

Board Office Use: Legislative File Info.	
File ID Number	18-1023
Introduction Date	6/6/18
Enactment Number	18-0917
Enactment Date	6/6/18 os



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Board Meeting Date June 6, 2018
(To be completed by Procurement)

Subject Memorandum of Agreement - Cypress Mandela Training Center, Inc. (CMTC) (contractor) - High School Linked Learning Department (site/department)

Action Requested Approval by the Board of Education of the Memorandum of Agreement between the District and Cypress Mandela Training Center, Inc. Services to be primarily provided to High School Linked Learning Department for the period of June 18, 2018 through July 20, 2018.

Background
A one paragraph explanation of why the consultant's services are needed.

Cypress Mandela Training Center is offering a five-week paid summer 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 of the scope of work.

Approval 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 a five-week paid summer internship program for up to thirty-five (35) OUSD high school students; they will be introduced to Cypress Mandela Training Staff; contractor will provide a curriculum that gives the students a holistic view of the requirements into the trades; 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); work activities will be completed under the supervision of the training staff for the period of June 18, 2018 through July 20, 2018, in an amount not to exceed \$25,000.00.

Recommendation Approval by the Board of Education of the Memorandum of Agreement between the District and Cypress Mandela Training Center, Inc. Services to be primarily provided to High School Linked Learning Department for the period of June 18, 2018 through July 20, 2018.

Fiscal Impact Funding resource name (please spell out): 9397/California Apprenticeship Initiative in an amount not to exceed \$25,000.00.

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 or before July 1, 2018 and balance of \$12,500 on or before July 20, 2018 to perform all of the services set forth under this MOA.

III. Contractor’s Responsibilities/Scope of Services

- A. CONTRACTOR 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 18 through (Friday) July 20, 2018. The hours shall be from 8:30 AM - 3:00 PM, Monday through Thursday and Friday 8:30 AM - 1:00 PM. 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 25 years.

E. Please check **all** of the expectations or goals below that are in agreement with your program's services.

- 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
- Other: 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.

G. **Required Documents**— CONTRACTOR shall ensure that all CONTRACTOR personnel who will work directly with OUSD students have been: (a) fingerprinted; (b) submitted to a criminal background check via Livescan or a similar service as required by the Education Code, and (c) taken a tuberculosis test. Please see **Section IV** for the relevant documentation that is required.

H. **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 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—** 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
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
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.

IV. Required Documents

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

Contractor (Agency):

o 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.

B. Contractor:

o Insurance—see Section **III(D)** for specifications. Please 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 18 through July 20, 2018.

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: 5/3/18 (MM/DD/YYYY)

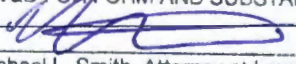
Preston Thomas, High School Network Superintendent/Executive Director
Office of College and Career Readiness, OUSD


By:  Dated: 5/9/18 (MM/DD/YYYY)

Sondra Aguilera, Sr. Deputy Chief of Continuous School Improvement
Oakland Unified School District

By:  Dated: 4/23/18 (MM/DD/YYYY)
Art Shanks
Cypress Mandela Training Center

Approved as to form:

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM AND SUBSTANCE
By:  Dated: 5/3/18 (MM/DD/YYYY)
(revised 5/3/18)
Michael L. Smith, Attorney at Law
Office of the General Counsel
Oakland Unified School District


Aimee Eng
President, Board of Education


Kyla R. Johnson-Trammell
Secretary, Board of Education

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at <https://www.sam.gov/>.



Cypress Mandela Training Center
977 - 66th Ave.
Oakland, CA. 94621

The Cypress Mandela Training Center is housed in a 71,000 plus square foot facility at 977 - 66th Avenue in East Oakland. The Center staff possesses extensive experience in construction fieldwork and construction project management.

Mission Statement

The Cypress Mandela Training Center is a community based organization dedicated to improving the lives of the people it serves by providing pre-apprentice construction and life skills training along with employment assistance.

Located in Oakland, a city of approximately 400,000 with one of the most ethnically diverse populations in the United States, the Cypress Mandela Training Center, Inc. offers a 16-week pre-apprenticeship program for Bay Area men and women over 18 years old. Training is both hands-on and in the classroom and prepares students for skilled trades jobs that are relevant to today's construction industry. Whether you are embarking on a new career or are interested in a job change, Cypress Mandela's FREE pre-apprenticeship program will take you where you want to go.

History

The Cypress Mandela Pre-Apprenticeship Training Program was created in 1993 in response to the damage and subsequent rebuilding resulting from the 1989 Loma Prieta Earthquake. Its original mission was to provide local residents with training and employment in repairing damaged freeways. In 1998 the Cypress Mandela Training Program merged with the Women in Skilled Trades Program, which originated at Laney Community College. This combined pre-apprentice training program functioned under the auspices of the Oakland Private Industry Council. In 2004 the Cypress Mandela Training Center, Inc. was formed as an independent non-profit corporation.



MEMORANDUM OF UNDERSTANDING ROUTING FORM 2017-2018

Basic Directions

Services cannot be provided until the MOU is fully approved and a Purchase Order has been issued.

1. Contractor and OUSD Administrator reach agreement about scope of work and compensation.
2. Contractor and OUSD Administrator agreed upon terms are reflected in the Memorandum of Understanding.
3. OUSD Administrator verifies contractor does not appear on the Excluded Parties List.
4. OUSD contract originator creates the requisition on IFAS.
5. Within 2 weeks of creating the requisition, the OUSD Administrator submits completed MOU packet to Legal for approval.

Agency Information

Agency Name	Cypress Mandela Training Center	Agency's Contact Person	Arthur Shanks
Street Address	977 66th Avenue	Title	Executive Director
City	Oakland	Telephone	510 208-7350
State	CA	Zip Code	94621
Email	ashanks@cypressmandela.org		
OUSD Vendor Number	1007465		
Attachments	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input checked="" type="checkbox"/> Statement of qualifications <input type="checkbox"/> Program Planning Tool and Budget <input checked="" type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. (www.sam.gov/portal/public/Sam/)		

Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date	June 18, 2018	Date work will end	July 20, 2018	Total Contract Amount	\$ 25,000.00
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Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
9397	CA Apprenticeship Initiative	9121338101	5825	\$ 25,000.00	R0184316
			5825	\$	
			5825	\$	
			5825	\$	

OUSD Contract Originator Information

Name of OUSD Contact	Emiliano Sanchez	Email	emiliano.sanchez @ousd.org		
Telephone	510 879-4118	Fax	510 879-4112		
Site/Dept. Name	912/High School Linked Learning	Enrollment Grades		through	

Approval and Routing (in order of approval steps)

Services cannot be provided before the MOU is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov>)

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			5/3/18
2. Resource Manager			
3. Network Superintendent/Deputy Chief/Exec Dir.			5/3/18
4. Cabinet (DSASEL, SBO, CFO)			
5. Board of Education or Superintendent			
Procurement	Date Received		

SAM Search Results
List of records matching your search for :

Search Term : cypress* mandela* training* center*
Record Status: Active

ENTITY	CYPRESS MANDELA TRAINING CENTER (CMTC), INC.	Status:Active
DUNS: 825895555	+4:	CAGE Code: 5RHG8 DoDAAC:
Expiration Date: Aug 18, 2018	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 977 66th Ave Ste B		
City: Oakland	State/Province: CALIFORNIA	
ZIP Code: 94621-3533	Country: UNITED STATES	