

Board Office Use: Legislative File Info.	
File ID Number	18-2689
Introduction Date	1/9/2019
Enactment Number	19-0083
Enactment Date	1/9/2019 lf



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, H.S. Network Superintendent & Exec. Dir. of Linked Learning Office
Emiliano Sanchez, Coordinator of Trades and Apprenticeship/Linked Learning Office

Board Meeting Date January 9, 2019

Subject **MOU with Building Trades Council of Alameda County for Multi-Craft Core Curriculum Course for Pre-Apprenticeship Program for August 23, 2018 to June 30, 2020**

Action Approval by the Board of Education of a Memorandum of Understanding between the District and the Building Trades Council of Alameda County, Oakland, CA, for the latter to provide the creation of a Pre-Apprenticeship Program for the period August 23, 2018 to June 30, 2020, in a total amount not to exceed \$30,000.00.

Background OUSD, through the Linked Learning Office, was awarded a California Apprenticeship Initiative Grant. The funds are to develop two skilled trades pre-apprenticeship programs - one at Skyline High School and the other at Fremont High School.

The Office of Oakland Adult and Career Education has an afterschool program in the skilled trades in collaboration with the Building Trades Council of Alameda County.

The MOU is necessary so that students in these programs can have full access to the Multi-Craft Core Curriculum Course as developed and recognized by the North America's Building Trades Unions. Students who successfully complete the program are considered apprenticeship ready.

Discussion OUSD will collaborate with the Building Trades Council of Alameda County to provide students access to the Multi-Craft Core Curriculum developed and recognized by the North America's Building Trades Unions.

Fiscal Impact OUSD will pay \$100 per student enrolled in the program per year. Therefore, OUSD's expenditures shall not exceed \$15,000 per year (for a total not to exceed amount of \$30,000).

The California Apprenticeship Initiative Grant funds will be used to pay the

expenses for students in Skyline's and Fremont's Pre-Apprenticeship programs. The Adult Education Department will pay for students in the afterschool program that is operated through the Adult Education Department.

Attachment

MOU.

Memorandum of Understanding Between Oakland Unified School District and Building Trades Council of Alameda County for Use of the Multi-Craft Core Curriculum (MC3)

The **BUILDING TRADES COUNCIL OF ALAMEDA COUNTY** ("Council") and the **OAKLAND UNIFIED SCHOOL DISTRICT** ("OUSD") (Council and OUSD shall be referred to collectively as "Collaborators" or "Parties") are parties to the MC3 Program to be established at OUSD. This Memorandum of Understanding ("MOU" or "Agreement") hereby memorializes the Collaborators understanding of the use of the Multi-Craft Core Curriculum ("MC3" and/or "Program").

1. **Term and Termination of MOU:** This MOU is in effect for the period of August 23, 2018 through June 30, 2020, and shall be coterminous with OUSD's Licensing Agreement with North America's Building Trades Unions ("NABTU"), or until cancelled by either the Council or OUSD. Either party may terminate this MOU at any time, without cause, with 30 days written notice to the other party. This Agreement may be amended by mutual written consent of the parties. All amendments to this MOU must be in writing and signed by both parties.
2. **Cost/Not to Exceed:** OUSD shall pay the NABTU \$100 per each student that is officially enrolled in the MC3 course with NABTU for students' access and use of the MC3 Program, including access to all necessary curriculum materials. OUSD's total not to exceed amount to be paid under this MOU is \$15,000 per year. OUSD will cap the number of students enrolled in the course so that it does not exceed this amount.
3. **Pre-Apprenticeship Training Curriculum:** Collaborators signify their commitment to using instructors trained in the MC3 Program, who shall be hired and compensated by OUSD, and to providing the following modules in the pre-apprenticeship training curriculum, according to the terms and conditions of the Licensing Agreement between North America's Building Trades Unions and OUSD.
 - a. *Safety Training.* Safety training on all aspects of the job – from tool use, to hazard recognition, fall protection and personal protective equipment – is critical both in the preparatory program and on a jobsite. Most students will need to learn more specific skills once they enter an apprenticeship, but they should be taught the basics of workplace safety and health.
 - b. *Focus on employability* - Incorporate basic workplace skills such as showing up on time, wearing the right clothes, bringing a lunch, working on a team and being responsive to a supervisor. Show evidence of communication with the registered apprenticeship program(s) about expectations and practices on the job site or within a given occupation, and how these practices are incorporated into the preparatory program.
 - c. *Physical fitness* - Incorporate into the preparatory program physical work that will be done in the apprenticeship career path, so students will be physically prepared. May include stretching, strength, flexibility and cardiovascular conditioning to the extent necessary for the trade or occupation the student is pursuing.
 - d. *Math skills* - Evidence of applied mathematical concepts relevant to the level of math the student will need to meet or exceed minimum qualifications and be a successful candidate in the apprenticeship program. Applied math concepts should identify common scenarios involving math for the trade or occupation to use in the classroom.
 - e. *Heritage of the American Worker* – Incorporate into curriculum, so students can show a solid foundation in understanding the history of the building and construction trades unions, apprenticeship programs, and workplace safety and construction industry standards, and the rights of the American worker.
 - f. *Engineering and Mechanical skills*-Evidence of applied mechanical concepts relevant to the level the student will need to meet or exceed minimum qualifications and be a successful candidate in the apprenticeship program. Applied mechanical concepts should identify common scenarios for the trade or occupation to use in the classroom. [Although Collaborators agree of the importance of this subsection (f), Collaborators also agree that this subsection (f) is not a requirement that must be satisfied in order for a student to receive certification through the MC3 Program.]

