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# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Jennifer Blake, Executive Director, Office of Special Education  
David Cammarata, Coordinator, Office of Special Education

**Meeting Date** November 3, 2021

**Subject** Regional Center of the East Bay - Memorandum of Understanding (Paid Internship Program)

**Ask of the Board** Approval by the Board of Education of the Memorandum of Understanding with the Regional Center of the East Bay to begin providing access to the Paid Internship Program for OUSD students

**Background** The Regional Center of the East Bay coordinates the provision of selected adult services based on an individualized planning team meeting and the development of Individual Program Plan outcomes. These services can include employment services, post-secondary supports, adult day programs, living options, and other services. With the changes to Welfare and Institutions Code Section 4648.55, the Regional Center of the East Bay can authorize paid internships to students, ages 18-22, who are active Regional Center clients and the students can maintain their eligibility for public school services. The long-term goal of the collaborative partnership between the Regional Center of the East Bay and the District is to develop the employment capacity of eligible students through a paid internship experience that will result in competitive integrated employment by the time the student exits public school services.

**Discussion** This program will provide Young Adult Program students the opportunity to experience paid work experiences that are aligned to their future career and life goals. The District will become a vendor of the Regional Center of the East Bay to participate in and operate this program for eligible District students.

**Fiscal Impact** No net fiscal impact for the District. District will be employer of record for interns and will pay the students wages, but the District will be fully reimbursed by the Regional Center of the East Bay.

**Attachment(s)**

- Regional Center of the East Bay Memorandum of Understanding
- Paid Internship Program and Competitive Integrated Employment Incentive Payment Program Design

## **Regional Center of the East Bay and Oakland Unified School District Memorandum of Understanding**

WHEREAS, the Regional Center of the East Bay located at 500 Davis Street, Suite 100 San Leandro, California (“Regional Center of the East Bay” or “RCEB”) and Oakland Unified School District (“Oakland Unified School District,” “District,” or “OUSD,” together with “RCEB,” “Parties”) mutually agree to facilitate and supervise the provision of Paid Internships to transition-aged youth (18-22 years old) who are both (1) an eligible client of the Regional Center of the East Bay and (2) an active student of Oakland Unified School District with a disability and an Individualized Education Plan (IEP”); and

WHEREAS, the Regional Center of the East Bay and Oakland Unified School District herein desire to enter into this Memorandum of Understanding (“Agreement”) setting forth the coordination of services to be provided by the collaborative.

### **I) Description of the Paid Internship Program**

Section 4870 of the California Welfare & Institutions Code (“WIC”) encourages competitive integrated employment (“CIE”) for individuals with intellectual and developmental disabilities. The goals of this program include the acquisition of experience and skills needed for future paid employment, typically in the same job field or industry. Internships can be traditional, or in the form of apprenticeships, including self-employment. The funds provided for the internship are used for wages (minimum wage or higher) as well as the related payroll costs. Each individual client is eligible for up to \$10,400.00 per year in an internship, and could participate in more than one internship.

WIC Section 4648.55 allows for participation in a paid internship program based on a determination by the Individual Program Plan (“IPP”) planning team that the student (client) would benefit from such participation, and that the provision of paid internship services does not preclude a student from continuing to receive public education services to the extent those services are determined to continue to meet the client’s (student) needs. An exemption to the provisions of Section 4648.55(a) shall be granted for the provision of a paid internship [WIC Section 4648.55(d)(1)]. WIC Section 4648.55 also provides that a school district may contract with regional center vendors to meet the needs of clients participating in a paid internship program.

The attached document, titled “Paid Internship Program and Competitive Integrated Employment Incentive Payment Program(s) Design” (“Program Design”) and incorporated herein by reference further describes the program and the relationship between and responsibilities and obligations of the parties. This Agreement shall govern in all cases in which the Program Design document conflicts with this Agreement.

## **II) History of Relationship**

For several years, the Regional Center of the East Bay has been providing Oakland Unified School District with information and planning support to students (who are also active clients) who exit public school services at age 22 (age at which eligibility ends). When possible, RCEB case managers participate in the student's IEP meetings to obtain up-to-date information on academic performance, capabilities, and functional community skills. The Regional Center of the East Bay coordinates the provision of selected adult services based on an individualized planning team meeting and the development of IPP outcomes. These services can include employment services, post-secondary supports, adult day programs, living options, and other services.

Under WIC Section 4648.55, the Regional Center of the East Bay can authorize paid internships to students, ages 18-22, who are active clients and the students can maintain their eligibility for public school services. The long-term goal of the collaborative partnership between the Regional Center of the East Bay and Oakland Unified School District is to develop the employment capacity of eligible students through a paid internship experience that will result in competitive integrated employment by the time the student exits public school services.

## **III) Roles and Responsibilities**

(1) OUSD and RCEB agree to the following:

(a) The IEP team and the IPP planning team (including, but not limited to, the primary teacher and RCEB Case Manager) may meet and develop goals and objectives regarding the paid internship for each eligible client/student as permitted by law. The RCEB Case Manager will develop specific IPP outcomes related to the funding of the paid internship wages and job coaching support.

(b) The IEP team and the IPP planning team (including, but not limited to, the primary teacher and RCEB Case Manager) agree to share information once the client/student or authorized representative has signed consent documents regarding the student's monthly progress, and to conduct meetings as needed to review the need for additional internship experiences.

(2) OUSD and RCEB agree to the following:

(a) Student interns who receive paid internships under this Agreement are already eligible clients of the Regional Center of the East Bay, and must have an active, open case.

(b) Internship wages shall be at least state or local minimum wage.

(c) OUSD will provide support to the intern for the purposes of training, providing interventions, and for collecting observational data.

(d) OUSD or a third party FMS Co-Employer vendored by RCEB as the “Employer of Record” will pay the wages and related payroll costs to the student interns and will be responsible for Worker Compensation Liability Coverage. If OUSD is the Employer of Record, then RCEB agrees to reimburse OUSD for all costs associated with serving as the Employer of Record including and limited to the cost of the wages and mandated payroll costs.

**IV) Term**

The term of this Agreement is from August 9, 2021 through June 30, 2024 and may be renewed by mutual agreement of RCEB and OUSD.

**V) Commitment to Partnership**

- (a) The collaboration service area includes Oakland, California and surrounding communities that fall into the Alameda County boundary.
- (b) Both RCEB and OUSD agree to work and communicate, both formally and informally, to ensure that the services are aligned with OUSD’s and RCEB’s missions and are meeting the needs of the students served.

**VI) Confidentiality and Data Privacy**

- (a) OUSD may share information with RCEB pursuant to this Agreement in order to further the purposes thereof. RCEB and all RCEB’s agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as “confidential:” or “privileged,” or (ii) reasonably understood to be confidential or privileged.

**VII) Coronavirus/COVID-19**

- (a) Through its execution of this Agreement, both parties declare that they are able to meet their obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- (b) Both parties agree to notify the other, via email within twelve (12) hours if any employee, subcontractor, agent, or representative of either party tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to either party possible COVID-19 exposure. RCEB agrees to immediately acknowledge and work collaboratively to follow any OUSD directives regarding health and safety protocols including, but not limited to, providing both parties with information regarding possible exposure of either parties employees to any employee, subcontractor, agent, or representative of either party and information necessary to perform contact tracing.

