

Board Office Use: <b>Legislative File Info.</b>	
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By	



# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Preston Thomas, Network Superintendent, High School  
Emiliano Sanchez, Coordinator of Trades and Apprenticeship, High School Linked Learning Office

**Board Meeting Date** May 8, 2019

**Subject** Agreement - No Cost Exploring College, Career and Community Options (ECCCO) 2019 Summer Internship Programs - East Bay Municipal Utility District

**Action Requested and Recommendation** Approval by the Board of Education of an Agreement between the District and East Bay Municipal Utility District, Oakland, CA, for the latter to host the Exploring College, Career and Community Options (ECCCO) Summer Internship Programs for up to fifteen (15) high school students that will participate in internship opportunities at various facilities, offices and maintenance yards for the High School Linked Learning Office, for the period of June 1, 2019 through September 15, 2019.

**Background** The ECCCO summer internship will host up to fifteen (15) high school students that will participate in internship opportunities at different facilities, offices and maintenance yards. Students who complete the program and participate in the Demonstration of Mastery will receive a stipend.

**Fiscal Impact** East Bay Municipal Utility District will provide funding, in an amount not to exceed \$100/student for the student stipends for a total amount not to exceed \$1,500.00. There is no fiscal impact to OUSD.

**Attachments**

- ECCCO OUSD\_2019 Internship Agreement

## AGREEMENT

This Agreement is made and entered into by and between the East Bay Municipal Utility District (“EBMUD”) 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, EBMUD agrees to provide a work-based learning environment for up to **fifteen (15)** Students to the extent available;

Whereas, EBMUD shall provide supplemental funding not to exceed **\$1,500.00** to OUSD for the payment of stipends to Students, the terms for which are attached hereto as Exhibit A;

Whereas, OUSD agrees to utilize these supplemental funds to award a stipend to each Student in an amount not to exceed **\$100.00** per Student who successfully completes the internship, the terms for which are attached hereto as Exhibit A;

EBMUD 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. EBMUD shall offer meaningful and challenging assignments intended to enhance the learning experience of Students assigned by OUSD to an internship placement offered by EBMUD.
2. The parties understand and agree that Students are not employees of EBMUD and shall not be entitled to any form of wages, employment-related compensation or benefits from EBMUD. OUSD agrees to provide compensation to Students who successfully complete the internship program in accordance with any and all relevant local, federal and state laws. OUSD agrees to utilize the supplemental funds provided by EBMUD to award a stipend to Students who participate in 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 EBMUD for this internship other than what is set forth in this Agreement.
3. 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.

4. The parties understand and agree that EBMUD shall provide up to, but not in excess of, **150 hours** of work-based learning experience for each Student for the period of **June 18, 2019 to July 26, 2019**.
5. OUSD shall be responsible for recruiting and referring two to three Students with matching skills and interests for each internship opportunity allocated by EMBUD. EBMUD will make the final selection of Students to be assigned to EBMUD. EBMUD shall be solely responsible for determining placement availability for Students and designating a work assignment for each Student.
6. Selected Students are required to attend an EBMUD Orientation scheduled on **June 18, 2019**. **Emiliano Sanchez, Director of Career Technical Trades and Apprenticeships**, or a designee will provide information and relevant materials to EBMUD Students' Supervisors during said EBMUD Orientation.
7. The parties understand that in the event that a Student does not satisfactorily complete the internship program requirements set forth by EBMUD and OUSD, EBMUD has the discretion to release the Student from the program.
8. EBMUD understands and agrees to inform Students of its pertinent policies, procedures, processes and expectations for a successful learning experience. EBMUD 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. EBMUD designates **Sophia Gonzales, or designee, as the Site Supervisor** who will serve as the EBMUD contact for OUSD with all matters concerning the internship. This includes ensuring Students' EBMUD 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 EBMUD, 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. EBMUD 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 EBMUD'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. a. OUSD shall take out and maintain during the life of the Agreement all the insurance required in this Agreement, and shall submit certificates, including Additional Insured Endorsements, for review and approval by EBMUD. The internship shall not commence until such insurance has been approved by EBMUD. The certificates shall be on forms provided by EBMUD. Acceptance of the certificates shall not relieve OUSD of any of the insurance requirements, nor decrease the liability of OUSD. EBMUD reserves the right to require OUSD to provide insurance policies for review by EBMUD.

b. EBMUD shall provide OUSD a letter certifying that it is self-insured for the coverage by this Agreement.

13. OUSD will provide Workers' Compensation coverage for Students injured while performing internship duties related to this Agreement. OUSD and their Workers Compensation Carrier agree to waive any rights of recovery against EBMUD regardless of the applicability of any insurance proceeds, except as to Student injuries arising out of or resulting from EBMUD's, its directors', officers', board members', agents' or employees' willful misconduct.

