CTWI
Construction Trades Workforce Initiative

**Memorandum of Understanding**
**Construction Trades Workforce Initiative & San Leandro Unified School District**
**Alternate Pathways to Career Success Through a Comprehensive MC3 Pre-Apprenticeship Program**
**September 2019 - June 2021**

This Memorandum of Understanding (MOU), established on August 19, 2019 between San Leandro Unified School District (SLUSD) and Construction Trades Workforce Initiative (CTWI), will be effective from September 3rd, 2019 through June 30, 2021. It outlines the roles of SLUSD and CTWI in the Alternate Pathways to Career Success Through a Comprehensive MC3 Pre-Apprenticeship Program.

In this document "we", "us", "our", "CTWI" refers to Construction Trades Workforce Initiative. "You", "your" "yours" "client" and "SLUSD" refers to the client organization listed below. "Program" refers to the program listed in the title above.

**1. Client Information:**
San Leandro Unified School District
Joanne Clark
Joanneclark@slusd.us
(510) 693-5394

**2. Grant Schedule and Program Description:**

***September 2019- July 2020***

During the first year of the program, SLUSD and CTWI will engage in planning, coordination, development, outreach and exposure for the MC3 pre-apprenticeship program that will launch in the following school year (2020-2021).

a) SLUSD and CTWI will educate and expose students, school staff, and families to careers in the union construction trades.
b) SLUSD and CTWI will align current Career Technical Education (CTE) curriculum with the Building Trades' MC3 Curriculum.
c) SLUSD and CTWI will develop a yearlong capstone MC3 course.

***August 2020-June 2021***
During the second year of the program, SLUSD will implement the Multi Craft Core Curriculum (MC3) pre-apprenticeship program at Lincoln Continuation School with CTWI's advisory support.

a) SLUSD will enroll and graduate 25-30 Lincoln Continuation Students in the MC3 course.

**3. SLUSD (Lead Partner) Project Staffing and Scope of Work:**

1. During the duration of this grant, SLUSD shall provide a lead program manager dedicated to the development and implementation of the MC3 program. Should the program require additional support, SLUSD shall increase staff capacity to support this role within a one (1) month period. This person will manage the program on behalf of SLUSD and be the point person that shall:

a) coordinate and facilitate monthly meetings/calls with internal and external partners.
b) establish agendas and timelines with specific deliverables for internal and external meetings.
c) serve as the liaison between CTE instructors and external partners.
d) plan and lead all workshops/trainings that support the implementation of the MC3 program.
e) maintain and adhere to MC3 program requirements in a timely manner set by CTWI/NABTU (see MC3 MOU attached).
f) lead and oversee activities 2-10 (listed below).

2. During the 2019-2020 and 2020-2021 school year, SLUSD shall lead the organization and planning of the 5-part Trades Exposure Program that educates students, families and staff about career paths in the union construction trades.

3. During the 2019-2020 and 2020-2021 school year, SLUSD shall plan and lead three (3) workshops per year that will educate and expose SLUSD community members to the union construction trades.

4. During the Fall of 2019 and 2020, SLUSD's Teaching, Learning and Education Department shall lead the efforts in supporting current CTE building & construction trades teachers by planning and facilitating workshops on how to incorporate components of the MC3 into their existing CTE model curriculum standards to ensure students will have the opportunity to earn certification once they complete the MC3 course.

5. During the Summer of 2020 and 2021, SLUSD shall outreach, plan and lead the 2-week Summer Construction Trades Program to ensure that at least 15 students are provided with the opportunity to tour union apprenticeship training centers, gain hands on construction experience, receive OSHA and First Aid training through partnerships with Cypress Mandela Training Center and 4 (or more) union construction trades.

6. During the 2019-2020 School Year, SLUSD shall take the lead in developing a yearlong capstone MC3 course, and will follow all requirements set in the MC3 MOU (see attached).

7. During the 2019-2020 School Year, SLUSD shall outreach and recruit one hundred (100) students with the goal of enrolling 25-30 in the MC3 course during the following school year.

8. During the 2019-2020 School Year, SLUSD shall identify qualified CTE instructors that will go through MC3 curriculum training and shall deliver the MC3 curriculum meeting the obligations set in the MC3 MOU (see attached) during the following school year (2020-2021).

