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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
Kim Jones, Director, Oakland Adult & Career Education

Meeting Date May 14, 2025

Subject Amendment No. 2 - No-Cost Services Agreement with East Bay Innovations (EBI) and the County of Alameda and OUSD/Oakland Adult & Career Education Department

Ask of the Board Approval by the Board of Education of Amendment No. 2 to the No-Cost Services Agreement by and between the District and East Bay Innovations (EBI) and the County of Alameda Human Resource Services, Oakland, CA, for the latter to continue to provide its Project SEARCH, a countywide internship program for adults with developmental disabilities, extending the period from July 1, 2019 through June 30, 2025 to June 30, 2028, via the Oakland Adult & Career Education Department, at no cost to the District.

Background The Services Agreement is entered into by and between the Oakland Unified School District/Adult and Career Education department, East Bay Innovations (EBI) and the County of Alameda collectively as the "Parties". To continue to build and replicate on the success of the Project Search Program at Children's Hospital Medical Center in Cincinnati, Ohio.

Discussion This is a continued partnership between EBI, County of Alameda and OUSD. We to amend this agreement to continue partnership through 2028.

Fiscal Impact No fiscal impact to OUSD.

Attachment(s)

- Amendment No. 2 - No-Cost Services Agreement
- File #22-2622, Enactment #22-2040, 11/30/22
- Original Agreement File #19-1918, Enactment #19-1509

**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

AMENDMENT NO. 2 to

19-1918

("Original Agreement")

This Amendment ("AMENDMENT") amends the attached Original Agreement, inclusive of any prior amendments to the Original Agreement (together, "AGREEMENT"). Except as explicitly stated herein, all provisions and terms of the AGREEMENT remain unchanged and in full force and effect as originally stated.

1. The PARTIES hereby agree to amend the AGREEMENT as stated herein.

A. Services.

- ☒ The SERVICES are unchanged.
- ☐ The SERVICES have changed as indicated below:
- ☐ A description of the changes in the SERVICES is attached.
- ☐ The changes in the SERVICES involve the following:

B. Term.

- ☐ The term of the AGREEMENT is unchanged.
- ☒ The term of the AGREEMENT has changed as indicated below:
- Original End Date: 06/30/2025
- New End Date: 06/30/2028

C. Compensation.

- ☒ The not-to-exceed amount in the AGREEMENT is unchanged
- ☐ The not-to-exceed amount in the AGREEMENT has changed as indicated below:

Original not-to-exceed amount is \$ 0.00.

The original not-to-exceed amount
shall be increased by:

\$ _____


The original not-to-exceed amount
shall be decreased by:

\$ _____

The new not-to-exceed amount is \$ 0.00.

- D. **Insurance.** To the extent that the AGREEMENT required less than following insurance coverage amounts, by signing this AMENDMENT, VENDOR agrees, unless waived under the terms of the AGREEMENT, that it shall maintain Commercial General Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. All other terms in the AGREEMENT regarding Commercial General Liability Insurance remain the same.
- E. **Suspension.** To the extent that the AGREEMENT did not contain a provision regarding suspension of the AGREEMENT, VENDOR agrees, by signing this AMENDMENT, that if OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.
- F. **Legal Notices.** To the extent the AGREEMENT did not contain the following provisions, legal notices may be sent either (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested), to the contact identified in the AGREEMENT. VENDOR agrees that the address for legal notice to OUSD is 1011 Union St., Site 946, Oakland, CA 94607.
2. The PARTIES acknowledge that this AMENDMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
3. Each PARTY has the full power and authority to enter into and perform this AMENDMENT, and the person(s) signing this AMENDMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AMENDMENT, except that only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have authority under the Education Code or Board Policy to sign contracts for OUSD and only under limited circumstances, with ratification by the OUSD Governing Board being required. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this AMENDMENT or as legally binding in any way.
4. OUSD shall not be bound by the terms of this AMENDMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, Chiefs, Deputy Chiefs, or the General Counsel as authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

