



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

July 14, 2009

SUSAN S. MURANISHI
COUNTY ADMINISTRATORDONNA LINTON
ASSISTANT COUNTY ADMINISTRATORHonorable Board of Supervisors
Administration Building
Oakland, CA 94612

Dear Board Members:

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

RECOMMENDATIONS:

It is respectfully requested that the Honorable Board approve Alameda County entering into an agreement with East Bay Innovations (EBI) and Oakland Adult and Career Education of the Oakland Unified School District (OUSD OACE) to develop and implement Project SEARCH, an unpaid internship program for people with developmental disabilities, effective September 1, 2009.

DISCUSSION:

The proposed Project SEARCH program for Alameda County will replicate and build on the success of the Project SEARCH program at Children's Hospital Medical Center in Cincinnati, Ohio. This training program is a year-long unpaid internship for adults with developmental disabilities that will take place at Alameda County offices within the vicinity of the County Administration Building, 1221 Oak Street, Oakland. Total workplace immersion will facilitate a seamless combination of classroom instruction, career exploration and on-the-job training. The goal for each intern is competitive employment in the community using the skills they have acquired at their Alameda County internships.

Alameda County will assist with the internal "marketing" of the project, identify tasks within participating County departments, and provide on-the-job skills training experience for the interns. OUSD OACE will oversee the "hands-on" educational work experience component of the internship program. EBI will be the employment training partner, providing on-going support for interns through job coaching and overseeing job search and employment placement activities.

Alameda County will benefit greatly from this collaboration for it will increase the pool of qualified candidates, contribute to the diversity of the workforce, provide access to nationally recognized experts in employment programs for individuals with disabilities, create opportunities to provide valued community service through mentoring of Project SEARCH interns, and enhance the County's reputation

as a community leader in the disability movement to ensure equal opportunity and equal access for all. Additionally, the County's collaboration with education and non-profit leaders will make it possible to implement the first public sector Project SEARCH career training program in California.

The Personnel, Administration and Legislation (PAL) Committee recommended this request for Board approval at its July 13, 2009 meeting.

FINANCING:

OUSD OACE and EBI will be funding Alameda County's Project Search Program. Approval of this agreement does not increase net County costs.

Very truly yours,



Susan S. Muranishi
County Administrator

SSM:ae:wb
Attachment
v/eoo/project search/brd ltr

Cc: Agency/Department Heads

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") dated this ___ day of July 2009, is effective September 1, 2009 and is between Oakland Adult and Career Education, Adults with Disability Program of the Oakland Unified School District (herein referred to as "OUSD OACE"), the County of Alameda (herein referred to as "the County"), and East Bay Innovations (herein referred to as "EBI").(collectively the Parties)

WITNESSETH

WHEREAS, the County is committed to providing adults with disabilities the opportunity for career exploration and preparation via internships; and

WHEREAS, the County operates a number of administrative offices in the vicinity of 1221 Oak Street in the city of Oakland, state of California; and

WHEREAS, OUSD OACE, as part of its Adults with Disabilities program, is committed to providing educational instruction in subject areas consistent with emerging and enduring labor market trends; and

WHEREAS, OUSD OACE is committed to maximizing learning potential with students with intellectual, physical, emotional and learning difference 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 the County, OUSD OACE, and EBI agree as follows:

OUSD OACE, the County, and EBI shall partner to create and implement a Project Search program in Alameda County. Project Search will be a year-long unpaid student internship program for adults with disabilities. The County will provide job skills and training opportunities to 10 – 18 students at targeted County job sites while OUSD OACE will provide the curriculum, teachers, and certificates of completion and EBI will provide job coaches and employment placement activities. To ensure smart communication and coordinated efforts, an individual from each party will be designated as the liaison for the Project Search program. An internship within any given County department will be comprised of tasks from many positions, freeing County department staff to focus on key responsibilities while providing work experience and training opportunities to the interns. The interns will be assigned to specific County worksites on

a daily basis, two hours in the morning and two hours in the afternoon. An hour in the morning will be spent in a classroom setting wherein the teacher provides job skills training and another hour at the end of the work day will be spent in class with the teacher debriefing the interns on their work day. The goal for each Project Search student is competitive employment in the community using the skills they have acquired at their Alameda County internships.

