\_\_  
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Title: Graduate Medical Education, Executive Director

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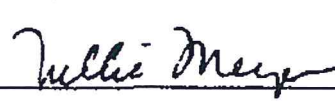
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Attn: Legal Services

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JOHN MUIR HEALTH, a California nonprofit public benefit corporation

By:   
Irving M. Pike, M.D.  
Its: SVP and Chief Medical Officer

**"SCHOOL":**  
Mt. Diablo Unified School District, a California Public High School District

By: 

Print Name: Nellie Meyer

**ACKNOWLEDGED:**

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**EXHIBIT A**

**PROGRAMS**

SCHOOL's programs and locations covered by this Agreement include the following:

<b>School Location/Campus</b>	<b>Program Department / Program Name</b>	<b>Applicable JMH Facilities</b>
Mt. Diablo High School	Bio-Tech Academy(MBTA), International Hospitality and Tourism Academy (IHTA)	John Muir Health Concord Hospital
Ygnacio Valley High School	Health Academy Senior Internship	John Muir Health Walnut Creek Hospital

The parties may by mutual written agreement update this Exhibit A to add additional SCHOOL locations, Programs, and applicable JMH Facilities where Student Services may take place. To be effective, any such changes shall require corresponding updates to Exhibit B containing the signatures of: (A) the applicable SCHOOL signatory for the SCHOOL location for which Program(s) are being added/removed; and (B) the applicable JMH signatory at the JMH Facility or JMH Facilities where Students will participate in Student Services associated with the additional Program(s), if any.

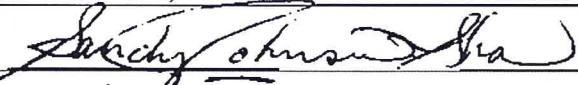
**EXHIBIT B**

**PROGRAM DIRECTORS**


The Program Director(s) for each Program are listed below. With respect to each Program, prior to any Student, Faculty member, or Clinical Instructor participating in Clinical Training under this Agreement, SCHOOL shall provide JMH with a copy of each Program Director's current credentials and curriculum vitae.

**1. Mt. Diablo High School**


**PROGRAM DIRECTOR: MBTA**

<b>Name:</b>	Sandy Johnson-Shaw
<b>Phone:</b>	510-703-1519 (Cell)
<b>Alt. Phone:</b>	(925) 682-4030 (School)
<b>Email:</b>	johnsonshaws@mdusd
<b>Mailing Address:</b>	2450 Grant St, Concord, CA 94520
<b>Signature:</b>	
<b>Date:</b>	10/2/15

**PROGRAM DIRECTOR: IHTA**

<b>Name:</b>	Debbie Allen
<b>Phone:</b>	(925) 798-0882
<b>Alt. Phone:</b>	(925) 682-4030 (School)
<b>Email:</b>	chefdeb.allen@gmail.com
<b>Mailing Address:</b>	2450 Grant St, Concord, CA 94520
<b>Signature:</b>	
<b>Date:</b>	10/2/15

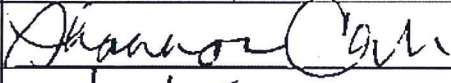
**JMH CONTACT: Coordinator, Workforce Development**

<b>Name:</b>	Heather Kenward
<b>Phone:</b>	925-674-2348
<b>Alt. Phone:</b>	
<b>Email:</b>	Heather.kenward@johnmuirhealth.com
<b>Mailing Address:</b>	2540 East Street, Concord, CA 94520
<b>Signature:</b>	
<b>Date:</b>	11/1/15




2. Ygnacio Valley High School

PROGRAM DIRECTOR: Health Academy

<b>Name:</b>	Shannon Carr
<b>Phone:</b>	925-685-8414 x2408
<b>Alt. Phone:</b>	
<b>Email:</b>	carrs@mdusd.org
<b>Mailing Address:</b>	755 Oak Grove Rd, Concord, CA 94518
<b>Signature:</b>	
<b>Date:</b>	10/21/15

JMH CONTACT: Coordinator, Workforce Development

<b>Name:</b>	Heather Kenward
<b>Phone:</b>	925-674-2348
<b>Alt. Phone:</b>	
<b>Email:</b>	Heather.kenward@johnmuirhealth.com
<b>Mailing Address:</b>	2540 East Street, Concord, CA 94520
<b>Signature:</b>	
<b>Date:</b>	11/1/15

## EXHIBIT C

### QUALIFICATIONS AND REQUIREMENTS

SCHOOL shall ensure that each Student, Faculty member, and Clinical Instructor has, and shall furnish to JMHS, documentation of, each of the following with respect to each Student, Faculty member, and Clinical Instructor in accordance with this Agreement:

1. **Tuberculosis Screening**: Two negative PPD skin tests within the previous 12 months (or documentation of negative PPD skin tests for a consecutive two-year period-most recent within the past 12 months). *If under the age of 21 years then only one PPD skin test done within the year is required.*

If a history of a positive skin test exists, a radiology report of a clear Chest X-Ray within the past year and an annual TB Screening Questionnaire is needed. If Student or Clinical Instructor is here for greater than one year with an X-Ray on file, then only an annual TB Screening Questionnaire is needed.