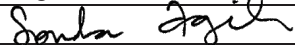
IN WITNESS WHEREOF, the PARTIES hereto agree and execute this AMENDMENT and to be bound by its terms and conditions:

VENDORName: Joel "Curtis" JohnSignature: Position: Director, Supported Employment - East Bay InnovationsDate: 03/03/2025Name: Susan Muranishi


Signature: _____

Position: County Administrator, Alameda County

Date: _____

OUSDName: Sondra AguileraSignature: Position: Chief Academic Officer

Date: _____

☐ Board President (for approvals)☒ Chief/Deputy Chief/Executive Director (for ratifications)Name: Kyla Johnson-TrammellSignature: Position: Superintendent and Secretary, Board of EducationDate: 5/29/2025
Jennifer Brouhard
President, Board
of Education
5/29/2025**Template approved as to form by OUSD Legal Department.**

May 13, 2025

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

SUBJECT: AUTHORIZE AMENDMENT NO. 2 TO EXTEND THE MEMORANDUM OF UNDERSTANDING FOR PROJECT SEARCH, A COUNTYWIDE INTERNSHIP PROGRAM FOR ADULTS WITH DEVELOPMENTAL DISABILITIES

Dear Board Members:

RECOMMENDATIONS:

- A. Approve Amendment No. 2 of a time-only extension to the Memorandum of Understanding ("MOU") between the Oakland Unified School District Adult and Career Education Department ("OUSD/ACE"), East Bay Innovations ("EBI") and the County of Alameda ("County") to continue Project SEARCH, a no-cost internship program for adults with developmental disabilities, extending the term of the July 1, 2019 to June 30, 2025, by three (3) years, to June 30, 2028; and
- B. Delegate Authority to the County Administrator, or designee, to execute Amendment No. 2 to the MOU and return an executed copy to the Clerk of the Board for filing.

DISCUSSION/SUMMARY:

Project SEARCH is a partnership between the County, OUSD/ACE and EBI to recruit, train, and provide meaningful work experience for adults with developmental disabilities. The year-long training program accepts 12 interns per year to experience hands-on job training integrated with classroom instruction provided by OUSD/ACE. EBI provides job coaches, skills assessment and employment placement activities. Your Board first approved the County's participation in Project SEARCH in July 2009. At that time, it was the first public sector Project SEARCH program in California. Your Board approved continued participation in Project SEARCH again in July 2016, June 2019, and October 2022.

In 2024, eight (8) interns received on-the-job training. And, to date, County agencies/departments have mentored over 120 interns with a graduation rate of 92% and job placement retention rate. Through participation in Project SEARCH, the County helps to create equal employment access, a more diverse workforce, and provides life-changing opportunities for Project SEARCH interns and their families.

SELECTION CRITERIA:

Project SEARCH is a long-standing, collaborative program with the OUSD and EBI. Both entities are exempt from the Small, Local and Emerging Business Program ("SLEB").

FINANCING:

This is a no-cost MOU. Approval of this recommendation will have no impact on net County costs.

An Equal Opportunity Employer

VISION 2026 GOAL:

The recommendations meet the 10x goal pathways of **Employment for All** in support of our shared vision of a **Thriving and Resilient Population** and **Prosperous and Vibrant Economy**.

Very truly yours,

Margarita Zamora, Director
Human Resource Services

cc: CAO
Auditor-Controller
County Counsel
Director, GSA



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

Board Office Use: Legislative File Info.	
File ID Number	22-2622
Introduction Date	11/30/22
Enactment Number	22-2040
Enactment Date	11-30-2022 CJH

Board Cover Memorandum

To Board of Education

From Sondra Aguilera, Acting Superintendent
Vanessa Sifuentes, High School Superintendent
[Kim Jones, Director, Oakland Adult & Career Education]

Meeting Date November 30, 2022

Subject Amendment to No-Cost Services Agreement with East Bay Innovations (EBI) and the County of Alameda and OUSD/Oakland Adult & Career Education