**VII.) Defense and Indemnity:**

Neither party shall be liable for, and each party shall defend and indemnify the other and its officers, agents, employees and volunteers against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of each other or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, whether active or passive, of each other. Neither party shall have an obligation, however, to defend or indemnify the other from a claim if it is determined by a court of competent jurisdiction that such claim was caused by the sole negligence or willful misconduct of the other party.

The "Employer of Record" - either OUSD or third party FMS Co-Employer vendored by RCEB - shall secure and maintain, at all times during this agreement, Workers' Compensation Liability coverage with minimum limits required by statute. It is agreed that such Workers' Compensation coverage shall be provided to all RCEB Interns conducting any activities pursuant to this Agreement. It is further agreed that any Workers' Compensation Liability claims by RCEB Interns arising out of the performance of this Agreement shall be the sole responsibility of the active "Employer of Record."

**VIII. Termination**

Either party may at any time, with or without reason, terminate this Agreement with a sixty (60) day notice. Written notice by either party shall be sufficient to stop further performance of this paid internship. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or sixty (60) days after the notice was provided, whichever is later. Upon termination, OUSD and RCEB shall provide OUSD and RCEB with all materials produced, maintained, or collected by either party pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

**IX. Assignment:**

The obligations of both parties under this Agreement shall not be assigned by either party without the express prior written consent of either party and any assignment without the express prior written consent of either party shall be null and void.

**X. Entire Agreement/Amendment**

This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to this Agreement.

**XI. Certificates/Permits/Licenses/Registration**

Both parties' employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

**XII. Mandated Reporting**

To the extent that an employee, subcontractor, agent, or representative of either party is included on the list of mandated reporters found in Penal Code section 11165.7, Either party agrees the individual, in writing, that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

**XIII. Drug-Free/Smoke Free Policy**

No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds of either party. No students, staff, visitors, vendors, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

**XIV. Administrator of Agreement**

All legal notices provided for under this Agreement shall be sent via email to the email address set forth below and shall be either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For OUSD:

Joshua R. Daniels  
Office of General Counsel  
1000 Broadway, Suite 300  
Oakland, CA 94607  
510-879-8535  
ousdlegal@ousd.org

For RCEB:

Steve Robinson  
Director of Community Services  
500 Davis Street  
San Leandro, CA, 94577  
510-618-7718  
srobinson@rceb.org

**XV. Nondiscrimination in Employment**

Both parties agree that they will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation, or a perception that a person has or is associated with a person who has, or is perceived to have, any of these characteristics.

**XVI. Governing Law**

The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Alameda County, California.

**XVII. Warranty of Authority**

Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

**RCEB**

Name: Steve Robinson

Signature: 

Position: Director, Community Services

Date: 10/26/21

**OUSD**

Name: Shanthi Gonzales

Signature: 

Position: President, Board of Education

Date: 11/18/2021

- Board President
- Superintendent
- Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell

Signature: 

Position: Secretary, Board of Education

Date: 11/18/2021

Approved as to form by Joshua R. Daniels



**Regional Center East Bay**  
Paid Internship Program and  
Competitive Integrated Employment Incentive Payment Program(s) Design

**Oakland Unified School District**  
Young Adult Program and Career Transitions Team

**Program Address/ Mailing Address**  
915 54th Street  
Oakland, California  
94608

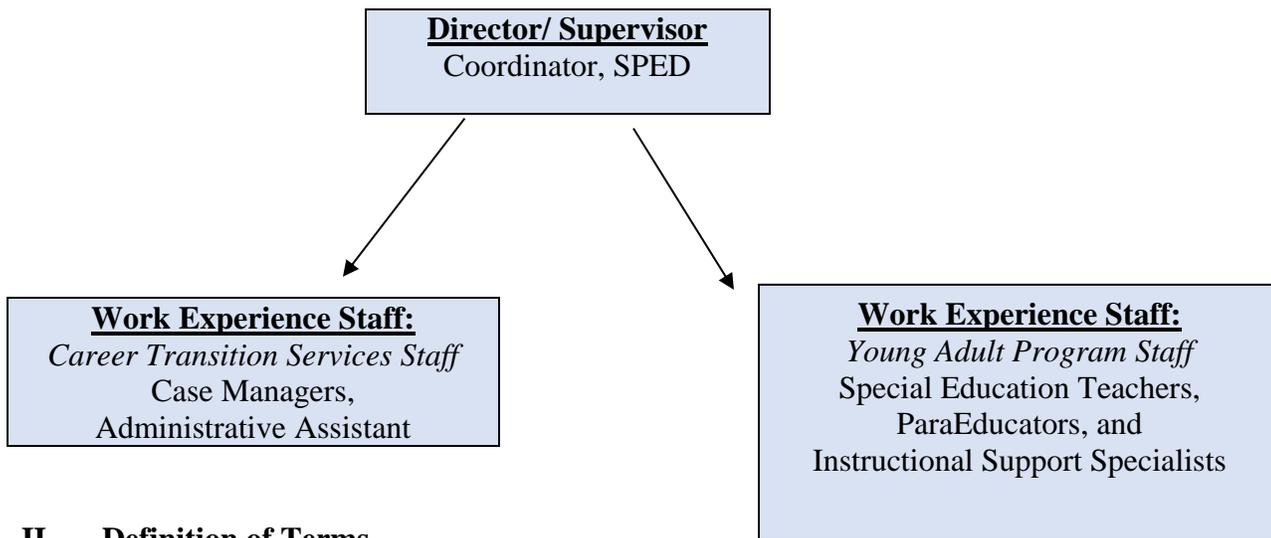
**Executive Director, Department of Special Education**  
Jennifer Blake  
Jennifer.Blake@ousd.org

**Program Director**  
David Cammarata  
Coordinator, Department of Special Education

**Coordinator/ Program Director Contact Information**  
Business: (510) 879-5003 x3938118  
Emergency: (510)519-4708  
Fax: (510)451-4364  
Email: david.cammarata@ousd.org

## I. Organization Chart

The below chart indicates the positions and names of individuals providing services for this program. All positions have a job description and duty statement within the Staff Qualifications & Duties section.



## II. Definition of Terms

- A. District of Service: Oakland Unified School District (OUSD).
- B. Consumer: Oakland Unified School District, Young Adult Program, currently enrolled and participating students. Students aged 18-22, with moderate to severe disabilities, that have earned a Certificate of Completion from High School and that are Regional Center of the East Bay Clients. Other terms used: Student, Intern, CIE participant.
- C. Employer: Company, business, or organization willing to participate in the Oakland Unified School District PIP/ CIE program(s). Company, business, or organization in the greater Oakland area willing to employ Oakland Unified School District consumers on a volunteer and/or intern basis and cooperate with Oakland Unified School District and RCEB staff to facilitate the goals of the Oakland Unified School District PIP/CIE program. Oakland Unified School District could, in some situations, be the District of Service and a participating Employer. For example, students could participate in job opportunities with Custodial Services, Buildings and Grounds, or Nutrition/ Wellness to name a few possible departments.
- D. Financial Management System (FMS): The FMS acts as the employer of record and is responsible for payroll and mandated employer costs. The FMS bills, and is reimbursed by, the Regional Center.
- E. Young Adult Program (YAP): Oakland USD's Adult Transition Services program meeting the needs of young adult students (aged 18-22) with moderate to severe disabilities who received a Certificate of Completion from High School in community-based settings.
- F. Career Transition Services (CTS): Case Managers within OUSD's Department of Special Education that provide Transition Services to Secondary students with disabilities across the District.
- G. Paid Internship Program (PIP): The purpose of this program is to increase the vocational skills and abilities of people who choose, in the Individual Program Plan (IPP) process, to participate in an internship.
- H. Competitive Integrated Employment Incentive Program (CIEIP): The purpose of the program is to increase competitive integrated employment (CIE) opportunities for people with Intellectual/ Developmental Disabilities.

