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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
 From Tony Smith, Ph.D., Superintendent
 Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
 Vernon Hal, Deputy Superintendent, Business & Operations
 By: Christian Nelson, Director - Adult and Career Education

Board Meeting Date
 (To be completed by Procurement) June 27, 2012

Subject Memorandum of Administrative Understanding ("MOAU") with La Clinica de la Raza ("La Clinica") and East Bay Innovations ("EBI") and Oakland Unified School District/Oakland Adult and Career Education ("OUSD/ACE"), for the term July 1, 2012 through December 31, 2012.

Action Requested Approval of Memorandum of Administrative Understanding ("MOAU") between Oakland Unified School District/Adult and Career Education ("OUSD/ACE"), and La Clinica de la Raza Oakland, ("La Clinica") and East Bay Innovations, ("EBI") for education and instructional services through OUSD/ACE Project Search Internship Training Program.

Background
A one paragraph explanation of why the consultant's services are needed. The Project SEARCH Internship Training Program is a partnership between OUSD/ACE, community-based partners La Clinica, and EBI for the delivery of instructional and support services to adult students with disabilities. The program features total workplace immersion that facilitates a seamless combination of classroom instruction, career exploration and on-the-job training. The goal for each student intern is to gain exposure to careers in the healthcare industries, to build a resume and/or to attain competitive employment in the community using the skills they have acquired at internship sites.

Discussion
One paragraph summary of the scope of work. OUSD/ACE provides courses to many community-based organizations throughout the city of Oakland. These courses are taught by adult education teachers on a year-round basis and provide adult learners with skills and knowledge in many subject areas. The MOAU describes what Oakland Adult & Career Education provides as a partner in offering these classes and the role and responsibilities of the community-based organizations.

Recommendation Approval by the Board of the Memorandum of Administrative Understanding between OUSD/Oakland Adult & Career Education, La Clinica, and EBI pursuant to the terms and conditions thereof and to submit amendments thereto, for the duration of the MOAU, if any.

Fiscal Impact No cost to OUSD - revenue is generated under program through reimbursements from Department of Rehab and Private Industry Council.



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Attachments

Memorandum of Administrative Understanding OUSD/ACE, La Clinica, and EBI.

**Memorandum of Administrative Understanding:
East Bay Innovations / La Clinica**

The following Memorandum of Administrative Understanding: Project SEARCH (“Agreement”), which has an effective date of July 1, 2012 – December 31, 2012, 2012, is between the following parties: Oakland Unified School District (“OUSDACE”); La Clinica de la Raza, 1450 Fruitvale Avenue, 2nd Floor, Oakland, CA 94601 (“La Clinica”); and East Bay Innovations, 303 West Joaquin Avenue, Suite 110, San Leandro, CA, 94577 (“EBI”).

Witnesseth:

Whereas, La Clinica owns and operates a health care facility in the County of Alameda, State of California, located at 1450 Fruitvale Avenue, 2nd Floor, Oakland, California; and

Whereas, La Clinica is committed to providing adults with disabilities the opportunity for health career exploration and preparation via internships; and

Whereas OUSDACE, 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 care; and

Whereas OUSDACE 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

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

- 1) La Clinica shall:
 - a) Accept 4 students with disabilities during the MOU period to participate in the La Clinica Externship Program.
 - b) Identify a liaison to OUSDACE and EBI to assist in communication and coordination of department managers.
 - c) Provide clinical training sites in order for a functional curriculum to be implemented through “hands on” instruction in the context of clinical training.
 - d) Assist in coordinating interviews with department staff at identified training sites.

- e) Provide written and/or oral feedback to OUSDACE teacher regarding student performance in all training activities.
- f) Consult the OUSDACE adult education teacher supporting students regarding problems that may arise pertaining to student's training performance.
- g) 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.
- h) Shall not utilize the services of any student pursuant to this agreement to displace or replace any La Clinica employee, to impair contracts or services or to fill any vacant position.
- i) Direct any concerns regarding OUSDACE adult education teacher to the OUSDACE Program Administrator.
- j) Agree to hold harmless, indemnify, and defend OUSD and its officers, agents, 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 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 La Clinica, its officers, employees, or agents. La Clinica 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 La Clinica 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 La Clinica, its officers, employees, or agents. This provision survives termination of this Agreement.
- k) Maintain appropriate insurance as follows:
 - 1) If La Clinica employs any person to perform work in connection with this agreement, La Clinica 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.
 - 2) La Clinica 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 La Clinica and shall name OUSD/ACE as an additional insured for legal liability arising out of the acts, errors, or omissions of La Clinica in performance of this Agreement. Evidence of insurance is attached. 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 La Clinica. The policy shall protect La Clinica 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.