Ask of the Board ☒ Approve Amendment to No-Cost Services Agreement - Agreement with [East Bay Innovations (EBI) and the County of Alameda and OUSD/Oakland Adult & Career Education] ☐ Ratify Amendment to [Type] Agreement with [Vendor]

Background and Recommendation *The Services Agreement is entered into by and between the Oakland Unified School District/Adult and Career Education department, East Bay Innovations (EBI) and the County of Alameda collectively as the "Parties". To continue to build and replicate on the success of the Project Search Program at Children's Hospital Medical Center in Cincinnati, Ohio.*

Term *Term of Services to extend the Services Agreement - No Cost. An additional three (3) years.*

Start Date: July 1, 2022 \$0 End Date: June 30, 2025

Not-To-Exceed Amount \$0

Competitively Bid *No. This no-cost agreement is under the bidding threshold.*

**In-Kind
Contributions**

OUSD/ACE will provide the services of instructors for the agreed upon scheduled hours to meet the educational and training needs of the students. Be responsible for providing appropriate instruction in accordance with the standards set by the California Department of Education, the Oakland.

**Funding
Source(s)**

N/A. No-cost agreement.

Attachment(s)

- Amendment
- Original Agreement, Enactment No. 19-1509

AMENDMENT NO. 1

to

**(Title of Original Contract/Agreement) (MEMORANDUM OF UNDERSTANDING
BETWEEN THE OAKLAND UNIFIED SCHOOL DISTRICT/ADULT AND
CAREER EDUCATION AND COUNTY OF ALAMEDA AND EAST BAY
INNOVATIONS (Project SEARCH))**

This Amendment amends the attached legal agreement ("Original Agreement") and any prior amendments ("Prior Amendments," together with Original Agreement, "(Amended) Agreement"), incorporated herein by reference, which includes the following information:

- The (Amended) Agreement is between the Oakland Unified School District ("OUSD") and the below named entity or individual ("VENDOR," together with OUSD, "PARTIES"):

(Full Name of Vendor) (East Bay Innovations (EBI) and the County of Alameda)

- The Parties entered into the Original Agreement on the below date:

(Enactment Date) (July 1, 2019)

- The Enactment Number of the Original Agreement is below:

(Enactment No.) (19-1509)

The PARTIES hereby agree to amend the (Amended) Agreement as stated herein.

1. Services:

☒ The scope of work of the (Amended) Agreement is unchanged.

☐ The scope of work of the (Amended) Agreement has changed. If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; select the appropriate option below:

☐ Revised scope of work attached

☐ VENDOR agrees to provide the following amended services:

(Description of revision(s) to: scope) (To extend terms of Services Agreement an additional three (3) years)

2. **Term (duration):** ☐ The term of the (Amended) Agreement is unchanged
☒ The term of the (Amended) Agreement has changed.
 If the term has changed: The parties agree to amend the below original End Date of the (Amended) Agreement to the below new End Date:

Original End Date:

New End Date:

3. **Compensation:** ☒ The not-to-exceed amount in the (Amended) Agreement is unchanged
☐ The not-to-exceed amount in the (Amended) Agreement has changed. If the not-to-exceed amount has changed: The not-to-exceed amount in the (Amended) Agreement is amended as follows:

☐ Increase not-to-exceed amount by:

☐ Decrease not-to-exceed amount by:

The new not-to-exceed amount under the (Amended) Agreement, as herein amended, is

4. **COVID-19:** To the extent that the Agreement did not contain the following guarantees, by signing this Amendment, VENDOR agrees that:
- Through its execution of this Amendment, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Amendment in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
 - VENDOR agrees to notify OUSD within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to VENDOR possible COVID-19 exposure.
 - VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited

to, providing OUSD with information regarding possible exposure of OUSD employees to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.

d. VENDOR shall bear all costs of compliance with this Paragraph.

5. **Remaining Provisions:** All other provisions of the (Amended) Agreement remain unchanged and in full force and effect as originally stated.

