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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Lucia Moritz, High School Network and Linked Learning Office Superintendent
Emiliano Sanchez, Coordinator of CTE Trades and Apprenticeship, Linked Learning Office

Meeting Date April 28, 2021

Subject Agreement - East Bay Municipal Utility District - Exploring College, Career and Community Options (ECCCO) - Summer 2021 Internship Programs

Ask of the Board Approval by the Board of Education of an Agreement between the District and East Bay Municipal Utility District, Oakland, CA, for the latter to host the Exploring College, Career and Community Options (ECCCO) Summer Internship Programs for up to ten (10) high school students that will participate in internship opportunities at various facilities, offices and maintenance yards for the High School Linked Learning Office, for the period of June 21, 2021 through July 30, 2021, at no cost to the District.

Background The ECCCO summer internship will host up to ten (10) high school students that will participate in internship opportunities at different facilities, offices and maintenance yards. Students who complete the program and participate in the Demonstration of Mastery will receive a stipend repair work.

Discussion The Exploring College, Career and Community Options (ECCCO) program provides students an opportunity to develop their 21st Century Skills for Success in an actual workplace environment. EBMUD has been a strong partner in this program. Every year they have offered opportunities to our students.

Fiscal Impact East Bay Municipal Utility District will provide funding, in an amount not to exceed \$595/student for the student stipends for a total amount not to exceed \$5,950.00. The remainder of the stipend is provided by grants funds. There is no fiscal impact to OUSD.

Attachment(s)

- 2021 ECCCO OUSD-EBMUD Agreement

AGREEMENT

This Agreement is made and entered into by and between the East Bay Municipal Utility District (“EBMUD”) and the Oakland Unified School District (“OUSD”).

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

Whereas, EBMUD agrees to provide a virtual work-based learning environment for up to **ten (10)** Students to the extent available;

Whereas, EBMUD shall provide supplemental funding to OUSD not to exceed **\$5,950.00 (up to \$595 per intern)** for the payment of stipends to Students, in accordance with the schedule set forth in Exhibit A;

Whereas, OUSD agrees to apply these supplemental funds towards payment of a stipend to each Student in an amount equivalent to \$15.50 per internship-hour worked, the terms for which are attached hereto as Exhibit A;

EBMUD and OUSD agree as follows:

I. GENERAL UNDERSTANDING

1. The parties understand and agree that the internship is primarily an intern-focused learning experience provided to Students currently enrolled in the OUSD program. EBMUD shall offer meaningful and challenging assignments intended to enhance the learning experience of Students assigned by OUSD to an internship placement offered by EBMUD.
2. The parties understand and agree that Students are not employees of EBMUD. OUSD understands and agrees that OUSD is solely responsible for the payment of any form of wages, compensation or benefits due to Students arising from OUSD’s internship program. OUSD agrees to provide compensation to Students per internship-hour worked in accordance with OUSD guidelines and in accordance with any and all applicable local, federal and state laws including minimum wage requirements. OUSD agrees to utilize the supplemental funds provided by EBMUD to award a stipend to Students who participate in the internship in accordance with this Agreement. OUSD agrees not to seek compensation or reimbursement of expenses from EBMUD resulting from EBMUD’s agreement to provide internship assignments to OUSD students.
3. OUSD shall be solely responsible for administering the payment of such stipends, including but not limited to any state and federal tax withholding requirements, and for addressing and resolving any disputes raised by Students regarding the processing of payment of such stipends.

