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**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
*Community Schools, Thriving Students*

# Board Cover Memorandum

**To** Board of Education

**From** Denise Saddler, Interim Superintendent  
Sondra Aguilera, Chief Academic Officer  
Kim Jones, Director, Oakland Adult & Career Education

**Meeting Date** August 27, 2025

**Subject** Memorandum of Understanding - National Center for Construction Education & Research, Ltd. (NCCER) - Adult & Career Education Program

**Ask of the Board** Ratification by the Board of Education of a Memorandum of Understanding by and between the District and the National Center for Construction Education & Research, Ltd. (NCCER), Alachua, FL, for the latter to provide construction training and job placement assistance to OUSD students, via the Oakland Adult and Career Education (OACE) Department, for the period of August 14, 2025 through August 14, 2026, at no cost to the District.

**Background** NCCER has awarded OACE the Community Construction Academy grant in support of the Lowe's Gable Grant. This is a \$20,000.00 grant in joint collaboration to provide construction training and job placement assistance using their CORE curriculum to a cohort of 15 students. This pilot program will open opportunities for future funding and resource leveraging. with NCCER's partner network.

**Discussion** This is a pilot program to improve access to the construction industry . NCCER provides all tools, resources and support. and training for the OACE staff to implement the CORE curriculum.

**Fiscal Impact** No Cost to the District

**Attachment(s)** Memorandum of Understanding  
Exhibit A - Scope of Work

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is between the **National Center for Construction Education & Research, Ltd. d/b/a NCCER**, a 501(c)(3) non-profit education foundation, located at 13614 Progress Boulevard, Alachua, Florida 32615 (hereinafter "NCCER") and Oakland Adult and Career Education (Oakland Unified school District) with its principal place of business at **7929 Ney Ave, Oakland CA 94605** (hereinafter "**Training Partner**")

### 1. Objective

The objective of this MOU is to express the willingness of both parties to work collaboratively to accomplish the shared goal of **recruiting, training, and employing craft professionals. This MOU is limited in scope to learning cohort consisting of fifteen (15) students from Oakland Adult & Career Education located at 2607 Myrtle Street, #122, Oakland, CA 94607, supported by NCCER and the Lowe's Gable Grant as explained in Exhibit A.** All participants must be 18 years old or older.

Specific activities under this MOU will be identified through consultation between the two parties and attached hereto as one or more Addenda, if necessary

### 2. General Provisions

**2.1 Term of MOU** – This MOU shall be operational upon signing and will have an initial term of one (1) year (hereinafter "Term"). All activities conducted before this date within the vision of the joint collaboration will be deemed to fall under this MOU.

**2.2 Coordination** – In order to carry out and fulfill the aims of this agreement, each party will appoint an appropriate person(s) to represent its organization and to coordinate the implementation of activities.

**2.3 Technical Activities and Financial Obligations**– The Training Partner working with NCCER in support of the Lowe's Gable Grant agrees to be responsible for the following:

- a. Working with a cohort of students to ensure a minimum of 15 earn NCCER's Core: Introduction to Basic Construction Skills and OSHA-10 credentials by October 15, 2025.
- b. Delivering NCCER Core: Introduction to Basic Construction Skills curricula, OSHA 10 certification, plus (electrical, plumbing, HVACR, or carpentry modules) over a period of six to eight weeks and facilitating appropriate testing to allow participants to earn credentials.
- c. Supporting program participants with soft skills training and wrap-around services including but not limited to resume building, interview skills, and workplace readiness coaching.
- d. Working with NCCER to ensure every student creates a personal account on NCCER's CareerStarter platform and responds to the demographic questionnaire.
- e. Connecting with area employers to assist each graduate from each cohort in finding employment in the construction industry. The Training Partner may work with other organizations to facilitate employment connections but agrees to work with NCCER's

CareerStarter Program Manager to document all employment connections in CareerStarter.

f. Providing progress photos or videos of the cohort's learning progress for the purpose of promotion by either NCCER, Coalition on Adult Basic Education (COABE), or Lowe's Foundation. This requirement is subject to consent of individual students.

g. Providing data to support grant reporting on program impact. Such data will include demographic data on program participants, job placement, enrollment, credentials earned, and graduation rate.

h. Supporting the program impact goals by capturing photos and videos of events deemed important moments of the program; such determination may be made by each Training Partner. The Training Partner will ensure necessary releases are in place for each individual featured in photos and videos and agrees to allow NCCER, COABE and the Lowe's Foundation to share any such photos in the context of program promotion and celebration.