6. **Amendment Publicly Posted.** This Amendment, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

7. **Signature Authority.**

- a. Each PARTY has the full power and authority to enter into and perform this Amendment, and the person(s) signing this Amendment on behalf of each PARTY has been given the proper authority and empowered to enter into this Amendment.
- b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel has authority to sign contracts for OUSD and only under limited circumstances, which required ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Amendment or as legally binding in any way.

8. **Amendment Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Amendment unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

VENDORS

Name: Tom Heinz Signature: [Signature]

Position: Executive Director Date: Enter date of signature

Name: Susan S. Muranishi Signature: [Signature]

Position: County Administrator Date: Enter date of signature

Approved as to Form:
DocuSigned by:
Scott Dickey, Assistant County Counsel
41567820270046
Assistant County
Counsel

One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.

OUSD

Name: Sondra Aguilera

Signature: [Signature]

Position: Chief Academic Officer

Date: 11/1/2022

☐ Board President

☐ Superintendent

☒ Chief/Deputy Chief/Executive Director

Name: Kyla Johnson Trammell

Signature: [Signature]

Position: Secretary, Board of Education

Date: 12-1-2022

File ID Number: 19-1918
Introduction Date: 10/10/19
Enactment Number: 19-1509
Enactment Date: 10/10/19 lf

**MEMORANDUM OF UNDERSTANDING BETWEEN THE OAKLAND UNIFIED SCHOOL
DISTRICT/ADULT AND CAREER EDUCATION
AND
COUNTY OF ALAMEDA
AND
EAST BAY INNOVATIONS
(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 "District"), and the County of Alameda, and East Bay Innovations ("EBI"). OUSD/ACE, County of Alameda and EBI may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS:

Whereas, County of Alameda is a local government entity with its principal place of business in the County of Alameda, State of California, located at 1221 Oak Street Suite 555, Oakland, California 94612; and

Whereas, County of Alameda is committed to providing adults with disabilities the opportunity for career exploration and preparation via unpaid government 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 government 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, 2019, ("Commencement Date") and unless sooner terminated under any provision hereof, this Agreement shall end on June 30, 2022 ("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.

County of Alameda SERVICES

2. County of Alameda shall:

- a. Accept twelve (12) students 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 training sites in order for a functional curriculum to be implemented through "hands on" instruction in the context of training.
- f. Provide each student with County identification badges 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, the County of Alameda 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 County of Alameda employee, to impair contracts or services or to fill any vacant position.
- m. Direct any concerns regarding OUSD/ACE adult education teacher 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 County of Alameda.
- c. Implement a functional curriculum which is specifically designed to meet the competencies generated by County of Alameda department heads for targeted training sites. Instruction will take place both in small groups and in individual training stations throughout County of Alameda.
- 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 the County of Alameda 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 the County of Alameda 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 the County of Alameda 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 the County of Alameda.
- 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 County of Alameda 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 County of Alameda 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 the County of Alameda 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 the County of Alameda.
- 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 County of Alameda.
- 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, County of Alameda and the Department of Developmental Services.
- e. Assist in implementing a functional curriculum which is specifically designed to meet the competencies generated by County of Alameda department heads for targeted training sites.
- f. Select, place, and evaluate a job coach instructional assistant assigned to Project SEARCH at County of Alameda 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 County of Alameda 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 County of Alameda 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 COUNTY OF ALAMEDA to determine which students are qualified and accepted into the Project SEARCH program.
- k. Work in collaboration with OUSD/ACE and County of Alameda 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 County of Alameda 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 County of Alameda 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 County of Alameda training sites.
- s. Ensure that each student or their conservator has consented in writing to participation in the Project SEARCH transportation training program.
- t. 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; and
- u. Ensure that all Project SEARCH students meet applicable health screenings and immunizations as required by the County.

TERMINATION

- 5. Any party may terminate this MOU with or without cause upon thirty (30) days written notice to the other Party(ies).

WAIVER

- 6. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach failure, right or

remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

INDEMNITY

7. County of Alameda shall 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 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 County of Alameda, its officers, employees or agents. County of Alameda 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 County of Alameda 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 County of Alameda, its officers, employees, or agents. This provision survives termination of this Agreement.
8. OUSD/ACE shall defend, indemnify and hold harmless County of Alameda 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.
9. EBI shall defend, indemnify and hold harmless County of Alameda 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. This provision survives termination of this Agreement.

