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# Memo

**To** Board of Education

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

**Board Meeting Date** May 8, 2019

**Subject** OUSD-BART 2019 Internship Agreement - Bay Area Rapid Transit (BART) (contractor)  
- High School Linked Learning Department (site/department)

**Action Requested and Recommendation** Approval by the Board of Education of an Agreement between the District and Bay Area Rapid Transit (BART), Oakland, CA, for the latter to provide a five-week paid summer internship program for up to fifteen (15) high school students; they will be introduced to BART Rolling Stock and Shop (RS&S) 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; work activities will be completed under the supervision of RS&S Fore-workers for the High School Linked Learning Office, for the period of June 1, 2019 through August 1, 2019, at no cost to the District.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.* Bay Area Rapid Transit (BART) is offering a five-week paid internship program for up to fifteen (15) 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.

**Fiscal Impact** BART will cover all expenses for this summer internship opportunity for OUSD students in the amount of \$17,120.00. There is no fiscal impact to OUSD.

**Attachments**

- OUSD-BART 2019 Internship Agreement

## OUSD-BART 2019 INTERNSHIP AGREEMENT

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

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

Whereas, BART agrees to provide a work-based learning environment for up to sixteen (16) students to the extent available;

Whereas, BART shall provide supplemental funding to OUSD for the payment of stipends to Students, as more fully set forth below;

Whereas, OUSD will utilize the supplemental funds to award a stipend to each Student who successfully completes the internship,

BART and OUSD (hereinafter, “Parties”) further agree as follows:

### I. AGREEMENT TERMS

1. BART shall provide supplemental funding to OUSD no later than October 15, 2019 in an amount not to exceed \$17,120 (*i.e.*, \$16,000 for stipends and \$1,120 in administrative expenses) for the payment of stipends to Students.
2. OUSD shall utilize the supplemental funds from BART to award a stipend to each Student in an amount not to exceed \$1,000 per Student who successfully completes the internship.
3. 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.
4. 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.
5. 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 requirements. OUSD agrees not to seek compensation or reimbursement of expenses from BART for this internship other than what is set forth in this Agreement.
6. OUSD shall be solely responsible for administering the payment of stipends to Students, 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.

7. 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 10, 2019 to July 12, 2019.
8. Selected Students are required to attend an BART Orientation scheduled on June 10, 2019. **Emiliano Sanchez, OUSD Director of CTE Trades and Apprenticeships** or his designee will provide information and relevant materials to BART Students' Supervisors during said BART Orientation.
9. 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.
10. 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 disability leave status, or any other status protected by state and federal laws.
11. BART designates **Marlon Lewis, Maintenance Shop Superintendent or his 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.
12. 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.
13. 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.

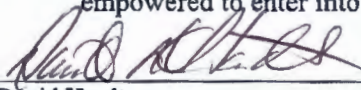
14. The Parties understand that the payments of BART's funds to OUSD are contingent upon Students' satisfactory completion of the internship program requirements set forth by the Parties. After completion of the program, OUSD will submit an invoice to BART for the supplemental funds to offset the stipend that OUSD pays to Students who successfully complete the program.
15. In the event that a Student does not successfully complete the internship prior to July 12, 2019, 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, 2019 to August 1, 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 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.

  
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 David Hardt  
 Chief Mechanical Officer  
 BART Rolling Stock & Shops

05/16/2019  
 DATE

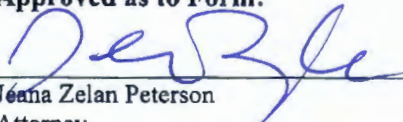
  
 \_\_\_\_\_ 5/9/19  
 Aimee Eng  
 President, Board of Education

  
 \_\_\_\_\_ 5/9/19  
 Kyla Johnson Trammell  
 Secretary, Board of Education

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 Sondra Aguilera  
 Sr. Deputy Chief of Continuous School Improvement  
 OUSD

\_\_\_\_\_  
 DATE

**Approved as to Form:**

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

5/15/2019  
 DATE

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

4/4/19  
 DATE