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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Jennifer Blake, Executive Director, Special Education Department
David Cammarata, Director, Special Education Related Supports and Services

Meeting Date October 25, 2023

Subject Memorandum of Understanding – The U.S. Geological Survey - Secondary Transition to Employment Program – USGS Partnership (STEP-UP) Program – Special Education Department

Ask of the Board Approval by the Board of Education of a Memorandum of Understanding (MOU) by and between the District and The U.S. Geological Survey (USGS), Menlo Park, CA, for the latter to provide its Secondary Transition to Employment Program – USGS Partnership (STEP-UP) for the Special Education Department, for the period of September 29, 2023 through September 29, 2026, at no cost to the District.

Background The USGS has been collaborating with public school districts across the Nation to provide work-based learning experiences for students with disabilities, mostly ages 18-22, with the goal of promoting employability and independent living skills. Through STEP-UP, the USGS functions as a community-based partner that offers opportunities for the students to generalize and apply skills learned at school. The students work as USGS volunteers on projects supporting the USGS’s overall sciences portfolio and, through their service, gain valuable work skills and build their resumes so that they can confidently and successfully pursue future employment.

Fiscal Impact No Fiscal Impact

Attachments • Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE U.S. GEOLOGICAL SURVEY
AND
OAKLAND UNIFIED SCHOOL DISTRICT**

- I. Statement of Purpose.** This Memorandum of Understanding (MOU) is intended to formalize the relationship between the U.S. Geological Survey (USGS) and the Oakland Unified School District (OUSD) pertaining to the Secondary Transition to Employment Program – USGS Partnership (STEP-UP). The USGS has been collaborating with public school districts across the Nation to provide work-based learning experiences for students with disabilities, mostly ages 18-22, with the goal of promoting employability and independent living skills. Through STEP-UP, the USGS functions as a community-based partner that offers opportunities for the students to generalize and apply skills learned at school. The students work as USGS volunteers on projects supporting the USGS’s overall sciences portfolio and, through their service, gain valuable work skills and build their resumes so that they can confidently and successfully pursue future employment. USGS and OUSD are sometimes herein referred to as a “Party” and collectively as the “Parties.”
- II. Identification of Statutory Authority.** The USGS authority to enter into this MOU is pursuant to Public Law 99-591 that bestows permanent authority on the USGS to “prosecute projects in cooperation with other agencies, Federal, state, and private” (43 U.S.C. § 36c).
- III. Procedures to be followed and Responsibilities of the Parties.**
- a. The USGS will endeavor to . . .
 - i. Develop volunteer experiences for OUSD students with the goal of promoting employability and independent living skills, and to support student independence.
 - ii. Provide networking opportunities for teachers and students who wish to collaborate with USGS employees.
 - b. The OUSD will endeavor to . . .
 - i. Maintain a liability policy which covers student workers who are participating in nonpaid community work experiences. Maintain a comprehensive liability self-insurance plan and excess commercial insurance coverage with a \$1,000,000 limit for liability exposures.
 - ii. Provide OUSD staff to support student activities at USGS sites with an appropriate staff-student ratio that considers student needs as well as oversight of student activities. At least one OUSD employee will always be available to students while they are working on USGS projects.
 - iii. Provide, if needed, dedicated/additional job coach support to students at the beginning of their projects.
 - iv. Complete paperwork required for participation in STEP-UP, including volunteer service agreements, parent permissions (for students who are under 18 or who are over 18

but still under guardianship), and student emergency information forms.

- v. Share, when necessary, additional information required for USGS staff to support students. Such information will be shared only in accord with applicable law protecting student educational records and other confidential student information.
 - vi. Serve as the liaison between USGS employees and the students' parents or guardians, as needed.
 - vii. Provide opportunities for USGS staff to learn effective strategies and techniques for supporting students with disabilities.
 - viii. Require all students and staff participating in STEP-UP to adhere USGS policies, including the USGS code of conduct, the requirements set out in the *USGS Volunteer Handbook* (<https://www.usgs.gov/survey-manual/volunteer-science-handbook>) and the *Volunteer Q&As* (<https://www.usgs.gov/human-capital/volunteer-science-program-questions-and-answers>).
- c. Both Parties agree that:
- i. The students may support science projects both at and outside of USGS sites (i.e., some projects may be completed remotely). Students will have regular schedules tailored to their post-secondary goals and availability occurring between Monday through Friday during regular business hours. Students will be assigned USGS project hosts who will provide initial training and regular review of students' work.
 - ii. USGS does not provide for transportation or incidental costs for OUSD students and staff.
 - iii. The parties will collaborate to develop processes, discuss program operations, and evaluate program effectiveness.
 - iv. The Federal Tort Claims Act (28 U.S.C. §2671 et seq.) provides a means of addressing claims for personal injuries or property damage caused by the negligent or wrongful act or omission of any employee of the United States while acting within the course of his or her employment. Consistent with this legal authority, the USGS shall be liable, to the extent allowed by the Federal Tort Claims Act, for claims for personal injuries or property damage resulting from the negligent acts or wrongful act or omission of any USGS employee while, acting within the scope of his employment arising out of this MOU.
 - v. While it is the intent of the parties to fulfill their objectives under this Agreement, neither party is hereby making any commitments in excess of appropriated funds authorized by law or administratively made available.
 - vi. Each party shall be responsible for the activities of its own employees and agents, and no employment or agency relationship is created between the parties. OUSD students

who engage in STEP-UP are not considered employees of the USGS. This MOU does not imply an intention or requirement for future employment of STEP-UP participants.