4. Other Requirements Applicable to the MC3 Program:

a. In order to ensure that students successfully learn the MC3 Program, the Collaborators agree that:

- i. They shall serve in an advisory role, to help evaluate student success through awarding the Certificate of Completion.
- ii. Representatives of any Joint Apprenticeship and Training Committee ("JATC") affiliated with the Council, including contractor representatives, may sit on any optional and mutually-formed advisory committees, for real industry input.
- iii. Collaborators agree that they will discuss, plan, and facilitate the provision of trade-related presentations to students; apprentices; journeypersons; and contractors.
- iv. Collaborators agree and understand that the commitment on the part of the Council and its affiliated unions to permit the use of the MC3 Program by OUSD is based upon a good faith collaboration. Should the Council evaluate and determine that the MC3 Program delivered by OUSD does not meet the needs of the building trades and apprenticeship community, authorization to deliver the MC3 Program may be rescinded by the Council.
- v. However, should the Council rescind OUSD' authorization to deliver the MC3 Program, OUSD shall be permitted to continue to use the MC3 Program for all then currently-enrolled students, and said rescission shall take effect after students' completion of the existing classes.
- vi. OUSD will include the following language on student documents in relation to the MC3 Program: **NOTICE: THIS PROGRAM IS AN APPRENTICESHIP-READINESS PROGRAM ONLY. PARTICIPATION IN AND/OR COMPLETION OF THE PROGRAM DOES NOT GUARANTEE ADMISSION INTO AN APPRENTICESHIP PROGRAM, ADMISSION INTO A UNION OR EMPLOYMENT IN THE CONSTRUCTION INDUSTRY. DECISIONS ON SUCH ADMISSIONS OR EMPLOYMENT ARE MADE BY THE INDIVIDUAL APPRENTICESHIP PROGRAM, UNION OR EMPLOYER AND NOT BY THIS PROGRAM. BY SIGNING THIS APPLICATION AND PARTICIPATING IN THIS PROGRAM, YOU INDICATE YOUR AGREEMENT AND UNDERSTANDING THAT NO PROMISES OR GUARANTEES OF ADMISSION TO AN APPRENTICESHIP PROGRAM OR A UNION OR EMPLOYMENT IN THE CONSTRUCTION INDUSTRY HAVE BEEN MADE TO YOU AND THAT NO ONE REPRESENTING THIS PROGRAM HAS THE AUTHORITY TO MAKE SUCH PROMISES OR GUARANTEES.**
- vii. The MC3 Program will only be used and taught in OUSD facilities or other mutually-agreed upon locations.

5. **Notices:** All notices provided for under this MOU shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below.

a. If to Council:

Name	Andreas Cluver, Secretary-Treasurer
Address	7750 Pardee Lane, Suite 100, Oakland, CA 94621

b. If to OUSD:

Name	Emiliano Sanchez, Director of Career Technical Trades & Apprenticeships
Address	1000 Broadway, Suite 440, Oakland, CA 94607

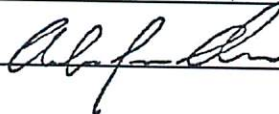
6. **Status of the Parties:** This MOU is not an employment or partnership agreement. Each party, in the performance of this Agreement, shall be and act as an independent contractor and separate entity from the other. Each party understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the other party, and is not entitled to benefits of any kind or nature normally provided employees of each of the respective parties and/or to which each of the respective party's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Further, participants in the Program are not employed by Collaborators, and are not entitled to benefits of any kind or nature normally provided employees of each of the respective parties and/or to which each of the respective party's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation.
7. **No Joint Liability:** Each party, in the performance of this Agreement, shall be and act as an independent contractor and separate entity from the other. Each party understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partners, or joint ventures of the other party,
8. **No Assignment & No Rights in Third Parties:** The obligations and rights under this MOU shall not be assigned without the express prior written consent of all of the parties. This MOU does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
9. **Waiver:** No delay or omission by either party in exercising any right under this MOU shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the MOU.
10. **Severability:** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
11. **Provisions Required By Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted in this MOU shall be deemed to be inserted herein and this MOU shall be read and enforced as though it were included herein.
12. **Captions and Interpretations:** Section and paragraph headings in this MOU are used solely for convenience, and shall be wholly disregarded in the construction of this MOU. No provision of this MOU shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this MOU shall be construed as if jointly prepared by the parties.
13. **Calculation of Time:** For the purposes of this MOU, "days" refers to calendar days unless otherwise specified.
14. **Litigation:** This MOU shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
15. **Incorporation of Recitals and Exhibits:** The recitals and each exhibit (if any) attached hereto are hereby incorporated herein by reference. The parties agree that to the extent any recital or document incorporated herein conflicts with any term or provision of this MOU, the terms and provisions of this MOU shall govern over any other recital or document.
16. **Integration/Entire Agreement of Parties:** This MOU 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.

- 17. **Counterparts:** This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 18. **Signature Authority:** Each party has the full power and authority to enter into and perform this MOU, and the person signing this MOU on behalf of each party has been given the proper authority and empowered to enter into this MOU.
- 19. **Contract Publicly Posted:** This MOU, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
- 20. **MOU Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this MOU until it has been formally approved by OUSD's Governing Board. This MOU shall be deemed to be approved when it has been signed by the Board of Education and/or the Superintendent, as its designee.

Building Trades Council of Alameda County

Printed Name of Representative Andreas Chwer

Signature of Representative  Date: 12/18/18


Oakland Unified School District

Printed Name of Representative _____

Signature of Representative _____ Date: _____

 1/10/19

Aimee Eng
President, Board of Education

 1/10/19

Kyla Johnson-Tramell
Secretary, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM AND SUBSTANCE

By: 
Michael L. Smith, Attorney at Law

12/18/18