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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Rebecca Lacocque, Director, High School Learning Office
Tatiana Newman-Wade, Work-Based Learning Coordinator

Meeting Date May 28, 2025

Subject Memorandum of Understanding - 2025 ECCCO Internship Program – High School Linked Learning Office

Ask of the Board Approval by the Board of Education of a Memorandum of Understanding (MOU) by and between the District and the Work Training Partner, Work Training Partner's Affiliate Organization, for the latter to coordinate workplace learning experiences for minors, including District students for the Exploring College, Career, and Community Options. This MOU outlines key areas, including Incident/Accident/Mandated Reporting, adherence to Federal, State, and Local Laws and Regulations, Legal Notifications, Indemnification, and Insurance provisions via the High School Linked Learning Office, for the period of May 28 2025 through May 28, 2028 at no cost to the District.

Background The ECCCO Internship Program presents students from diverse backgrounds with an invaluable opportunity to gain real-world experience through internships during the summer months. Participants intern for 4 to 5 days a week, while also attending seminars on Fridays designed to enhance essential college and career readiness skills. The High School Linked Learning Office collaborates with various OUSD departments, programs, and local businesses to offer students meaningful hands-on learning experiences. OUSD staff members serve as ECCCO Advisors, providing continuous support and monitoring progress throughout the program. The experience culminates in a Demonstration of Mastery, where students showcase the skills and knowledge they have acquired.

Discussion The ECCCO Internship Program Memorandum of Understanding demonstrates compliance with current incident and accident reporting requirements, as well as adherence to federal, state, and local laws and regulations. It also addresses legal notices, indemnification, and insurance requirements. This MOU remains in effect for three years, unless terminated as stipulated in the MOU.

Fiscal Impact All participating work training partners are participating at no cost. The exception is the Superior Court of Alameda County, who is providing an amount not to exceed \$15,000.00 per year to cover the cost of student stipends.

Attachment(s)

- 2025 MOU OUSD Internship
- 2025 Work Training Commitment Form
- List of ECCCO Internship Hosts without contact info
- List of participating schools

MEMORANDUM OF UNDERSTANDING OUSD - WORKPLACE TRAINING PARTNERS

This Memorandum of Understanding (“**Agreement**”) establishes the relationship between the Oakland Unified School District (“**District**”), a public school district, and, the Work Training Partner or Work Training Partner’s Affiliate Organization (as defined below) (“**Work Training Partner**”), an organization that coordinates workplace learning experiences for minors, including District students (each a “Party” and together, the “**Parties**”). The OUSD Work Training Commitment (as defined below) will be supplemental to the terms of this Agreement. In the event of any conflict between this Agreement and the OUSD Work Training Commitment, this Agreement shall control.

“**Affiliate Organization**” shall mean any entity or corporation, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with Work Training Partner.

“**Work Training Partner Program**” refers to the District’s internship and work training program where the District’s students may apply to gain Workplace Learning Experiences (as defined below) with the Work Training Partner.

“**Workplace Learning Experiences**” refers to the workforce readiness training, professional experience, and/or other orientation activities.

“**OUSD Work Training Commitment**” refers to the document which sets out the expectations and general details regarding the Work Training Partner Program between the Work Training Partner, the applicable student (each an “**Intern**”), and the Intern’s parent or guardian.

“**Worksite Location**” refers to the Work Training Partner’s site location where the applicable Interns shall be assigned to as part of the Work Training Partner Program.

I. Agreement

A. Work Permits

1. Unless exempt from work permit requirements pursuant to Title 5, section 10121 of the California Code of Regulations, the Work Training Partner will not permit Interns to commence Worksite Location until all requirements of Education Code section 49110 *et seq.* have been satisfied.
2. The Work Training Partner, 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 Location that are a part of its programs. Guidance for making this determination is visible at: <https://tinyurl.com/26pzshu5>.
3. To the extent that the Work Training Partner 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.

4. The District shall review materials received from the Work Training Partner 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.
5. The District shall issue work permits as appropriate.

B. Confidentiality and Data Privacy

With regards to student data shared, both the District and the Work Training Partner shall comply with all applicable privacy and confidentiality laws, including (but not limited to) the Family Educational Rights and Privacy Act ("FERPA"). Work Training Partner further agrees to ensure parental consent is obtained when applicable prior to commencing a Worksite Location in accordance with Title 34 section 99.30 of the Code of Federal Regulations. All confidentiality requirements will extend beyond the termination of this **Agreement**.

C. Compensation

The Work Training Partner agrees to participate in the Work Training Partner Program at no cost to the District. However, the District may at its sole discretion provide the Intern stipends for the Work Training Partner Program. For the avoidance of doubt, the dollar amount for the stipends shall be at the District's sole discretion.

