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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action *M. Santos*
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
(To be completed by
Procurement)

3/27/13

Subject Memorandum of Understanding - Center for Wellness and Achievement in Education (contractor) - 304/Oakland High School (site/department)

Action Requested Approval of Memorandum of Understanding between Oakland Unified School District and Center for Wellness and Achievement in Education. Services to be primarily provided to Oakland High School for the period of March 4, 2013 through June 30, 2013.

Background
A one paragraph explanation of why the consultant's services are needed.

Center for Wellness and Achievement in Education will be providing services primarily for the Oakland High School, Public Health Academy. The Quiet Time Program includes the practice of the Transcendental Meditation technique, which is learned on a voluntary basis.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Understanding between the District and Center for Wellness and Achievement in Education, Oakland, CA, for the latter to provide an introductory training for supervising administrators, and staff to the Quiet Time Program to learn Transcendental Meditation, presentation to interested parents and students, provide supervision and a training program for administrators and teachers who supervise the students, present meditation training for students, follow-up meetings with students and teachers, and provide supervision and on-going guidance for the period of March 4, 2013 through June 30, 2013, at no cost to District.

Recommendation Approval of Memorandum of Understanding between Oakland Unified School District and Center for Wellness and Achievement in Education. Services to be primarily provided to Oakland High School for the period of March 4, 2013 through June 30, 2013.

Fiscal Impact Funding resource name (please spell out): No Fiscal Impact

Attachments

- Memorandum of Understanding
- Site Agreement

**MEMORANDUM OF UNDERSTANDING FOR
SERVICE PROVIDER OFFERING SERVICES TO
OAKLAND UNIFIED SCHOOL DISTRICT**

This Memorandum of Understanding (MOU) describes and confirms the expectations and responsibilities of Center for Wellness and Achievement in Education ("Service Provider") related to Service Provider's provision of services to Oakland Unified School District (OUSD) students as described in the Summary of Program attached to this document.

The term of this MOU will be for one year from the date of signature, unless terminated earlier pursuant to the conditions outlined in Section XVIII.

I. SERVICES PROVIDED TO THE SCHOOL(S)

- A. **Site Agreements.** The specific responsibilities and expectations of the Service Provider with respect to the nature of services provided to the school(s) and the logistics of providing these services shall be outlined in a separate Site Agreement with each OUSD school where services are provided. The principal at the relevant site shall sign the Site Agreement and forward a copy of the Site Agreement to their Associate Superintendent and the Contracts office. The Service Provider shall forward a copy of each Site Agreement to the Agency to be attached and incorporated into this MOU. The signed Site Agreement is hereby incorporated by reference into this Memorandum of Understanding.

II. INSURANCE

- A. Without in any way limiting the Service Provider's liability pursuant to the "Indemnification" section of this Agreement, the Service Provider shall procure and maintain during the full term of this Agreement the following insurance amounts and coverage:
1. Commercial General Liability Insurance with limits not less than \$1,000,000 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage (Occurrence Form CG001)
 2. Commercial Automobile Liability Insurance with limits not less than \$1,000,000 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable (Insurance Services Office Form CA 0001, Code 1).
 3. Workers' Compensation Insurance, with Employer's Liability limits not less than \$1,000,000 (one million dollars) each accident.
- B. Commercial General Liability and Business Automobile Liability policies must provide the following:

1. Name as Additional Insured the Oakland Unified School District, its Board, officers and employees.
 2. That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against whom claim is made or suit is brought.
- C. If any policies are written on a claims-made form, Service Provider agrees to maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, such that should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered.
- D. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs are included in such general annual aggregate limit, such annual aggregate limit shall be double the occurrence or claims limits specified above.
- E. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the District receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the District may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- F. Before commencing any operations under this Agreement, Service Provider must provide the District with the certificates of insurance, and **additional insured policy endorsements in form (CG 20 10 11 85 or its equivalent)** and with insurers satisfactory to the District, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon the District's request.
- G. Approval of the insurance by the District shall not relieve or decrease the liability of Service Provider hereunder.