2. **Students in Patient Care areas**: Immunizations or laboratory evidence of immunity to:
  - a. **Varicella**: Laboratory documentation of immunity or documentation of two doses of Varicella vaccine.
  - b. **Rubella** (German measles): Laboratory documentation of immunity or documentation of MMR or any rubella containing vaccine.
  - c. **Rubeola** (Measles): Laboratory documentation of immunity or documentation of two doses of MMR vaccine.
  - d. **Mumps**: Laboratory documentation of immunity or documentation of two doses of MMR vaccine.
  - e. **Hepatitis B**: Laboratory documentation of immunity or documentation of vaccine series (three injections).
  - f. **TDaP**: Documentation of one lifetime dose of "TDaP" (tetanus, diphtheria and pertussis) or documentation of a follow-up dose of Td (tetanus, diphtheria) a minimum of every 10 years.
3. Seasonal Influenza Vaccination.
4. Statement of a clear criminal background check, to include a search of a national criminal database, and county criminal database searches in each county that s/he has lived or worked within the last 7 years. Search should be performed within the 3 months prior to arrival at any JMHS Facilities.
5. **Only if providing patient care**: Copy of current BLS Card, as applicable.
6. Documentation of completed HealthStream Course, as applicable.
7. Evidence of Student's health insurance, as applicable.



**EXHIBIT D**

**ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO SCHOOL**

**None.**

**Addendum to Master Education Affiliation Agreement Between  
Mt. Diablo Unified School District and John Muir Health  
June 13, 2017**

The Mt. Diablo Unified School District ("District") and John Muir Health ("JMH") hereby amends the Master Education Affiliation Agreement between them dated September 1, 2015 ("Agreement"). This Addendum amends the Agreement only as to those District students who participate in the JMH Summer Intern Program ("Summer Program").

The parties agree and acknowledge that all provisions of the Agreement shall remain in full force and effect at all times except during the Summer Program when the following modifications shall apply:

1. The District shall pay JMH \$1,617.00 for each student who participates in the Summer Program. The payment shall be made on or before [insert date];
2. JMH shall be the employer of record for the students while they participate in the Summer Program; and
3. Section 1.5 of the Agreement entitled "Clinical Instructor Requirements and Qualifications" shall be amended to exclude the following language: *"School [District] shall ensure that each Clinical Instructor providing Clinical Training under this agreement shall: (a) be approved in advance by JMH in its solve and absolute discretion; (b) have and maintain a current, valid license in the State of California in the applicable clinical discipline (e.g., physical therapy, pharmacy, nursing)"*.

All other provisions of the Agreement shall remain in full force and effect during the Summer Program.





## MT. DIABLO UNIFIED SCHOOL DISTRICT OSY INTERNSHIP AGREEMENT

**THIS INTERNSHIP AGREEMENT (“Agreement”)** is between Mt. Diablo Unified School District located and Lettuce Inn (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 YES 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 YES 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, 2017 and end on June 1, 2020.

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

**NOTICE TO THE BUSINESS / ORGANIZATION:**

BUSINESS/ORGANIZATION:	The Lettuce Inn
CONTACT PERSON	Karen Bell
STREET ADDRESS	1924 Grant St
CITY, STATE, ZIP	Concord Ca
TELEPHONE	(925) 825-3887
FAX	
EMAIL ADDRESS	Karenbell@lettucein.net



**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: Karen Bell owner The Lettuce Inn

Title: Owner

Date: 6/12/17



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/08/2017

**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).**

<b>PRODUCER</b>  Albert Naranjo(967752L) Farmers Insurance 2120 Diamond Blvd Ste 110 Concord CA 94520-5720	<b>CONTACT</b> NAME: Albert Naranjo  PHONE (A/C, NO, EXT): 925-407-5393      FAX (A/C, NO): 925-671-7179  E-MAIL ADDRESS: anaranjo@farmersagent.com														
<b>INSURED</b>  BELL, KAREN LETTUCE INN 1924 GRANT ST #1 CONCORD CA 94520	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Truck Insurance Exchange</td> <td>21709</td> </tr> <tr> <td>INSURER B: Farmers Insurance Exchange</td> <td>21652</td> </tr> <tr> <td>INSURER C: Mid Century Insurance Company</td> <td>21687</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Truck Insurance Exchange	21709	INSURER B: Farmers Insurance Exchange	21652	INSURER C: Mid Century Insurance Company	21687	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES: \_\_\_\_\_ CERTIFICATE NUMBER: \_\_\_\_\_ REVISION NUMBER: \_\_\_\_\_

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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	ADDTL 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"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	605511182	01/20/2017	01/20/2018	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 75,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
	PRODUCTS - COMP/OP AGG \$ 2,000,000						
	\$						
<b>AUTOMOBILE LIABILITY</b> <input 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							COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A						PER STATUTE      OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Location: 1924 GRANT ST #1, CONCORD, CA 94520  
 The Certificate Holder is an Additional Insured.

<b>CERTIFICATE HOLDER</b>  MT DIABLO UNIFIED SCHOOL DISTRICT YOUTH EMPLOYMENT SERVICES 2730 SALVIO ST #24 CONCORD CA 94519	<b>CANCELLATION</b>  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 
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