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By	



**OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education**

To: Board of Education

From: Devin Dillon, Interim Superintendent

Subject: Memorandum of Understanding between Oakland Unified School District, UCSF Benioff Children’s Hospital and Turner Construction

ACTION REQUESTED:

Approval and acceptance by the Board of Education of Memorandum of Understanding between Oakland Unified School District, UCSF Benioff Children’s Hospital and Turner Construction for the period February 1, 2017 to June 1, 2017.

BACKGROUND:

The purpose of this Memorandum of Understanding (MOU) is to establish a relationship between Oakland Unified School District (“OUSD”), UCSF Benioff Children’s Hospital Oakland (“BCHO”), and Turner Construction (“Contractor”) (collectively referred to as “parties”) to develop and implement an educational program for high school students grades 10-12 (“Educational Internship”).

The Educational Internship described in this MOU will be provided at no cost to the students of OUSD, their legal representatives and parents.

DISCUSSION:

The Educational Internship program will expose OUSD student to careers in Construction and Development, Architecture, Engineering and Construction Management. The program will run for eighteen (18) weeks and will cover construction site safety, basic project estimating, construction elements, architectural design, licensing and soft skills such as workplace professionalism, interviewing skills, career development, presentation skills, project management and other skills associated with construction and building development.

FISCAL IMPACT:

Offered at no cost to the District.

RECOMMENDATION:

Approval and acceptance by the Board of Education of Agreement between Oakland Unified School District, UCSF Benioff Children’s Hospital and Turner Construction for the period February 1, 2017 through June 1, 2017.

ATTACHMENTS:

Memorandum of Understanding

MEMORANDUM OF AGREEMENT
Between UCSF Benioff Children’s Hospital, Oakland Unified School District and Turner Construction

I. Purpose and Parties

The purpose of this Memorandum of Understanding (“MOU”) is to establish a relationship between **Oakland Unified School District (“OUSD”)**, **UCSF Benioff Children’s Hospital Oakland (“BCHO”)**, and **Turner Construction (“Contractor”)** (collectively referred to as “Parties”) for the purpose of coordinating to develop and implement an educational program for high school students grades 10-12 (“Educational Internship”).

The Educational Internship described in this MOU will be provided at no cost to the students of OUSD, or their legal representatives/parents.

The Parties enter into this MOU to provide educational program services at the job site located at 707 53rd St, Oakland CA and Contractor’s job site, the Administrative Office for OUSD at 1000 Broadway, Oakland CA, and locations associated with the field of Construction and Development.

II. Educational Internship Scope

A. BCHO, OUSD and Turner Construction will coordinate to develop and implement an Educational Internship at BCHO in construction which will expose OUSD students of grades 10-12 to careers in Construction, Development, Architecture, Engineering, Construction Management and any other related fields. The Educational Internship will be affiliated with BCHO’s Master Plan Construction Project.

1. The **Educational Internship program will pilot Spring Semester 2017**. The program shall run for eighteen (18) weeks, February 7 through June 1, 2017. The students will be taught curriculum that covers: construction site safety, basic project estimating, construction elements, architectural design, licensing and soft skills (such as workplace professionalism, interviewing skills, career development, presentation skills, project management) and other skills associated with construction and building development.

2. Participation of Students. Unless otherwise agreed to in writing by the Parties, this agreement will provide services to:

- Ten (10) - Fifteen (15) High School Students in grades 10-12 from various OUSD Schools

3. Below are OUSD goals:

- Ensure a high quality instructional core
- Develop student’s emotional health
- Develop student’s cognitive understanding and academic skills
- Help ensure, create, and/or sustain safe, healthy and supportive schools
- Create accountability for quality
- Help create community schools in OUSD that expand students professional opportunities
- Increase graduation rates

4. Contractor and BCHO’s goals are to help assist to prepare students for the fields of construction, architecture, engineering, and/or construction management.

B. It is OUSD's responsibility that an OUSD employee will monitor the Program, student attendance and student participation to ensure successful completion for the granting of OUSD elective credits. All students participating in the program shall complete the attached documents : (1) the OUSD Student Field Trip/Excursion Permission Slip, (2) the UCSF Benioff Children's Hospital Oakland/OUSD Future Designers and Builders Program Program Overview Expectations, and Agenda, (3) the Future Designers and Builders Program Spring 2017 Program Registration Form, (4) the Future Designers and Builders Program Student Registration and Emergency Contact Form, and (5) the Future Designers and Builders Program Student and Parent Agreement/Consent Form. Field Trip Packet no later than Tuesday, February 28, 2017.

C. All Parties and their staff and subcontractors will comply with any policy and systems in place at OUSD and School(s) and BCHO. Such policies are set forth below:

1. **Drug and Smoke Free**—No students, staff, visitors, Contractors, or subcontractors are to use drugs during the program hours or when students are present.
2. **Anti-Discrimination**—It is the policy of OUSD and BCHO that in connection with services provided in this MOU there shall be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. Therefore, all parties to this MOU agree to comply with applicable Federal and California laws.
3. **Communication**—Communicate with School(s) and OUSD staff, both formally and informally, to ensure, to the best of the program's ability, that the services are aligned with the mission and objective of the Educational Internship Program and are adequately meeting student's needs.
4. **Conflict of Interest.** Parties to this MOU shall not hire any OUSD employee to perform the services in this MOU, and affirms that to the best of its knowledge no such conflict presently exists. Parties agree to alert OUSD in writing if and when a potential conflict does arise.
5. **Family Education Rights and Privacy Act**—Parties to this MOU shall observe OUSD and BCHO policies as set forth above, as well as state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil records, to the extent applicable. The parties acknowledge that records regarding a student's participation in the Educational Internship described in this MOU may be student educational records protected by the Federal Family Educational Rights and Privacy Act (FERPA), and that student/permission must be obtained, or other legal requirements fulfilled, before releasing specific data to anyone, even under subpoena. This obligation is intended to survive termination of the MOU.

