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**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education  
**From** Antwan Wilson, Superintendent

**Board Meeting Date** 6-8-16  
*(To be completed by Procurement)*

**Subject** Memorandum of Understanding - Children’s Hospital and Research Center at Oakland and East Bay Innovations - 400/Adult and Career Education

**Action Requested** Approval of a Memorandum of Understanding between Oakland Unified School District, Children’s Hospital and Research Center at Oakland and East Bay Innovations. Services to be provided with Adult and Career Education Department to implement Project SEARCH for the period of July 1, 2016 through June 30, 2019.

**Background**  
*A one paragraph explanation of why the consultant’s services are needed.*  
The Project SEARCH Internship Training Program is a collaborative between Oakland Unified School District (“District”), Children’s Hospital and Research Center at Oakland (Children’s Hospital), and East Bay Innovations for the delivery of instructional and support services to adult students with disabilities. The goal of Project SEARCH is for each student intern to gain exposure to careers in the healthcare industries, build a resume, and/or attain competitive employment in the community using the skills they acquire at internship sites.

**Discussion**  
*One paragraph summary of the scope of work.*  
Approval by the Board of Education of a Memorandum of Understanding. The MOU continues an established relationship between the District, Children’s Hospital and East Bay Innovations Oakland, CA, for the latter to provide for the collaboration of all three interested parties to provide career exposure, skill assessment, training and on-going support to adults with disabilities in work settings; and in collaborating to replicate and build on the success of the Project SEARCH program at Children’s Hospital Medical Center in Cincinnati, Ohio.

For the period of July 1, 2016 through June 30, 2019. No cost to the District. Revenue is generated through reimbursements from the Department of Rehab and Private Industry Council.

**Recommendation** Approval of Memorandum of Understanding between Oakland Unified School District, Children’s Hospital and Research Center at Oakland and East Bay Innovations. Services to be provided with the Adult and Career Education Department to implement Project SEARCH for the period of July 1, 2016 through June 30, 2019.

**Fiscal Impact** No cost to the District. Revenue is generated through reimbursement from Department of Rehab and the Private Industry Council.

**Attachments**

- Memorandum of Understanding between Oakland Unified School District, Children’s Hospital and Research Center at Oakland and East Bay Innovations

**MEMORANDUM OF UNDERSTANDING BETWEEN THE OAKLAND UNIFIED SCHOOL  
DISTRICT/ADULT AND CAREER EDUCATION**

**AND**

**CHILDREN'S HOSPITAL & RESEARCH CENTER at OAKLAND (D/B/A UCSF BENIOFF  
CHILDREN'S HOSPITAL OAKLAND)**

**AND**

**EAST BAY INNOVIATIONS**

**(Project SEARCH)**

The Memorandum of Administrative Understanding ("MOU") is entered into by and between the Oakland Unified School District, a California public school district under its Adult and Career Education department ("OUSD/ACE"), and the Children's Hospital & Research Center at Oakland (d/b/a UCSF Benioff Children's Hospital Oakland), Oakland (Children's) and East Bay Innovations ("EBI"). OUSD/ACE, Children's and EBI may be referred to herein individually as a "Party" or collectively as the "Parties."

**RECITALS:**

**WHEREAS**, Children's owns and operates hospital buildings in the County of Alameda, State of California, located at 747 52<sup>nd</sup> Street, Oakland, California 94609; and

**WHEREAS**, Children's is committed to providing adults with disabilities the opportunity for career exploration and preparation via health internships; and

**WHEREAS** OUSD/ACE, as part of its Career Technical Education program, is committed to providing educational instruction in subject areas consistent with emerging and enduring labor market trends such as health services; and

**WHEREAS** OUSD/ACE is committed to maximizing learning potential with students with intellectual, physical, emotional and learning differences by implementing curriculum within the

context of work experiences, thereby maximizing the generalization of academic material to “real world” applications; and

**WHEREAS** EBI is committed to providing career exposure, skill assessment, training and on-going support to adults with disabilities in work settings; and

**WHEREAS** all parties are interested in collaborating to replicate and build on the success of the Project SEARCH program at Children’s Hospital Medical Center in Cincinnati, Ohio.

**NOW, THEREFORE, IT IS HEREBY AGREED** as follows:

**TERM**

1. The term of this MOU shall be for three (3) years. The commencement date shall be July 1, 2016, (“Commencement Date”) and unless sooner terminated under any provision hereof, this Agreement shall end on June 30, 2019 (“Term”). If the Parties intend to further renew this MOU after the Term, this can only be done by a separate writing executed by the Parties that is approved by each Party’s governing body prior to the end of the Term.

