SUMMER INTERNSHIP
MEMORANDUM OF UNDERSTANDING
BETWEEN
BUSINESS / ORGANIZATION AND
SAN FRANCISCO UNIFIED SCHOOL DISTRICT

This Memorandum of Understanding (“Agreement”), dated for convenience _______ is entered into by and between ____________ (“Business/Organization”) and the San Francisco Unified School District by and on behalf of its Career Technical Education Department (“District” or “SFUSD”) in order to provide summer internship placement(s) for District student intern(s) in the Business/Organization, as detailed in this Agreement.

The parties agree that purpose of this Agreement is to provide paid on-the-job types of training and learning experiences to District students, along with related classroom instruction, in order to develop students’ occupational competencies.

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

The parties agree that the term of this Agreement shall be from June 8, 2015 – July 15, 2015, unless terminated earlier pursuant to the Termination section of this Agreement.

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

1. ROLES AND RESPONSIBILITIES OF SFUSD

SFUSD shall:

A. Select and place the student intern(s) in summer internship with the Business/Organization.
B. Provide the student intern(s) and the Business/Organization with an orientation regarding the goals and objectives of the summer internship(s).
C. Provide a Summer Seminar for student interns, with curriculum and instruction focused on workplace issues, skill-building, and career development.
D. Provide the Summer Internship Program staff member to check in each week with the Business/Organization’s site coordinator, and with the student intern(s), regarding the progress of the internship. The goal of the check-ins is to support and facilitate a successful summer internship experience for all participants.
E. Carry Workers’ Compensation Insurance covering the student intern(s) placed in a Business/Organization pursuant to this Agreement and covering the SFUSD staff who may visit the site of the Business/Organization pursuant to this Agreement.
2. ROLES AND RESPONSIBILITIES OF BUSINESS / ORGANIZATION

Business/Organization shall:

A. Provide for _____ student intern(s), a summer internship placement of twenty (20) hours per week for a duration of six (6) weeks.

B. Donate to the “San Francisco Unified School District,” directed to its Career Technical Education Department, the amount of **One Thousand Dollars ($1,000)** per student intern placed with Business/Organization.

C. 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 as though fully set forth herein. The parties understand and agree that Appendix A is provided for convenience of reference only, that the law is subject to change, and that the parties’ performance of this Agreement shall comply with all applicable laws as presently established and as may be amended from time to time.

D. Assign an intern coordinator and ensure that he/she plans the internship, facilitates the daily responsibilities of the student intern(s), and supervises and mentors the intern(s) in the work setting during the term of the internship.

E. Provide a safe and supervised work environment.

F. Provide the intern(s) with meaningful work responsibilities and experience in the different departments of the Business/Organization, in order to educate the intern(s) about the industry/field of the Business/Organization.

G. Permit intern(s) to attend the SFUSD Summer Internship Program career ready workshops and seminars.

H. Ensure that the intern coordinator will meet with the intern(s) and complete the “Summer Internship Program Contract” in order to establish goals of the internship.

I. Ensure that the intern coordinator will check in weekly with the SFUSD Summer Internship Program staff member as to the intern’s progress.

J. Provide intern(s) with a new employee orientation (vision, mission of company; rules and regulations, etc.)

K. Engage intern(s) in work-related activities at all times during the internship placement.

L. Require intern(s) to complete timesheets.

M. Business/Organization understands that San Francisco Unified School District programs, activities, and practices shall be free from discrimination based on actual or perceived race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression; or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics. Business/Organization agrees that it
shall operate its internship program in conformity with this non-discrimination statement.

3. **INSURANCE**
   Without in any way limiting liability pursuant to the “Indemnification” section of this Agreement, the Business/Organization and District shall each procure and maintain during the term of this Agreement the following insurance amounts and coverage:

   A. Commercial General Liability Insurance with limits not less than $1,000,000 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage.

   B. Commercial Automobile Liability Insurance with limits not less than $1,000,000 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

   C. Workers’ Compensation Insurance, with Employer’s Liability limits not less than $1,000,000 (one million dollars) each accident.

4. **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 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, SFUSD 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 SFUSD, its subcontractors or either’s agent or employee, as determined by a court of competent jurisdiction.

   C. In the event of concurrent negligence of more than one Party, its Board, officers, employees or agents, as determined by a court of competent jurisdiction, the liability for any and all Claims shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified. Nothing in this Agreement shall constitute a waiver or limitation of any
rights that a Party may have under applicable law in the event of concurrent negligence of persons or entities other than the Parties.

D. The Parties agree to reasonably cooperate with each other in the investigation and disposition of third-party liability claims arising out of any services provided under this Agreement. It is the intention of the Parties to reasonably cooperate in the disposition of all such claims. Such cooperation may include joint investigation, defense and disposition of claims of third parties arising from services performed under this Agreement. The Parties agree to promptly inform one another whenever an incident report, claim or complaint is filed or when an investigation is initiated concerning any service performed under this Agreement. In the event of a conflict in interest, each Party may conduct its own investigation and engage its own counsel.

E. The provisions of this Section shall survive the termination or expiration of this Agreement.

5. TERMINATION
This Agreement may be terminated by the mutual written agreement of both parties. Alternatively, either party may terminate this Agreement with thirty (30) 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.

