



File ID Number	19-0622
Introduction Date	4/24/19
Enactment Number	19-0636
Enactment Date	5/8/19 If
By	

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Preston Thomas, Network Superintendent, High School  
Emiliano Sanchez, Coordinator of CTE Trades and Apprenticeship

**Board Meeting** April 24, 2019

**Title** Memorandum of Agreement - Cypress Mandela Training Center - High School  
Linked Learning Department

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**Purpose** Approval by the Board of Education of the Memorandum of Agreement between the District and Cypress Mandela Training Center. Services to be primarily provided to the High School Linked Learning Department for the period of June 10, 2019 through July 12, 2019

**Background**  
*A one paragraph*

Cypress Mandela Training Center is offering a five-week paid internship program for up to thirty-five (35) high school students from Fremont, Skyline, Oakland, Castlemont, and other Oakland high schools. The trades are lucrative career options that OUSD currently does not have the infrastructure to teach the skills to gain entry into the trades. CONTRACTOR has a strong proven track record of preparing students with the technical skills and knowledge for apprenticeships in the trades. CONTRACTOR also prepares students emotionally and socially for the work-ready behaviors required to be successful as they start to enter the pipeline into the Trades in the Bay Area.

**Discussion**  
*One paragraph summary*

Approval by the Board of Education of a Memorandum of Understanding between the District and Cypress Mandela Training Center Oakland, CA, for the latter to provide a five-week paid internship program for up to thirty-five (35) high school students; they will be introduced to Cypress Mandela Training Staff. The contractor will provide a curriculum that gives the students a holistic view of the requirements into the trades. The students' summer curriculum will include: Basic Project Estimating, Construction Elements, Project Management, Construction Tools and Proper Usage, Resume Writing, Nutrition, and Soft Skills (Interview Skills). The work activities will be completed under the supervision of the training staff for the period of June 10, 2019 through July 12, 2019.

**Recommendation** Approval by the Board of Education of the Memorandum of Agreement between the District and Cypress Mandela. Services to be primarily provided to the High School Linked Learning Department for the period of June 10, 2019 through July 12, 2019 for a cost of \$25,000.00 to the district.

**Fiscal Impact**

Career Technical Education Incentive Grant (CTEIG) will be used to pay the \$25,000.00 of the MOA for services of Cypress Mandela Training Center.

**Attachments**

Memorandum of Agreement

**MEMORANDUM OF AGREEMENT BETWEEN A CYPRESS MANDELA TRAINING CENTER, INC.  
(CMTC) AND OAKLAND UNIFIED SCHOOL DISTRICT (OUSD)**

**I. Parties**

The purpose of this Memorandum of Agreement (“MOA” or “Agreement”) is to establish a contractual relationship between Oakland Unified School District (“OUSD”) and Cypress Mandela Training Center, Inc. (“CONTRACTOR”).

WHEREAS, the CONTRACTOR’s services or program described in this MOA will be provided at no cost to OUSD students and parents.

BOTH PARTIES HEREBY enter into this MOA to enable CONTRACTOR to provide said services/program to OUSD high school students from various OUSD Schools.

**II. Payment/Compensation**

OUSD shall pay CONTRACTOR payable as follows: \$12,500, to be paid on May 30, 2019 and balance of \$12,500 on or before July 15, 2019 for a total of \$25,000 to perform all of the services set forth under this MOA.

**III. Contractor’s Responsibilities/Scope of Services**

- A. CMTC shall provide up to 35 OUSD High School students (at times, “Cohort”), as designated by OUSD, a five (5) week summer Pre-Apprenticeship program in the construction trades, scheduled for (Monday) June 10 through (Friday) July 12, 2019. The hours shall be from 8:30 PM - 3:00 PM, Monday through Thursday, and Friday 8:30am - 11:00am. All holidays will be observed. The students’ summer curriculum will include: Basic Project Estimating, Construction Elements, Project Management, Construction Tools and Proper Usage, Resume Writing, Nutrition, and Soft Skills (Interview Skills).
- B. CONTRACTOR agrees to provide said services to both young men and women OUSD students as designated by OUSD, and agrees that at least 30% (and ideally, 50%) of the Cohort will be female OUSD students.
- C. CONTRACTOR agrees to provide, at no cost to OUSD or any Cohort member, the necessary safety equipment for the Cohort to participate in this program. This includes, but is not limited to hard hats, protective eyewear, and safety gloves and t-shirts.
- D. The relevant experience of the CONTRACTOR personnel that will be providing the services: Cypress Mandela Training Center has been providing individuals pre-apprenticeship opportunities for over 26 years.