9. During the 2019-2020 School Year, SLUSD shall purchase $20,000 worth of construction tools, MC3 certificates, equipment and safety materials to ensure that students receive quality and safe hands on construction training during the 2020-2021 school year.

10. During the 2020-2021 School Year, SLUSD shall implement the MC3 program and ensure that 25-30 students will complete the program and enroll in a registered union construction apprenticeship program or a post high school MC3 program where they will continue their education of the union construction trades.

11. After the 2020-2021 School Year, SLUSD shall track student outcome and inform CTWI of student's eventual job placement results. SLUSD will make a good faith attempt to provide CTWI with the student's official test scores if they are released.

**4. CTWI (Supporting Partner) Project Staffing & Scope of Work**

1. During the duration of this grant, CTWI shall provide a lead program manager dedicated to the development and implementation of the MC3 program at SLUSD. This person shall manage the program on behalf of CTWI and be the point person that shall:

g) attend monthly meetings/calls with internal and external partners.
h) meet specific deliverables for internal and external meetings.
i) serve as the liaison between SLUSD and union construction trades partners.
j) plan and facilitate workshops/trainings that support the implementation of the MC3 program.
k) support and oversee activities 2-10 (see below).

2. During the 2019-2020 and 2020-2021 school year, CTWI shall support the organization and planning of the 5-part Trades Exposure Program that educates students, families and staff about career paths in the union construction trades.

3. During the 2019-2020 and 2020-2021 school year, CTWI shall plan and support three workshops per year that will educate and expose SLUSD community members to the union construction trades.

4. During the Fall of 2019 and 2020, CTWI shall provide technical assistance in supporting current CTE building & construction trades teachers on how to incorporate components of the MC3 into their existing CTE model curriculum standards to ensure students will have the opportunity to earn certification once they complete the MC3 course.

5. During the Summer of 2020 and 2021, SLUSD shall coordinate visits to 4 (or more) union construction trades apprenticeship centers.

6. During the 2019-2020 School Year, CTWI shall provide input on how to design and implement the MC3 program.

7. During the 2019-2020 and 2020-2021School Year, CTWI shall invite union apprenticeship representatives to lead hands-on workshops and/or coordinate field trips to union apprenticeship training centers, in order to expose participants to different crafts.

8. During the 2020-2021 School Year, CTWI shall provide updates regarding which trades will be bringing on new apprentices in the coming months, in order to help guide participants' employment goals.

9. During the duration of the grant, CTWI shall advocate for the inclusion of MC3 program graduates into apprenticeship programs when drafting Project Labor Agreements/Community Workforce Agreement with the City of San Leandro.

**4. Program Cost:**

1. In Year 1 (September 2019-July 2020 School Year), CTWI shall receive payment of $20,000 for support in planning and developing the MC3 program at SLUSD.

2. In Year 2 (August 2020-June 2021 School Year), CTWI shall receive payment of $10,000 for advisory and support in the implementation of the MC3 program.

**5. Billing and Payment**

1. In Year 1, (September 2019-July 2020 School Year) SLUSD shall make 2 payments of $10,000. The first payment of $10,000 will be made by November 1st, 2019. The second payment of $10,000 will be made by May 1st, 2020. CTWI shall submit an invoice on the 1st of the month. SLUSD shall make payments within thirty (30) days of receipt of invoice.

2. In Year 2, (August 2020-June 2021 School Year) SLUSD shall make 2 payments of $5,000. The first payment of $5,000 will be made by November 1st, 2020. The second payment of $5,000 will be made by May 1st, 2021. CTWI shall submit an invoice on the 1st of the month. SLUSD shall make payments within thirty (30) days of receipt of invoice.

Payment can be made by check to:

Construction Trades Workforce Initiative
Attention: Beli Acharya
7750 Pardee Lane Suite 100
Oakland, CA 94621

**6. Changes to the Program or Services Planned**

1. Cancellation or Reduction of Program or Services Planned:

a.Once a contract has been signed, should you decide to cancel or reduce the contracted services, CTWI requests that we be given a minimum of two (2) weeks notice of such changes. In the absence of such notice CTWI will hold SLUSD responsible for payment for contracted services equal to the notice period.

