

Board Office Use: Legislative File Info.	
File ID Number	18-1498
Introduction Date	8-8-18
Enactment Number	18-1282
Enactment Date	8/8/18 If



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community. Schools. Thriving Students

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Curtis Sarikey, Chief of Staff  
Robert Law, Acting Executive Director of Nutrition Services, Warehouse & Distribution

**Board Meeting Date** August 8, 2018

**Subject** Intern Training Agreement - COBALT Training & Communication, Inc. DBA Golden Gate Dietetic Internship (GGDI) - Greenbrae, CA

---

**Action Requested** Approval by the Board of Education of Resolution No. 1819-0022 an Intern Training Agreement between the District and Cobalt Training & Communication, Inc. DBA Golden Gate Dietetic Internship - commencing July 1, 2018 through June 30, 2021.

**Background** Nutrition Services hosts interns on an annual basis from a variety of educational institutions at various District location(s).

**Discussion** None

**Recommendation** Approval by the Board of Education of Resolution No. 1819-0022 Intern Training Agreement commencing on July 1, 2018 through June 30, 2021.

**Fiscal Impact** None

**Attachments** Resolution No.1819-0022, Intern Training Agreement – OUSD and COBALT Training Inc. DBA Golden Gate Dietetic Internship

**RESOLUTION OF THE BOARD OF EDUCATION  
OAKLAND UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 1819-0022**

**INTERN TRAINING AGREEMENT**

**WHEREAS**, Oakland Unified School District and COBALT Training & Communications, Inc. DBA Golden Gate Dietetic Internship ("GGDI") entered into a three (3) year Intern Training Agreement effective July 1, 2018 through June 30, 2021 to conduct clinical educational programs for the education and training of the dietetic interns and,

**WHEREAS**, GGDI Conducts educational programs for dietetic interns, and

**WHEREAS**, OUSD serves as the Training Facility in this agreement, and

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Education hereby accepts the recommendation of Nutrition Services staff and approves the Intern Training Agreement.

Passed by the following vote:

**AYES:** Jody London, Nina Senn, Roseann Torres, Shanthy Gonzales, James Harris, Vice President Jumoke Hinton Hodge and President Aimee Eng

**NOES:** None

**ABSTAIN:** None

**RECUSED:** None

**ABSENT:** Student Directors Josue Chavez and Yota Omo-Sowho

I certify that the foregoing is a true and correct copy of a resolution adopted by the Board of Education of the Oakland Unified School District at a Regular Meeting held August 8, 2018 at Oakland, CA.



---

Kyla Johnson Trammell  
Secretary, Board of Education

## INTERN TRAINING AGREEMENT

THIS INTERN TRAINING AGREEMENT ("Agreement") is entered into as of this 1st day of July 2018 by and between Oakland Unified School District ("Training Facility"), located at 1000 Broadway, Suite 600, Oakland, CA 94607 and **COBALT Training & Communications, Inc. DBA Golden Gate Dietetic Internship** at 336 Bon Air Facility #125, Greenbrae, CA 94904 ("GGDI").

### RECITALS:

WHEREAS, GGDI conducts educational programs for dietetic interns (each an "Intern" and collectively, the "Interns");

WHEREAS, GGDI desires to utilize Training Facility to provide clinical educational programs for the education and training of the Interns; and

WHEREAS, Training Facility desires to permit GGDI to utilize the Training Facility for such purposes;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

### **1. GGDI Responsibilities.** GGDI hereby agrees to:

- a. Provide adequate faculty for teaching the Interns and are responsible for the teaching, supervision, guidance, and evaluation of the Interns.
- b. Sufficiently prior to the beginning of each clinical experience in which the Interns are to be assigned, send to the Training Facility a list of names of the Interns who may be assigned to the Training Facility. This list shall include the name(s) of supervising faculty and the dates, times and lengths of the assignments. Acceptance of the proposed number of Interns, Intern attendance dates and Interns' term lengths shall be at Training Facility's sole discretion.
- c. Initiate communication with the contact person at the Training Facility in order to discuss appropriate learning experiences for the Interns.
- d. Ensure that the Interns have received Hepatitis and TB immunizations along with CPR training and training concerning universal precautions and Blood Borne Pathogens. At the request of Training Facility, GGDI shall provide proof of the immunizations and training to Training Facility. GGDI shall ensure that the Interns use universal precautions when they are in a treatment area.
- e. Confirms that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to GGDI and its Interns under this Agreement and GGDI certifies its compliance with these



provisions as follows: "GGDI certifies that it has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all GGDI's interns, employees, subcontractors, agents, and subcontractors' employees or agents ("Personnel") regardless of whether those Personnel are paid or unpaid, concurrently employed by Training Facility, or acting as independent contractors of GGDI, who may have contact with Oakland Unified School District pupils in the course of internship/work/contact pursuant to the Agreement, and the California Department of Justice has determined that none of those Personnel has been convicted of a felony, as that term is defined in Education Code section 45122.1. GGDI further certifies that it has received and reviewed fingerprint results for each of its Personnel and GGDI has requested and reviews subsequent arrest records for all Personnel who may come into contact with Oakland Unified School District pupils in the course of internship/work/contact under this Agreement."