4. The virtual program will run from June 21, 2021 through July 30, 2021 and will require students to complete research projects related to the water and wastewater industry specific to their unit assignment, remotely attend weekly enrichment activities and remotely attend weekly meetings with their mentor. This program model is anticipated to take a total of 90 hours to complete. Accordingly, for completion of the project, OUSD will provide each student a stipend payment of \$1,395.00, for which EBMUD will supply \$595.00 per student to supplement this stipend payment. OUSD shall be responsible for recruiting and referring up to three Students with matching skills and interests for each internship opportunity allocated by EBMUD. EBMUD will make the final selection of Students to be assigned to EBMUD. EBMUD shall be solely responsible for determining placement availability for Students and designating a work assignment for each Student.
5. Selected Students are required to virtually attend an EBMUD Orientation tentatively scheduled on **June 21, 2021**. **Emiliano Sanchez, Director of Career Technical Trades and Apprenticeships**, or a designee will provide information and relevant materials to EBMUD Students' Supervisors during said EBMUD Orientation.
6. The parties understand that in the event that a Student does not satisfactorily complete the internship program requirements set forth by EBMUD and OUSD, EBMUD has the discretion to release the Student from the program.
7. EBMUD understands and agrees to inform Students of its pertinent policies, procedures, processes and expectations for a successful learning experience. EBMUD further agrees to afford each Student equal opportunity in all phases of the learning experience without discrimination because of race (including hair style/texture), 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 (including lactation), family or medical leave status, pregnancy, pregnancy disability leave status, or any other status protected by state and federal laws.
8. **District Data Security Considerations:** During the internship, interns will not be using a District computer or accessing sensitive District records. They will not have any access to Customer Information, Employee Information, Facilities Information, Highly-Sensitive Personal Information, or Personal information as defined herein.

DEFINITIONS

- 8.1 "Customer Information" means the name, address, phone number, account number and water usage data of any water or wastewater customer of EBMUD.
- 8.2 "Employee Information" means an employee identification number, personnel records and any Personal Information of an EBMUD employee.

8.3 “Facilities Information” means any data or records that could reveal details of critical EBMUD infrastructure or operations, including, but not limited to, reports, maps, drawings, databases, models, GIS information, and plans and schematics containing detailed information about EBMUD’s water and wastewater infrastructure that, if released, could compromise the safety, integrity, and operations of the public water and wastewater system. Examples include the locations of security systems and security devices, services, pipelines, interceptors, aqueducts, valves, pressure zones, or details about major facilities (i.e., wet weather processing, treatment plants, pumping plants, and storage structures).

8.4 EBMUD “Highly-Sensitive Personal Information” means an individual’s:

- 8.4.1 Government-issued identification numbers (including Social Security number, partial Social Security number, driver’s license number, or state-issued identification number);
- 8.4.2 Financial account numbers, credit card numbers, debit card numbers, or credit report information, with or without any required security codes, access codes, personal identification numbers, or passwords that would permit access to an individual’s financial accounts; or
- 8.4.3 Biometric, genetic, health, medical, or medical insurance data.

8.5 “Personal Information” means information provided to Authorized Students by or at the direction of EBMUD, information which is created or obtained by Authorized Students on behalf of EBMUD, or information to which access was provided to Authorized Students by or at the direction of EBMUD, in the course of their performance under this Agreement, that is:

- 8.5.1 Information that identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers);
- 8.5.2 Information that can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit or debit card numbers, credit report information, medical insurance data, answers to security questions, and other personal identifiers); and
- 8.5.3 All Highly-Sensitive Personal Information.

9. EBMUD designates **Sophia Gonzales, or designee, as the Site Supervisor** who will serve as the EBMUD contact for OUSD with all matters concerning the internship. This includes ensuring Students' EBMUD Supervisors complete and submit student timesheets, complete and submit any Student performance assessments required by OUSD, and complete and submit recommendation letters for their Student(s) prior to the end of the internship.
10. OUSD expressly agrees to defend, indemnify, and hold harmless EBMUD and 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 OUSD's, its officers', directors', employees', or other agents' (including Students') negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance under this Agreement. This provision survives termination of this Agreement.
11. EBMUD expressly agrees to defend, indemnify, and hold harmless OUSD, its directors, officers (including Governing 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 EBMUD's, its directors', officers', board members', agents' or employees' negligent acts or willful misconduct, in the operation and/or performance under this Agreement. This provision survives termination of this Agreement.
12. a. OUSD shall take out and maintain during the life of the Agreement all the insurance required in this Agreement, and shall submit certificates, including Additional Insured Endorsements, for review and approval by EBMUD. The internship shall not commence until such insurance has been approved by EBMUD. The certificates shall be on forms provided by EBMUD. Acceptance of the certificates shall not relieve OUSD of any of the insurance requirements, nor decrease the liability of OUSD. EBMUD reserves the right to require OUSD to provide insurance policies for review by EBMUD.
 - b. OUSD shall provide EBMUD a letter certifying that OUSD is self-insured for the coverage by this Agreement.
 - c. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of OUSD.