INSURANCE

10. County of Alameda shall provide self-insurance coverage and provide copy of its certificate of Self Insurance for Liability and Worker's Compensation Liability.
11. OUSD/ACE 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 County of Alameda as an additional insured. Evidence of insurance is attached. Inclusion of OUSD and County of Alameda as an additional insured shall not affect the rights of either OUSD or County of Alameda to any claim, demand, suit or judgment made, brought or recovered against EBI. The policy shall protect County of Alameda, 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 local laws and regulations 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. This MOU represents the entire agreement of the Parties with the respect to the subject matter of this MOU. This MOU may be amended only by a writing signed by all Parties.
15. This MOU: is entered into under, and subject to the laws of, the State of California. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in San Francisco, CA before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction.
16. The Parties agree that the relationship of the students and the County is that of a student internship and not as employer-employee. The County shall provide the interns with the learning opportunities offered by the experience through the Project SEARCH Program. The Parties agree that
- i. The primary benefit of the training/internship is for the student.
 - ii. The students will not displace regular employees. The County derives no immediate advantage from the activities of the students, and on occasion, its operations may actually be impeded.
 - iii. The students are not guaranteed a permanent job at the end of the program and not entitled to any preference for any job.

- iv. The students are not entitled to wages for the time spent in the internship and Project SEARCH Program.

2. **MODIFICATIONS OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both Parties.
3. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of the Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
4. 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:

5.

Oakland Unified School District
1000 Broadway, Suite 680 300
Oakland, CA 94607
Attention: Superintendent,
Kyla Johnson-Trammell
Telephone: 510.879-8200

County of Alameda
1221 Oak Street, Suite 555
Oakland, CA 94612
Attention: County Administrator,
Susan S. Muranishi
Telephone: 510.272.6984

East Bay Innovations
2450 Washington Ave, Suite 240
San Leandro, CA 94577
Attention: Executive Director,
Tom Heinz
Telephone: 510.618-1580 ext. 11

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

COUNTY OF ALAMEDA

By: _____

APPROVED AS TO FORM:

Memorandum of Understanding – OUSD/ACE, County of Alameda, and EBI



Donna Ziegler, County Counsel

By: ANDREA WEDDLE

4/13/19

Date

EAST BAY INNOVATIONS



Tom Heinz, Executive Director

5/22/19

Date

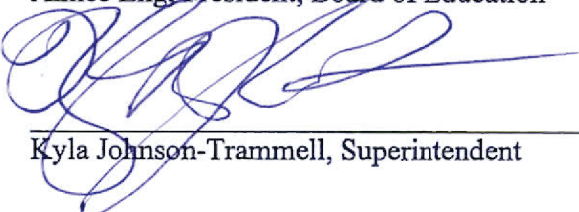
OAKLAND UNIFIED SCHOOL DISTRICT



Aimee Eng, President, Board of Education

10/10/19

Date



Kyla Johnson-Trammell, Superintendent

10/10/19

Date

APPROVED AS TO FORM:

General Counsel

9/24/19

Date

OAKLAND UNIFIED SCHOOL DISTRICT

Office of the General Counsel

APPROVED FOR FORM & SUBSTANCE

By: 

Joshua R. Daniels, General Counsel

ALAMEDA COUNTY BOARD OF SUPERVISORS MINUTE ORDER

The following action was taken by the Alameda County Board of Supervisors on 06/18/2019

Approved as Recommended ☒

Other ☐

Unanimous ☒ Chan: ☐ Haggerty: ☐ Miley: ☐ Valle: ☐ Carson: ☐ - ☐ 5

Vote Key: N=No; A=Abstain; X=Excused

Documents accompanying this matter:

Contract: C-2019-50

Documents to be signed by Agency/Purchasing Agent:

File No. 30320

Item No. 26

Copies sent to:

