



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 12.1f

Meeting Date: November 17, 2022

Subject: Approval of Memorandum of Understanding with Sacramento-Sierra Building and Construction Trades Council Regarding Union Educational and Career Development Support

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Facilities Support Services

Recommendation: Board to approve the Memorandum of Understanding (MOU) between Sacramento City Unified School District and Sacramento-Sierra Building and Construction Trades Council Regarding Union Educational and Career Development Support

Background/Rationale: The Board of Education approved a Project Labor Agreement (PLA) with the Sacramento-Sierra Building Trades Council in June 2022. The PLA contained Article 12.5 that called for, among other items, the creation of a MOU that further defines additional mutually agreed upon actions to meet the goals and objectives pertaining to Union Educational and Career Development Supports for District students and teachers.

Financial Considerations: None.

LCAP GOAL (s): College, Career and Life Ready Graduates; Safe, Emotionally Healthy and Engaged Students; Family and Community Engagement; Operational Excellence

Documents Attached:

1. Union Educational and Career Development Support MOU

Estimated Time of Presentation: N/A

Submitted by: Rose F. Ramos, Chief Business and Operations Officer
Nathaniel Browning, Director of Facilities

Approved by: Jorge A. Aguilar, Superintendent

**MEMORANDUM OF UNDERSTANDING BETWEEN SACRAMENTO
CITY UNIFIED SCHOOL DISTRICT
AND
SACRAMENTO-SIERRA BUILDING AND CONSTRUCTION TRADES COUNCIL
REGARDING UNION EDUCATIONAL AND CAREER DEVELOPMENT SUPPORT**

This Memorandum of Understanding ("MOU") is entered into as of November 17, 2022 by and between the Board of Trustees of the Sacramento City Unified School District ("District") and the Sacramento-Sierra Building and Construction Trades Council ("Council"), and the local Unions, signatories to the Project Labor Agreement. The District, the Council and the local Unions are collectively referred to as the "Parties." This Agreement shall be enforceable only following execution by the Parties and ratification or approval by the District's governing board.

RECITALS:

- A. The Parties executed a ("PLA") on or about June 9, 2022;
- B. Pursuant to Article 12 of the PLA, the Parties agreed that the PLA is intended to formalize partnerships between the Unions and the District to support the educational and career development of District students enrolled in a District construction, manufacturing, engineering or related pathway ("CTE Pathway") and to help develop the next generation of skilled construction workers;
- C. Consistent with Article 12.5 of the PLA, the Parties met and identified additional mutually agreed upon actions to meet the goals and objectives of the PLA and specifically including but not limited to consideration of: (1) measures to facilitate teacher training in Multi-Craft Core Curriculum (MC3); (2) measures to provide student employment opportunities through externships, internships and/or post-graduation apprenticeship placement; (3) measures to provide hands-on training opportunities for students; (4) measures to facilitate identification of funding sources to provide recent women, minoritized and low-income District graduates scholarships or assistance in the purchase of tools and other equipment needed for apprenticeship programs; (5) support to identify and find funding for a Pre-Apprentice/ Internship/ Apprenticeship Coordinator to assist District Academies; and
- D. The purpose of this MOU is to memorialize these additional commitments by the Parties in satisfaction with Article 12.5 of the PLA.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the Parties do hereby agree as follows:

- 1. **Term and Renewal.** This Agreement shall commence on the date upon which it is executed by both Parties and ratified or approved by the District's governing board. The duration of the MOU shall be the same as the PLA. The MOU is also subject to termination in accordance with the processes as set forth in the PLA or as otherwise permitted by law.
- 2. **Mentorships.** The Council will create a formal mentorship during students' junior year that encompasses the breadth and scope of the construction pathway, "management to construction worker" and all trade and job opportunities in between including engineers and architects. There will be four mentor sessions throughout the students' junior year, each session taking place during the school day. The specific dates will be determined by

each school site and its advisory board. The Parties agree to define mentorships by March 1 of every school year for the following year.