## III. Program Description 56712(a)(1)(A-B)

Oakland Unified School District's Young Adult Program (YAP) currently enrolled and participating students are eligible to participate in the Paid Internship (PIP) and Competitive Integrated Employment Incentive Payments (CIEIP) programs. Internships through the PIP and CIE opportunities through the CIEIP will vary based on employer, work site placement, student needs, availability of consumer and work site, and may go into the early evening and weekends. PIP Internship funds and CIE opportunities may be available for consumers for a variety of models, including microenterprise, self-employment, apprenticeship, traditional and other business opportunities that can lead to on-going and/or future paid CIE experiences and opportunities. These programs will support the development of job sites, vocational experiences and opportunities, consumer's vocational skills in community-based and integrated settings that are aligned to the consumer's interests, goals, and needs. The goals of the PIP include the acquisition of experience and skills for future paid employment, or for the internship itself to lead to full or part time employment in the same job. The goals of the CIEPIP includes placing people into CIE opportunities and supporting them so that they can maintain their CIE jobs as long as they want. For each program, consumers will be supported in utilizing public transportation to and from internship, work experience, and/or job placement sites.

If a student is paid an incorrect amount, the chosen process for funding stream will support the consumer through the process. If this occurs, the Employer of Record will make the correction and send a letter regarding the error that can be shared with Social Security or adjust benefits. If an accident occurs while a consumer is participating in the PIP or CIEIP this would fall under the Workers Compensation umbrella and would be covered by the Employer of Record and/or the Certificate of Liability available to students participating in OUSD programming and supports.

#### A. Paid Internship Program

The PIP program's vision is to serve Regional Center of the East Bay (RCEB) students/consumers who have been successful in various, volunteer, paid, and short-term work experiences throughout high school and the YAP. These students have taken advantage of the current district work experience programs and are looking for a long-term experience in a career pathway that may lead to a position with the company, a position in a similar company, or employment in a job-like experience/ opportunity. The goal for the program is for students to acquire the skills and experience needed for future paid employment. These skills include, but are not limited to: self-advocacy, communication, socialization, behavior related work skills, development of pre-vocational and vocational skills, and development of skills of independence that are necessary and required for on-going employment opportunities. Students will be supported through on-going job-coaching/ counseling, on-site job-coaching and support, instruction in pre-vocational and vocational skills, and regular communication with job-sites/ employers to best ensure a positive outcome for participating students. Additional support, based on individual student needs will be provided as necessary and appropriate.

The program will support YAP and RCEB consumers by developing the job, working with the business on placement, supporting the completion of required paperwork, regular follow-up, initial and on-going job coaching, transportation and mobility training, personal calendars, visual supports, grooming for work, regular family/ guardian/ support network communication, reviewing/planning for additional medical support needs, behavior management/ intervention support, and as-needed on-going job site/coaching support. Oakland Unified School District (OUSD) YAP teachers and staff as well as Career Transition Services (CTS) case managers and staff as appropriate, will be engaged and utilized as needed. Additional OUSD staff that may be included, as needed and appropriate, are: Psychologists, School Counselors, Administrative Assistants.

Consumers will be able to access a variety of job-experience models including, but not limited to: microenterprise, self-employment, apprenticeships, traditional, or other supported-employment experiences, and direct hire opportunities through this program. Students who have been successful in short-term work experience programs offered through the District, including structured work based learning activities, will be referred to the internship program. This will fit an unmet need for a longer paid experience and an extended

paid internship for students with disabilities in the Oakland Unified School District. Oakland USD does not offer this type of extended long-term paid work experience for this population of students/ consumers. This is a new opportunity to assist students/consumers move from current job-based learning opportunities to competitive integrated employment (CIE).

The program will bill at an hourly rate per consumer, based on the entry-level or prevailing wage for that business. This billing will include student required fiscal state and federal withholdings. There is no minimum or maximum hour requirement. However, there is a cap on funding as specified below. The anticipated consumer outcomes resulting from participation in the program will include:

1. The intern will complete hours agreed upon within the team meetings.
2. The intern will obtain satisfactory or above on the final employer evaluations.
3. The intern will complete all follow-up activities, such as but not limited to: interviews, closure paperwork, intern questionnaires, and a final evaluation from the Young Adult Program and/or Career Transition Services.
4. The intern will complete a work portfolio upon completion of the internship; including resume, assessment results, and career pathway plan.
5. The intern will complete a work benefits plan with Oakland USD staff

There are two possible funding streams for the PIP. Each stream is approved by the Regional Center and the entity or entities providing the initial funding will be fully reimbursed as outlined below. The District of Service may choose to access one or both of the funding options as found to be appropriate by the district. The two possible funding streams are:

1. By District (paid internship entity):
  - a. District is responsible for paying payroll and mandated employer costs.
  - b. The District bills the regional center.
2. By Financial Management Service (FMS):
  - a. The employer provides the FMS with an accounting of wages associated mandated employer costs.
  - b. The FMS acts as the employer of record and is responsible for payroll and mandated employer costs.
  - c. The FMS bills the regional center, and is reimbursed by the regional center.

The program can support 70-80 interns at any given time.

#### B. Competitive Integrated Employment Incentive Payment Program

The CIEIP continues and provides additional support to the PIP. The CIEIP program's vision is to serve RCEB consumers who have been successful in various, volunteer, paid, and short-term work experiences, and the PIP throughout high school and the Young Adult Program. The goal for the program includes placing people in CIE opportunities and supporting them so that they can maintain their CIE jobs as long as they want. Students will be supported through on-going job-coaching/ counseling, on-site job-coaching and support, instruction in pre-vocational and vocational skills, and regular communication with job-sites/ employers to best ensure a positive outcome for participating students. Additional support, based on individual student needs will be provided as necessary and appropriate. The Incentive payments are for the placement and retention of clients in Competitive Integrated Employment (CIE) paid at minimum wage or higher. CIE is defined as a work setting with others who do not have disabilities. The payments will be received by the OUSD for supporting students as they develop their skills in CIE placements, work experiences, and opportunities. The intent of the incentive payments is to increase CIE placements. There is no minimum or maximum hour requirement. There is no maximum on the number of coexisting placements. Payment is made as follows:

1. \$1000.00 payment will be made after the client is employed thirty (30) consecutive days. Proof of the initial and 30-day pay stubs will be required for payment.
2. \$1250.00 payment will be made after the client is employed for six (6) consecutive months. Proof of the 6 month pay stub will be required for payment.
3. \$1500.00 payment will be made after the client is employed for twelve (12) consecutive months. Proof of the 12 month pay stub will be required for payment.

These CIE placements and vocational services will be completed in coordination with the Regional Center of the East Bay and will utilize the appropriate service codes.

#### **IV. Program Curriculum and Components**

Program services reflect individualization that is shaped by the consumer's career interests, dreams, desires, and wants. The programs provide processes that allows the consumer to have a major, and fundamental, role in decision and policy making related to their program curriculum. All activities clearly relate to the established consumer IPP/ISP objectives as well as relate to goals, program, and services as set forth by the student's Individualized Education Plan (IEP) and Independent Transition Plan (ITP). All program participants will receive, at least, state or local minimum wage. The consumer will be matched to the Career Pathway and both the employer and consumer will agree to the internship or CIE placement.