Amy Costa & Auditor

Special Notes:



I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:

Clerk of the Board
Board of Supervisors

By: _____

Deputy

AGENDA 26 June 18, 2019

C O U N T Y A D M I N I S T R A T O R

SUSAN S. MURANISHI
COUNTY ADMINISTRATOR

June 13, 2019

Honorable Board of Supervisors
Administration Building
Oakland, CA 94612

**SUBJECT: PROJECT SEARCH: COUNTYWIDE PILOT INTERNSHIP PROGRAM
FOR ADULTS WITH DEVELOPMENTAL DISABILITIES**

Dear Board Members:

RECOMMENDATION:

It is recommended that your Board:

Approve in principle the Memorandum of Understanding (MOU) between Oakland Unified School District (OUSD) Adult and Career Education Department (OACE) of the and East Bay Innovations (EBI) to continue Project SEARCH, an unpaid internship program for people with developmental disabilities, for the term of 07-1-2019 through 6-30-2022.

BACKGROUND:

Project SEARCH is an on-the job training program for adults with developmental disabilities who are placed in County agencies and departments with the objective of providing work experience that will lead to competitive employment in the community. The year-long training program accepts 12 interns per year to experience hands on job training integrated with classroom instruction provided by OUSD OACE. East Bay Innovations provides job coaches, skills assessment and employment placement activities.

Your Board approved Alameda County's participation in Project SEARCH in July 2009, it was the first public sector Project SEARCH program in California. Your Board approved participation for Project SEARCH again in July of 2016. Since then, Alameda County agencies and departments have mentored over 108 interns with a graduation rate of 84% and a job placement rate of 86%. 96% of all individuals placed have been retained by their first employer after graduating from Project SEARCH. Through its participation in Project SEARCH, Alameda County creates equal access and a more diverse workforce and provides a life-changing opportunity for Project SEARCH interns and their families.

File ID Number: 19-1918
 Introduction Date: 10/10/19
 Enactment Number: 19-1509
 Enactment Date: 10/10/19 lf

**MEMORANDUM OF UNDERSTANDING BETWEEN THE OAKLAND UNIFIED SCHOOL
 DISTRICT/ADULT AND CAREER EDUCATION
 AND
 COUNTY OF ALAMEDA
 AND
 EAST BAY INNOVATIONS
 (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 "District"), and the County of Alameda, and East Bay Innovations ("EBI"). OUSD/ACE, County of Alameda and EBI may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS:

Whereas, County of Alameda is a local government entity with its principal place of business in the County of Alameda, State of California, located at 1221 Oak Street Suite 555, Oakland, California 94612; and

Whereas, County of Alameda is committed to providing adults with disabilities the opportunity for career exploration and preparation via unpaid government 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 government 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

C-2019-50

1. The term of this MOU shall be for three (3) years. The commencement date shall be July 1, 2019, ("Commencement Date") and unless sooner terminated under any provision hereof, this Agreement shall end on June 30, 2022 ("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.

County of Alameda SERVICES

2. County of Alameda shall:

- a. Accept twelve (12) students 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 training sites in order for a functional curriculum to be implemented through "hands on" instruction in the context of training.
- f. Provide each student with County identification badges 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, the County of Alameda 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 County of Alameda employee, to impair contracts or services or to fill any vacant position.
- m. Direct any concerns regarding OUSD/ACE adult education teacher 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 County of Alameda.
- c. Implement a functional curriculum which is specifically designed to meet the competencies generated by County of Alameda department heads for targeted training sites. Instruction will take place both in small groups and in individual training stations throughout County of Alameda.
- 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 the County of Alameda 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 the County of Alameda 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 the County of Alameda 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 the County of Alameda.
- 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 County of Alameda 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 County of Alameda 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 the County of Alameda 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 the County of Alameda.
- 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 County of Alameda.
- 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, County of Alameda and the Department of Developmental Services.
- e. Assist in implementing a functional curriculum which is specifically designed to meet the competencies generated by County of Alameda department heads for targeted training sites.
- f. Select, place, and evaluate a job coach instructional assistant assigned to Project SEARCH at County of Alameda 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 County of Alameda 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 County of Alameda 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 COUNTY OF ALAMEDA to determine which students are qualified and accepted into the Project SEARCH program.
- k. Work in collaboration with OUSD/ACE and County of Alameda 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 County of Alameda 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 County of Alameda 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 County of Alameda training sites.
- s. Ensure that each student or their conservator has consented in writing to participation in the Project SEARCH transportation training program.
- t. 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; and
- u. Ensure that all Project SEARCH students meet applicable health screenings and immunizations as required by the County.