Expectations or goals below that are in agreement with your program’s services are as follows:

<b>5 Week Summer Program</b>
• Ensure a high quality instructional core
• Develop student's social health/skills
• Develop student's emotional health
• Develop student's physical health
• Develop student's cognitive and academic skills
• Create equitable opportunities for learning
• Ensure, maintain, or support high quality and effective instruction
• Prepare students for success in college, careers and pre-apprenticeship trades
• Help ensure, create, and/or sustain safe, healthy and supportive schools
• Create accountability for quality
• Increase, raise graduation rates

CONTRACTOR has a strong proven track record of preparing students with the technical skills and knowledge for apprenticeships in the trades. CONTRACTOR also prepares students emotionally and socially for the work-ready behaviors required to be successful as they start to enter the pipeline into the Trades in the Bay Area.

F. CONTRACTOR shall ensure that all CONTRACTOR personnel, including subcontractors, will comply with any policy and systems in place at OUSD and School(s). This includes, but is not limited to the following:

1. **Drug and Smoke Free**—No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs during the program hours or when students are present.
2. **Anti-Discrimination**—It is the policy of OUSD that in connection with CONTRACTOR's services in this MOA there shall be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. Therefore, the CONTRACTOR agrees to comply with applicable Federal and California laws.
3. **Conflict of Interest**—CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any OUSD employee to perform the services in this MOA, and affirms that to the best of its knowledge no such conflict presently exists. CONTRACTOR agrees to alert OUSD in writing if and when a potential conflict does arise.
4. **Family Education Rights and Privacy Act**—CONTRACTOR shall observe District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil and personnel records.
5. **Tuberculosis Screening** - CONTRACTOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code 49406 within the prior 60 days. If tuberculosis risk factors are identified, CONTRACTOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, the CONTRACTOR agent shall obtain

an x-ray of the lungs. At his/her discretion, CONTRACTOR agent may choose to submit to the examination instead of the risk assessment.

6. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services to OUSD under this Agreement."

G. **Insurance—**

1. **General Liability** – CONTRACTOR shall provide evidence of general liability insurance with at least \$1M in coverage that names OUSD as an additional insured, for the operation, students, volunteers, and personnel at location where CONTRACTOR provides programs/services, and furnish certificate of said insurance to OUSD.

2. **Workers' Compensation** - If CONTRACTOR employs any person to perform work in connection with this MOA, CONTRACTOR shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance in conformance with the laws of the State of California and federal laws, when applicable. The CONTRACTORS' Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. (The requirements under this Section G, 2. will not apply if CONTRACTOR initials the at the end of this sentence, where indicated, and by doing so confirms and represents that it does not employ anyone in the manner subject to the workers' compensation laws of California. \_\_\_\_ [initials]).

H. **Communication—** CONTRACTOR shall communicate with OUSD staff, both formally and informally, to ensure, to the best of the program's ability, that the CONTRACTOR'S services are aligned with OUSD's mission and objectives and is adequately meeting student's needs. At the request of OUSD staff, provide reasonable data and information to students participating in the CONTRACTOR's program. The points of contact for the parties are as follows:

Art Shanks, Cypress Mandela Training Center	Name
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977 - 66th Ave., Oakland, CA 94621	Address
(510) 208-7350	Phone Number
www.cypressmandela.org	E-mail

Please identify a contact person for the School site:

Emiliano Sanchez , Director of Career Technical Trades and Apprenticeship	Name
1000 Broadway, Suite 440, Oakland CA 94607	Address
(510) 879-2594; Cell (510) 384-5249	Phone Number
<a href="mailto:Emiliano.sanchez@ousd.org">Emiliano.sanchez@ousd.org</a>	E-mail

I. **Confidentiality**—CONTRACTOR shall maintain strict confidentiality of all information about individual students received under this MOA and will not disseminate such information without the express written consent of OUSD. CONTRACTOR will comply with FERPA, and will be allowed to use the data received to solicit funding to continue to expand its services/program, so long as there is no information from which the identity of any student in the CONTRACTOR’s program as a participant could be made.

**IV. Required Documents**

CONTRACTOR CANNOT commence the services agreed to in this MOA until it has submitted the following documents:

- An attached letter from Agency/Community-Based Organization/Non-Profit Organization on agency letterhead verifying all CONTRACTOR employees have been Fingerprinted/Criminal Background Checked and have TB clearance for this current fiscal year and signed by authorized personnel.
- Insurance—see Section G for specifications. CONTRACTOR must attach documentation of proof of insurance and additional insured endorsement naming OUSD as an additional insured.

