MEMORANDUM OF UNDERSTANDING (“MOU”)  

This MOU is entered into by and between the San Francisco Unified School District (“District”) by and on behalf of its WorkAbility I Program (“WAI”) and the below-named Business/Organization, regarding the student internship(s) for District student(s) placed at the Business/Organization, as detailed herein. This MOU is effective upon full execution by the parties and Board of Education approval.

The District agrees to be responsible for the following:

1. Function in the capacity of employer of record, and provide workers’ compensation coverage for youth in WAI hired through the District’s Human Resources Department (per Education Code section 51769).
2. Supervise Jewish Vocational Services (“JVS”), a District-contracted community-based organization that works directly with the Business/Organization worksite to implement the WAI program on behalf of, and in collaboration with, the District.
3. Identify student intern applicants who will be paid through WAI.
4. Process and forward to the District’s Human Resources Department all completed applications with required documentation in compliance with District hiring policies and procedures.
5. Distribute an information packet to the Business/Organization.
6. Process work permits for each student intern and forward a copy to the worksite.
7. Notify the worksite when student may report to work.
8. Process timesheets and arrange for check distribution; address and respond to all issues relative to the timesheets and/or payroll.

The Business/Organization agrees to be responsible for the following:

1. Ensure a safe work environment at all times.
2. Collaborate with WAI staff to provide meaningful work-based learning experiences for students, including acquisition of work-readiness and job skills; supply ongoing performance-based feedback to students and WAI staff.
3. The internship will not exceed student allotted hours of:
   a. 2 hours/day; 10 hours/week during the school year; and/or
   b. 4 hours/ day; 20 hours/week during the summer.
4. Return signed timesheets to the WAI office by fax, or by email and scan. Timesheets must be verified as accurate and submitted by the due date, in accordance with the payroll schedule.
5. Return all documents holding student’s personal data to WAI when internship ends (e.g. timesheets, emergency information, etc.).
6. Adhere to applicable local, state, and federal laws including without limitation laws regarding non-discrimination.
7. Notify the WAI program staff as soon as possible of any issues, needs, changes in hours of work, or other concerns.

The parties’ performance of this MOU shall comply with the Fair Labor Standards ACT (FLSA), including without limitation:

1. Adherence to state and federal child labor laws.
2. The training includes actual operation of the facilities of the Business/Organization. The intern(s) are under continued and direct supervision by responsible employees of the Business/Organization, aided by District/JVS staff for the WAI program.
3. Training is for the benefit of the intern(s) and WAI placements are not made to meet the labor needs of the Business/Organization.
4. Interns do not displace regular employees or vacant positions, nor have employees been relieved of assigned duties.

Signatures of the Parties:

IN WITNESS WHEREOF, the parties have executed this MOU per Board of Education Resolution #:_________ approved on __________.

BUSINESS/ORGANIZATION NAME

APPROVED:

By:____________________________

SIGNATURE OF AUTHORIZED SIGNATORY

NAME OF AUTHORIZED SIGNATORY

TITLE OF AUTHORIZED SIGNATORY

EMAIL:_______________________

TEL.:_________________________

ADDRESS:___________________

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

APPROVED:

By:____________________________

Reeta Madhavan, Chief Financial Officer

REVIEWED:

Contracts Office

APPROVED AS TO FORM:

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Cassie Coleman, Sr. Deputy General Counsel

RECOMMENDED:

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Robin D. Lewis, WorkAbility I Coordinator