6. 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:

<table>
<thead>
<tr>
<th>DISTRICT SITE/ DEPT.</th>
<th>SFUSD CAREER TECHNICAL EDUCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>HEAD OF SITE/ DEPT.</td>
<td>SHARON ZIMMERN</td>
</tr>
<tr>
<td>STREET ADDRESS</td>
<td>750 25TH AVENUE</td>
</tr>
<tr>
<td>CITY, STATE, ZIP</td>
<td>SAN FRANCISCO, CA 94121</td>
</tr>
<tr>
<td>TELEPHONE</td>
<td>415-379-7769</td>
</tr>
<tr>
<td>FAX</td>
<td>415-750-8687</td>
</tr>
<tr>
<td>CONTACT PERSON</td>
<td>Darlene Cardenas</td>
</tr>
<tr>
<td>EMAIL ADDRESS</td>
<td><a href="mailto:cardenasd@sfusd.edu">cardenasd@sfusd.edu</a></td>
</tr>
</tbody>
</table>

NOTICE TO THE BUSINESS / ORGANIZATION:

| BUSINESS/ORGANIZATION:       | INSERT NAME OF ORGANIZATION      |
| CONTACT PERSON               | INSERT NAME OF CONTACT           |
| STREET ADDRESS               | INSERT STREET ADDRESS            |
| CITY, STATE, ZIP             | INSERT CITY, STATE AND ZIP       |
| TELEPHONE                    | INSERT TELEPHONE NUMBER          |
| EMAIL ADDRESS                | INSERT EMAIL ADDRESS OF CONTACT PERSON |
(Continued on the next page.)
7. PARTY SIGNATURES TO THE AGREEMENT

IN WITNESS WHEREOF the Parties hereto have executed this Agreement per Board Resolution #: ______ approved on the date of ___________. [See attached ‘Approved Board of Education Resolution’.]

For INSERT NAME OF BUSINESS OR ORGANIZATION

APPROVED:

By: ______________________________

INSERT NAME AND TITLE

For SAN FRANCISCO UNIFIED SCHOOL DISTRICT

APPROVED:

By: ______________________________

Reeta Madhavan
Chief Financial Officer

APPROVED AS TO FORM:

Cassie Coleman
Sr. Deputy General Counsel

REVIEWED:

Contracts Office

RECOMMENDED:

Sharon Zimmern
Career and Technical Education
APPENDIX A

EDUCATION CODE SECTIONS 49160-49165

The California Education Code sections (49160-49165) shown in this Appendix A were downloaded from the Internet on 2/22/13 from the legislative information website of the California Legislature: http://leginfo.legislature.ca.gov/faces/codes.xhtml

EDUCATION CODE - EDC
TITLE 2. ELEMENTARY AND SECONDARY EDUCATION [33000. - 64100.]
( Title 2 enacted by Stats. 1976, Ch. 1010. )
DIVISION 4. INSTRUCTION AND SERVICES [46000. - 64100.]
( Division 4 enacted by Stats. 1976, Ch. 1010. )
PART 27. PUPILS [48000. - 49704.]
( Part 27 enacted by Stats. 1976, Ch. 1010. )
CHAPTER 7. Employment of Minors [49100. - 49183.]
( Chapter 7 enacted by Stats. 1976, Ch. 1010. )

ARTICLE 6. Duties of Employer [49160. - 49165.]
(Article 6 enacted by Stats. 1976, Ch. 1010.)

49160.
No person, firm or corporation shall employ, suffer, or permit any minor under the age of 18 years to work in or in connection with any establishment or occupation except as provided in Section 49151 without a permit to employ, issued by the proper educational officers in accordance with law.
(Enacted by Stats. 1976, Ch. 1010.)

49161.
Every person, firm, corporation, or agent or officer of a firm or corporation, employing minors under the age of 18 years shall keep on file all permits to employ minors under the age of 18 years during the term of the employment.
(Enacted by Stats. 1976, Ch. 1010.)

49162.
The employer of any minor subject to this chapter shall send to the officer authorized to issue the permit to work a written notification of intent to employ a minor. The form of the intent to employ a minor shall be prescribed by the Department of Education and shall be furnished to the employer by the officer.
(Enacted by Stats. 1976, Ch. 1010.)

49163.
The notification of intent to employ a minor shall contain:
(a) The name, address, phone number, and social security number of the minor.
(b) The name, address, phone number, and supervisor at the minor's place of employment.
(c) The kind of work the minor will perform.
(d) The maximum number of hours per day and per week the student will be expected to work for the employer.
(e) The signatures of the parent or guardian, of the minor, and of the employer.

(Enacted by Stats. 1976, Ch. 1010.)

49164.  
Permits to work and to employ and certificates of age shall always be open to inspection by supervisors of attendance, probation officers, designees of the Labor Commissioner, and by officers of the Superintendent of Public Instruction. Every permit to work or to employ and every certificate of age shall be subject to cancellation at any time by the Superintendent of Public Instruction, the Labor Commissioner, or by the person issuing the permit or certificate whenever any person authorized to inspect such permits and certificates finds that the conditions for the legal issuance of the permit or certificate of age do not exist or did not exist at the time the permit or certificate was issued. A permit to work shall be revoked by the issuing authority when he is satisfied that the employment of the minor is impairing the health or education of the minor, or that any provision or condition of the permit is being violated, or that the minor is performing work in violation of any provision of law.

(Enacted by Stats. 1976, Ch. 1010.)

49165.  
Nothing in this article shall require a person to obtain a permit to employ in order for a minor to participate in horseback riding exhibitions, contests or events specified in paragraph (3) of subdivision (b) of Section 1308 of the Labor Code.

(Enacted by Stats. 1976, Ch. 1010.)