**V. Responsibilities of Oakland Unified School District**

A. **Attire/Gear** - Provide suitable attire and gear for the Cohort, to be agreed upon by OUSD and the CONTRACTOR. OUSD agrees to pay for the Cohort’s required attire and gear as jointly negotiated.

**VI. Duration**

The term of this MOA is from June 10 through July 12, 2019.

## VII. Amendment

- A. This MOA may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

## VIII. Hold Harmless/Indemnity

Each party to this MOA agrees to indemnify and hold harmless the other for and from any claims, causes of action, or any other proceeding of any type or kind that is made against the other where such claim, cause of action or other proceeding arises from the conduct, act, omission, or commission by the other party.


## IX. Additional Provisions


- A. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint ventures of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.
- B. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this MOA.
- C. **Assignment:** The obligations of CONTRACTOR under this MOA shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
- D. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- E. **No Rights in Third Parties:** This MOA does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- F. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
- G. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's conflict of law principles. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.
- H. **Incorporation of Recitals/Exhibits:** The Recitals and each exhibit attached hereto, if any, are hereby incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this MOA, the terms and provisions of this


MOA shall govern.

- I. **Integration/Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- J. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- K. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- L. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved once it has been signed by the Board of Education and/or the Superintendent as the Board's designee.
- M. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, CONTRACTOR shall complete and return with the signed MOA a completed W-9 form.
- N. **MOA Publicly Posted:** This MOA, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.


IN WITNESS WHEREOF, the parties to this MOA have duly executed it on the day, month and year set forth below.

By:  Dated: 5/9/19 (MM/DD/YYYY)  
Aimee Eng  
President, Board of Education  
~~Preston Thomas, High School Network Superintendent/Executive Director~~  
~~Office of College and Career Readiness, OUSD~~

By:  Dated: 5/9/19 (MM/DD/YYYY)  
Kyla R. Johnson-Trammell  
Secretary, Board of Education  
~~Sondra Aguilera, Sr. Deputy Chief of Continuous School Improvement~~  
~~Oakland Unified School District~~

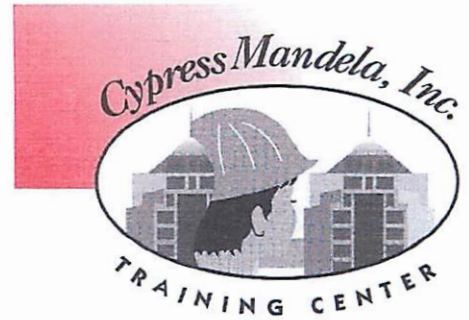
By:  Dated: 4/5/19 (MM/DD/YYYY)  
Art Shanks  
Cypress Mandela Training Center

Approved as to form:

By:  Dated: 4/5/19 (MM/DD/YYYY)  
MICHAEL L. SMITH  
Office of the General Counsel  
Oakland Unified School District



977 66th Avenue  
Oakland, CA 94621  
Tel: (510) 208-7350  
Fax: (510) 835-3726  
www.cypressmandela.org



## Statement of Qualifications

The Executive Director of the Cypress Mandela Training Center, Inc. (CMTC), Arthur Shanks, is a lifetime certified instructor/teacher and has met all the specific guidelines and qualifications from the state and federal institutions; he is also currently adjunct faculty for Peralta College. In addition to the Director's expertise, all CMTC instructors are certified as train-to-trainers and are journeymen instructors in their respective crafts through the Joint Apprenticeship Training Committee.

The curriculum that is used is detailed curriculum that is sanctioned nationally and through the state and also the applicable curriculum that the JATC uses for the various crafts. Our agreements and licenses allow us to use and copy the curriculums for administering training.

The CMTC has been in business for 27 years and is sanctioned and endorsed by the Central Building Trades Council, Alameda County Building Trades Council, the Federal highway Administration, Caltrans, the Environmental Protection Agency, The Justice department, Sheriff's Department, Oakland Unified School District, Peralta College, and all the JATC's for all the apprentice-able programs. We have Memorandum Of Understanding (MOU) agreements that allow students to have direct entry into the apprenticeships. Additionally, we are certified under the National Center for Construction Education and Research (NCCER), the Multi-Craft Core Curriculum (MC3), as well as under the Hazardous Materials Training and Research Institute (HMTRI).