YAP teachers, CTS case managers, and other OUSD staff will be provided information around the referral process and will be engaged in the intake and on-going support of consumers that participate in these programs. Referrals will be sent electronically and will utilize a fillable form, but will also be accepted if completed by hand and scanned. Referrals will be shared with the Director for review before moving forward with enrollment/ participation in both the PIP and CIEIP programs. Final decision for student participation will be with the Director in coordination with the Regional Center of the East Bay guidance. Current performance, program participation, additional support needs, and appropriateness of the internship or CIE placement will be evaluated to determine appropriateness of consumer participation.

Monthly, the support team will review the consumer's additional needs including; transportation to and from work, grooming and hygiene, behavior support to maintain work, job retention skills, additional skills or certificates needed to keep a job, and opportunities to move up/ advance in a company/ area of business, opportunities for greater independence/ individualization while at work. and/or steps needed to obtain competitive integrated employment. An intern or CIE participant will be required to complete his/her internship or work experience once it begins, unless it is an unsafe or unhealthy work environment or it has been determined by the intern or employer that they meet one of the exit criteria explained below. The IPP team will meet to determine a possible move if it is deemed necessary and appropriate. Interns in the PIP may apply for a second intern placement to expand their skills in a Career Pathway, upon a satisfactory completion of an initial internship placement if the maximum internship dollars have not been exhausted, within a year period. Students are eligible to participate in both programs for four consecutive years as long as they meet the entrance requirements stated below.

All interns with the PIP and CIE program, regardless of funding model, must complete an Oakland Unified School District employee packet, provide a Social Security card/ number and picture ID in order to participate. All paperwork must be completed before a student can begin to work and receive compensation for program participation. Student Interns with the PIP, with their YAP teacher or CTS case manager, as appropriate, will fill out an accurate time card each month reflecting the actual hours that the student participated in activities related to the program and as set forth by the team. These are due to the CTS office by

the last day of the month and must be signed. Each intern or CIE participant will be given a work calendar for the month to assist in keeping their working hours. This will be verified with the employer.

## **V. Referral, Intake, Attendance, and Exit Processes**

### **A. Entrance Criteria**

1. The consumer to be served is 18 years of age or older.
2. Consumers, 18-22 years of age, who are in OUSD, YAP provided programming, are eligible to participate if the Regional Center is in compliance with WIC Section 4648.55. The internship/ CIE opportunity must be identified as a need in the IPP that the Planning Team has determined cannot be met in the educational system or will not duplicate or fund an existing service provided through the educational system.
3. The ID Team has agreed that this option is the preferred choice of the consumer considering other available options. If the consumer was unable to express his/her preference, the ID Team has taken into consideration the history of parental involvement in planning services for this consumer.

### **B. Referral/ Intake Process**

1. A YAP Special Education teacher will begin the referral process by:
  - a) Meeting with an interested/ eligible consumer and communicating with their parent/ guardian/ support network as appropriate.
  - b) Completing an interview with the consumer to gauge interest in the program, identify career interests, discuss strengths, needs, and challenges, and discuss program expectations and procedures.
2. If the consumer is interested in participating in the PIP and/or CIEIP:
  - a) This information will be shared with the RCEB case manager and a meeting will be set up with the potential intern/ employee and their IPP team.
  - b) The student/consumer and his/her team will make the final decision regarding their interest in participation in the program(s).
3. Once referral documentation has been submitted, intake will follow these steps:
  - a) Consumer will be engaged in a Person-Centered Planning protocol which includes:
    - (1) A job interest inventory to determine career interests and career pathway.
    - (2) Assessments or data collection regarding current functioning as related to employment opportunities and experiences.
    - (3) Information regarding past work experiences and current scheduling plan for student in the Young Adult Program
    - (4) A draft work plan including information regarding:
      - (a) Proposed duties/ tasks; days/ hours worked
      - (b) Location of PIP internship or CIEIP experience
      - (c) Support required, and provided, for the student to find success
      - (d) Connections with other agencies (CTS, RCEB, etc.,)
  - b) This information will be shared with the Director to determine appropriateness of student participation in PIP or CIEIP experience.
    - (1) The referrals will be reviewed with the sender to determine appropriateness of participation in the program.
    - (2) All referrals will receive an approval or letter of explanation if not approved.
  - c) Student will be supported as they:
    - (1) Develop Individual Service Plan (ISP) goals that are important to the intern and connected to the work experience. The ISP goals will be

aligned with the IEP and ITP to ensure coherence of support, program, and plan.

### C. Attendance Policy

1. The Young Adult Program teacher will notify the Regional Center on or before a consumer's fifth consecutive day of unplanned absence, a meeting will be scheduled to look at termination.
2. The consumer must notify the employer if he/she is not coming to work. The employer may ask that the consumer not return to work if they do not call for three unexcused absences.
3. The consumer may be removed from an internship or CIE experience and required to take a break from the program for up to three months. A consumer will be reinstated if the IPP and school team deem the consumer is ready to try another internship.
4. The YAP teacher will make weekly calls/ points of contact to/with the employer to monitor attendance at the internship site and on-site visits as necessary, and required by the Director.

### D. Exit Criteria

1. PIP
  - a) The consumer completes the internship(s) as determined by the IPP Team.
  - b) The consumer exhausts the maximum yearly funding amount (\$10,400).
  - c) Consumer obtains a competitive job placement.
  - d) The ID Team agrees this service no longer meets the needs of the consumer. The ID Team shall give significant weight to the evaluation results in any decision.
    - (1) The student/consumer fails to report to work or call in three times.
    - (2) The student/consumer fails to follow employer directions.
    - (3) The student/ consumer participates in behaviors or choices that limit their ability to continue to participate at the determined job site.
  - e) The consumer requests to stop the internship after IPP and team meeting.
  - f) The employer asks the consumer to be removed from the business.
  - g) YAP team members determine that the internship is not effectively supporting the on-going needs and development of the student.
2. CIEIP
  - a) The consumer completes the work experience/ CIE opportunity as determined by the IPP Team
  - b) Consumer obtains other competitive employment
  - c) The ID Team agrees this service no longer meets the needs of the consumer. The ID Team shall give significant weight to the evaluation results in any decision.
    - (1) The student/consumer fails to report to work or call in three times.
    - (2) The student/consumer fails to follow employer directions.
    - (3) The student/ consumer participates in behaviors or choices that limit their ability to continue to participate at the determined job site.
  - d) The consumer requests to stop the CIE experience after IPP and team meeting
  - e) The employer asks the consumer to be removed from the business.
  - f) YAP team members determine that the employment opportunity is not effectively supporting the on-going needs and development of the student.

## VI. **Person-Centered Planning, Assessment, and Documentation**

The following is the process by which Oakland Unified School District Internship program will determine how each student/consumer will be served within the program in order to achieve his/her IPP objectives for this program. The assessments utilized will be individualized per student intern and integrated into their person-centered plan. Vocational and independent living assessments will be given at our Program

sites and integrated into the student's overall plans (IEP, IPP, ISP). Ongoing planning and assessments will continue throughout the internship to provide feedback to the business, job coach and student's support team.

