

**Memorandum of Understanding of Roles and Responsibilities for
Project SEARCH**

Embassy Suites by Hilton, Walnut Creek – Project SEARCH

The Parties to this Agreement are: Embassy Suites by Hilton Walnut Creek, California (“Embassy Suites”) ; Mt. Diablo Adult Education , a Department of the Mt. Diablo Unified School District (“MDUSD”): and Commercial Support Services, (“CSS”), an operation of Contra Costa ARC.

I. Purpose:

The Parties to this Agreement will collaborate and cooperate in order to create an Adult Model Project SEARCH Transition program at Embassy Suites in Walnut Creek, for interns with disabilities, and to foster and facilitate the acquisition of jobs by the participating interns as they complete their internships within Embassy Suites.

This Agreement specifies the roles and responsibilities of the Parties as they work in partnership to increase training and employment opportunities for persons with disabilities.

The program will be titled “Embassy Suites by Hilton, Walnut Creek – Project SEARCH”. It is modeled after Project SEARCH at the Children’s Hospital Medical Center in Cincinnati, Ohio.

II. Term

This Memorandum of Understanding will commence upon receipt of Board approval during the 2016-2017 school year, and will remain in force until the end of 2020-2021 school year. Prior to the conclusion of the 2020-2021 school year, the Parties will evaluate the outcomes of the MOU. Should the parties desire to extend or continue this Agreement beyond the term set forth above, they will execute a new agreement upon the expiration of the term set forth herein.

III. Roles and Responsibilities:

The Parties agree to the following roles and responsibilities.

A. Embassy Suites will:

- Provide a business liaison that is available to assist with internship and job site development, introduce Project SEARCH staff to Embassy Suites staff, market the program internally, and attend periodic meetings to discuss, evaluate program progress, and work with the Instructor and project staff to reinforce workplace rules.
- Provide six to nine (6-9) internship work sites and a point of contact at each site for the purpose of teaching competitive, marketable skills to the program participants. Facilitate job analysis of those sites for the Project SEARCH staff.
- Provide name tags, uniform shirts and a parking space for a Project SEARCH van.
- Provide managers of departments that are being used as internship sites to give direction, feedback and evaluation to interns during their internship rotations.
- Provide access to meeting space for occasional Open Houses and other events.
- Provide assistance to the Project SEARCH staff through the marketing department, including marketing materials and public relations expertise.
- Participate in the Advisory Committee to evaluate program progress, report outcomes, work toward continuous improvement.
- Assist, as available, with intern selection for the Project SEARCH program as a participating partner of the Advisory Committee.
- Provide access to hiring opportunities if a Project SEARCH intern is appropriate for an internal job opening.
- Acknowledge that during the course of performing services under this Agreement, it may come in contact with or become familiar with information which the District, its employees, and affiliates may consider confidential or are confidential as provided by law, particularly the California Education Code. This information may include, but is not limited to, information pertaining to District personnel, students, or third-parties. Embassy Suites agrees to maintain the confidentiality of all such information received in the course of performing services pursuant to this Agreement and, as a licensed professional, maintain such information in accordance with the rules and regulations applicable to said license. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

B. MDUSD will:

- Provide an Adults with Disabilities Instructor with transition experience to coordinate/teach the program.
- Arrange for designated classroom space for instruction of interns at the Embassy Suites location, Pleasant Hill Education Center or at a nearby business with space available. If possible, provide a separate Instructor/Job Coach space. In addition, confidential space will be made available for confidential school meetings.
- Adopt and/or adapt Project SEARCH curriculum and instructional materials that encompass employability skills, functional academics, transition, job development and job readiness.
- Provide a MDUSD liaison to attend periodic meetings to evaluate program progress, and to work with the Instructor and other MDUSD support staff and administration in order to implement the program goals and mission.
- Assist Embassy Suites in developing intern work sites, and in coordinating and monitoring intern activities.
- Facilitate student recruitment activities.
- Establish intern eligibility guidelines and select interns for the program as a participating partner of the Advisory Committee.
- Provide travel training for interns as necessary before program begins.
- Provide expertise in adaptations and accommodations, and implement as necessary.
- Provide liability insurance and workers compensation insurance for MDUSD Teachers, Administrators and Staff.
- Facilitate eligibility with Regional Center and the Department of Rehabilitation for each intern to allow for career counseling, job coaching and job development.
- Coordinate regular intern meetings with parents and the Department of Rehabilitation counselor to discuss and evaluate intern progress.
- Provide education and training to Embassy Suites employees as necessary regarding supporting people with disabilities in the workplace.

- Assist with internal job development by: examining existing open positions and determining their applicability for Project SEARCH interns; determining high turnover, entry level support positions, or other applicable positions for proactive job analysis; and recommending pre-screened applicants to Embassy Suites.
- Collect data on intern outcomes and report to all partners.
- Communicate with Cincinnati and Project SEARCH representatives for technical assistance, data collection and other issues related to model integrity.
- Assist with public relations activities to promote Embassy Suites and Project SEARCH.
- Assist with the selection of students for program as a participating partner of the Advisory Committee.
- Attend regular meetings to discuss and evaluate program progress.