2. Early Start Dates or Additional Services Planned:

a. CTWI can only guarantee a start date two weeks following the signing of a Memorandum of Understanding. If an earlier start date is proposed we will make every effort to accommodate your request and will keep you informed of the program's status.

b. Any requests for additional services, increases in staff or additional days or times of the program will be accommodated to every extent possible and will be covered under an addendum to the program's Memorandum of Understanding.

**7. Student Data**

1. CTWI will be informed of student's eventual job placement results. SLUSD will make a good faith attempt to provide CTWI with the student's official test scores if they are released.

2. CTWI shall maintain strict confidentiality of all information about individual students received and will not disseminate such information without the express written consent of SLUSD.

3. CTWI will have rights to publish aggregate data about the program for publicity reasons.

4. Only with the express written consent of SLUSD, CTWI will have rights to publish group photos of the students for publicity reasons. However, CTWI will ask for permission beforehand.

**8. Insurance**

1. CTWI is covered by general liability insurance ($1,000,000) and workers' compensation through Marsh & McLennan Insurance Agency. A proof of insurance certificate can be shared with the client upon request.

**9. Cross Indemnification**

Each party to the contract shall indemnify, defend and hold harmless, the other party, and its officers, agents and employees, from any and all liabilities and claims of any nature or damages of any character whatsoever, including death, sickness or injury to persons or property from any cause whatsoever arising from or connected with the operations or services of the Contractor, resulting from the conduct, negligent or otherwise, in whole or in part, of the Contractor, its agents, representatives, or employees to the extent permitted by law.
The Contractor, and the agents and employees of the Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of CTWI.

**Signatures:**

By signing below, all parties agree to the program plan as partners in the implementation of this program. Failure to abide by this MOU may cause partnership to become void. In the event that this MOU is breached, San Leandro Unified School District and Construction Trades Workforce Initiative will convene a meeting to discuss any issues and necessary changes to this MOU.

Client Representatives: _____ _____

Joanne Clark
Senior Director, Educational Services Division
San Leandro Unified School District

Date

Construction Trades Workforce Initiative: Beli Acharya 9/3/2019

Beli Acharya
Executive Director

Date

SAN LEANDRO UNIFIED SCHOOL DISTRICT

# CONTRACTED SERVICES AGREEMENT

INSTRUCTIONS:

1. Submit Contracted Services Agreement for Board Approval at least 1 month prior to services.
2. Forms must be completed with all required signatures and have Board approval before the consultant/independent contractor can perform services for the District. (Requests submitted after services are performed will jeopardize payment.)
3. Clearances must be obtained with Human Resources Dept. (if applicable) prior to the start of services. Originating Dept. will follow up with HR once the contract is received.

Requested by: Joanne Clark / [signature] / 9/30/19
(SLUSD) Print Name / Signature / Date

Name of Consultant/Organization: Construction Trades Workforce Initiative

7750 Pardee Lane Suite 100 Oakland CA 94621
Address / City / State / Zip

646-338-7367 / _____ / Beli@ctwi-btca.org
Telephone Number / Fax Number / Cell # or E-Mail Address

SCOPE OF WORK: Implement MC3 Pre Apprenticeship Program

LOCATION OF SERVICES: SLUSD

DATE(S) OF SERVICE: 10/1/2019 to 6/30/2021

ESTIMATED COST: $30,000 (and/or hourly Rate: $_____)

NAME OF PROGRAM: SWP Pre-Apprenticeship

BUDGET NUMBER: 010-5809-6388-3800-1000-018-18—194 (or ASB funds____)

Administrator/Program Manager Approval:
Joanne Clark / [signature] / Date: 9/30/19
Print Name / Signature

Consultant/Contractor:
Beli Acharya / [signature] / Date: 9/3/2019
Print Name / Signature

Business Manager: Initial: _____ Date: _____ Human Resources: Initial: _____ Date: _____

The Contracted Services Agreement must include the following before going to Purchasing Dept. for processing. Check off and attach all documentation that applies.

___ BOARD APPROVAL DATE: _____
___ Clearances with Human Resources: _____Fingerprinting ___TB
___ Add as Vendor ___W-9 Tax Form ___EDD form (Employment Development Dept.)
___ Copy of Requisition ___Invoice Attached

*Note: District staff cannot be employed as a consultant/independent contractor.*

Distribution:
___Originating Department ___Human Resources ___Purchasing Department