#### A. Assessment, Utilization of Assessment Data & Evaluation of Progress 56712 & 56720

Prior to placement in an internship, the consumer will be assessed by the YAP teacher or designated staff. The assessment will be comprehensive and address the whole consumer. It will collect information related to individual strengths and weaknesses, needs, likes and dislikes, developmental status, medical status, functional skill levels, and behavior baselines and behavior antecedents. The ID team will complete a person-centered plan and compile past and current assessments into the final plan. Most interns or CIEIP participants will complete a PowerPoint or other type of presentation to display their dreams, career pathway, strengths, areas of supported needed, description of their disability, accomplishments, fears, and ideal working conditions. Consumers will be assessed through Functional Assessment and Curriculum Teaching Students with Disabilities Brigance, Brigance Employability Skills Inventory, Transition Skills Inventories, Person Driven/Centered Planning tools, and various Career Assessments/ Inventories.

#### B. Utilization of Assessment Data

The training component of the consumer's Individual Program Plan (IPP) is the Individual Service Plan (ISP). This ISP will be developed through the ID team planning process. The ISP will describe the supports this program will provide to assist the consumer to achieve their life goals. The assessment outcomes are utilized for determining the specific training, activity and program services the consumer will receive. The ISP's will be developed with, and agreed to by the consumer and/or his/her legal representative, and the consumer's Regional Center Service Coordinator.

The development of ISPs is to be completed within 30 days of placement in the program and they shall include general goals and specific training and/or support objectives. The ISP indicates the area of training, goal, current baseline, training or behavior modification objective, plan to achieve the objective, type of data to be collected, when data is to be collected and what data collection tool will be used. ISP template is in Tab 3.

All staff responsible for the direct support of a consumer are to be familiar with the consumer's IPP and ISP objectives and methods of implementation. There is timely expectation for documentation in the consumer file on case note or data collection forms sheets related to details of the internship in accordance to the timelines set forth by ISP, IEP, and ITP goal, consumer performance and supports provided in relationship to the IPP, ISP, IEP, and ITP objectives. Supports include job coaching, skills training by staff, direct contact with employer, contact with family and circle of support for the consumer. The program will provide services focused on goals, specific skills, or behavioral deficits. This training is related to the achievement of goals, the acquisition of the most appropriate skills, and the elimination of those deficits as determined by the planning team.

#### C. Evaluation of Progress

The program will review the data collected from each ISP for each internship and CIE experience performed. The program will use this information to determine the extent of a consumer's progress toward achieving the specific outcomes in each IPP/ISP objective for which the program is responsible. The types of data likely to be collected on the consumer may include, level of ability to complete tasks, follow instructions, ability to work with others and/or independently, personal hygiene, including an employer evaluation and student/consumer self-evaluation. The frequency of data collection will be based on the objective. Skill data will be collected as the skill is practiced and exhibited/ participated in the natural environment. Behavior data will be collected as the behavior occurs. On duty staff will be responsible for data collection.

At the end of each month the Young Adult Program teacher or designated staff will review the data sheets for each ISP, summarize the collected data and update the employer evaluation on a consumer progress report. These reports will be reviewed with the student/consumer, kept in the consumer's file, and shared with the Director as needed/ appropriate. The data collected will be used to modify the consumer's program services and their ISP objectives. If the analyzed data shows the training the consumer is receiving is not effective in assisting the consumer to meet their service goals, then the ISPs objectives will be re-evaluated and modified. This may include simpler steps to meet the stated objective, different training methods, or different interventions for behaviors. It is the Young Adult Program teacher's responsibility to make sure all of the ID Team and consultant recommended modifications are made to the ISP and connected to the IEP. During the quarterly meetings, the Young Adult Program teacher will share the evaluations and consultant analysis tools with the planning team.

Annually, the program will report to the RCEB Employment Department the following information:

- Types of internship placements, including the setting and type of work performed.
- Consumers, identified by name and UCI number who are actively placed in an internship
- Length of internships and reasons for exit
- Demographic information of interns.
- Payment amount of each intern placed. Specified by wages and payroll costs
- Employment related supports provided to the intern by any agency, service provider or individual.
- Number of interns who subsequently entered paid employment, including salary, benefit information and employment start date.
- Description of what was successful.

#### D. Consumer IPP Documentation 56720

The program will submit written reports of progress on consumer IPP and ISP objectives for which they are responsible to RCEB case management staff. Report frequency will be dependent on the length of the internship but, at a minimum, program will submit an initial assessment report within 2 weeks of the start of the internship, a mid-term progress report and a final report at the completion of the internship. Reports will be submitted to the RCEB Employment Department (can be included as part of the annual report data) and the consumer's Case Manager.

This written report shall include:

1. An evaluation of the consumer's performance and progress based upon the review of each IPP/ISP for which the program is responsible
2. Identification of the barriers to the consumer's success in achieving the IPP/ISP objective(s) for which the program is responsible
3. A description of how such barriers shall be overcome in the future
4. A statement whether the program can continue to meet the consumer's needs as specified in the IPP
5. Signature of staff completing the review and the date it was completed.

#### E. Evaluating Program Effectiveness 56732

The program is subject to annual renewal based on program effectiveness, which is determined by review of the progress reports and consultation with the planning team. Each fiscal year the program shall conduct an annual review of its program's effectiveness in relation to the program design. This shall include a documented review of specific areas. The program will retain and make available upon request, for a period of at least three years from the date of an evaluation, all records related to the evaluation of program effectiveness and procedures to be used to monitor and evaluate the outcomes of service provision.

Program effectiveness will be reviewed annually at the consumer's IPP conference. The ID team will monitor and shall consider the following to determine program effectiveness:

1. Is the program adhering to their stated principles?
2. Whether the services and supports outlined in the consumer's Individual Program Plan are congruent with the choices and needs of the individual
3. Whether services and supports described in the consumer's Individual Program Plan are being delivered
4. Whether services and supports are having the desired effects
5. Whether the consumer is satisfied with the services and supports

The review process of this program's objectives related to the anticipated consumer outcomes resulting from participation in the program will be the following: positive employer evaluation, student/consumer positive self-evaluation, completion of internship, offer of employment. The information will be summarized, at the conclusion of the internship, by the Young Adult Program teacher, and, when appropriate, Career Transition Services Case Manager assigned to the consumer.

The YAP teacher, CTS case manager, and the Director will compile the monthly reports, student intern contact log, employer evaluations, observations at the job site, discussions with student/consumer, family and student/consumer self-review to compile the semi-annual and annual report. As part of the annual program evaluation process, the program shall have a written evaluation design specifying each of the following areas:

1. The purpose of the annual program evaluation
2. The type of data to be collected and used during this annual program evaluation process
3. The frequency of data collection as part of the annual program evaluation process
4. The data collection and analysis methods to be used as part of the annual program evaluation process
5. A description of the distribution, communication of, and actions to be taken upon the results of the evaluation
6. The frequency of evaluations
7. The reason this evaluation design was selected and how it relates to the program objectives

The program will also compile information regarding consumer participation including information in the following areas:

1. The semi-annual evaluation will graph each intern on ISP goals rated on a scale of 1 to 5, graph monthly work-site evaluations based on SCANS skills, graph student monthly self-evaluation of their work skills.
2. The program will compile all students/consumers enrolled in the internship program and graph overall program success in moving towards gainful integrated employment.
3. The program will compile the number of hours worked, hourly rate for a total of all interns working.
4. The program will compile statements from employers or co-workers regarding the internship program impact on business sites.
5. The program will compile and provide an analysis regarding challenges on the job site.

