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**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Jessica Cannon, Executive Director, Early Childhood Education

Meeting Date May 28, 2025

Subject Memorandum of Understanding - East Bay Innovations (EBI) - Early Childhood Education

Ask of the Board Approval by the Board of Education of Memorandum of Understanding (MOU) by and between the District and East Bay Innovations (EBI) and Peralta Community College District, for the latter to provide an internship program for adults with developmental disabilities, extending the period from July 1, 2025 through June 30, 2026, via the Early Childhood Education Department, at no cost to the District.

Background East Bay Innovations will be the primary tutoring agency for the students, OUSD tutors can be accessed upon EBI request and OUSD approval.

Discussion This is a partnership between EBI and the District - Early Childhood Education.

Fiscal Impact No fiscal impact to the District.

Attachment(s) • Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

BETWEEN EAST BAY INNOVATIONS AND OAKLAND UNIFIED SCHOOL DISTRICT

This Memorandum of Understanding is made by and between Peralta Community College District (“PCCD”), on behalf of East Bay Innovations (“EBI”), 2450 Washington Ave Ste 240 San Leandro CA , 94577 and Oakland Unified School District, (“OUSD”), 1011 Union Street, Oakland, CA 94607, regarding the provision of instructional services.

RECITALS

WHEREAS, the parties to this Memorandum of Understanding believe that additional college courses can provide many benefits to students with disabilities for whom a smooth transition into postsecondary education may be problematic.

WHEREAS, in its execution of the activities contemplated by this Memorandum of Understanding, EBI shall not discriminate against any student, employee, or applicant for attendance or employment because of race, color, religion, national origin, sex, age (as defined by law) or disability in employment.

NOW, THEREFORE, intending to be legally bound, the parties to this Memorandum of Understanding (“MOU”) mutually agree to the provision of instructional services to students at the EBI, as follows:

1. AGREEMENT TERM. The term of this MOU shall commence on July 1, 2025 and continue through June 30, 2026 (the “Term”). Unless terminated as provided under Paragraph 11, below, the Term will renew annually for a one-year term.

2. SCOPE OF WORK. OUSD will provide EBI with instructional and other related services as specified below:

- Contract Ed Cost. EBI will provide funds to cover the cost of contract education for 2 cohorts.
- Student Selection. EBI will select 10 students for each of 2 cohorts to participate in the program.
- Class Size. EBI has established that the minimum number of attendees for each course is 10 students and the maximum number of attendees for each course is 32 students.
- Pre-Class Activities. EBI will assist students to provide all clearances (i.e. health screening, applications, background checks) required by OUSD for program acceptance.
- Enrollment. EBI will work together to assist students in registering as Berkeley City College students, and in enrolling in the courses described in this MOU.
- Accessibility. EBI will assist the students to request accessibility accommodations from BCC as needed.
- Support Services. EBI will be the primary tutoring agency for the students, OUSD tutors can be accessed upon EBI request and OUSD approval.
- Field Placement. OUSD will provide field placement opportunities for students. EBI will

provide job coaching support to students to assist them to learn their fieldwork duties.

- Field Placement Cost. EBI will employ and pay students for their work in the field up to 1050 hours.
- Permanent Employment. If hired into permanent employment, EBI will continue to provide job coaching support to students/employees.
- Management. EBI and the OUSD will identify a liaison to coordinate and oversee the proper rendering of instructional services pursuant to this MOU (the “Liaison”).

3. INDEPENDENT CONTRACTOR STATUS AND INSURANCE REQUIREMENTS.

- A. Independent Contractor Status. The relationship of the parties is one of independent contractors. OUSD and its officers, employees, and agents are not to be considered agents or employees of EBI; are not entitled to participate in any pension, insurance, bonus or similar benefits provided to EBI; and shall not sign contracts on behalf of or otherwise bind EBI. Similarly, EBI and their respective officers, employees, and agents are not to be considered agents or employees of OUSD. OUSD will not pay any employment related benefits including but not limited to health insurance, disability insurance, life insurance, professional liability insurance, unemployment insurance, or any other related benefits, to EBI or any of EBI’s employees, where applicable.
- B. Health Insurance. OUSD shall maintain health insurance for OUSD staff consistent with OUSD policies during the term of this MOU.
- C. Worker’s Compensation. OUSD carries the required levels of Worker’s Compensation, covering its staff. Neither EBI nor any of EBI’s employees and interns, if applicable, is covered by the EBI’s Worker’s Compensation insurance.
- D. Requisite Insurance Coverage.
- i. EBI’s Insurance Requirement. EBI shall have and maintain in full force and effect during the term of this MOU, at the expense of EBI, General Liability Insurance as follows:

| <u>General Liability: Comprehensive or Commercial Form</u> | <u>(Minimum Limits)</u> |
|--|-------------------------|
| (1) Each Occurrence | \$1,000,000 |
| (2) Products/Completed Operations Aggregate | \$1,000,000 |
| (3) Personal and Advertising Injury | \$1,000,000 |
| (4) General Aggregate* | \$1,000,000 |
| * not applicable to comprehensive form | |

