

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	18-0870
Introduction Date	6/13/18
Enactment Number	
Enactment Date	



# OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

## Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent

**Board Meeting Date** June 6, 2018  
(To be completed by Procurement)

**Subject** Agreement - San Francisco Bay Area Rapid Transit District (BART) (contractor) - Office of Post-Secondary Education - High School Linked Learning Department (site/department)

**Action Requested** Approval by the Board of Education of an Agreement between the District and San Francisco Bay Area Rapid Transit District. Services to be primarily provided to the High School Linked Learning Department for the period of June 18, 2018 through July 20, 2018.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.*

San Francisco Bay Area Rapid Transit District is offering a five-week paid summer internship program for up to twelve (12) high school students from Fremont, Skyline, Oakland, Castlemont, and McClymonds High Schools. They will be introduced to BART Rolling Stock and Shop Engineering staff and will spend a portion of their time shadowing Transit Vehicle Electronic Technicians and Transit Vehicle Mechanics engaged in component repair work. Students will receive training in tool identification; basic job skills such as email etiquette, memo writing and presentation skills. The work activities will be completed under the supervision of RS&S Foreworkers at the maintenance yard in Hayward.

**Discussion**  
*One paragraph summary of the scope of work.*

Approval by the Board of Education of an Agreement between the District and San Francisco Bay Area Rapid Transit District (BART), Oakland, CA, for the latter to provide a five-week paid summer internship program for up to twelve (12) high school students; they will be introduced to BART Rolling Stock and Shop Engineering staff and will spend a portion of their time shadowing Transit Vehicle Electronic Technicians and Transit Vehicle Mechanics engaged in component repair work; students will receive training in tool identification; basic job skills such as email etiquette, memo writing and presentation skills. The work activities will be completed under the supervision of RS&S Foreworkers for the period of June 18, 2018 through July 20, 2018, at no cost to the District.

**Recommendation** Approval by the Board of Education of an Agreement between the District and San Francisco Bay Area Rapid Transit District. Services to be primarily provided to the High School Linked Learning Department for the period of June 18, 2018 through July 20, 2018.

**Fiscal Impact** Funding resource name (please spell out): BART will cover all expenses for this summer internship opportunity for OUSD students.

**Attachments**

- Agreement
- Statement of Work Agreement

## AGREEMENT

This Agreement is made and entered into by and between the San Francisco Bay Area Rapid Transit District (“BART”) and the Oakland Unified School District (“OUSD”).

Whereas, OUSD administers an internship program to provide a work-based learning experience to its students (“Students”);

Whereas, BART agrees to provide a work-based learning environment for up to twelve (12) Students to the extent available;

Whereas, BART shall provide supplemental funding not to exceed \$12,840, \$12,000 for the stipend and \$840 in administrative expenses to OUSD for the payment of stipends to Students;

Whereas, OUSD agrees to utilize these supplemental funds to award a stipend to each Student in an amount not to exceed \$1000.00 per Student who successfully completes the internship;

BART and OUSD agree as follows:

### I. GENERAL UNDERSTANDING

1. The parties understand and agree that the internship is primarily an intern-focused learning experience provided to Students currently enrolled in the OUSD program. BART shall offer meaningful and challenging assignments intended to enhance the learning experience of Students assigned by OUSD to an internship placement offered by BART.
2. All students participating in the internship program shall be at least sixteen (16) years old as of the first day of placement at BART. OUSD shall be solely responsible for ensuring that students participating in the internship program meet this minimum age requirement.
3. The parties understand and agree that Students are not employees of BART and shall not be entitled to any form of wages, employment-related compensation or benefits from BART. OUSD agrees to utilize the supplemental funds provided by BART to award a stipend to Students who successfully complete the internship in accordance with this Agreement and also award participating Interns academic credit for successful completion of the internship in accordance with OUSD guidelines. OUSD agrees not to seek compensation or reimbursement of expenses from BART for this internship other than what is set forth in this Agreement.
4. OUSD shall be solely responsible for administering the payment of such stipends, including but not limited to any state and federal tax withholding requirements, and for addressing and resolving any disputes raised by Students regarding the processing of payment of such stipends.
5. The parties understand and agree that BART shall provide up to, but not in excess of, 150 hours of work-based learning experience for each Student for the period of June 19, 2018 to July 20, 2018.