## **VII. Staffing 56722 & 56724 & 56752 & 56754**

Staffing requirements in the PIP and CIEIP will be based on individual needs – which will be based on person-centered planning process and the consumer’s ISP and IEP. It is the goal of these programs that YAP teachers and support staff will initially start the consumer working at the employment opportunity and fade to follow-up and intermittent job coaching. We want the intern to have a full and broad internship experience, as well as the employer expanding to natural supports in their businesses. Staffing supports will be clearly written into the ISP with fading goals and aligned with the student’s IEP. The program will maintain individual written staffing plans to ensure a safe and positive employment experience for the intern. This plan will be available for review at any time as necessary and appropriate. Student supports for both programs will be provided at no more than four (4) students to one (1) staff member. These support ratios will vary based on student independence, need, staff availability, business need/ request, and growth/ development of the consumer.

#### A. Hiring Practices

The program’s hiring process will be the following: Oakland Unified School District personnel protocol. All hiring is conducted and maintained through the Oakland Unified School District personnel department. All fingerprinting clearance, TB clearance is maintained by the district. No personnel can begin work or continue working with any of these items uncompleted. The District completes orientation for new staff. The Supervisor will meet with each new employee and discuss program safety standards and protocols.

The screening procedure used to evaluate an employee’s, volunteer’s, and consultant’s references from prior employers and/or volunteer organizations, character, employment history, fluency and communication abilities will be the following: annual evaluations or more often if the Supervisor deems necessary through Oakland Unified School District Personnel Department. This information will be documented in each employee’s personnel file. This program shall maintain a current written job description for all personnel. The qualifications for each job are not for a specific person, they are based on the needs of the job.

#### B. Job Descriptions

##### a. Director/ Supervisor

- i. Coordinator, Department of Special Education. Coordinator of all paid work experience grants, contracts, and Memorandums of Understanding. Day to day operation(s) of the Young Adult Program and Career Transition Services. Maintain budgets, approve purchases, staff calendars, mileage, absences, travel, staff development, IEP Administrative Designee, safety training.
- ii. Work hours - 8:00 am – 3:30 pm
- iii. Positions supervised - Young Adult Program and Career Transition Services staff; about 60 staff members.
- iv. Minimum Qualifications:
  1. A current California teaching credential or administrative credential.
  2. Five years working with high school students or young adults with IEP’s.
  3. Criminal background check.
  4. Current TB clearance.
  5. Obtain annual appropriate continuing education training as needed to provide services.
- v. Statement of Duties:
  1. Organizing and supervising the program in accordance with the program’s established policies.
  2. Overseeing the areas of budgeting, program design and implementation, project planning, staff development and training, evaluation and the direction of program services.
  3. Organizing and monitoring the intake and continuing assessment process.
  4. The ability to select and exercise general supervision over assigned staff.
  5. Selection, training, and supervision of assigned staff.

6. Planning, managing, coordinating and evaluating assigned staff efforts to achieve the program's objectives and consumer outcomes.
  7. Coordinating with the regional center the implementation of consumer ISP goals for which the internship program is responsible.
  8. Assessing the program's effectiveness in achieving consumer ISP goals.
  9. Identifying barriers to consumer success in obtaining the IPP/ISP objectives and how those shall be overcome
  10. Organizing and monitoring the intake and continuing assessment process
- b. Work Experience Staff
- i. Provide access to supported paid work experiences for consumers.
  - ii. YAP teachers and support staff; CTS case managers
  - iii. Work Hours- 6 hours a day/ 180 days
  - iv. Position reports to Director
  - v. Minimum Qualifications
    1. Level of Education High School Graduate or AA degree.
    2. Previous job experience with high school/young adults with disabilities preferred. Classroom experience preferred or community job coaching.
    3. The skill, training, or education necessary to establish and maintain a constructive and appropriate personal relationship with the student/consumer.
    4. The skill, training, or education necessary to minimize risks of endangerment to the health, safety, and well-being of the student/consumer.
    5. The skill, training or education necessary to achieve the intended results of the service being performed by this program.
    6. District background criminal record clearance.
    7. TB & health screening (not older than 12 months).
    8. Maintain current CPR and First Aid certification
    9. Obtain appropriate continuing education training as needed to provide services.
  - vi. Statement of Duties
    1. Interview student/consumer
    2. Complete assessment
    3. Develop employment goals
    4. Engage family in planning
    5. Job develop
    6. Develop resume
    7. Take students on interview
    8. Arrange with student and family transportation to work
    9. Job coach student as necessary
    10. Follow up on a regular basis with student on the job
    11. Timecard and evaluation paperwork
    12. Troubleshoot any challenges at work

## **VIII. Staff Training 56712(a)(1)(H) & 56726**

The training provided to staff supporting these programs shall reflect the philosophy of the program and the program's curriculum. Imagination, innovation and creativity that serve the best interest of the consumer is encouraged and rewarded. Training shall encourage staff not to make unwarranted assumptions about individual developmental potential. Staff shall not be left alone to provide job coaching and supervision to the consumer until all necessary training and certifications have been successfully completed. Staff shall be encouraged and enabled to provide meaningful feedback.

### **A. New Employee Orientation**

Employees supporting students in these programs shall include paid staff, volunteers, and consultants. Employee orientation will be presented within the first three weeks of supporting students in the programs and shall be based on the prior experience and qualifications of the individual and the needs of the program. This orientation shall be provided by, and to, the Oakland Unified School District YAP teachers and staff and CTS staff. The curriculum shall include, at a minimum: Keenan Safe Schools Training mandatory videos. These are available District wide and are provided by our Risk Management Department. Each school year the mandatory online courses are given to all staff. The required training courses may include; armed shooter training, blood borne pathogens exposure prevention, heat illness prevention, mandated reporter: child abuse and neglect, confidentiality, and OUSD sexual harassment board policy. These courses take approximately six hours to complete. Each staff member prints out a certificate and turns it into the Director. Keenan SafeSchools also provides a list of courses completed and courses staff members must complete. There are additional courses available if staff have a specific need or interest in a training topic. Staff also must have a current First Aid/CPR certificate.

Training for specific job coaching and job development, as necessary and appropriate, is to be provided to Oakland Unified School District staff supporting students participating in the PIP and CIEIP program. Decisions on which training will be provided to which service provider will be the responsibility of the Supervisor.

1. Consumer safety procedures to be used in the event of an emergency
  - a. Length of this training: 60 minutes
  - b. Technique used to train staff: Keenan Smart Schools On-Line Training
2. W& I Code, section 4646.5 (Assessments)
  - a. Length of this training: 3 hours
  - b. Technique used to train staff: Keenan Smart Schools On-Line Training
3. W& I Code, section 4648 (Services)
  - a. Length of this training: 30 minutes
  - b. Technique used to train staff: Keenan Smart Schools On-Line Training
4. W& I Code, section 4655 (Medical consent)
  - a. Length of this training: 15 minutes
  - b. Technique used to train staff: Keenan Smart Schools On-Line Training
5. W& I Code, section 4705 (Fair hearing procedure)
  - a. Length of this training: 15 minutes
  - b. Technique used to train staff: Keenan Smart Schools On-Line Training
6. W& I Code, section 4710.5 (Request for fair hearing)
  - a. Length of this training: 10 minutes
  - b. Technique used to train staff: Keenan Smart Schools On-Line Training
7. The developmental disabilities service system
  - a. Length of this training: 30 minutes
  - b. Technique used to train staff: Keenan Smart Schools On-Line Training
8. Policies, procedures and practices of this program
  - a. Length of this training: 3 hours in one hour training modules
  - b. Technique used to train staff: Keenan Smart Schools On-Line Training
9. Specific job requirements for each employee
  - a. Length of this training: 3 hours in house, plus on-the-job training by staff
  - b. Technique used to train staff: Keenan Smart Schools On-Line Training
10. Provision of client care and supervision, including communication
  - a. Length of this training: 2 hours, plus on-the-job training by staff
  - b. Technique used to train staff: District speech therapists, Oakland Unified School District Vocational Specialist, and/or Keenan Smart Schools On-Line Training

- c. Technique used to train staff: Nursing services
- 11. Availability of community services and resources
  - a. Length of this training: 3 hours minimum, ongoing throughout the year
  - b. Technique used to train staff: Keenan Smart Schools On-Line Training
- 12. Universal Precautions
  - a. Length of this training: 60 minutes
  - b. Technique used to train staff: Keenan Smart Schools Online Certificate Course
- 13. Any additional topics the program will cover based on the consumer population served. Job coaching, CIE program development and follow-up, behavior challenges on the job site.
  - a. Length of this training: one day, ongoing follow-up training quarterly
  - b. Technique used to train staff: Oakland Unified School District Staff and/or Keenan Smart Schools On-Line Training
  - c.