- ii. OUSD’s Insurance Requirement. OUSD shall carry and maintain in full force and effect during the term of this MOU, at the expense of the OUSD, General Liability Insurance as follows:

| <u>General Liability: Comprehensive or Commercial Form</u> | <u>(Minimum Limits)</u> |
|--|-------------------------|
| (1) Each Occurrence | \$1,000,000 |

| | |
|---|-------------|
| (2) Products/Completed Operations Aggregate | \$1,000,000 |
| (3) Personal and Advertising Injury | \$1,000,000 |
| (4) General Aggregate* | \$1,000,000 |

* not applicable to comprehensive form

- iii. Insurance Certificate: Upon request of the other party, each party shall file a Certificate of Insurance with the other party's authorized representative.

4. NON-DISCRIMINATION. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, PCCD Board Policy 4.03, and all other applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment, education, and contracting. Each party assures that it will not discriminate against any individual including, but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, ancestry, actual or perceived sexual orientation, gender identity, transgender status at any state, marital status, physical or mental disability, political affiliations, veteran status, national origin, or other personal characteristic protected by federal or state law.

5. MUTUAL INDEMNIFICATION. Each party shall indemnify, defend and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, action, lawsuit, or other proceeding, judgment and award, and cost and expense, including reasonable attorneys' fees and costs, or claims for injury or damages arising out of the former party's performance of this MOU, but only in proportion to and 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 that party.

6. PROPRIETARY RIGHTS INDEMNITY. Each party shall indemnify and hold the other party harmless from and against any claims or damages related to any claim that the materials used or created hereunder violate the copyright, trade secret, trademark or patent of any third party.

7. TERM AND TERMINATION. The parties may agree to terminate this MOU in writing at any time, provided that such termination shall not take effect until the end of the then-current course. Each party may terminate this MOU without any penalty upon written notice received by the other party no less than thirty (30) days prior to the originally agreed-upon starting date for each course.

8. MODIFICATION AND INABILITY TO PERFORM.

- A. Modification. The MOU may only be amended or modified upon mutual written consent of the parties hereto.
- B. Unforeseen Events. In the event of a strike, government action, natural disaster, power outage, war or act of terrorism which results in the cancellation of a scheduled course session(s), the missed course session(s) will be rescheduled to the extent possible.

9. DISPUTE RESOLUTION. Should the parties have a dispute over the terms of this MOU, the parties shall attempt to informally resolve the dispute first through direct discussions with the parties' respective representatives. If informal efforts at resolution are not successful within thirty (30) days of the first correspondence indicating the existence of said dispute, then the parties agree to attempt in good faith to resolve the dispute with a mutually agreed upon mediator in Alameda County, California. A party may initiate mediation by sending the other party a written demand for mediation, which demand shall describe with specificity the nature of the dispute. Any costs and fees other than attorneys' fees associated with the mediation shall be shared equally by the parties. If the parties are unable to arrive at a mutually satisfactory solution through mediation, or if a mediator has not been chosen and a date set for mediation, within sixty (60) calendar days from the date of the demand for mediation, then the parties hereby agree to submit the dispute to binding arbitration in Alameda County, California, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association.

Either party may commence arbitration by sending a written demand for arbitration, within the same limitation periods that would be applicable in court, to the other party and to the American Arbitration Association. Such demand shall set forth the nature of the matter to be resolved by arbitration. The arbitrator shall be one that is mutually agreeable to both parties. The substantive law of the State of California shall be applied by the arbitrator to the resolution of the dispute. The arbitrator shall be empowered to award either party any remedy at law or in equity that the prevailing party would otherwise have been entitled to had the matter been litigated in court; provided however that the authority to award any remedy is subject to whatever limitations, if any, that exist in the applicable law on such remedies. The arbitrator shall issue a decision or award in writing, stating the essential findings of fact and conclusion of law. The parties shall share equally all initial costs of arbitration. However, the prevailing party shall be entitled to reimbursement from the other party of its attorneys' fees, costs, and expenses incurred in connection with the arbitration and in association with the enforcement of the judgment. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof.