6. Selected Students are required to attend an BART Orientation scheduled on June 18, 2018. **Emiliano Sanchez, Director of CTE Trades and Apprenticeships** or a designee will provide information and relevant materials to BART Students' Supervisors during said BART Orientation.
7. The parties understand that in the event that a Student does not satisfactorily complete the internship program requirements set forth by BART and OUSD, BART has the discretion to release the Student from the program.
8. BART understands and agrees to inform Students of its pertinent policies, procedures, processes and expectations for a successful learning experience. BART further agrees to afford each Student equal opportunity in all phases of the work-site learning experience without discrimination because of race, color, religious creed, sex, gender, gender identity, gender expression, national origin, ancestry, age for individuals age forty or older, disability (physical or mental, including AIDS and HIV), medical condition (cancer and genetic characteristics), genetic information, marital or domestic partnership status, sexual orientation, military or veterans status, pregnancy, family or medical leave status, pregnancy, pregnancy disability leave status, or any other status protected by state and federal laws.
9. BART designates **Sean Steele Assistant Chief Mechanical Officer, or designee, as the Site Supervisor** who will serve as the BART contact for OUSD with all matters concerning the internship. This includes ensuring Students' BART Supervisors complete and submit student timesheets, complete and submit any Student performance assessments required by OUSD, and complete and submit recommendation letters for their Student(s) prior to the end of the internship.
10. OUSD expressly agrees to defend, indemnify, and hold harmless BART, its directors, officers, board members, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from OUSD's, its officers', directors', agents' (including Students') or employees' negligent acts or willful misconduct, in the operation and/or performance under this Agreement. This provision survives termination of this Agreement.
11. BART expressly agrees to defend, indemnify, and hold harmless OUSD, its directors, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from BART's, its directors', officers', board members', agents' or employees' negligent acts or willful misconduct, in the operation and/or performance under this Agreement. This provision survives termination of this Agreement.
12. The parties understand that the payments of BART's funds to OUSD are contingent upon Students' satisfactory completion of the internship program requirements set forth by the parties. After completion of the program, OUSD will submit an invoice to BART for the supplemental funds to offset the stipend that OUSD pays to Students who successfully complete the program.
13. In the event that a Student does not successfully complete the internship prior to July 20, 2018, as determined by BART in its sole discretion, the Student shall be awarded a prorated amount of the stipend by OUSD as of the date of termination.

II. TERM AND TERMINATION

1. This Agreement shall be effective from June 1, 2018 to August 1, 2018.
2. This Agreement may be terminated by the mutual written consent of both parties at any time.
3. This Agreement may be terminated by either party with thirty (30) days' written notice.
4. In the event of termination, OUSD shall refund to BART any unused stipend funds within thirty (30) days.

IV. SIGNATURE AUTHORITY:

Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

\_\_\_\_\_  
 David Hardt  
 Chief Mechanical Officer  
**BART Rolling Stock & Shops**

\_\_\_\_\_  
DATE

*Sondra Aguilera*

*5/9/18*

\_\_\_\_\_  
 Sondra Aguilera  
 Sr. Deputy Chief of Continuous School Improvement  
**OUSD**

\_\_\_\_\_  
DATE

**Approved as to Form:**

\_\_\_\_\_  
 Jeana Zelan Peterson  
 Attorney  
 BART Office of General Counsel

\_\_\_\_\_  
DATE

\_\_\_\_\_  
 Marion McWilliams  
 General Counsel  
 OUSD Office of General Counsel, on behalf of OUSD

\_\_\_\_\_  
DATE

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

By: *Jenine Lindsey*  
 Jenine Lindsey

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at <https://www.sam.gov/>

# STATEMENT OF WORK AGREEMENT

## BART Vocational Internship Program

The purpose of this Program is to introduce students to career options at BART through guided projects, job shadowing and basic job skill training.