**Children’s SERVICES**

2. Children’s shall:

- a. Accept ten (10) students, with the option of increasing to twelve with mutual agreement, with disabilities annually to participate in the Project SEARCH Program.
- b. Identify a liaison to OUSD/ACE and EBI to assist in communication and coordination of department managers.
- c. Provide a suitable area at no charge (preferably a separate room) for small group instruction and training.
- d. Provide adequate storage space for supplies, equipment and teacher needs.
- e. Provide clinical training sites in order for a functional curriculum to be implemented through “hands on” instruction in the context of clinical training.
- f. Provide each student with hospital identification badges, lab coat and other

programmatic materials for training.

- g. Assist in coordinating interviews with department staff at identified training sites.
- h. For each Project SEARCH student assigned to a training site Children's, provides a written list of training competencies that ensures that said student may realize maximum training benefits.
- i. Provide written and/or oral feedback to OUSD/ACE teacher regarding student performance in all training activities.
- j. Consult the OUSD/ACE adult education teacher supporting Project SEARCH students regarding problems that may arise pertaining to student's training performance.
- k. Terminate the training of any student when it determines that the student is no longer eligible, appropriate or performing up to the standards as determined herein.
- l. Shall not utilize the services of any student pursuant to this agreement to displace or replace any Children's employee, to impair contracts or services or to fill any vacant position.
- m. Direct any concerns regarding OUSD/ACE adult education teacher and/or EBI job coach to the OUSD/ACE Director.

#### OUSD/ACE SERVICES

3. OUSD/ACE shall:

- a. Provide the services of instructors for the agreed upon scheduled hours to meet the educational and training needs of the students.
- b. Be responsible for providing appropriate instruction in accordance with the standards set by the California Department of Education, the Oakland Unified School District, and Children's Hospital.
- c. Implement a functional curriculum which is specifically designed to meet the competencies generated by Children's department heads for targeted training sites. Instruction will take place both in small groups and in individual training stations throughout Children's.

- d. Document student attendance and outcomes for the California Department of Education for the operation of the class.
- e. Select, place, supervise and evaluate adult education teachers assigned to Project SEARCH at Children's through the OUSD/ACE Program Director.
- f. Provide the appropriate rate of pay to the adult education teacher assigned to the Project SEARCH program at Children's as bargained for by their "employee representatives".
- g. Govern matters of discipline, grievances, and other terms of employment for the adult education teacher assigned to Project SEARCH at Children's in accordance with Oakland Unified School District personnel policies.
- h. Provide substitute personnel in accordance with OUSD/ACE standard procedures in the event substitute teachers are required to temporarily fill any particular instructional vacancy.
- i. Support the student eligibility process to participate in the Project SEARCH program and work with EBI and Children's.
- j. Work in collaboration with EBI to provide education, outreach, marketing and recruitment to ensure that all eligible students receive equal access to the opportunity to participate in the Project SEARCH program.
- k. Work in collaboration with EBI and Children's to analyze potential training sites and training tasks throughout departments and analyze potential adaptations that may be used for students with disabilities to ensure accuracy and maximum productivity of training tasks.
- l. In coordination with EBI, ensure that all students are kept informed of current program expectations, activities and standards and ensure that students successfully meet those expectations and standards.

- m. Instruct Project SEARCH students as to the Children's rules and regulations to be adhered to while performing training activities.
- n. Make suggestions regarding training site safety to ensure that requirements are met and that the health, safety and welfare of students are maximized.
- o. Advise Project SEARCH students regarding appropriate professional apparel.
- p. In coordination with EBI and Children's departments, maintain accurate records of student performance.
- q. Award certificates of competency to students who have successfully completed the program.
- r. Provide instruction at the agreed upon schedule. Any change must be negotiated between the OUSD/ACE Program Director and Children's.
- s. Operate classes by mutual agreement. Classes shall be maintained so long as they remain productive, students manifest interest in them, and attendance of each session totals a minimum of ten persons or more. The absence of any of the aforementioned requirements is sufficient grounds to terminate this Agreement.

#### **EBI SERVICES**

- 4. EBI shall:
  - a. With support from OUSD/ACE ensure that each student or their conservator has consented in writing to participation in the Project SEARCH program and the release of the student record information necessary to support the Project SEARCH program including appropriate waivers under FERPA and California law.
  - b. With support from OUSD/ACE ensure that all Project SEARCH students meet applicable health screenings and immunizations as required by Children's.