i. Holding a graduation ceremony for each cohort.

j. Allowing access to visitors from NCCER, COABE, or Lowe's Foundation to check on student progress and take photographs or videos of learners and instructors if students consent to photographs and videos.

k. Acknowledging that NCCER will provide program oversight and manage all relational contact with the Lowe's Foundation.

l. Agreeing not to market in print, social media, or any other form, the relationship with Lowe's Foundation, without written permission from NCCER. This partnership requires explicit approval from both NCCER and the Lowe's Foundation prior to marketing content being published. The Training Partner should submit all proposed marketing content to NCCER, who will manage the necessary approvals, and respond to the partner as soon as practically possible. Requests for media approval should be sent to Melissa Perkins, director of philanthropy and partnerships, via email [mp Perkins@nccer.org](mailto:mp Perkins@nccer.org)

**2.4 Confidentiality** – Each party shall keep, and cause its respective affiliates, officers, directors, employees and agents to keep confidential and not disclose or use for its own purposes (other than in connection with its stated obligations under this MOU) any non-public, confidential, proprietary information or trade secrets in oral, written, electronic or other form (and shall include information received, learned or resulting from tours of the other party's facility(ies)) which in any way shall relate to the other party (the "Disclosing Party") hereto, or to any Affiliate thereof, including, without limitation, the Disclosing Party's products, product formulations and specifications, customer lists, manufacturing processes, intellectual property (whether or not registered), business, know-how, pricing, methods, trade secrets and technology that shall be furnished or otherwise made available in connection with the negotiation and performance of this MOU (collectively, the "Confidential Information"). The obligation to keep such Confidential Information confidential shall continue during the Term and for a period of five (5) years after the expiration or termination of this MOU (except that it is understood that any Confidential Information that is considered a "trade secret" shall remain confidential for so long as it qualifies as a "trade secret" under applicable law); however, it shall not apply to any Confidential Information (i) that is now or later becomes publicly available through no fault of

the party which had received it (the "Receiving Party"); (ii) that the Receiving Party properly obtains from a third party lawfully entitled to disclose it; (iii) that the Receiving Party already has in its possession as indicated in its written records and was not acquired directly or indirectly from the party providing it; or (iv) the other party independently develops without any use of or reference to the Confidential Information.

**2.5 Termination** – This MOU shall terminate at the end of the Term set forth in Section 2.1, unless extended by the parties as set forth in Section 2.6. During the initial Term, either party may terminate the MOU upon 30 days' written notice to the other party.

**2.6 Extension of MOU** – The Term of this MOU may be renewed for additional terms by written agreement of the parties.

**2.7 Communications** – All notice, demands and other communication under this agreement in connection herewith shall be sent to the last known address, e-mail, or fax of the concerned party. Any notice shall be effective from the date on which it reaches the other party.

**2.8 Modifications** – Any modifications or additions to the provisions of this MOU shall be made via Addendum to this MOU and must be in writing and signed by both parties to be valid.

**2.9 No Transfer of Copyright Interests** – Any NCCER copyrighted intellectual property and/or derivative products thereof developed by NCCER to accomplish the objective of this MOU shall remain the sole property of NCCER. **OAKLAND UNIFIED SCHOOL DISTRICT** understands that it may use any access it may gain to these materials only to accomplish the objective of this MOU and for no other purpose without the express, written consent of NCCER.

**2.10 No Profit Sharing** – There is no express or implied agreement between the parties to engage in any profit-sharing with respect to the objectives of this MOU. Should the parties agree to any profit-sharing arrangement in the future, the terms of such agreement shall be set forth in an Addendum to this MOU in accordance with the terms hereof.

**2.11 Disclaimer of Legal Partnership** – While NCCER and **OAKLAND UNIFIED SCHOOL DISTRICT** may refer to one another as "Partners," it is expressly understood between the parties that no association, agency, apparent agency, employer/employee relationship, joint venture or legal partnership of any kind has been created.

[SIGNATURE PAGE FOLLOWS]

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

NATIONAL CENTER FOR

CONSTRUCTION EDUCATION AND  
RESEARCH, LTD., D/B/A NCCER

OAKLAND UNIFIED SCHOOL  
DISTRICT

Signature: 

Print Name: Boyd D. Worsham

Title: President + C.E.O.

Date: 5-30-2025

Signature: 

Print Name: Sondra Aguilera

Title: Chief Academic Officer

Date: 7/17/2025

*Approved as to Form by OUSD Legal*

  
Shalini Anadkat 5/30/2025



## **Exhibit A - Scope of Work**

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