The documentation for these trainings will be kept in the staff's personal file, maintained by the employee, tracked by the standard Human Resources procedures for documenting completion of training. The Director will be responsible for organizing the training, communicating the requirements for submission of the necessary documentation, and maintaining the necessary documentation

#### B. On-going Staff Training

On-going training opportunities will be provided to all staff and volunteers throughout the year. This may include training off-site or training at staff meetings. The on-going training for the participating staff members, including the Director, will be the following: Current federal and state regulations related to employment, current Competitive Integrated Employment (CIE) laws and regulations, work permit training, assessment options, curriculum training, and sharing of materials at state meetings. These will be obtained by state Leadership meetings, state provided trainings, webinars, and attending CIE meetings.

Staff and volunteer training will include: safety on the job, job development and job coaching strategies, person centered development training, resume development, self-advocacy techniques and strategies. The documentation for this training will be kept in the staff's personal file. The Supervisor will be responsible for organizing the training and maintaining the necessary documentation.

### IX. Record Keeping

#### A. Program Records 56728

This program shall maintain and provide access to records pursuant to all applicable requirements of Title 17, sections, 50603, 50604, and 50605. This program will maintain all program and contract records and documents at its business office. These records shall include:

1. Time sheets indicating hours of service.
2. Payroll records.
3. Consumer attendance, maintained daily, indicating the date of service.
4. Accounting records.
5. Training records.
6. Service and program evaluations.
7. Internal grievance procedures records.
8. Historical data documenting the actual delivery of service to the consumer for which this program has claimed payment.
9. Vendor contract.
10. Written description of the vendor's organizational structure.
11. The program design and any changes made to the program design.
12. All records used by the program in completing the DS 1897 submitted to DDS for

rate determination.

13. All written approvals from regional centers or DDS.

14. The annual program evaluation addressing Program Effectiveness.

#### B. Consumer Records 56730

This program shall maintain consumer information and records as confidential documents and shall maintain consumer confidentiality as required in the H&S Code, section 199.20-199.27. This program shall maintain an individual consumer case file for the consumer. All records pertaining to the consumer shall be stored at the program site in a secure and locked place which shall be readily accessible; additionally, the program will have specific information on hand while the consumer is in the community.

The Consumer Record shall contain:

1. General consumer information and emergency contact names, addresses and numbers of relative, guardian or conservator, physician, and health plan.
2. Current medical history which includes
  - a. Current medications
  - b. Known allergies
  - c. Medial disabilities
  - d. Infectious, contagious or communicable conditions
  - e. Special nutritional needs
  - f. Immunization records
3. Consumer's medical, psychological, and social evaluations identifying the consumer's ability and functioning level.
4. Authorization for emergency medical treatment.
5. Documentation that the consumer and/or the authorized representative has been informed of his/her personal rights.
6. Individual Program Plan (IPP).
7. Special incident reports.
8. Case notes completed by staff on an ongoing basis reflecting important events or information not documented elsewhere.
9. Data collected that measures consumer progress in relations to his/her IPP & ISP objectives.
10. Documentation of program evaluation reviews including summaries of the data collection that indicates consumer performance and progress toward consumer outcomes for which the vendor is responsible.
11. Assessments completed by program.
12. Individual Service Plans (ISP) developed by the program.
13. A copy of the program's progress reports.
14. General correspondence.
15. Documentation of attempts to obtain required information not contained in the consumer record.

The student intern will carry emergency information and current medications with him/her. The employer will be given a file with this information. All correspondence will be documented on the contact face sheet located in the front left hand side of the internship/consumer file.

#### C. Records T22/80066 – T17 50603 – 50604 – 50605 - 56728

All records shall be maintained for a minimum of five years from the date of final payment of the State fiscal year in which services were rendered. Records shall be maintained at OUSD in our Office on Campus.

Personnel record will be maintained on each staff and contain at a minimum the following information:

1. Driver's license (if transporting consumers). Date of employment.
2. Statement signed by the employee that he/she is at least 18 years of age.
3. Home address and telephone number.
4. Documentation of the educational background, training and/or experience required for this program.
5. Past experiences, including types of employment and former employers.
6. Job duties.
7. Documentation of training attended.
8. TB test documents.
10. Fingerprint clearance
12. Hours worked.
13. Termination date if no longer employed.

The Supervisor/ Director will be responsible for obtaining and maintaining the personnel records and the records will be kept at the program's business office.

1. The District maintains current district approval form to transport students.

## **X. Grievance Procedure 56710, Changes to programming or participation**

### **A. Internal Grievance Procedure**

On an annual basis, the program's internal grievance procedure will be reviewed with the consumer. This will be documented in the consumer's file. This program's internal grievance procedure is the following: In the event that the consumer, community member, or circle of support member disagrees with or has a concern about any or all program plans, intervention strategies, implementation of policies, level of care, or services delivered they can present their grievance to the Supervisor. The Supervisor will discuss the grievance with the complainant and provide feedback on a resolution within ten business days. If the complainant is unhappy with the resolution, they will be advised to contact the RCEB case manager, service coordinator, or a client's rights advocate. These phone numbers will be provided to the consumer. The program's Director along with any necessary staff will annually review the process for the internal grievance procedures to determine if the response to each grievance was within the timeframe in the procedure and if outcomes were determined for each grievance.

### **B. Process for Change by OUSD or RCEB**

When modifications are made to the program design which constitute a change in the type of services provided, the District must, at least 30 days prior to the change, notify the consumers or their authorized representatives and submit to the RCEB a revised program design. A revised design is required if changes to any of the following occur: training locations, curriculum training components, existing approved staffing ratio, approved service code, entrance or exit criteria, hours of operations. RCEB does not step in to close programs unless there is a gross health and safety violation, which is dictated in Title 17. If OUSD decides to end the program(s) as a whole, RCEB requests 60 days notice of that closure to support the administrative process referred to as, "closing the vendor number."

## **Tabs**

- A. Special Incidents or Accident Report(s)
  - a. Any incidents will be tracked on a Documentation Log/ The Work Experience Staff or other assigned staff will notify the Director/ Supervisor who will investigate the incident with the student/ intern/ consumer, parent/ support network, and the RCEB Case Manager. These

incidents will be monitored by the Work Experience Staff or other assigned staff and if needed a meeting will be called to review.