III. INDEMNIFICATION

Service Provider shall indemnify and hold harmless the District, its Board, officers, employees and agents from, and if requested, shall defend them against all liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and costs of investigation) (collectively "Losses") arising from, in connection with or caused by: (a) personal injury or property damage caused, directly or indirectly, by any act or omission of Service Provider; or (b) any infringement of patent, copyright, trademark, trade secret or other proprietary right caused by Service Provider. Notwithstanding the foregoing, Service Provider shall have no obligation under this Section with respect to any Loss that is caused solely by the active negligence or willful misconduct of District and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Service Provider, its subcontractors or either's agent or employee.

IV. CRIMINAL BACKGROUND CHECKS

A. More than Limited Contact

Service Provider has the responsibility to make a reasonable determination of whether an employee/agent/volunteer will have more than limited contact with pupils, and therefore requires a criminal background check.

To determine whether an employee/agent/volunteer will have "more than limited contact," the Service Provider shall consider the totality of the circumstances, including factors such as the length of time the person will be on school grounds, whether the person will be in proximity with pupils, and whether the person will be working alone or will be consistently supervised by a person who has passed a criminal background check. For example, a person has "more than limited contact" if s/he will have contact with students on a regular basis or will have an opportunity to be alone with one or more students without supervision.

B. Criminal Background Checks

Service Provider agrees to complete criminal background checks for employees, agents or volunteers to determine whether there has been an arrest or conviction for a serious or violent felony as described in Education Code ("EC") Section 45125.1 (citing 45122.1), a sexual offense as defined by EC 44010, or a controlled substance offense as described in EC 44011. **Service Provider will complete such testing for all employees, agents and/or volunteers who will have more than limited contact with students.**

Service Provider agrees to either use DOJ LiveScan or to submit fingerprint cards to the Department of Justice and FBI in order to obtain the required criminal background check. Service Provider shall assume all expenses associated with these background checks.

Service Provider will ensure that its employees, agents or volunteers shall not have any access to students prior to confirmation that such employees, agents or volunteers have passed the criminal background check.

C. Verification Form

The Service Provider shall certify in writing that none of the persons required to complete a criminal background check have been convicted of a felony as defined in Sections 45122.1, 44010, or 44011 of the Education Code. Service Provider shall maintain a verification form that confirms the initial criminal background check has been completed and passed; and to confirm subsequent arrest notifications and/or annual background check review. This form must be maintained and updated by the Service Provider, and be available to the District or Agency upon request or audit.

V. TUBERCULOSIS TESTING

A. TB Testing

Service Provider will require all employees, agents or volunteers who will have any contact with students to complete tuberculosis testing as described in EC 49406. The examination shall consist of an approved intradermal tuberculin test, which, if positive, shall be followed by an x-ray of the lungs. Thereafter, persons who are skin test negative shall be required to undergo the foregoing examination at least once every four years.

Service Provider or the employee, agent or volunteer shall be responsible for the costs of the examination.

Service Provider has the responsibility to make a reasonable determination of whether an employee/agent/volunteer will have any contact with students, and therefore requires a TB test.

Service Provider will ensure that its employee, agent or volunteers shall not have any contact with students prior to confirmation that s/he has passed the TB test.

B. Certificates By Examining Physicians

The Service Provider shall maintain on file the certificates from the examining physicians and surgeons showing that each required employee/agent/volunteer was examined and found free from active tuberculosis. These forms must be maintained and updated by the Service Provider, and be available to the District or Agency upon request or audit.

VI. INDEPENDENT CONTRACTOR.

- A. The purpose of this Agreement is to allow for the offering of the Quiet Time Program. The Quiet Time Program includes as one of its options, practice of the Transcendental Meditation technique, which is learned **on a voluntary basis**. The governance and operations of the School are completely separate and independent from those of the Service Provider, and of the Service Provider teaching the Transcendental Meditation program in the country where the School is located (unless there is a legal relationship established outside of this Agreement). Service Provider or any agent or employee of Service Provider shall be deemed at all times to be an independent Provider and not an employee of the District. Service Provider shall be wholly responsible for the manner in which it performs the services required of it under this Agreement. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the District and Service Provider. If any governmental authority should, nevertheless, determine that Service Provider is an employee, then the District's payment obligations hereunder shall be reduced so that the aggregate amount of payments directly to Provider and to the applicable governmental authority does not exceed the maximum amount specified in the Agreement under Section C. "Compensation". Service Provider shall refund any

amounts necessary to effect such reduction. Service Provider shall also complete and file with the District the attached W-9 form.