D. Commercial Support Services will:

- Assist MDUSD as needed to identify intern work site opportunities for individuals with disabilities and perform job analyses.
- Provide liability insurance and workers compensation insurance for all Interns, and Commercial Support Services Administrators and Staff.
- As needed, provide Job Coaches to work with interns on internship sites at Embassy Suites or other host businesses.
- Assist with internal job development by: examining existing open positions and determining their applicability for Project SEARCH interns; determining high turnover, entry level support positions, or other applicable positions for proactive job analysis, and recommending pre-screened applicants to Embassy Suites-HR.
- Provide external job development in the community for Project SEARCH interns utilizing the skills they developed through the internship sites.
- Assist with program organization, planning, travel training, and internship site planning.
- Assist with the selection of interns for the program as a participating partner of the Advisory Committee.

- Provide expertise in adaptations and accommodations, and implement as necessary.
- Work with Department of Rehabilitation to assist with obtaining adaptations and accommodations as necessary, and to help secure funding for job coaching and job development.
- Assist with education and training Embassy Suites employees as necessary to support people with disabilities in the workplace.
- Attend regular meetings with team members from the Parties to this Agreement to discuss and evaluate program progress.
- Assist with public relation activities to promote Embassy Suites and the Project SEARCH program.
- Communicate with Cincinnati and Project SEARCH representatives for technical assistance, data collection and other issues related to model integrity.
- Acknowledge that during the course of performing services under this Agreement, it may come in contact with or become familiar with information which the District, its employees, and affiliates may consider confidential or are confidential as provided by law, particularly the California Education Code. This information may include, but is not limited to, information pertaining to District personnel, students, or third-parties. Commercial Support Services agrees to maintain the confidentiality of all such information received in the course of performing services pursuant to this Agreement and, as a licensed professional, maintain such information in accordance with the rules and regulations applicable to said license. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

IV. Measurable Objectives:

All Parties will work collaboratively to:

- Provide intern opportunities for a planned class of 6 participants with disabilities starting January 9, 2017 through September 1, 2017 and continuing for the duration of this agreement
- Provide support necessary to maximize the success of the interns.
- Develop a minimum of 6 internship work sites during each school year of the program, and continue to develop work sites as the program progresses.

- Ensure that internship sites teach marketable, competitive, and transferable skills for open jobs within the Embassy Suites system, the hotel/hospitality industry and the general community.
- Collect data on intern outcomes including productivity levels, hours worked per week, jobs, wages if applicable, and benefits, if applicable, received.
- Publicize the collaboration and program activities with a minimum of two written materials and two public presentations each school year.
- Assign a lead liaison or point person from each agency/party to serve as a core member of an Advisory Committee and meet at least quarterly to review progress and review the MOU.
- Additional meetings of members of the Advisory Committee may be held to discuss disciplinary concerns or other issues needing immediate attention.

V. Insurance

Each party shall at all times during the term of this Agreement, and at its own cost and expense, have in effect and provide proof of the same upon request, liability insurance of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Said insurance policy shall: (1) specifically cover the indemnity provisions of this Agreement; (2) cover the other parties to this Agreement and their governing board, officers, trustees, employees, and agents as additional insureds; (3) include the other parties on its general liability coverage as an additional insured by way of an additional insured endorsement and ensure such coverage remains in effect during the term of this Agreement.

VI. Indemnity

Each part shall to the fullest extent permitted by law and at its own expense indemnify, defend and hold harmless the other, their governing board, the individual members thereof, and all officers, employees and agents against all liability, loss, damage, and expense (including those for attorneys' fees) resulting from or arising out of their respective performance under this Agreement, to the extent that such liability, loss, damage, and expense was not caused by the sole negligence or willful misconduct of the indemnified party, or of its Governing Board, the individual members thereof, and all District officers, employees and agents.

VII. Termination of Agreement:

Any party to this agreement may terminate it by providing a written Notice of Intent to Terminate thirty (30) days before the end of the school year for adult education classes.

Notice will be given by U.S. Mail to the following:

FOR MDUSD:

Director, College & Career and Adult Education
Mt. Diablo USD
Loma Vista Adult Center
1266 San Carlos Avenue
Concord, CA 94518-1199
925-685-7340

FOR EMBASSY SUITES:

Veronica Brown, HR Manager
Embassy Suites by Hilton, Walnut Creek
1345 Treat Blvd.
Walnut Creek, CA 94597

FOR COMMERCIAL SUPPORT SERVICES:

Michele Ternes Division Director, Supported Employment Program
Commercial Support Services
2505 W. 10th Street
Antioch, CA 94509

VIII. Relationship of Parties:

No agent or employee of either party shall be deemed an agent or employee of the other party. Each party will be solely and entirely responsible for the acts of its agents, subcontractors, or employees.

In the event of the necessity of a disciplinary or corrective action of party agents, subcontractor or employees, the liaison representing the party will be notified and responsible to bring the matter through the appropriate channels of the party for resolution.

This Agreement is executed for the benefit of the Parties and the public generally. It is not intended nor may it be construed to create any third party beneficiaries.

Signatures:

**IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by dates and signatures affixed.
For Embassy Suites by Hilton, Walnut Creek – Project SEARCH**

**Mt. Diablo Unified School District
Director of Mt. Diablo Adult Education**

Signature: _____

Date: _____

Superintendent

Signature: _____

Date: _____

**Embassy Suites
Veronica Brown, HR Manager**

Signature: _____

Date: _____

**Commercial Support Services
Michele Ternes, Division Director**

Signature: _____

Date: _____