10. NON-ASSIGNABILITY. Neither EBI nor OUSD shall assign its rights, duties, or obligations under this MOU, either in whole or in part, without the prior written consent of the other.

11. ATTORNEY'S FEES. In the event of any action, suit or proceeding between the parties hereto, the cost of such action, suit or proceeding, including reasonable attorneys' fees, shall be borne by the losing party or, in the case of an arbitration or mediation, as determined by the arbitrator or mediator, as applicable.

12. NO THIRD-PARTY BENEFICIARIES. Except as expressly provided herein, nothing in this MOU shall operate to confer rights or benefits on persons or entities that are not a party to this MOU.

- 13. NOTICES.** Any notice, which either party may or is required to give under this MOU, may be given by personal delivery, by mail delivery, postage prepaid by facsimile with written confirmation of transmission, or electronic email with receipt obtained, at the following addresses:

OAKLAND UNIFIED SCHOOL DISTRICT
1011 Union Street, Oakland, CA 94607 ATTN: Caroline Jones
caroline.jones@ousd.org

East Bay Innovations
2450 Washington Ave. Ste 240
San Leandro, CA 94577
ATTN: Serom Sanftner
ssanftner@eastbayinnovations.org

- 14. COUNTERPARTS.** The parties may execute this MOU in counterparts, each of which is deemed an original and all of which only constitute one original.

- 15. WAIVER.** Waiver by either party of any breach of any provision of this MOU or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right.

- 16. GOVERNING LAW.** This MOU shall be governed in all respects by the laws of the State of California.

- 17. ENTIRE AGREEMENT.** This MOU, including all Addendums hereto, constitutes the entire understanding of the parties, to which the parties intend to be bound. There are no oral agreements regarding the subject of this MOU not contained herein. This MOU may be amended or modified at any time by mutual written consent of the parties, in a writing signed by the authorized representatives of both parties. At the end of the term of this MOU, both parties will evaluate the terms of this collaboration and, if the parties mutually agree to extend this MOU, they will revise this MOU in a mutually agreeable manner according to lessons learned, future opportunities, and needs.


18. Conflict of Interest.

- a. EBI and all EBI individuals shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. EBI shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.

- b. EBI affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between EBI's business, or financial interest and the SERVICES provided under this MOU, and in the event of any change in either private interest or the SERVICES under this MOU, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.
 - c. Through its execution of this MOU, EBI acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event EBI receives any information subsequent to execution of this MOU which might constitute a violation of said provisions, EBI agrees it shall immediately notify OUSD in writing.
19. **Audit.** EBI shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of EBI transacted under this MOU. EBI shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. EBI shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the SERVICES covered by this MOU. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to EBI and shall conduct audit(s) during EBI'S normal business hours, unless EBI otherwise consents.
20. **Compliance with California and Federal Laws.** EBI shall comply with all applicable California and Federal laws, regulations, and ordinances. This includes, but is not limited to, compliance with the California Labor Code 6401.9 (Workplace Violence Prevention Plans), as well as any other laws related to labor, employment, safety, health, and environmental regulations. The EBI shall ensure that all activities and services conducted under this MOU are in strict compliance with such laws and regulations. Any violation of these laws, regulations, or ordinances by the EBI or any of its employees, subcontractors, volunteers, or agents shall constitute a material breach of this MOU.
21. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, members of EBI, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
22. **Severability.** If any term, condition, or provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

23. **Calculation of Time.** For the purposes of this MOU, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
24. **Contract Contingent on Governing Board Approval.** The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this MOU unless and until it has been (i) formally approved by OUSD’s Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy.

EAST BAY INNOVATIONS

By: 
Tom Heinz (Apr 28, 2025 13:07 PDT)
Tom Heinz
Executive Director
East Bay Innovations

Date: 04/28/2025

OAKLAND UNIFIED SCHOOL DISTRICT

By: *Jessica Cannon*
Jessica Cannon (Apr 29, 2025 09:40 PDT)
Jessica Cannon
Executive Director of Early Learning
Oakland Unified School District

Date: 04/29/2025

OAKLAND UNIFIED SCHOOL DISTRICT

By: _____

Dr. Kyla Johnson-Trammell
OUSD Superintendent
Oakland Unified School District

Date: _____

Approved as to form by:



4/28/2025

Josh Cumming
Project Attorney
Office of the General Counsel

Date