14. OUSD shall take out and maintain during the life of the Agreement Automobile and General Liability Insurance that provides protection from claims which may arise from operations or performance under this Agreement. If OUSD elects to self-insure (self-fund) any liability exposure during the contract period above \$50,000, OUSD is required to notify EBMUD immediately. Any request to self-insure must first be approved by EBMUD before the changed terms are accepted.

The amounts of insurance coverages shall not be less than the following:

- \$2,000,000/Occurrence, Bodily Injury, Property Damage – Automobile
- \$2,000,000/Occurrence, Bodily Injury, Property Damage - General Liability

In lieu of the above coverage amounts, if OUSD only has coverage for \$1,000,000/occurrence for each policy, OUSD can supplement its coverage with Umbrella Insurance that specifically applies to coverage in the required amounts for automobile and general liability claims.

**THE FOLLOWING COVERAGES OR ENDORSEMENTS MUST BE INCLUDED IN THE POLICY(IES):**

1. The District, its Directors, Officers and Employees are Additional Insureds in the policy(ies) as to work being performed under this agreement.

ENDORSEMENT NO. \_\_\_\_\_

2. The coverage is Primary and non-contributory to any other applicable insurance carried by the District.
  3. The policy(ies) covers contractual liability.
  4. The policy(ies) is written on an occurrence basis.
  5. The policy(ies) covers District's Property in Consultant's care, custody and control.
  6. The policy(ies) covers personal injury (libel, slander, and wrongful entry and eviction) liability.
  7. The policy(ies) covers products and completed operations.
  8. The policy(ies) covers the use of owned, non-owned and hired automobiles.
  9. The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.
15. The parties understand that the payment of EBMUD's supplemental funds to OUSD is contingent upon Students' satisfactory completion of the internship program requirements set forth by the parties. In the event that a Student does not successfully complete the internship prior to **July 26, 2019**, as determined by EBMUD in its sole discretion, the Student shall be awarded a pro-rated amount of the stipend by OUSD as of the date of termination. OUSD shall refund to EBMUD any unused stipend funds by the date specified in Exhibit A.

## II. TERM AND TERMINATION

1. This Agreement shall be effective from **June 1, 2019** to **September 15, 2019**.
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 EBMUD any unused stipend funds by the date specified in Exhibit A.

III. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

EBMUD certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>)

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.

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DORIAN WEST BLAIR  
Diversity and Inclusion Officer  
EBMUD

\_\_\_\_\_  
DATE



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5/9/19

Aimee Eng  
President, Board of Education



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5/9/19

Kyla Johnson Trammell  
Secretary, Board of Education

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SONDRA AGUILERA  
Senior Deputy Chief of Continuous School Improvement  
OUSD

\_\_\_\_\_  
DATE

**Approved as to Form:**

\_\_\_\_\_  
SAJI PIERCE  
Attorney III  
EBMUD Office of General Counsel

\_\_\_\_\_  
DATE



\_\_\_\_\_  
MICHAEL L. SMITH  
Co-General Counsel  
OUSD Office of General Counsel, on behalf of OUSD

4/4/19  
DATE

**EXHIBIT A**

**East Bay Municipal Utility District (“EBMUD”)  
and  
Oakland Unified School District (“OUSD”)**

**PAYMENT SCHEDULE**

<b>Responsible Party</b>	<b>Tasks</b>	<b>Due Dates</b>
<b>EBMUD</b>	<b>Notifies OUSD of students’ attendance at EBMUD internship</b>	<b><u>June 21, 2019</u></b> <sup>1</sup>
<b>OUSD</b>	<b>Sends invoice to EBMUD for payment of supplemental stipend funding for Students who have reported for first week of the program</b>	<b><u>June 24, 2019</u></b>
<b>EBMUD</b>	<b>Sends payment to OUSD</b>	<b><u>June 30, 2019</u></b>
<b>OUSD</b>	<b>Awards supplemental stipend funding to Students</b>	<b><u>NO LATER THAN August 9, 2019</u></b>
<b>OUSD</b>	<b>Refunds any unused funds to EBMUD</b>	<b><u>NO LATER THAN September 6, 2019</u></b>

Responsible Parties:  
Oakland Unified School District  
C/O Emiliano Sanchez  
1000 Broadway, Suite 440 Oakland, CA 94607

EBMUD  
C/O Sophia Gonzales  
375 11<sup>th</sup> Street, MS 601, Oakland, CA 94607

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<sup>1</sup> Students will not work on July 4, 2019