### SCOPE OF SERVICES

<b>Department:</b>	Rolling Stock and Shops (RS&S)	<b>Billable Department #:</b>	0803622
<b>Project Name:</b>	RS&S Internship	<b>Duration of Project:</b>	6/18/2018 – 7/20/2018

**Project Scope:**

Up to **twelve (12)** high school students will be introduced to BART Rolling Stock and Shop Engineering staff and will spend a portion of their time shadowing Transit Vehicle Electronic Technicians and Transit Vehicle Mechanics engaged in component repair work. Students will receive training in tool identification; basic job skills such as email etiquette, memo writing and presentation skills. They will also be rotated through a variety of assignments where they will perform work on electro-mechanical and electronic equipment utilizing hard tools under the supervision of RS&S Foreworkers.

<b>Compensation:</b>	\$1,000 stipend per student	<b>Administrative Fee:</b>	7%
----------------------	-----------------------------	----------------------------	----

**Compensation Detail:**

Stipend Amount	# of Students	Total Stipend Amount	Admin Fee (7%)	Grand Total
\$1,000	12	\$12,000	\$840	\$12,840

*It is understood and agreed that in no event will the total compensation to be paid to OUSD/Ed Fund Scholarship Program exceed the amount of **\$12,840**.*

### INTERNSHIP PROGRAM ACKNOWLEDGEMENT

I understand that the internship assignment is similar to on-the-job training which would be given in an educational environment. Furthermore, I understand that:

- the intern will be provided with job shadowing opportunities that allow them to learn certain functions under the close and constant supervision of regular employees and
- the intern will not take a position that is normally held by an employee, nor will they take work from an employee.

**BART Sponsoring Department:**

\_\_\_\_\_  
 David Hardt – CMO  
 Name & Title

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date Signed

*(Agency/Organization Name):*

\_\_\_\_\_  
 Name & Title (Print)

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date Signed

## EXHIBIT "A" SCOPE OF WORK

**Description of Services to be Provided and Specific Expected Outcomes:** Highlight each program that you provide to OUSD. Attach a separate document if more space is needed.

Please refer to the attached Scope of Services for this project.

Project Name:  
RS&S Internship

Project Scope:  
Up to twelve (12) high school students will be introduced to BART's Rolling Stock and Shop Engineering staff and will spend a portion of their time shadowing Transit Vehicle Electronic Technicians and Transit Vehicle Mechanics engaged in component repair work. Students will receive training in tool identification; basic job skills such as email etiquette, memo writing and presentation skills. They will also be rotated through a variety of assignments where they will perform work on electro-mechanical and electronic equipment utilizing hand tools under the supervision of RS&S Foreworkers.

## EXHIBIT “B” STATEMENT OF QUALIFICATIONS

**Description of Organization and Relevant Experience:** For individual consultants, a résumé will suffice. Attach a separate document if more space is needed.

BART's Mission Statement is: Provide safe, clean, reliable and customer-friendly regional public transit service that increases mobility and accessibility, strengthens community and economic prosperity and helps preserve the Bay Area's environment.

BART's fleet of trains have been running since 1972. The Rolling Stock and Shops (RSS) Department has kept this fleet running during this 40+ year span. The staff in the RSS Department trains their own crew on the maintenance of BART vehicles.

BART has sponsored several internship programs over the years, at the high school and post-secondary level.

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : bay\* area\* rapid\* transit\***  
**Record Status: Active**

<b>ENTITY</b>	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT	Status:Active
DUNS: 047409107	+4:	CAGE Code: 44PR7 DoDAAC:
Expiration Date: Sep 18, 2018 Has Active Exclusion?: No Debt Subject to Offset?: No		
Address: 300 LAKESIDE DR		
City: OAKLAND		State/Province: CALIFORNIA
ZIP Code: 94612-3534		Country: UNITED STATES