SCOPE OF SERVICES

1. The County shall provide the following services:
 - a. Accept 10-18 students with disabilities annually to participate in the Project Search Program;
 - b. Identify a liaison to OUSD OACE and EBI to assist in communicating with and coordinating County departments participating in the Project Search program;
 - c. Provide a suitable area at no charge (preferably a separate room available for at least one hour each weekday morning and 1 hour each weekday afternoon) 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;
 - f. Assist in coordinating task analysis and mock job interviews with identified staff of participating departments;
 - g. For each Project Search student assigned to a training site at the County, assist OUSD OACE teachers and EBI job coaches in creating a list of training tasks that ensures that said student may realize maximum training benefits;
 - h. Provide written and/or oral feedback to OUSD OACE teacher regarding student performance in all training activities;
 - i. Consult the OUSD OACE adult education teacher supporting Project Search students regarding problems that may arise pertaining to student’s training performance;
 - j. Provide feedback regarding student progress and input if a student becomes no longer eligible, appropriate, or is not performing up to the program standards as determined herein;
 - k. Shall not utilize the services of any student pursuant to this agreement to displace or replace any County employee, to interfere with contracts or services with other entities or to fill any vacant position;
 - l. Direct any concerns regarding OUSD OACE adult education teacher and/or EBI job coach to the OUSD OACE Program Administrator;
 - m. Maintain and upon request provide proof of appropriate insurance as follows:
 - i. The County shall 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 for their employees. Employer’s liability insurance shall not be

less than One Million Dollars (\$1,000,000) per accident or disease for County employees.

- ii. The County shall maintain general liability insurance of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage;
 - iii. The County is not required and shall not provide Worker's Compensation Insurance for students, job coaches or other employees, representatives or agents of EBI, any such insurance is the responsibility of EBI. To the fullest extent permitted by law, EBI shall hold harmless, defend and indemnify the County, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of any Worker's Compensation claim by any EBI job coach, employee, representative or agent including for any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance under this Memorandum of Understanding.
 - iv. The County is not required and shall not provide Worker's Compensation Insurance for teachers, students or any OUSD OACE employees, representatives or agents, any such insurance is the responsibility of OUSD OACE. To the fullest extent permitted by law, OUSD OACE shall hold harmless, defend and indemnify the County, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of any workers compensation claim by any student, teacher or OUSD OACE, employee, representative or agent including for any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance under this Memorandum of Understanding.
- n. 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. OUSD OACE shall provide the following services:

- 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 the County of Alameda;
- c. Implement a functional curriculum which is specifically designed to meet the competencies generated by identified management staff of participating County departments. Instruction will take place both in small groups and in individual training stations throughout the County;
- d. Collect apportionment from the California Department of Education for the operation of the class;
- e. Select, place, and evaluate adult education teachers assigned to Project Search at the County through the OUSD OACE Program Administrator;
- f. Provide the appropriate rate of pay to the adult education teachers assigned to the Project Search program at the County as bargained for by the teachers' "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 in accordance with Oakland Unified School District personnel policies;
- h. Provide substitute personnel in accordance with OUSD OACE standard procedures in the event substitute teachers are required to temporarily fill any particular instructional vacancy;
- i. Provide instruction at the agreed upon schedule. Any change must be negotiated between the OUSD OACE Program Administrator and the County;
- j. Operate classes by mutual agreement of the Parties. 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;
- k. Determine students who are eligible to participate in the Project Search program and work with EBI and the County to determine which students are qualified and accepted into the Project Search program;
- l. Provide education, outreach and marketing to ensure that all eligible students receive equal access to the opportunity to participate in the Project Search program;
- m. Work in collaboration with EBI and the County 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;
- n. 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;
- o. Ensure that all Project Search students meet applicable health screenings and immunizations as required by the County;

- p. 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;
- q. Instruct Project Search students as to the County rules and regulations to be adhered to while performing training activities;
- r. Make suggestions regarding training site safety to ensure that requirements are met and that the health, safety and welfare of students are maximized;
- s. Advise Project Search students regarding appropriate professional apparel.
- t. In coordination with EBI and the County departments, maintain accurate records of student performance;
- u. Award certificates of competency to students who have successfully completed this program;
- v. Maintain and upon request provide proof of appropriate insurance as follows:
 - i. OUSD shall procure and maintain at all times during performance of such work, Worker's Compensation Insurance in conformance to the laws of the State of California and Federal laws when applicable for its instructors, teachers, students, student interns, substitute personnel, representatives and any OUSD OACE employees, representatives or agents Employer's liability insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease;
 - ii. To the fullest extent permitted by law, OUSD OACE shall hold harmless, defend and indemnify the County, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of any Worker's Compensation claim by any student, teacher or OUSD OACE, employee, representative or agent including for any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance under this Memorandum of Understanding.
 - iii. The Worker's Compensation policy is to be endorsed with a waiver of subrogation. The insurance company, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed under the Agreement.

