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Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Lucia Moritz, High School Network and Linked Learning Office Superintendent
Emiliano Sanchez, Coordinator, CTE Trades and Apprenticeship, Linked Learning Office

Board Meeting Date March 25, 2020

Subject Memorandum of Agreement
Contractor: Cypress Mandela Training Center
Services For: High School Linked Learning Department For Summer Program

Action Requested and Recommendation Ratification by the Board of Education of a Memorandum of Agreement between the District and Cypress Mandela Training Center, Oakland, CA, for the latter to provide up to 35 District high school students (at times, "Cohort") as designated by District, five (5) week summer Pre-Apprenticeship Program in the construction trades, as described in the Scope of Work, incorporated herein by reference as though fully set forth, via the High School Linked Learning Department, for the period of June 8, 2020 through July 9, 2020, in an amount not to exceed \$27,500.00.

Background In 2017, the Oakland Unified Board of Education passed Board Policy BP 7116, which has four items that need action, this program addresses one item. Establish and fund a Summer Pre-apprenticeship Internship Program and a 3-year School Year Pre-Apprenticeship Program for at least thirty (30) students. Annually, for the 2016-17, 2017-18 and 2018-19, \$60,000.00 shall be allocated for the Summer Pre-apprenticeship Internship program.

Hence, Cypress Mandela Training Center is offering a five-week paid internship program for up to thirty-five (35) OUSD students. The trades are a lucrative career option 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.

Competitively Bid Was this contract competitively bid? No.
If no, exception: Cypress Mandela is only one of two Skilled Trades Pre-Apprenticeship Centers. And, they are the sole provider with the capacity to take work with our students over the summer.

Fiscal Impact Fund: Career Technical Education Incentive Grant (CTEIG) will be used to pay an amount not to exceed of \$27,500.00 for services of Cypress Mandela Training Center.



An additional amount of approximately \$40,000.00 for the stipends and transportation for students to the apprenticeship training centers. Stipend is \$1,000.00 per student. The Workforce Development Fund, \$0.20/work hour, is being used to cover these expenses.

Attachments

- Memorandum of Agreement

MEMORANDUM OF AGREEMENT BETWEEN THE 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 for the first 5 week program: \$15,000.00, to be paid on May 30, 2020 and balance of \$12,500 on or before July 1, 2020 for a total of \$27,500 to perform all of the services set forth under this MOA.

III. Cypress Mandela Training Center Responsibilities/Scope of Services

- A. **(5 week Summer Program)** 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 8 through (Friday) July 10, 2020. 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. CMTC 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. 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 27 years.
- D. Host the 2020 Summer Demonstration of Mastery for the OUSD Summer Internship Program
- E. Expectations or goals below that are in agreement with your program’s services are as follows

5 Week Summer Program
● 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

CMTC has a strong proven track record of preparing students with the technical skills and knowledge for apprenticeships in the trades. CMTC 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. 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 employees 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.

H. **Insurance**—

1. **General Liability** -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 a 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 Section D, 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]).

I. **Communication** - 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:

Eric Shanks, Cypress Mandela Training Center	Name
977 - 66th Ave., Oakland, CA 94621	Address
(510) 208-7355	Phone Number
eshanks@cypressmandela.org	E-mail

Please identify a contact person for the School site:

Emiliano Sanchez , Coordinator of Career Technical Trades and Apprenticeship	Name
1000 Broadway, Suite 440, Oakland CA 94607	Address
(510) 879-2594; Cell (510) 384-5249	Phone Number
Emiliano.sanchez@ousd.org	E-mail

- J. **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.

VI. Duration

The term of this MOA is from June 8, 2020 through July 10, 2020

VII. Termination/Amendment

A. Either party may terminate this MOA at any time, without cause, with sixty (60) days written notice to the other party so long as said termination notice is given on or before April 8, 2020. If either party gives such notice on or before April 8, 2020, any funds paid to the CONTRACTOR by OUSD shall be fully reimbursed to OUSD within thirty (30) days of said notice. Neither party may give notice of termination of this MOA beyond April 8, 2020.

B. 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. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.
- H. **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.

I. **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.

J. **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.

K. **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 when it has been signed by the Board of Education, and/or the Superintendent as its designee.

L. **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.

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

By:  Dated: 3/26/2020 (MM/DD/YYYY)

Jody London
President, Board of Education

By:  Dated: 3/26/2020 (MM/DD/YYYY)

Kyla R. Johnson-Trammell
Superintendent of Instruction Oakland Unified School District
Secretary, Board of Education

By: _____ Dated: _____ (MM/DD/YYYY)

Eric Shanks
Cypress Mandela Training Center

Approved as to form:

By:  Dated: 2/21/20 (MM/DD/YYYY)

Joshua R. Daniels, General Counsel
Oakland Unified School District