2) 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 La Clinica.
- c) Implement a functional curriculum which is specifically designed to meet the competencies generated by La Clinica department heads for targeted training sites. Instruction will take place both in small groups and in individual training stations throughout La Clinica.
- d) Collect apportionment from the California Department of Education for the operation of the class.
- e) Select, place, supervise and evaluate adult education teachers assigned to La Clinica through the OUSDACE Program Administrator.
- f) Provide the appropriate rate of pay to the adult education teacher assigned to the program at La Clinica 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 La Clinica in accordance with Oakland Unified School District personnel policies.
- h) Provide substitute personnel in accordance with OUSDACE standard procedures in the event substitute teachers are required to temporarily fill any particular instructional vacancy.
- i) Determine students who are eligible to participate in the Project Search program and work with EBI and La Clinica to determine which students are qualified and accepted into the program.
- 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 program.
- k) Work in collaboration with EBI and La Clinica 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 students as to the La Clinica 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 students regarding appropriate professional apparel.
- p) In coordination with EBI and La Clinica 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 OUSDACE Program Administrator and La Clinica.
- 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. Termination may be mutual or by either party upon fifteen days written notice to the other parties stating the grounds for such termination.
- t) Provide self-insurance coverage and provide copy of its certificate of Self Insurance for Liability and Worker's Compensation Liability.
- u) Defend, indemnify and hold harmless La Clinica and EBI, its officers, agents, 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.

3) EBI shall:

- a) With support from OUSDACE ensure that each student or their conservator has consented in writing to participation in the program and the release of the student record information necessary to support the program including appropriate waivers under FERPA and California law.
- b) With support from OUSDACE ensure that all students meet applicable health screenings and immunizations as required by La Clinica.
- c) Provide the services of a job coach to act as an instructional assistant to the OUSDACE 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, La Clinica and the Department of Developmental Services.

- e) Assist in implementing a functional curriculum which is specifically designed to meet the competencies generated by La Clinica department heads for targeted training sites.
- f) Select, place, and evaluate a job coach instructional assistant assigned to at La Clinica through the EBI Program Administrator.
- g) Provide the appropriate rate of pay to the job coach instructional assistant assigned to the program at La Clinica 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 at La Clinica in accordance with EBI personnel policies.
- i) Provide substitute personnel in accordance with EBI standard procedures in the event substitute teachers are required to temporarily fill any particular instructional vacancy.
- j) Work with OUSDACE and La Clinica to determine which students are qualified and accepted into the program.
- k) Work in collaboration with OUSDACE and La Clinica 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 OUSDACE, 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 students as to the La Clinica 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 students regarding appropriate professional apparel.
- p) In coordination with OUSDACE and La Clinica 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) Defend, indemnify and hold harmless La Clinica and OUSD, its officers, agents, 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.

- s) Assume sole responsibility for training students to utilize transportation options to and from La Clinica training sites.
 - t) Ensure that each student or their conservator has consented in writing to participation in the transportation training program.
 - u) Defend, indemnify and hold harmless La Clinica and OUSD, its officers, employees, instructors or agents or students 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, agents or employees. This provision survives termination of this Agreement.
 - v) Maintain appropriate insurance as follows:
 - 1) 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.
 - 2) 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 La Clinica as an additional insured. Evidence of insurance is attached. Inclusion of OUSD and La Clinica as an additional insured shall not affect the rights of either OUSD or La Clinica to any claim, demand, suit or judgment made, brought or recovered against EBI. The policy shall protect La Clinica, 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.
- 4) Any party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other parties.
- 5) Each party to this Agreement 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 Agreement.
- 6) This Agreement is by and among three 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. La Clinica retains professional and administrative responsibility for services rendered in accordance with Title 22 §70713 and 42 C.F.R. 482.12(e).

- 7) This Agreement represents the entire agreement of the parties with respect to the subject matter of this Agreement. This Agreement may be amended only by a writing signed by all parties.
- 8) This Agreement is entered into under, and subject to the laws of, the State of California. Venue for resolution of any dispute arising under this Agreement shall be in Oakland, CA.
- 9) Any notices required to be given under this Agreement 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
1025 Second Avenue, Oakland, CA 94606

Attention: Anthony Smith, Ph.D.
Superintendent
Oakland Unified School District

La Clinica de la Raza
1450 Fruitvale Avenue, 2nd Floor
Oakland, CA 94601

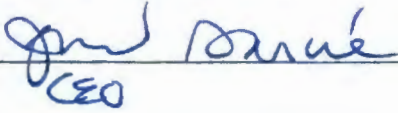
Attention:

East Bay Innovations
303 West Joaquin Avenue, Suite 110
San Leandro, CA 94577

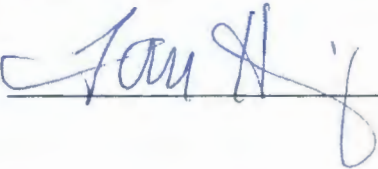
Attention: Tom Heinz
Executive Director
East Bay Innovations

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

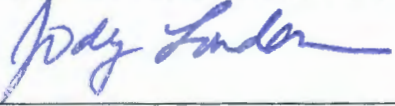
LA CLINICA DE LA RAZA


By:  6/13/2012
CEO

EAST BAY INNOVATIONS


By:  6/13/12

OAKLAND UNIFIED SCHOOL DISTRICT

By: 
Jody London, President of the Board of Education

By: 
Edgar Rakestraw, Jr., District Secretary

Approved as to form:

By:  6.13.12
Jacqueline Minor, General Counsel
CATE BOKOFF, FACILITIES COORD

File ID Number: 12-1748
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