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Enactment Number: 18-1441  
Enactment Date: 8/22/18  
By: OS

## OUSD INTERNSHIP AGREEMENT

The Oakland Unified School District ("District") and Mr. Skylar Thoma (the "Intern") enter into this internship agreement ("Agreement") effective June 15, 2018 ("Effective Date") for an unpaid internship ("Internship") to provide the Intern the opportunity to obtain school district central office experiences.

The Internship commences on June 15, 2018 and ends on or about August 31, 2018 for three to five days per week based upon hours and days agreed upon by the Intern and the District which are not to exceed eight hours per day. The Internship is a volunteer educational experience, and the Intern will receive no financial benefits and/or compensation. The Intern will receive a modest honorarium of \$1250.00 that is intended to reimburse the Intern for expenses related to the Internship upon completion of the Internship. The Intern will complete the Internship under the direct supervision and mentorship of School Board Director Nina Senn and designated central office staff.

During the Internship, the Intern will have the opportunity to participate in activities such as: (1) broadly apply the information and skills learned in the Intern's educational environment in a professional setting; (2) be exposed to and learn from a variety professional styles; (3) attend meetings and events to observe and learn about public education operational, legal and policy needs; (4) engage in research, analysis, and writing that can provide the Intern with a writing sample that can be used in future endeavors; (5) practice oral communication skills through engagement with different stakeholders and audiences. Goals of the Internship will be jointly developed between the Intern and the Supervisor/ Mentor and tasks will be assigned in alignment with the goals and the particular opportunities that arise during Internship period.

The Internship is for the Intern's express, educational benefit and in furtherance of the District's commitment to continuous learning. The Intern will perform the Internship under the guidance, mentorship, and supervision of District leadership and staff. The Intern is not an employee of the District and will not be used as a regular employee, will not displace any District employees, and the District will not gain the benefits that a regular employment position provides. At the end of the Internship, the Intern will continue his or her educational endeavors and may apply, but is not automatically entitled, to obtain a permanent position with the District.

While performing and during the Internship, the Intern acknowledges his or her obligation to:

- 1) perform all assigned work to the best of his/her ability;
- 2) comply with all lawful and reasonable directions and instructions by employees of the District;
- 4) comply with any and all applicable District policies and procedures;
- 5) undergo any and all training that the District deems necessary to fulfill the Internship; and
- 6) check in with the Supervisor/ Mentor at least weekly.

At all times, including and after the Internship, the Intern will:

- 1) keep confidential any and all Confidential Information, including without limitation, student records and/or personnel information, of the District that comes into his possession in

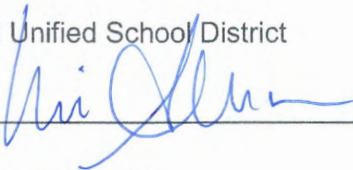
accordance with the Confidentiality Policy in Exhibit A;  
2) any intellectual property developed by the Intern while performing Internship duties is hereby assigned to and vests in the District immediately as created; and  
3) the District owns and retains all rights at all times to the District's intellectual property.

Additionally, the Intern understands and accepts that the Internship may be terminated prior to the end date at the sole discretion of the District. This document does not serve as an employment contract, but rather specifies the goals, intent and details of the Internship. This Agreement constitutes the entire agreement of the parties with respect to the Internship.

This Agreement, and all matters arising directly or indirectly from this Agreement, will be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws rules. Exclusive jurisdiction and venue for any action arising under this Agreement will be in the federal and state courts located in Oakland, California, and both parties consent to such jurisdiction and venue. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes any and all existing or prior agreements and communications, whether written or oral, relating to the subject matter hereof. No modification, changes or waivers of this Agreement or its terms will be effective unless it is in writing and signed by an authorized representative of each Party. Failure to enforce rights under this Agreement will not be construed as a waiver of such rights. The illegality, invalidity, or unenforceability of such provision will not in any manner affect or render illegal, invalid or unenforceable any other provision of this Agreement, and that provision, and this Agreement generally, will be reformed, construed and enforced so as to most nearly give lawful effect to the intent of the parties as expressed in this Agreement. This Agreement may be executed in counterparts (which may be exchanged by email or facsimile), each of which will be deemed an original, but which together will constitute one and the same instrument.


IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed individually or by their duly authorized representative as of the Effective Date.

Oakland Unified School District

By: 

Print Name: Nina Senn

Intern

By: 

Print Name: Skylar Thoma

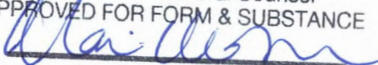
OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the General Counsel  
APPROVED FOR FORM & SUBSTANCE  
By:   
Marion McWilliams, General Counsel

EXHIBIT A - CONFIDENTIALITY POLICY

Oakland Unified School District adheres to a strict confidentiality policy. All regular and temporary employees, students, volunteers and contractors are expected to exercise the utmost discretion regarding the District's work. During the course of employment, Internship or working period with the organization, regular and temporary employees, students, volunteers and contractors will come into possession of confidential information that belongs to the District, its students and staff. This information includes, but is not limited to, student and employee records, financial information, contracts, personnel information and leases, as well as case information and matters protected by the attorney-client and attorney work product privileges. Information about District matters and cases is generally always confidential.

Documents pertaining to students, employees or the governing board or cases are to be held in strict confidence unless otherwise specified by the attorney responsible for the case. All regular and temporary employees, students, volunteers and contractors must adhere to all policies that serve to protect the attorney-client relationship.

Confidential information should not be disclosed to anyone outside the organization without authorization, both during Internship period and after separation. Violation of this policy will lead to disciplinary action up to and including termination of the relationship and, if necessary, legal recourse will be taken.

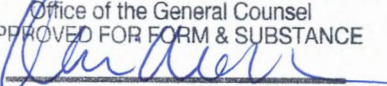
All regular and temporary employees, students, volunteers and contractor are not to take files or property belonging to the organization of any nature outside the office at any time, unless permitted by or instructed to do so by the supervisor and/or supervising attorney.

I acknowledge that I have received, read, and understand the District's Confidentiality Policy. I understand that any violation of this policy may result in corrective action up to and including termination of my employment or status as a temporary employee, student, volunteer or contractor.

Name: Skylar Thoma

Signature: 

Date: June 15, 2018

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the General Counsel  
APPROVED FOR FORM & SUBSTANCE  
By:   
Madelon McWilliams, General Counsel