Conejo Valley Unified School District

COMMUNITY CLASSROOM NON-PAID STUDENT INTERNSHIP

**PROGRAM AGREEMENT**

This Program Agreement (the “Agreement”) is made and entered into on [Date] by and between Conejo Valley Unified School District (hereinafter referred to as “Local Educational Agency” or “LEA”) and [Business Partner Name], (hereinafter referred to as “Business Partner”).

Business Partner School

Business Partner Liaison Name School Contact Name

Telephone Number Telephone Number

E-mail Address E-mail Address

Street Address Street Address

City, State, Zip code City, State, Zip code

**PROGRAM**

Utilize the facilities and equipment of a public agency or private business to provide students the opportunity to expand competencies developed in a career technical course in unpaid on-the-job experiences. Competencies to be taught are found on Attachment 1, Competencies, attached hereto and incorporated by this reference.

School Year Beginning Date of Program Ending Date of Program

Hour(s) of Program Business Partner Location Business Partner Department

**Conditions**. Business Partner will have no obligation to provide the program until LEA returns a signed copy of this Agreement.

**NATURE OF RELATIONSHIP**. The LEA and Business Partner agree the relationship created by this Agreement is that of independent parties. In performing the program, the LEA and Business Partner shall be, and at all times are, independent and not partners, joint venturers, gents or employees of the other party, and nothing contained herein shall be construed to be inconsistent with this relationship or status.

**TERMINATION OR AMENDMENT**. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

**COMPLIANCE WITH LAWS**. Business Partner hereby agrees that Business Partner, officers, agents, employees, shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination.

All statutes and regulations applicable to minors in employment relationships apply to community classroom internship programs.

Compliance with laws includes California Code of Regulations Title 8, Section 3203, Injury and Illness Prevention Program, Section 3205, COVID-19 Prevention Program, and all other applicable safety and health regulations.

**NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** Business Partner represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

**GOVERNING LAW AND VENUES**. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

**DISPUTE RESOLUTION**

All matters pertaining to this Agreement shall be discussed by the two (2) Contacts listed above. The discussion will be a collaborative effort to resolve any dispute that has arisen.

If the collaborative discussion fails to reach a conclusion, the parties agree that they will submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys’ Fees, the cost of the mediator shall be borne equally by the parties.

**ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorneys’ fees and costs incurred in connection with such actions or proceeding.

**INDEMNIFICATION**.

Business Partner agrees to defend, indemnify, and hold harmless LEA, its officers, agents, employees, volunteers and/or students from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Business Partner or those of any of its officers, agents, employees, or student teacher(s) or intern(s) of the Business Partner, whether such act or omission is authorized by this Agreement or not. The provisions of this indemnification do not apply to any damage or losses caused solely by the negligence of the LEA or any of its officers, agents, employees, volunteers and/or students.

LEA agrees to defend, indemnify, and hold harmless Business Partner, its officers, directors, agents, and/or employees, from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the LEA or those of any of its officers, agents, employees, volunteers and/or students of the LEA, whether such act or omission is authorized by this Agreement or not. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the Business Partner or any of its officers, agents, employees, volunteers and/or students.

This Indemnification shall survive the closing or termination of this agreement.

**INSURANCE**.

1. LEA shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of $1,000,000 per occurrence and $2,000,000 aggregate

LEA shall procure and maintain, during the term of this Agreement, Workers’ Compensation insurance, or self-insurance, as required by California law, on all of its student interns engaged in non-paid work related to the performance of this Agreement. LEA shall procure and maintain Employers’ Liability insurance coverage of $1,000,000.

1. Business Partner, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:
2. Commercial General Liability Insurance. Business Partner shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amount of $1,000,000 per occurrence and $2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

1. Other Coverages as Dictated by the LEA. Business Partner shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of $1,000,000 per occurrence and $2,000,000 aggregate.
2. Certificates of Insurance. Business Partner shall provide certificates of insurance to LEA as evidence of insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the LEA. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the LEA on or before commencement of the services under this agreement.
3. Business Partner’s Commercial General Liability insurance and Abuse and Molestation coverage shall name the LEA, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the LEA.
   1. General Liability: CG 20 26 10 01
4. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the LEA.
5. Insurance written on a “claims made” basis is to be renewed by the Business Partner and all Business Partner subcontractors for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Business Partner for all claims made.
6. Failure to Procure Insurance. Failure on the part of Business Partner, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the LEA may immediately terminate this Agreement.

**NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the Lease Agreement and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

**SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

**AUTHORITY.** Business Partner represents and warrants that Business Partner has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

**COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

**ACKNOWLEDGEMENT AND AGREEMENT**

I have read this agreement and agree to its terms

Business Partner Administrator Signature Date

**SITE AGREEMENT**

Site Administrator Signature Date

**LOCAL EDUCATIONAL AGENCY APPROVAL**

LEA Administrator Signature Date

Attachment 1

Competencies

[List Competencies to be taught]