- vii. This agreement contains all understandings between the Parties, and there are no other agreements, understandings, or representations set forth or incorporated by reference herein.
- viii. The Parties agree that if there is a change regarding the information in the following section, the Party making the change will notify the other Party in writing of such change.
- ix. Points of Contact.

For the USGS:	For the OUSD:
Chris Hammond STEP-UP Manager	Jennifer Blake Special Education Executive Director
12201 Sunrise Valley Drive, MS911 Reston, VA 20192	1011 Union Street Site 946, Oakland CA 94607
chammond@usgs.gov	jennifer.blake@ousd.org
703-648-6621	510-879-5003

IV. Administrative Provisions.



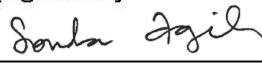


- a. Nothing in this MOU may be construed to obligate the USGS or any part of the United States Government to any current or future expenditure of resources either in advance of the availability of appropriations from Congress or when funds are available.
- b. This MOU cannot be used to obligate or transfer funds, personnel, supplies, equipment, or services between the Parties or to affect any type of binding commitment or obligation. This MOU does not commit the Parties to enter into any specific agreements for the purpose(s) of this MOU. Projects involving cost sharing or reimbursable funding between the Parties must be authorized in separate, follow-on agreements based on appropriate statutory authorities.
- c. This MOU does not create an actual or implied intention, or requirement for the USGS to enter into a contract or a financial assistance agreement.
- d. *Term.* This MOU shall remain in effect for 3 years upon the last signature of the Parties. This MOU may be extended at any time through an addendum mutually agreed upon and signed by the Parties.
- e. *Modification.* The Parties may amend or modify this MOU at any time through an agreement in writing with the written concurrence of the other party, signed by a duly authorized representative.

- f. *No Assignment.* No Party may assign any portion of this MOU without the prior written consent of the other Party. This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- g. *Termination.* The Parties may each terminate participation in this MOU at any time through written notification 90 days in advance of the proposed termination date to the other Party. This includes termination at will by either Party, or termination because either Party cannot fulfill its objectives because of lack of appropriated funds, unavoidable diversion of resources, or other circumstances legitimately preventing performance. Upon termination, all obligations from one Party to another shall cease subject to any continuing commitments, such as cooperation or data sharing, that may reasonably survive this agreement or be necessary to its orderly wind-down.
- h. *Data.* All data and information produced as a result of this MOU shall be available for use by the USGS in connection with its ongoing programs and for other government and public purposes and must comply with USGS Fundamental Science Practices requirements. This includes publication of results where appropriate, except in cases prohibited by proprietary and security considerations. Publications shall not include confidential student information without written authorization. The Parties will communicate to each other any concerns or limitations regarding data or information use of sharing as early as possible if such circumstances arise. This includes requested disclosures of protected information in response to Federal of Information Act (FOIA) requests, congressional inquiries, or other lawful disclosure requirements.
- i. *Press Releases.* The Parties shall coordinate all public statements and other disclosures regarding this MOU, and none of the Parties may enter any publicity regarding this MOU unless all the Parties consult and agree in advance on the form, timing, and contents of any such publicity, announcements, or disclosure. All public statement must be coordinated with the USGS Office of Communications and Publishing as well as the OUSD Manager of Public Relations, Communication, and Publications.
- j. *Dispute Resolution.* The signatories to this MOU shall expend their best efforts to amicably resolve any dispute that may arise under this MOU. Any dispute that the signatories are unable to resolve shall be submitted to the Director of USGS's Office of Science Quality and Integrity (or designee) and OUSD's Special Education Executive Director (or designee) for resolution.
- k. *No Creation of Additional Rights.* Nothing in this agreement is intended to create rights or expectations in any third-party and it is entered solely for the administrative convenience of the Parties. This agreement in no way restricts the USGS from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
- l. *Separate Agreements.* Any endeavor involving reimbursement or contribution of funds between the Parties will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be addressed in separate agreements that shall be made in writing by authorized representatives of both parties under appropriate statutory authority.



- m. Nothing in this agreement may be interpreted to imply that the United States, the Department of the Interior, or the USGS endorses any product, service, or policy of the OUSD. OUSD will not take any action or make any statement that suggests or implies such an endorsement.

VI. Approval/Signatures.

U.S. Geological Survey	Oakland Unified School District
	[signature]  Mike Hutchinson, President, Board of Education Oakland Unified School District 10/26/2023
Craig Robinson	Kyla Johnson-Trammell 
Director, Office of Science Quality and Integrity	Superintendent & Secretary, Board of Education Oakland Unified School District 10/26/2023
	[Date]
	[signature] 
	Sondra Aguilera
	Chief Academic Officer Oakland Unified School District
	[Date] 9/29/2023
	[signature]  <small>Jennifer Blake (Sep 29, 2023 09:49 PDT)</small>
	Jennifer Blake
	Special Education Executive Director Oakland Unified School District
	[Date] Sep 29, 2023
	[Signature]  <small>Roxanne De La Rocha (Sep 29, 2023 09:46 PDT)</small>
	Roxanne De La Rocha
	Staff Attorney Oakland Unified School District Approved as to form

Sep 29, 2023









STEP-UP MOU - OUSD - 2023 - Ready for Signature (1)

Final Audit Report

2023-09-29

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