TERMINATION

- 5. Any party may terminate this MOU with or without cause upon thirty (30) days written notice to the other Party(ies).

WAIVER

- 6. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach failure, right or

remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

INDEMNITY

7. County of Alameda shall 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 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 County of Alameda, its officers, employees or agents. County of Alameda 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 County of Alameda 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 County of Alameda, its officers, employees, or agents. This provision survives termination of this Agreement.

8. OUSD/ACE shall defend, indemnify and hold harmless County of Alameda 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.

9. EBI shall defend, indemnify and hold harmless County of Alameda 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. This provision survives termination of this Agreement.

INSURANCE

10. County of Alameda shall provide self-insurance coverage and provide copy of its certificate of Self Insurance for Liability and Worker's Compensation Liability.
11. OUSD/ACE 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 County of Alameda as an additional insured. Evidence of insurance is attached. Inclusion of OUSD and County of Alameda as an additional insured shall not affect the rights of either OUSD or County of Alameda to any claim, demand, suit or judgment made, brought or recovered against EBI. The policy shall protect County of Alameda, 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 local laws and regulations 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. This MOU represents the entire agreement of the Parties with the respect to the subject matter of this MOU. This MOU may be amended only by a writing signed by all Parties.
15. This MOU is entered into under, and subject to the laws of, the State of California. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in San Francisco, CA before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction.
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- 5.

Oakland Unified School District
1000 Broadway, Suite 680
Oakland, CA 94607
Attention: Superintendent,
Kyla Johnson-Trammell
Telephone: 510.879-8200

County of Alameda
1221 Oak Street, Suite 555
Oakland, CA 94612
Attention: County Administrator,
Susan S. Muranishi
Telephone: 510.272.6984

East Bay Innovations
2450 Washington Ave, Suite 240
San Leandro, CA 94577
Attention: Executive Director,
Tom Heinz
Telephone: 510.618-1580 ext. 11

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

COUNTY OF ALAMEDA

By: 

APPROVED AS TO FORM:



Donna Ziegler, County Counsel

By: *ANDREA WEDDLES*

6/13/19
Date

EAST BAY INNOVATIONS



Tom Heinz, Executive Director

5/22/19
Date

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng, President, Board of Education

Date

Kyla Johnson-Trammell, Superintendent

Date

APPROVED AS TO FORM:

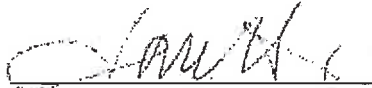
General Counsel

Date

Donna Ziegler, County Counsel

Date


EAST BAY INNOVATIONS



Tom Heinz, Executive Director

5/22/19
Date


OAKLAND UNIFIED SCHOOL DISTRICT



Aimee Eng, President, Board of Education

10/11/19

Date

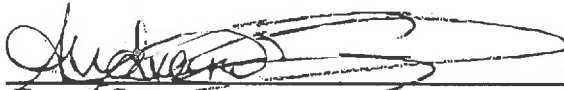


Kyla Johnson-Trammell, Superintendent

10/11/19

Date

APPROVED AS TO FORM:



~~General Counsel~~
ATTORNEY
OFFICE OF THE GENERAL COUNSEL

9.5.19
Date

File ID Number: 19-1918
Introduction Date: 10/10/19
Enactment Number: 19-1509
Enactment Date: 10/10/19 If

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at <https://www.sam.gov/>