The School agrees that it will make this independent status clear to parents, teachers, governmental Service Providers, and the general public, and that it will never imply that the Service Provider or any other Service Provider is responsible for the School's conduct, liabilities, debts, or other responsibilities.

VII. SERVICE PROVIDER TRADEMARK

The Transcendental Meditation technique used in the Quiet Time program is unique and proprietary, and licensed, by sub-contract, to the Service Provider and its teachers. In order to ensure the program's effectiveness, the School agrees to use the Transcendental Meditation program, guidelines, and materials only as directed by the Service Provider and to follow all policies and procedures given to the School for its use.

- A. Use of terms.** The Service Provider authorizes the School to use the registered service mark "Transcendental Meditation" in its publicity and letters only after this Agreement has been signed by both parties, and the proposed publicity or letters have been approved by the Service Provider.

This trademark is only to be used as a capitalized adjective, followed by a lower case noun, i.e., "the Transcendental Meditation program."

The School agrees to use the name "Transcendental Meditation" and associated materials in accordance with the provisions of this Agreement, in accordance with any additional guidelines provided by the Service Provider and in accordance with the conditions for the use of service marks described in the next paragraph.

- B. Use of Service Marks and Trademarks^{® SM}.** Transcendental Meditation and TM, that may be used in the Quiet Time program guidelines, and materials, and followed by the symbol [®] or the symbol SM are registered or common law trademarks licensed to Stress Free Schools and used under sub-license or with permission. The exclusive ownership of these service marks is reserved by Stress Free Schools, and the School agrees to use them only in offering the Transcendental Meditation program in accordance with the procedures described in this Agreement and other guidelines provided by the Service Provider.

VIII. USE OF SERVICE PROVIDER MATERIALS

- A.** The School agrees that the Transcendental Meditation program, guidelines, and materials provided by the Service Provider under this Agreement are the property of the Service Provider, and that the School will use these materials solely for the purposes described in this Agreement. The School agrees that all copies or reproductions of the materials made for use by the School shall preserve the copyright notices that have been placed on the originals, and that no copies shall be made without the prior written permission of the

Service Provider except for use by the School and its teachers and administrators participating in the program.

- B. The School agrees that its teachers will return all Transcendental Meditation program guidelines and materials to the School at such time as the Quiet Time program at the school may end; and that the teachers will not make copies of any of the Quiet Time materials for personal or professional use outside of the School, or use any of the Quiet Time guidelines or materials outside of the approved School mentioned in this document. The Quiet Time education materials should be kept in a secure location only on the School premises.

IX. PROPRIETARY INFORMATION OF DISTRICT/SCHOOL

Service Provider understands and agrees that, in connection with this Agreement, the Service Provider may have access to private or confidential information which may be owned or controlled by the District and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the District, its employees or students. Service Provider also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Service Provider to civil liability. Consequently, Service Provider agrees that all information disclosed by the District to the Service Provider shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is otherwise required by law or court order. Service Provider shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

X. TEACHER'S AGREEMENTS

The School agrees that the Principal will make copies of the Teacher's Agreements below. The School Program Agreement is to be completed by all faculty and staff *who elect to* learn the Transcendental Meditation technique as part of this school program. The original signed copy is kept on file by the Center for Wellness and Achievement in Education. (Please refer to the "Agreements" below.)

XI. SUBCONTRACTING

Provider is prohibited from subcontracting this Agreement or any services provided pursuant to this Agreement without the consent of the District. The District may not assign or transfer this Agreement to another educational organization.

XII. DISPUTES

Disputes between the District and Service Provider concerning the meaning, requirements or performance of this Contract shall be submitted to the Chief Academic Officer of the Oakland Unified School district. The determination of the Chief Academic Officer shall be made in writing and shall be binding on both parties. The Chief Academic Officer or her designee may attempt to negotiate, in good faith; a mutually acceptable resolution of such dispute with the Provider's authorized representative.

XIII. MODIFICATIONS.

This Agreement, together with the Site Agreement and any other Addenda, is the complete agreement between the parties, and supersedes any prior oral or written agreements or understandings between the parties. This Agreement can only be modified in writing, signed by both parties.