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 up to one year in accordance with California Education Code 17596.
- B. The duration of the Work Training Partner Program shall be during the applicable summer as noted in the OUSD Work Training Commitment.
- C. Either Party may terminate this Agreement in writing with thirty (30) days' notice, with or without cause.
- D. Due to Unforeseen Emergency or Acts of God. If there is an unforeseen emergency or an Act of God during the term of this Agreement that would prohibit or limit, at the sole discretion of District, the ability of the Work Training Partner to perform the Work Training Partner Program, District may terminate this Agreement upon seven (7) days prior written notice to the Work Training Partner. Upon approval by District legal counsel, the District Superintendent or an District Chief or Deputy may issue the termination notice without approval by the District Governing Board, in which case this Agreement would terminate upon ratification of the termination by the District Governing Board or seven (7) days after the notice was provided, whichever is later.

III. Compliance with Federal, State, and Local Laws and Regulations

- A. The Work Training Partner shall comply with all applicable laws and regulations, including but not limited to the prohibition against unlawful discrimination against any Intern, employee, or other person participating in district programs and activities based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55 or Title IX, or based on his/her association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610); as well as compliance with Education Code 45125.1 and California Labor Code section 6401.7. The Work Training Partner shall ensure completion of fingerprinting and criminal background investigation and shall request and regularly review subsequent arrest records within six months prior to the Intern's start date with the Work Training Partner and annually thereafter. The Work Training Partner confirms that no employee, subcontractor, volunteer, or agent who directly works with and/or supervises the Interns has been convicted of a felony, as that term is defined in Education Code section 45122.1. Upon request, the Work Training Partner shall provide the results of the fingerprinting, investigations, and subsequent arrest notifications to the District. The Work Training Partner agrees to ensure that employees, subcontractors, volunteers, or agents who are in contact with the Interns to complete a negative tuberculosis test performed within six months prior to the Intern's start date with the Work Training Partner.
- B. Work Training Partner shall adhere to any health or safety orders or requirements issued at the time of the execution of this Agreement or in the future by District or other public entities. If the Work Training Program takes place on site, Work Training Partner shall comply with all COVID-related policies and procedures imposed by state and local government.

IV. Incident/Accident/Mandated Reporting

- A. Work Training Partner shall notify District, via email pursuant to Clause V(Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the Work Training Partner Program. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. Work Training Partner shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by District. Work Training Partner shall bear all costs of compliance with Clause IV.

- B. To the extent that a Work Training Partner individual is included on the list of mandated reporters found in Penal Code section 11165.7, Work Training Partner agrees to inform that Work Training Partner 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.

V. Legal Notices

Based on contact information set forth in Exhibit A, all legal notices provided for under this Agreement shall be sent: (i) via email, (ii) personally delivered during normal business hours, or (iii) 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.

VI. Indemnification

The Work Training Partner 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 the Work Training Partner's performance of this Agreement, except for those claims, demands, actions or damages resulting solely from the negligence of the District.

VII. Insurance

Both the District and the Work Training Partner shall maintain in full force and effect throughout the duration of this Agreement Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, sexual misconduct, harassment, bodily injury and property damage. Coverage for corporal punishment, sexual misconduct, and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The requirements of automobile coverage may be specifically waived as noted in Exhibit A.

VIII. Assignment

The obligations of the Work Training Partner under this Agreement shall not be assigned by the Work Training Partner without the express prior written consent of District and any assignment without the express prior written consent of District shall be null and void.

IX. No Rights in Third Parties.

This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

X. 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. The Work Training Partner acknowledges that this Agreement is made as a General Offer by the District and the Work Training Partner agrees to accept it as such and acknowledges that the Agreement is executed and becomes binding upon proper signature of the Work Training Partner.

REST OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have entered into this **Agreement** as of the day set forth below.

Work Training Partner

Name: _____ Signature: _____

Position: _____ Date: _____

District

Name: Sondra Aguilera Signature: Sondra Aguilera

Position: Chief Academic Officer Date: 5/1/2025

☐ Board President (for approvals)

☒ Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell Signature: _____

Position: Superintendent Date: _____

Template approved as to form by OUSD Legal Department.

Shalini Anadkat
Shalini Anadkat 3/31/2025

EXHIBIT A

1. **Insurance.** District has waived following automobile coverage insurance requirements. Written confirmation of a waiver (e.g., email from District Risk Management Officer) is attached hereto. Failure to attach such written confirmation voids any such waiver even if otherwise properly given.

☐ Automobile Insurance. Waiver typically available by District if transportation is not applicable as part of the Worksite Location.

2. Legal Notices

District

Site/Dept: Legal Department

Address: 1011 Union Street, Site 946

City, ST Zip: Oakland, CA 94607

Phone: 510-879-5060

Email: ousdlegal@ousd.org

Work Site Partner

Name/Dept:

Address:

City, ST Zip:

Phone:

Email: