Memorandum of Understanding Between San Leandro 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 **SAN LEANDRO UNIFIED SCHOOL DISTRICT** ("SLUSD") (Council and SLUSD shall be referred to collectively as "Collaborators" or "Parties") are parties to the MC3 Program to be established at SLUSD. 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 September 2021 through June 2023, and shall be coterminous with SLUSD's Licensing Agreement with North America's Building Trades Unions ("NABTU"), or until cancelled by either the Council or SLUSD. 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:** SLUSD shall pay NABTU $100 per each student that officially completes the MC3 course for students' access and use of the MC3 Program, including access to all necessary curriculum materials.

3. **CTWI:** The Council authorizes Construction Trades Workforce Initiative (CTWI) to act as the collaborator on behalf of the Council, and perform duties such as evaluate SLUSD's effectiveness in implementing the Pre-Apprenticeship Training Curriculum.

4. **Pre-Apprenticeship Training Curriculum**: Collaborators signify their commitment to using instructors trained in the MC3 Program, who shall be hired and compensated by SLUSD, 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 SLUSD.

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.]

5. **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 SLUSD is based upon a good faith collaboration. Should the Council evaluate and determine that the MC3 Program delivered by SLUSD 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 SLUSD' authorization to deliver the MC3 Program, SLUSD 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. SLUSD 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. In order to ensure that training does not occur in excess of job opportunities in the region, SLUSD will share apprenticeship placement data and be in communication with the Council and apprenticeship community to ensure that the numbers of individuals being trained is consistent with existing employment opportunities. viii. The MC3 Program will only be used and taught in SLUSD facilities or other mutually-agreed upon locations.

6. **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 Beli Acharya, Executive Director CTWI

Address 7750 Pardee Lane, Suite 100, Oakland, CA 94621

b. If to SLUSD:

Name Joanne Clark, Senior Director, Educational Services SLUSD

Address 835 East 14th St., Ste. 200
San Leandro, CA
94577-3767

6. **Status of the Parties**: This MOU is not an employment or partnership agreement. 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. **MOU Contingent on Governing Board Approval**: SLUSD shall not be bound by the terms of this MOU until it has been formally approved by SLUSD’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_____

Signature of Representative_____
Date: _____

San Leandro Unified School
District

Printed Name of
Representative_____

Signature of Representative_____
Date: _____