3. **Field Trips.** At least one field trip per quarter will be scheduled and calendared by August 15th of every school year. Each District CTE Pathway will have its own set of field trips throughout the school year. Field trips will include 4-5 hours of field instruction at the Council's affiliate member's apprenticeship training centers during the school day, with a hands-on project for the students to complete. There will also be at least one field trip offered to each middle school with CTE Lab class students, also calendared by August 10 of each school year.
4. **Guest Speakers.** Council will create a "speaker series" aligned to the MC 3 content. Council will provide the speakers and coordinate all arrangements for speaker events with the appropriate District staff. Speakers may include alumni, parents, trade professions, etc. These events will be scheduled and calendared by September 1st, every school year.
5. **Advisory Boards.** The Council agrees to have a member sit on each District CTE Pathway advisory board and one member sit on the District's advisory board. The Parties will collectively determine the relevant advisory boards in place at the Annual Evaluation Meeting.
6. **Internships.** The Parties agree to continue discussions to explore options for Council to provide internships for students. The intent is to find possibilities for internships, job shadowing at a contractor's place of business, summer camps, or other opportunities that will take place during the summer between a students' junior and senior years. The Parties agree to define internships by March 1 of every school year for the following year.
7. **Training for CTE Teachers.** The Parties recognize that the National Building Council is always updating and upgrading MC3 curriculum. The Council will provide MC3 training and a refresher course as curriculum changes and is updated.
8. **Scholarships.** Funding is needed to purchase equipment, boots, union dues, tools, etc. and provide them to student apprentices. Historically the Council and Union members have identified non-profit partners to provide "tool kits," including boots, for student apprentices. The Council will partner with the District to find funding sources and to identify scholarship recipients. The Parties agree to meet by March 1 of every school year to jointly determine which students may need scholarships for the following year.
9. **Annual Evaluation of Effectiveness on Article 12.** It is the Parties' intent that this MOU be a living document that is subject to changes to include items that may take additional time to define and implement. As such, the Parties agree to continue working on this MOU after its execution including but not limited to meeting by September 1st of each operative year of the PLA, to discuss the effectiveness of these actions consistent with the goals and objectives articulated in Article 12. The Parties will assess possible adjustments to the application of the MOU to best support student learning and achievement in a beneficial manner to the Parties including, but not limited to: apprenticeships, stackable certificates, and teacher externships.
12. **Amendments to MOU.** Any modification of this MOU must be in writing and executed by duly authorized representatives of both Parties specifically indicating the intent of the Parties to modify this MOU. No such modification or amendment shall be effective absent

approval or ratification by the District's governing board. In the event of changes in laws, the Parties agree to negotiate modifications to this MOU as required by applicable law.

13. Dispute Resolution. Any and all disputes arising out of the interpretation or performance of this MOU shall be subject to the following procedure until a resolution is reached. Once the Parties have exhausted the procedures stated in (a)-(b), below, each may pursue a remedy as entitled to them by law.

(a) The disputing party shall provide written notice of the dispute to the other party. Thereafter, the Council's designee shall meet with the District Superintendent or designee within thirty (30) days to attempt informal resolution of the dispute.

(b) If this joint meeting fails to resolve the dispute, the District and the Council shall enter into non-binding mediation before a mutually agreed upon mediator, with the costs of the non-binding mediation to be split evenly between the Parties.

14. Severability. If any provision or any part of this MOU is for any reason held to be invalid or unenforceable or contrary to law, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.

15. Venue. The Parties agree that any legal action to enforce the terms of this MOU shall be brought in the appropriate court in Sacramento County, California.

16. Governing Law and Authority. In the event of a conflict between the law and terms of this MOU, the law shall prevail, and any such conflicting terms shall be severed from this MOU and nullified. To the extent that this MOU is inconsistent with any of the terms of the PLA, the terms of this MOU shall supersede the terms of the PLA. The Parties further agree to jointly make any modification of this MOU or the PLA needed to effectuate changes in state or federal laws following the execution of this MOU.

17. Notices. All notices, requests, and other communications under this MOU shall be in writing and submitted in writing to the addresses set forth below. Notice shall be deemed given on the second day following the mailing of notice by certified mail.

To District:

To Council:

18. Entire Agreement. This MOU contains the entire agreement of the Parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the Parties with respect to the subject matter of this MOU.

19. Counterparts. This MOU may be executed in counterparts, each of which shall constitute an original. Facsimile or scanned emailed copies of signature pages transmitted to other Parties to this MOU shall be deemed equivalent to original signatures on counterparts.