3. EBI shall provide the following services:

- a. Provide the services of a job coach to act as an instructional assistant to the OUSD OACE teacher for the agreed upon scheduled hours to meet the educational and training needs of the students;
- b. Be responsible for providing appropriate instructional assistance in accordance with the standards set by the California Department of

- Education, the Oakland Unified School District, the County and the department of Developmental Services;
- c. Assist in implementing a functional curriculum which is specifically designed to meet the competencies generated by the County department heads for targeted training sites;
 - d. Select, place, and evaluate a job coach instructional assistant assigned to Project Search at the County through the EBI Program Administrator.
 - e. Provide the appropriate rate of pay to the job coach instructional assistant assigned to the Project Search program at the County as bargained for by their "employee representatives;"
 - f. Govern matters of discipline, grievances, and other terms of employment for the job coach instructional assistant assigned to Project Search at the County in accordance with EBI personnel policies;
 - g. Provide substitute personnel in accordance with EBI standard procedures in the event substitute teachers are required to temporarily fill any particular instructional vacancy;
 - h. Work with OUSD OACE and the County to determine which students are qualified and accepted into the Project Search program;
 - i. Work in collaboration with OUSD OACE and the County 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;
 - j. In coordination with OUSD OACE, 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;
 - k. Assist in instructing Project Search students as to the County rules and regulations to be adhered to while performing training activities;
 - l. Make suggestions regarding training site safety to ensure that requirements are met and that the health, safety, and welfare of students are maximized;
 - m. Advise Project Search students regarding appropriate professional apparel.
 - n. In coordination with OUSD OACE and County departments, maintain accurate records of student performance;
 - o. Assume sole responsibility for training students to utilize transportation options to and from County training sites;
 - p. Ensure that each student or their conservator has consented in writing to participation in the Project Search transportation training program;
 - q. Maintain and upon request provide proof of appropriate insurance as follows:
 - i. EBI shall procure and maintain at all times during performance of such work, Worker's Compensation Insurance in conformance to the laws of the State of California and Federal laws when applicable for its job coaches, teachers, students, representatives and any EBI employees, representatives or agents EBI shall

- maintain general liability insurance of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage.;
- ii. To the fullest extent permitted by law, EBI shall hold harmless, defend and indemnify the County, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of any workers compensation claim by any student, job coach and other employee, representative or agent of EBI, including for any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance under this Memorandum of Understanding
 - iii. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the County, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed under this Agreement

NOTICES

All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes including but not limited to notification of changes in contact personnel at the County, or OUSD OACE, or EBI, are as follows:

Personal delivery: When personally delivered to the recipient, notices are effective upon delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective upon delivery, if delivery is confirmed by the delivery service.

Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
County Administrator's Office
1221 Oak Street, Room 555
Oakland, CA 94612
ATTN: Anita Escandor, Diversity Programs

To OUSD OACE: Dick Stein, Administrator
Programs for Older Adults & Adults with Disabilities
2607 Myrtle Street
Oakland, CA 94607

To EBI: Tom Heinz, Director
303 West Joaquin Avenue, Suite 110
San Leandro, CA 94577

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address, or telex, or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

TERM OF AGREEMENT: This agreement shall be effective from July 1, 2009 through June 30, 2010, and shall automatically renew annually for one (1) additional 12-month term unless terminated in accordance with the termination provisions below.

TERMINATION: The absence of or failure to adhere to any of the aforementioned requirements under the Scope of Services section is sufficient grounds for the non-breaching party to terminate this Agreement. Termination for cause may be by any party upon fifteen days written notice to each of the other Parties stating the grounds for such termination.

In addition, any party may terminate this Agreement for convenience by providing written notice to each of the other Parties to the Agreement not less than (90) days prior to the end of the term. If timely notice of intent to terminate the Agreement is provided as set forth in the preceding sentence, this Agreement shall terminate at the end of the term, and shall not automatically renew for another 12-month term.

WAIVER: 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.

MUTAL INDEMNIFICATION : Each party shall defend, indemnify and hold harmless the other party (including its officers, employees and agents) from and against any and all liability, loss, expense, or claims for bodily injury or death of any person or damage to property arising out of the performance of this Memorandum of Understanding (collectively "Liabilities") but only in proportion to the extent such Liabilities are caused by or result from the negligent acts, omissions, or willful misconduct of the indemnifying party, its officers, agents or employees. This provision, and all other indemnification provisions, shall survive termination of this Agreement.

HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

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.

ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between the Parties relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the Parties and sets forth the entire understanding of the Parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both Parties.

TIME OF ESSENCE: Time is of the essence in respect to all provisions of the Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

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 this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

THE PARTIES hereto have executed this Agreement this ____ day of _____, 2009.

COUNTY OF ALAMEDA

Alice Lai-Bitker, President, Alameda County Board of Supervisors

OAKLAND UNIFIED SCHOOL DISTRICT

Noel Gallo, President, Board of Education

Edgar Rakestraw, Jr., Secretary, Board of Education

EAST BAY INNOVATIONS

Tom Heinz, Executive Director

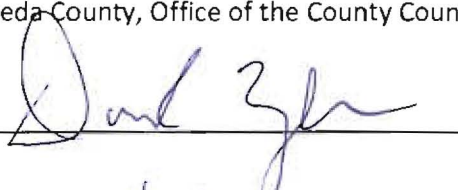
APPROVED AS TO FORM:

Jacqueline Minor, OUSD General Counsel

Approved as to Form:
Richard E. Winnie, County Counsel
Alameda County, Office of the County Counsel

By: _____

Date: _____


7/10/09