- b. Any emergency, accident, or incident will have the student/ intern/ consumer sent to the emergency room. Other non-life threatening accidents will be reported to the Oakland Unified School District, Risk Management Department. The Work Experience Staff or other assigned staff will fill out the mandatory forms. The student/ intern/ consumer will have the option of seeing their own doctor or the District Workers Compensation Doctor. The Director and Work Experience Staff will make this a priority. All students/ interns/ consumers must have an emergency card on file. If there is not a doctor named on the emergency card the student/ intern/ consumer must be seen by the District doctor.
- c. The Work Experience Staff or other assigned staff will keep notes and summary of their on the job site visits or phone calls from the employer, parents/ support network, and RCEB Case Manager. These will be kept in the internship student/ consumer folder.
- d. Student Intern Contact Log Form will be used.
- e. Emergency Cards are District Standard.
- f. Accident report forms and worker's compensation forms are standard and provided by Oakland Unified School District Risk Management Department.
- g. If an incident occurs that requires a Special Incident Report to be completed, the Work Experience Staff or other assigned staff responsible for the consumer at the time of the incident must report the incident to the Director and document the incident immediately in the Interdisciplinary Notes Summary Form. The Work Experience Staff is then responsible for communicating the incident to RCEB within 24 hours. The communication must be made through actual contact with the Service Coordinator or the Office of the Day, if the Case Manager is unreachable. The Work Experience Staff is then responsible for completing the Incident Report utilizing the OUSD Incident Report Template. The Incident Report is submitted to the Case Manager, Director, and District within 48 hours of the documented incident.
  - i. The Director maintains an Incident Report binder at the program office, in which all Incident Reports are filed at the time of submission to RCEB. This binder is reviewed quarterly by the Program Manager to determine if patterns of incidents are occurring.
  - ii. The Incident Reporting Requirements by Vendors and RCEB will be shared during training and a copy housed on the front of the Incident Report binder. The OUSD Incident Report template will be shared in the same manner and used for Oakland USD reporting.

#### B. Medications

- a. The Oakland Unified School District Internship Program will not handle any medications. All interns will be 18 years of age or older and will be expected to handle their own medications if required during work time.
- b. Unless given authorization by a Doctor and worked through the IEP team.
- c. Ideas and supports will be generated during the Individual Service Plan development.

#### C. Consumer Funds

- a. The Oakland Unified School District Internship Program will not handle any consumer funds. All paychecks are mailed to the intern's home address.

#### D. Transportation

- a. The Oakland Unified School District staff who have District authorization may drive a student/ intern/ consumer to a job interview or to work. The student/ intern/ consumer will be taught how to get to work on their own or utilizing family, friends, ride sharing, walking, biking, AC Transit, and/or BART.

#### E. Emergency and Disaster Planning

- a. Staff have personal cell phones to call students, family members, employers, co-workers for back-up/ additional support in the event of an emergency. The Director is available by cell phone at all times. A designee will be identified in the event that the Director is not available.
- b. During vacations and school breaks; staff leave emergency numbers and a list of working students/ consumers, their contact information is listed in the event of an emergency. The

Director's cell phone number is given to the employers. In the event the Director is unavailable, a back-up Coordinator, Instructional Coach, or teacher cell number is provided and that person is notified as being on duty for a work-related emergency.

- c. Program's procedure for emergencies include:
  - i. If a student/ consumer is hurt at work, they will go directly to the emergency room and give the information that they work for the Oakland Unified School District, Internship Program. The emergency room will contact our Risk Management Department and/or the Director.
  - ii. The employer or co-worker will call 911 from the worksite.
  - iii. Staff and student/ consumer are provided information on how to work through an injury.
  - iv. All staff have CPR/First Aid certificates. The program keeps the record for staff and provides training every year.
  - v. Fire drills are conducted monthly.
  - vi. Armed Active Shooter Training and Drills happen annually.
  - vii. The District provides the updated policies and procedures and maintains emergency kits and equipment: including the maintenance of first aid kits, fire extinguishers, smoke detectors, alarms, any other medical devices to be used by the program (CPR mouth shields/masks, and emergency food supplies, etc.).
  - viii. The Oakland Unified School District Internship program will not handle any medications. All interns will be 18 years of age or older and will be expected to handle their own medications if required during work time.
  - ix. Ideas and supports for individual interns will be generated during the ISP development.
  - x. All staff understand that our policy at all times is "SAFETY FIRST".
  - xi. Interns will be given emergency and safety lessons.

#### F. Supervision

- a. The Internship program will be notified if a Work Experience Staff member or other support staff is out ill or needs to go home. The team will decide if we send another job coach, work out the needed supervision with the worksite, or cancel the work experience for that day.
  - i. If the student/consumer becomes ill at work, the employer and job coach will work with the family to assist the student to go home safely.
  - ii. The student/consumer and employer are responsible to maintain a daily calendar and timecard.
  - iii. The student/consumer must call into work in a timely manner to be excused. The employer will notify the Director if a student/consumer does not show up for work.
- b. It will be the goal of the internship program for the intern to work without daily supervision of a job coach. The ultimate goal is competitive integrated employment.

#### G. Health Related Changes

- a. The work experience assistant staff and support staff are all trained by Keenan SafeSchools to recognize signs and symptoms of illness; including heat related illnesses and the steps to assist the intern.
- b. Oakland Unified School District's Young Adult Program has a school nurse assigned to our site and is on campus weekly to discuss any student concerns. Oakland Unified School District has a Health Services Department. The Director and school employed nurses are available to answer questions or assist with clear directions during an emergency.
- c. The Health Services Department has written health protocol for most illnesses or contagious diseases that might occur at school or during the work day. There are clear directions and reporting policies.
- d. The site secretary will maintain contact with the Superintendent's Office, SELPA Director, Health Services Director and Risk Management Director during an outbreak, medical emergency, worker's compensation claim, and all times 911 is called. The District has clear policies, directions and paperwork to cover all of the health-related challenges.

#### H. Abuse Prevention

- a. All staff must annually take the Keenan SafeSchools online "Mandated Reporter: Child Abuse and Neglect". The Oakland Unified School District Risk Management Department keeps a list of

completed courses and sends the Director any uncompleted courses with a deadline. Staff can be removed from their placement/ position if they do not complete required courses.

- b. Any allegations towards staff will be given to the Director. Immediate meetings will be held with the Oakland Unified School District Executive Director and Program Director. The staff member will be called in and the process will follow the district personnel guidelines.

I. Choice

- a. The student intern will participate in person centered planning, choosing a Career Pathway. The intern will make the final decision where he/she will work and with which employer.
- b. The work experience assistants and job coaches will meet with the intern and families to discuss the options of food at work, joining in work site pot lucks, parties and outside work functions.
- c. The intern will be the person working at the job site.

J. Generic Resources

- a. The Young Adult Program shall provide assistance to student interns to access generic services such as AC Transit, BART, a Regional Transportation Connection Card, riding a bike to work, finding rides from co-workers, etc.,
- b. All generic resources will be related to work.

K. Specialized Health Conditions

- a. Potential interns with specialized health care conditions will be staffed/ supported with the school nurse to determine if they can be safely maintained on the work site – with the long-term goal of the intern to be independent at work.
- b. The District can develop safety health care plans if the ISP team determines this is a positive goal.
- c. The Health Plan is developed by the school nurse and the intern's physician. The Health plan will be reviewed annually at the ISP and staff assigned to arrange with the supervisor of the work site.
- d. Follow up and time lines will be determined. The school nurse will be responsible to develop the Health Plan and update as determined by the ISP team.