XIV. INSTRUCTION AND IMPLEMENTATION FEE

The cost to implement the Quiet Time program is determined on a school-by-school basis depending on factors such as size and characteristics of the student body. These costs shall be covered by grants and donations given to the Service Provider, and also, potentially in part, by the Oakland Unified School District, if funds become available.

XV. NON DISCRIMINATION

Provider agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, marital status, sexual orientation, gender, AIDS/ARC/HIV status, or disability, in its performance under this Agreement.

XVI. COMPLIANCE WITH LAWS

Provider shall keep itself fully informed of the applicable state and federal law affecting the performance of this Agreement, and shall at all times comply with such laws as they may be amended from time to time.

XVII. TERMINATION

This Agreement may be terminated upon the mutual agreement of the parties, or by either party, upon 30 days prior written notice to the other party, that in the sole judgment of the terminating party, the other party has failed to comply with the provisions of this Agreement, including any addenda, or to uphold the standards of the Quiet Time program. This MOU may be terminated immediately by any party if there is a failure to comply with the terms and conditions outlined in this MOU, or a failure to comply with the Site Agreements entered into with school sites.

Immediately upon termination of the Agreement, the School agrees to cease using the names, materials, trademarks, and service marks described in Article 1 of this Addendum, to return to the Service Provider all materials the School has received or duplicated under this Agreement, and to take all other steps necessary to make clear that the School is not continuing to offer the Transcendental Meditation program.

XVIII. NOTICE TO ALL PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and registered, as follows:

TO THE DISTRICT:

TO THE SERVICE PROVIDER: **Center for Wellness and Achievement in Education**
Laurent Valosek
401 Van Ness Ave., #319
San Francisco, CA 94102
Phone/fax: 415-829-3552; cell: 415-599-5193

XIX. PARTY SIGNATURES TO SUPPLEMENTAL MOU

I have read all of the provisions outlined in this MOU, and agree to comply with every provision listed herein.


Center for Wellness and Achievement in Education
SERVICE PROVIDER

By: 
Authorized Signature

Laurent D. Valosek, Executive Director
Print Name and Title of Signatory

March 1, 2013
Date

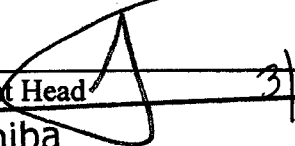
Oakland High School
AGENCY

By: 
Authorized Signature

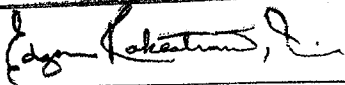
JEFF Rogers, Principal
Print Name and Title of Signatory

3/7/13
Date

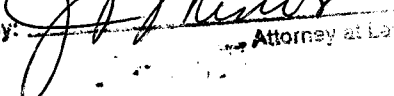
Oakland Unified School District

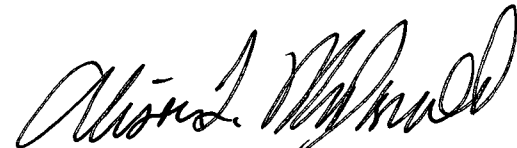
By:  3/28/13
District Department Head
David Kakishiba
President, Board of Education
Print Name and Title of Signatory

Date

 3/28/13
Edgar Rakestraw, Jr., Secretary

Board of Education
OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE

By: 
Attorney at Law


Alison McDonald
Executive Officer
High School Network

Maia Santos

AGREEMENT
for learning the Transcendental Meditation® technique
as part of a school program

between Center for Wellness and Achievement in Education

and

Oakland High School
(Name of Public School)

Instructions: This document is to be signed by all faculty and staff who voluntarily learn the Transcendental Meditation technique as part of the School Quiet Time program.

* * *

I understand that when I learn the Transcendental Meditation technique as part of this privately funded school program, I agree to complete the full course of instruction, to participate in follow-up activities offered for teachers and staff, and to make a best faith effort to practice TM twice daily as instructed.