13. OUSD will provide Workers' Compensation coverage for Students injured while performing internship duties related to this Agreement. OUSD and their Workers Compensation Carrier agree to waive any rights of recovery against EBMUD regardless of the applicability of any insurance proceeds, except as to Student injuries arising out of or resulting from EBMUD's, its directors', officers', board members', agents' or employees' willful misconduct.
14. OUSD shall take out and maintain during the life of the Agreement General Liability Insurance that provides protection from claims which may arise from operations or performance under this Agreement. If OUSD elects to self-insure (self-fund) any liability exposure during the contract period above \$50,000, OUSD is required to notify EBMUD immediately. Any request to self-insure must first be approved by EBMUD before the changed terms are accepted.

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

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

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

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

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

ENDORSEMENT NO. _____

2. The coverage is Primary and non-contributory to any other applicable insurance carried by EBMUD.
3. The policy(ies) covers contractual liability.
4. The policy(ies) is written on an occurrence basis.
5. The policy(ies) covers EBMUD's Property in OUSD's care, custody and control.
6. The policy(ies) covers personal injury (libel, slander, and wrongful entry and eviction) liability.
7. The policy(ies) covers products and completed operations.
8. The policy(ies) covers the use of owned, non-owned and hired automobiles.

9. The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.
15. The parties understand that the payment of EBMUD's supplemental funds to OUSD is contingent upon Students' satisfactory completion of the internship program requirements set forth by the parties. In the event that a Student is released from the internship prior to **July 30, 2021**, as determined by EBMUD in its sole discretion, the Student shall be awarded a pro-rated amount of the stipend by OUSD as of the date of termination. OUSD shall refund to EBMUD any unused stipend funds by the date specified in Exhibit A.
16. OUSD is solely responsible for ensuring that interns have the requisite technology and equipment (including computers and internet access) needed for them to participate in the virtual work-based learning opportunities provided by this internship.
17. Electronic Execution. Due to the COVID-19 public health emergency, the parties agree that this Agreement may be executed using electronic signatures in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this Agreement may also be exchanged via email or other electronic means and any email or other electronic transmission of any party's signature shall be deemed to be an original signature for all purposes.

II. TERM AND TERMINATION

1. This Agreement shall be effective from **June 1, 2021** to **September 15, 2021**.
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 for any reason.
4. In the event of termination, OUSD shall refund to EBMUD any unused stipend funds by the date specified in Exhibit A.

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

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

IV. SIGNATURE AUTHORITY:

Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.



DERRY MOTEN

Manager of Employee and Organizational Development
EBMUD

March 30, 2021

DATE



SHANTI GONZALES

President, Board of Education
OUSD

4/29/2021

DATE




KYLA JOHNSON-TRAMMELL

Superintendent, Board of Education
OUSD

4/29/2021

DATE

Approved as to Form:

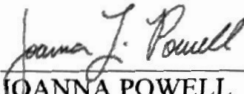


LOURDES MATTHEW

Attorney III
EBMUD Office of General Counsel

04/09/2021

DATE



JOANNA POWELL

Staff Attorney
OUSD Office of General Counsel, on behalf of OUSD

3/20/2021

DATE

OUSD-EBMUD AGREEMENT

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EXHIBIT A

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

PAYMENT SCHEDULE

Responsible Party	Tasks	Due Dates
EBMUD	Notifies OUSD of students’ participation in EBMUD internship	<u>June 28, 2021</u> ¹
OUSD	Sends invoice to EBMUD for payment of supplemental stipend funding for Students who have reported for first week of the program	<u>July 2, 2021</u>
EBMUD	Sends payment to OUSD	<u>July 30, 2021</u>
OUSD	Awards supplemental stipend funding to Students	NO LATER THAN <u>August 6, 2021</u>
OUSD	Refunds any unused funds to EBMUD	NO LATER THAN <u>September 3, 2021</u>

Responsible Parties:

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

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

¹ Students will not work on July 5, 2021