- c. Provide the services of a job coach to act as an instructional assistant to the OUSD/ACE teacher for the agreed upon scheduled hours to meet the educational and training needs of the students.
- d. Be responsible for providing appropriate instructional assistance in accordance with the standards set by the California Department of Education, the Oakland Unified School District, Children's and the Department of Developmental Services.
- e. Assist in implementing a functional curriculum which is specifically designed to meet the competencies generated by Children's department heads for targeted training sites.
- f. Select, place, and evaluate a job coach instructional assistant assigned to Project SEARCH at Children's through the EBI Program Administrator.
- g. Provide the appropriate rate of pay to the job coach instructional assistant assigned to the Project SEARCH program at Children's as bargained for by their "employee representatives".
- h. Govern matters of discipline, grievances, and other terms of employment for the job coach instructional assistant assigned to Project SEARCH at Children's in accordance with EBI personnel policies.
- i. Provide substitute personnel in accordance with EBI standard procedures in the event they are required to temporarily fill any particular vacancy.
- j. Work with OUSD/ACE and Children's to determine which students are qualified and accepted into the Project SEARCH program.
- k. Work in collaboration with OUSD/ACE and to analyze potential training sites and training tasks throughout departments and analyze potential adaptations that may be used for students with disabilities to ensure accuracy and maximum productivity of training tasks.

- l. In coordination with OUSD/ACE, assist in ensuring that all students are kept informed of current program expectations, activities and standards and ensure that students successfully meet those expectations and standards.
- m. Assist in instructing Project SEARCH students as to the Children's rules and regulations to be adhered to while performing training activities.
- n. Make suggestions regarding training site safety to ensure that requirements are met and that the health, safety and welfare of students are maximized.
- o. Advise Project SEARCH students regarding appropriate professional apparel.
- p. In coordination with OUSD/ACE and Children's departments, maintain accurate records of student performance.
- q. Provide self-insurance coverage and provide copy of its certificate of Self Insurance for Liability and Worker's Compensation Liability.
- r. Assume sole responsibility for training students to utilize transportation options to and from Children's training sites.
- s. Ensure that each student or their conservator has consented in writing to participation in the Project SEARCH transportation training program.

#### **TERMINATION**

- 5. Termination may be mutual or by either party upon fifteen (15) days written notice to the other Party(ies) stating the grounds for such termination.
- 6. Any party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other parties



## INDEMNITY

7. Children's shall hold harmless, indemnify, and defend OUSD and, its officers, agents, affiliates, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this MOU, but only in proportion to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Children's, its officers, employees or agents. Children's also agrees to hold harmless, indemnify, and defend OUSD and EBI and its officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Children's in connection with the performance of the Agreement, but only in proportion to the extent such liability, loss, expense attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Children's, it officers, employees, or agents. This provision survives termination of this Agreement.
  
8. District shall defend, indemnify and hold harmless Children's and EBI, its officers, agents, affiliates, and employees from any and all liabilities, loss expense or claims from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement but only in proportion to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Oakland Unified School District, its officers, employees, instructors or agents or students.
  
9. EBI shall defend, indemnify and hold harmless Children's and OUSD, its officers, agents, affiliates, and employees from any and all liabilities, loss expense or claims from injury, damage, or death of any person, firm, or corporation in connection with

the performance of this Agreement but only in proportion to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of EBI, its officers, employees, instructors or agents.

### INSURANCE

10. Children's Hospital & Research Center at Oakland (d/b/a UCSF Benioff Children's Hospital Oakland) shall maintain appropriate insurance as follows:
  - a. If Children's employs any person to perform work in connection with this agreement, Children's shall procure and maintain at all times during performance of such work, Worker's Compensation Insurance in conformance to the laws that the State of California and Federal laws when applicable. Employer's liability insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.
  - b. Children's shall maintain general liability insurance of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to Children's Hospital & Research Center at Oakland (d/b/a UCSF Benioff Children's Hospital Oakland) and shall name OUSD/ACE as an additional insured for legal liability arising out of the acts, errors, or omissions of Children's Hospital & Research Center at Oakland (d/b/a UCSF Benioff Children's Hospital Oakland) in performance of this Agreement.
  - c. Evidence of insurance shall be provided to the District prior to provision of the Services identified in this MOU. Inclusion of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against Children's. The policy shall protect Children's and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount

or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

11. District shall provide self-insurance coverage and provide copy of its certificate of Self-Insurance for Liability and Worker's Compensation Liability.

12. EBI shall maintain appropriate insurance as follows:

a. If EBI employs any person to perform work in connection with this Agreement, EBI shall procure and maintain at all times during performance of such work, Worker's Compensation Insurance in conformance to the laws that the State of California and Federal laws when applicable. Employer's liability insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.

b. EBI shall maintain general liability insurance of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to EBI and shall name both OUSD and as an additional insured. Evidence of insurance is attached. Inclusion of OUSD and Children's as an additional insured shall not affect the rights of either OUSD or Children's to any claim, demand, suit or judgment made, brought or recovered against EBI. The policy shall protect Children's, OUSD and EBI in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

#### **GENERAL PROVISIONS**

13. Each party to this MOU agrees to meet all Federal, State, County and City laws and regulations and the standards established by The Joint Commission on Accreditation

of Healthcare Organizations for the services so far as applicable to that Party's obligations under this MOU.

