

Board Office Use: Legislative File Info.	
File ID Number	21-0730
Introduction Date	4/14/21
Enactment Number	21-0557
Enactment Date	4/14/2021 er



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Lucia Moritz, Executive Director, College and Career Readiness
Rebecca Lacocque, Director, Linked Learning
Gregory Cluster, Coordinator, Work-Based Learning

Meeting Date April 14, 2021

Subject General Offer MOU with third party intermediaries placing students in workplace internships

Ask of the Board Approval by the Board of Education of a standard MOU clarifying the relationship between OUSD and third party internship providers (“intermediaries”) who place students in workplace internships. MOU covers data sharing regarding enrollment, academic performance, and COVID exposures.

Background Oakland Unified School District’s Linked Learning Office is charged with tracking and coordinating internship experiences students engage in. While schools broker many internship placements, we have not had a standing agreement with the many independent non-profits who prepare students for internships and place them in workplace learning experiences. Establishing MOUs with as many providers as possible will ensure more accurate data regarding student internship experiences, allow us to better partner with external providers for student academic success, and also ensure that all parties share pertinent information regarding potential COVID exposures in a timely and effective way.

We are asking the Board to approve this MOU as a “general offer,” meaning that the Board will approve the agreement only once, and it will not need to either approve or ratify each individual MOU with a particular intermediary, so long as the intermediary agrees to identical terms to those approved by the Board.

Discussion We are asking the Board to approve this MOU as a “general offer,” meaning that the Board will approve the agreement only once, and it will not need to either approve or ratify each individual MOU with a particular intermediary, so long as the intermediary agrees to identical terms to those approved by the Board.

Fiscal Impact No Fiscal Impact

Attachment(s)

- General Offer MOU Third Party Workplace Learning Intermediaries / OUSD [Rev. 2/2021]

MEMORANDUM OF UNDERSTANDING OUSD - WORKPLACE LEARNING INTERMEDIARIES

This Memorandum of Understanding (“Agreement”) establishes the relationship between the Oakland Unified School District (“District”), a public school district, and _____ (“Intermediary”), an organization that coordinates workplace learning experiences for minors, including District students (together, “Parties”). Experiences at workplaces that are coordinated by Intermediary in which District students participate shall be referred to as “Worksite Placements.” “Intermediary Program” refers to the full set of experiences Intermediary offers to students including Worksite Placements as well as all workforce readiness training, community building, or other orientation activities.

I. Agreement

A. Work Permits

1. Unless exempt from work permit requirements pursuant to Title 5, section 10121 of the California Code of Regulations, Intermediary will not permit District students to commence Worksite Placements until all requirements of Education Code section 49110 *et seq.* have been satisfied.
 - a. Intermediary, and not the District, shall be responsible for determining whether Title 5, section 10121 of the California Code of Regulations exemptions apply to any Worksite Placements that are a part of its programs. Guidance for making this determination is visible at: <https://tinyurl.com/26pzshu5>.
2. To the extent that Intermediary participates in completion of the Statement of Intent to Employ a Minor and Request for a Work Permit (i.e., California Department of Education Form B1-1), it shall ensure that all information therein is true and correct.
3. The District shall review materials received from Intermediary to ensure completeness of information, as well as compliance with legal requirements, including (but not limited to) all applicable federal, state, county, or District COVID-19 guidance and orders.
4. The District shall issue work permits as appropriate.

B. Attachment A: Parent/Guardian Permission for Student Participation and Data Sharing

1. Intermediary will not permit a District student to commence a Worksite Placement until Intermediary has received an Attachment A signed by the student's parent or guardian (or by the student, where the student is 18 years of age or older), and has provided a copy of the signed Attachment A to the District.
2. Whenever possible, Intermediary will collect and forward to the District Attachment A for all participating students prior to beginning the Intermediary Program.
3. Attachment A constitutes parental permission to participate in an Worksite Placement pursuant to Title 5, section 10121(c) of the California Code of Regulations.
4. Attachment A further authorizes data sharing between the District and Intermediary by obtaining parental consent in accordance with Title 34, section 99.30 of the Code of Federal Regulations. With regards to data shared pursuant to Attachment A, both the District and Intermediary shall comply with all applicable privacy and confidentiality laws, including (but not limited to) the Family Educational Rights and Privacy Act ("FERPA").