- f. Maintain, at all times during the term hereof, liability insurance with policy limits in the amounts of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate, which shall include coverage for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to the Oakland Unified School District and shall name the Oakland Unified School District as an additional insured. Evidence of insurance and additional insured endorsement must be attached, and must also be provided to the Oakland Unified School District upon demand at any time.
- g. Ensure that Intern's procure and maintain in force during the term of this Agreement, at GGDI's expense, professional liability insurance relating to this Agreement. Policy limits shall be in the amounts of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. Evidence of insurance and additional insured endorsement must be attached, and must also be provided to the Oakland Unified School District upon demand at any time.
- h. Not hold Training Facility responsible for any injury sustained by any Intern, faculty member, employee or agent of GGDI while at Training Facility.
- i. Meet at appropriate times to evaluate clinical experiences of the Interns and to review contractual agreements.
- j. Ensure that the Interns understand that they are not entitled to wages for their activities during the period of affiliation with Training Facility and are not agents, employees, or representatives of Training Facility. Interns will not hold themselves out as agents of Training Facility while they are assigned to train at the Training Facility.

- k. Ensure that the Interns will only observe the treatment provided by Training Facility staff and will not provide direct patient care.
- l. Ensure Interns undergo and successfully complete any training, clinical testing or other checks, including but not limited to criminal background checks and drug screenings, as may be reasonably required by Training Facility as a condition of beginning or continuing training at Training Facility. The parties agree that failure of, or refusal by, a Intern of any such measures shall serve to immediately prohibit such Intern's participation from training at the Training Facility.

**2. Training Facility Responsibilities.** Training Facility hereby agrees to:

- a. Provide the use of such clinical facilities as are needed to provide a learning experience for the Interns, provided such facilities are mutually agreed upon by Training Facility's administrative personnel and GGDI's administrative personnel and faculty.
- b. When and where possible, provide for the use of conference rooms, teaching and instructional areas, library facilities and resources, and locker, dressing room and parking space.
- c. Assist GGDI faculty and interns with the interpretation and implementation of policies and procedures of Training Facility.

**3. Term and Termination.** The term of this Agreement shall be from July 1, 2018 to June 30, 2021, with the option to renew the Agreement for two (2) additional one (1) year terms upon writtn agreement, unless terminated by either party in accordance with the terms hereof. Either party may terminate this Agreement at any time and for any reason by providing thirty days (30) written notice to the other party.

**4. Withdrawal of Interns.** Training Facility may immediately withdraw a Intern from training at Training Facility for failure to follow Training Facility's administrative procedures or if, in the sole discretion of Training Facility, the actions of the Intern threaten patient safety or well being or are disruptive to the Training Facility.

**5. Indemnification:**

A. GGDI agrees to indemnify, defend and hold harmless Training Facility and its affiliates, directors, trustees, officers, agents, and employees from and against all claims, demands, damages, costs, expenses of whatever nature, including court costs, and attorney fees arising out of or resulting from negligent or intentional acts or omissions of the GGDI, its officers, employees, agents, interns or its students.



**6. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first set forth above.

**OAKLAND UNIFIED SCHOOL DISTRICT**

**COBALT TRAINING &  
COMMUNICATIONS, INC. DBA GOLDEN  
GATE DIETETIC INTERNSHIP**

By:

By: 

Name:

Name: Susan S. Sherman, MS, RD

Title:

Title: Administrator, CFO

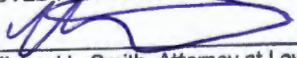
Date:

Date: 06-11-2018

\_\_\_\_\_  
Aimee Eng  
President, Board of Education

\_\_\_\_\_  
Kyla R. Johnson-Trammell  
Secretary, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the General Counsel  
APPROVED FOR FORM AND SUBSTANCE

By:  7/12/18  
Michael L. Smith, Attorney at Law  
(Rec'd 7/12/18)