INTERNSHIP
MEMORANDUM OF UNDERSTANDING
BETWEEN
HERITAGE DISPOSAL, INC. AND
SOUTH PASADENA UNIFIED SCHOOL DISTRICT

This Memorandum of Understanding ("Agreement"), dated for convenience February 6, 2017 is entered into by and between **HERITAGE DISPOSAL, INC.** ("Business/ Organization") and the South Pasadena Unified School District ("District" or "SPUSD") in order to provide 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 unpaid on-the-job types of training and learning experiences to District students, in order to develop students' occupational competencies.

The parties agree that the Business/ Organization benefits from this Agreement by gaining productive contributions with 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 **March 14, 2017 – June 30, 2017** 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 SPUSD

SPUSD shall:

A. Offer qualified student intern(s) from South Pasadena High School (SPHS) for an 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 internship(s).

C. Provide a certificated Supervising Teacher to check in regularly 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 internship experience for all participants.

D. Provide a final evaluation for student intern(s) and Business/Organization to complete at the end of the internship.

E. Carry Workers' Compensation Insurance covering the student intern(s) placed in a Business/Organization pursuant to this Agreement and covering the SPUSD 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. Select qualified student intern(s) from SPHS students eligible for internship placement.

B. Provide for **one** student intern(s), an internship placement of sixty (60) hours during a school semester (fall, spring, summer) worth five high school credits.

C. 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.

D. Provide a safe and supervised work environment.

E. 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.

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

G. Provide the intern with multiple opportunities to schedule work hours including after school and weekends based upon availability.

H. Ensure that the intern coordinator oversees the completion of forms and agreements required by the Business/Organization.

I. Ensure that the intern coordinator checks in regularly with the SPUSD Supervising Teacher as to the intern's progress.

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

K. Require intern(s) to complete timesheets.

L. Provide written or verbal notification to the supervising teacher immediately if the intern does not follow the Business/Organization rules and regulations.

M. Maintain the right to terminate the internship if, after communicating with supervising teacher and student, remedies to the problem are not successful or available.

N. Ensure that intern coordinator completes final evaluation of intern(s) work and submits evaluation to SPUSD within one week after the completion of the internship.

O. Understand that SPUSD 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.

P. Assume no obligation to employ the student after the internship is complete.

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

C. South Pasadena Unified School District, its Board, officers, employees and agents shall be named as Additional Insured on the insurance policy listed above and proof of such shall be provided.

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, SPUSD 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 SPUSD, 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:

DISTRICT SITE/ DEPT.	SPUSD INSTRUCTIONAL SERVICES
HEAD OF SITE/ DEPT.	CHRISTIANE GERVAIS
STREET ADDRESS	1020 EL CENTRO STREET
CITY, STATE, ZIP	SOUTH PASADENA, CA 91030
TELEPHONE	626-441-5810 EXT. 1120
CONTACT PERSON	Andrea Fox
EMAIL ADDRESS	afox@spusd.net

NOTICE TO THE BUSINESS / ORGANIZATION:

BUSINESS/ORGANIZATION:	HERITAGE DISPOSAL, INC.
CONTACT PERSON	PETER ARUTUNIAN
STREET ADDRESS	704 S. DATE AVENUE
CITY, STATE, ZIP	ALHAMBRA, CALIFORNIA 91803
TELEPHONE	626-576-7325
EMAIL ADDRESS	HERITAGEDISPOSALINC@GMAIL.COM

(Continued)

7. PARTY SIGNATURES TO THE AGREEMENT

IN WITNESS WHEREOF the Parties hereto have executed this Agreement, approved on the date of_____.

For HERITAGE DISPOSAL, INC.

APPROVED:

By: _____

Peter Arutunian
Owner

For SOUTH PASADENA UNIFIED SCHOOL DISTRICT

APPROVED:

_____

Assistant Superintendent,
Business Services