II. Term

- A. The Agreement shall commence on the date that it is fully executed and shall expire three (3) years thereafter, unless terminated earlier, or extended by amendment.
- B. Either Party may terminate this Agreement with thirty days' notice, with or without cause.

III. COVID-19 Provisions

- A. Intermediary shall only allow students to participate in Intermediary Program and Worksite Placements in a manner consistent with any applicable federal, state, county, or District COVID-19 guidance and orders.
- B. Consistent with parental permissions granted in Attachment A, in the event that Intermediary learns that a District student participating in an Intermediary Program has tested positive for or been exposed to COVID-19, Intermediary shall within 12 hours notify the District (by email to ousdlegal@ousd.org and healthservices@ousd.org) in addition to other required entities (e.g., County Public Health Department).

- C. In the event that the District learns that a District student participating in an Intermediary Program has tested positive for or been exposed to COVID-19, the District shall notify Intermediary as soon as reasonably possible in addition to other required entities.

IV. Indemnification

- A. Intermediary shall defend, indemnify and hold harmless the District (including its governing board and governing board members, its officers, employees, contractors, and volunteers) from any and all claims, demands, actions or damages arising out of Intermediary's performance of this Agreement, except for those claims, demands, actions or damages resulting solely from the negligence of the District.
- B. The District shall defend, indemnify and hold harmless Intermediary (including its officers, employees, contractors, and volunteers) from any and all claims, demands, actions or damages arising out of the District's performance of this Agreement, except for those claims, demands, actions or damages resulting solely from the negligence of the Intermediary.

V. Insurance

Both the District and Intermediary shall maintain in full force and effect throughout the duration of this Agreement a suitable policy or policies of public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with use under this Agreement. Such Insurance shall be in amounts not less than \$1,000,000 for injury to or death of one person; and \$1,000,000 for property damage.


VI. Miscellaneous

- A. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. This Agreement may not be changed except in writing executed by both Parties.
- B. This Agreement is governed by the laws of the State of California and City of Oakland, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
- C. This Agreement and all amendments and supplements to it may be executed in two or more counterparts, each of which shall be deemed an original agreement and all of which shall constitute one and the same agreement. Any counterpart

may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing party and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. This section constitutes a waiver by each party of the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

- D. The persons signing below certify by their signatures that they are authorized to sign this Agreement on behalf of the party they represent, and that this Agreement has been approved by said party.
- E. Intermediary acknowledges that this Agreement is made as a General Offer by the District and Intermediary agrees to accept it as such and acknowledges that the Agreement is executed and becomes binding upon proper signature of the Intermediary.

Kyla Johnson-Trammell, Superintendent
Oakland Unified School District

 4/15/2021

Kyla Johnson-Trammell, Secretary Date
Oakland Unified School District Board of Education

**Attachment A: Parent/Guardian Permission for Student Participation in a
Workplace Learning Program & Data Sharing with OUSD**

Program Name: _____ Start Date of Program: _____

Worksite Placement (if known): _____

By signing my name below, I agree to the following:

1. I grant permission to my child to participate in the Intermediary's Program, beginning on the date listed above. This program will include a Worksite Placement in which my student will learn to be successful in a workplace setting and receive monitoring by staff from the Intermediary to ensure student safety and learning.
2. I will inform the Intermediary of any positive COVID test result received by my child or anyone with whom my child has been in close contact. I consent to this information being shared with the Oakland Unified School District to facilitate contact tracing efforts.
3. I will inform the Oakland Unified School District of any positive COVID test result received by my child or anyone with whom my child has been in close contact. I consent to this information being shared with the Intermediary to facilitate contact tracing efforts.

Optional Data Sharing Permission:

- ☐ I grant permission to Oakland Unified School District to share with the Intermediary the following information about my child, to facilitate her/his/their success in the Program and in school, in accordance with 34 C.F.R. § 99.30.
- Class Schedule
 - Recent Attendance Records
 - Grade Point Average
 - Recent Grades
 - Contact information of pertinent case managers, counselors, advisors, or other support staff

Student Name: _____ Date of Birth: _____ Student's School: _____

Guardian Name: _____ Relationship to Student: _____

Guardian/Student (if over 18) Signature: _____ Date: _____

Permissions will remain in effect for one year from date of signing

Instructions to Intermediary:

Return completed form for each OUSD student to internships@ousd.org when student begins Intermediary Program, and before the student begins any Worksite Placement. If form is being signed electronically on InformedK12, signed forms are automatically sent to OUSD.