D. **Confidentiality**—UCSF BCHO will be allowed to use the data received to solicit funding to continue to expand its services/program, so long as there is no information from which the identity of any student in the program as a participant could be made.

III. Duration

This MOU is effective February 1, 2017 to June 1, 2017

A. Student participants shall not commence the services agreed to in this MOU until the Parties have submitted the following documents:

IV. Insurance

All Parties will attach documentation of proof of general liability insurance with at least \$1 million in per occurrence and \$3 million in the aggregate.

V. Responsibilities of Oakland Unified School District

A. A qualified teacher acting as chaperone and supervisor for the students will be with the students at all times while students are off of BCHO property for career exploration visits.

B. OUSD will screen students for disability/medical issues and ensure students have whatever accommodation and/or medical care is needed if requested or required.

C. OUSD will ensure that all students in program have requisite approval and waiver from parents or legal guardian, which shall be forwarded to BCHO Risk Management Department prior to student's participation.

D. Turner Construction and OUSD will ensure that ALL students while on BCHO construction site have the requisite safety apparel: i.e. Hard Hats, Eye Protective Wear, and fitted closed-toe hard-soled shoes.

E. . Data—Ensure that all parties are given reasonable access to data as it relates to assessment and evaluation of educational instruction and general student progress.

1. Provide all Parties with any other student information reasonably necessary to provide its services consistent with the Educational Internship program and to evaluate the impact of its program on students at School(s).

VI. Responsibilities of Contractor

The relevant experience of the Contractor personnel will be providing the following services: Turner Construction has over 100 years of experience in the construction field and over 10 years providing support to the OUSD students through their involvement in the ACE Mentoring and education-construction ventures. Create equitable opportunities for learning

- Ensure, maintain, or support high quality and effective instruction
- Prepare students for success in college and careers, through Career Awareness and Exploration Opportunities (WBL Continuum)

VII. Administration of Stipend for Students

BCHO agrees to fund a stipend of \$_500_ per student upon successful completion of the Program by each student. BCHO and OUSD shall coordinate with the Oakland Education Fund for the latter to receive and disburse the stipend funds to each student., as approved by BCHO and OUSD.

VII.. Termination

Any party may terminate this MOU at any time, without cause, with 10 days written notice to the other parties. This agreement may be amended by mutual consent of the parties. All amendments must be in writing and signed by all parties.

IX. Hold Harmless/Indemnity

Each party to this MOU agrees to indemnify and hold harmless the other parties and their affiliates for and from any claims, causes of action, or any other proceeding of any type or kind that is made against the other where such claim, cause of action or other proceeding arises from the conduct, act, omission, or commission by the other party.

X. Notices

Name	UCSF Benioff Children's Hospital Oakland, Doug Nelson/Doreen Moreno/ Consultant Leslie Littleton
Address	747 52nd St, Oakland California
Phone Number	(510) 428-3000/ 510-393-9685 (Leslie Littleton)
E-mail	DNelson@mail.cho.org , DMoreno@mail.cho.org ; leslie@litletonconsultinggroup.com

Ann Kriozere
 Director of Contracting
 Children's Hospital & Research Center at Oakland
 d/b/a UCSF Benioff Children's Hospital Oakland
 747 52nd Street
 Oakland, CA 94609

with a copy to:
 Greta Schnetzler, Chief Campus Counsel
 UCSF Office of Legal Affairs
 745 Parnassus Ave., 2nd Floor
 Box 0986
 San Francisco, CA 94143
 and

Name	Turner Construction (Elena Anaya)
Address	300 Frank H. Ogawa Plaza, Ste. 510 Oakland, CA 94612
Phone Number	(510) 267-8241
E-mail	eanaya@tcco.com

Please identify a contact person for the Oakland Unified School District:

Name	Emiliano Sanchez, Director of CTE – Trades and Apprenticeships, Oakland Unified School District.
Address	1000 Broadway, Suite 440
Phone	(510) 879- 2594

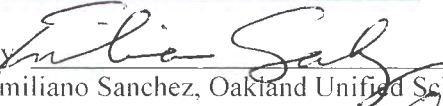
Number	
E-mail	Emiliano.Sanchez@ousd.org

IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

UCSF Benioff Children's Hospital Oakland

By:  Dated: 2/15/2017

Oakland Unified School District

By:  Dated: 2/21/17 (07/DD/2016)
Emiliano Sanchez, Oakland Unified School District

By: _____ Dated: _____ (07/DD/2016)

Turner Construction

By:  Dated: 2/21/17 (07/DD/2016)
Lisa Ballantyne, Turner Construction

By: _____ Dated: _____ (07/DD/2016)

Approved as to form

By:  Dated: 3/6/17 (~~07/~~ /2016) ^{MUS}

Michael L. Smith, Deputy General Counsel
Oakland Unified School District