14. This MOU is by and among three (3) independent contractors and is not intended to and shall not be construed to create the relationship between the Parties of agent, servant, employee, partnership, joint venture, or association. Children's retains professional and administrative responsibility for services rendered in accordance with Title 22 §70713 and 42 C.F.R. 482.12(e).
15. This MOU represents the entire agreement of the Parties with respect to the subject matter of this MOU. This MOU may be amended only by a writing signed by all Parties.
16. This MOU is entered into under, and subject to the laws of, the State of California. Venue for resolution of any dispute arising under this MOU shall be in Oakland, CA.
17. Any notices required to be given under this MOU shall be in writing and shall be deemed effective when (a) personally delivered, (b) mailed by certified or registered mail, return receipt requested, or (c) deposited with a comparably reliable postal delivery service (such as Federal Express), addressed as follows:

**Oakland Unified School District**

1000 Broadway, Suite 398  
Oakland, CA 94607  
Attention: Superintendent  
Antwan Wilson  
Telephone: 434-7777

**East Bay Innovations**

303 West Joaquin Avenue, Suite 110  
San Leandro, CA 94577  
Attention: Tom Heinz  
Executive Director  
East Bay Innovations  
Telephone: 618-1580 ext. 11

**Children's Hospital & Research Center at Oakland**

d/b/a UCSF Benioff Children's Hospital Oakland  
747 52<sup>nd</sup> Street  
Oakland, CA 94609  
Attention: Director of Contracting  
Ann Kriozere  
Telephone: 510-428-3000

**With a copy to:**

UCSF Office of Legal Affairs  
745 Parnassus Ave, 2<sup>nd</sup> Floor  
Box 0986  
San Francisco, CA 94143  
Attention: Chief Campus Council  
Greta Schnetzler

IN WITNESS THEREOF, the Parties hereto have executed this MOU as of the day and year appearing below written.

**CHILDREN'S HOSPITAL & RESEARCH CENTER at OAKLAND (D/B/A UCSF BENIOFF CHILDREN'S HOSPITAL OAKLAND)**

Bertram Lubin

Bertram H. Lubin, MD, President & CEO

4/27/16

Date

**EAST BAY INNOVATIONS**

By: [Signature] 5/11/16

**OAKLAND UNIFIED SCHOOL DISTRICT**

[Signature]

James Harrison, President, Board of Education

6-8-16

Date

[Signature]

Antwan Wilson, Superintendent

6-8-16

Date

**APPROVED AS TO FORM:**

[Signature]

Jacqueline Minor, General Counsel

5/16/16

Date

Memorandum of Understanding – OUSD/ACE, Children's Hospital & Research Center at Oakland (d/b/a UCSF Benioff Children's Hospital Oakland), and EBI

File ID Number: 16-1145  
Introduction Date: 6-8-16  
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## MEMORANDUM OF UNDERSTANDING ROUTING FORM 2015-2016

### Basic Directions

**Services cannot be provided until the MOU is fully approved and a Purchase Order has been issued.**

1. Contractor and OUSD Administrator reach agreement about scope of work and compensation.
2. Contractor and OUSD Administrator agreed upon terms are reflected in the Memorandum of Understanding.
3. OUSD Administrator verifies contractor does not appear on the Excluded Parties List.
4. OUSD contract originator creates the requisition on IFAS.
5. Within 2 weeks of creating the requisition, the OUSD Administrator submits completed MOU packet to Legal for approval.

### Agency Information

Agency Name	Children's Hospital and Research Center at Oakland	Agency's Contact Person	Phyllis Weiss
Street Address	747 - 52nd Street	Title	VP, Human Resources
City	Oakland	Telephone	(510) 428-3773
State	CA	Zip Code	94609
Email	pweiss@mail.cho.org		
OUUSD Vendor Number			
Attachments	<input type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Program Planning Tool and Budget <input type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. ( <a href="http://www.sam.gov/portal/public/Sam/">www.sam.gov/portal/public/Sam/</a> )		

### Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date	7/1/16	Date work will end	06/30/19	Total Contract Amount	0
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### Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
	No Fiscal Impact		5825	\$	
			5825	\$	
			5825	\$	
			5825	\$	

### OUUSD Contract Originator Information

Name of OUSD Contact	Sue Pon	Email	sue.pon@ousd.org @ousd.k12.ca.us	
Telephone	(510) 273-2367	Fax	(510) 874-3769	
Site/Dept. Name	400/Adult and Career Education	Enrollment Grades	Adults	through

### Approval and Routing (in order of approval steps)

Services cannot be provided before the MOU is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov>)

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator	<i>Sue R</i>		05.13.16
2. Oakland After School Programs Office			
3. Network Officer or Deputy Chief	<i>B/Me</i>		
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)			
5. Board of Education or Superintendent			
Procurement	Date Received		