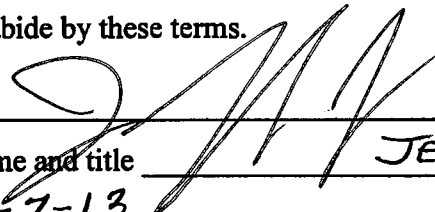
I recognize that learning the Transcendental Meditation technique does not qualify me to teach that technique, and I agree to refer any questions on the technique or experiences related to the technique to properly qualified teachers.

I agree to abide by these terms.

Signature _____

Printed name and title _____

Date _____


Jeff Rogers

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Ref. 9.06

Site Agreement

Scope of Duties for Service Provider at School Site

This agreement identifies specific responsibilities of the Service Provider and the School Site. For the purpose of this document, Service Provider is defined as an agency providing services to students individually or in small groups on the school site. The School Site is a school of the Oakland Unified School District.

Name of School Site: Oakland High School, Public Health Academy

Name of Service Provider: Center for Wellness and Achievement in Education

Part 1: Responsibilities of the School Site. The School will provide the following:

- 1. Organize for all teachers and staff to be introduced to the Quiet Time program and help organize the time for teachers and staff to learn Transcendental Meditation, if they choose to do so.**
- 2. Organize a meeting on the Quiet Time program for interested parents (see paragraph 2 in Part 2, below).**
- 3. Organize for all teachers or administrators who will lead Quiet Time to receive the Service Provider's training program on how to effectively supervise the Quiet Time period.**
- 4. Organize two Quiet Time periods in the school schedule.** The School will provide, as part of its Quiet Time Program, two periods of 18 minutes, one in the morning and one in the afternoon of each school day, during which participating students meditate or do their chosen Quiet Time activity.
- 5. Organize, in cooperation with the Quiet Time staff, a schedule of individual check-in sessions (20 minutes) during school hours with all participating students (4 per student are recommended during the 9-month academic year).**
- 6. Organize, in cooperation with the Quiet Time staff, time for students to hear presentations on topics that will give greater understanding of the value of meditation.** These can be in health, science, or social study classes and deal with topics such as the relation of meditation to stress, violence, substance abuse, and enhancement of brain functioning.
- 7. Provide appropriate rooms and times for initial meditation instruction and individual and group follow-up meetings with the students.** The School will provide rooms or offices that are quiet, with comfortable seating, for the initial training, individual follow-up meetings with the participants; and group follow-up classes.

8. Provide office space for the Quiet Time team.

9. Make school data available for evaluation of the Quiet Time program. The school will share data relevant to potential impact of the Quiet Time program, including attendance, truancy, suspensions, grades, and standardized test performance.

Part 2: Responsibilities of the Service Provider. The Service Provider provides the following:

1. **Meditation training for supervising school administrators and teachers.** The Service Provider will provide qualified, licensed teachers of the Transcendental Meditation program to instruct administrators and teachers in the TM program.
2. **Presentation to parents.** The Service Provider will provide a presentation on the Quiet Time program to all parents who want information on the program. A School Site certificated staff person will be present at this presentation.
3. **Supervision and Teacher and/or administrator training.** The Service Provider will provide a training program to the teachers and administrators who supervise the students' twice-daily Quiet Time period.
5. **Meditation training for students.** The Service Provider will provide instruction to participating students in the Transcendental Meditation program.
6. **Follow-up meetings with students and teachers.** The Service Provider will provide each participating student and teacher/administrator with on-site (at the school) individual follow-up meetings (20 minutes each), and 2 on-site group follow-up classes (30-40 minutes each) each year, to ensure that the participants are successful in their practice of the Transcendental Meditation program.
7. **Ongoing guidance.** The Service Provider will provide ongoing guidance to the School on any issue relevant to the implementation of the Quiet Time program in the School.

Center for Wellness and Achievement in Ed

San Francisco Unified School District



Authorized Signature

Laurent Valosek, Executive Director
Print Name and Title of Signatory

Date:

March 1, 2013




School Site Principal

Jeffrey Rogers, Principal, Oakland High School
Print Name and Title of Signatory

Date:

3/7/13

OAKLAND UNIFIED SCHOOL DISTRICT
Office of Legal Counsel
APPROVED FOR THE DISTRICT
By: 
. Attorney at Law

Search Results

Current Search Terms: center* for* wellness* and* achievement* in education*

No records found for current search.

SAM | System for Award Management 1.0

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Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

