

Contract Template: Pre-apprenticeship Partnership

Contract use notes:

This contract was written in partnership with our pre-apprenticeship partner who agreed to fund the students' first day of training. Under our program, students begin their apprenticeship training on their second day of the program. The pre-apprenticeship safety training occurs on the first day.

Field notes:

Fields are delineated in this contract template using <<Field>> formatting. For the most part they are self-explanatory, i.e.: <<Address>> indicates that an address should take the place of <<Address>>.

<<Contract Start Date>> through <<Contract End Date>> should define the period under which the last student would be allowed to test. For example, if a student enrolls late, but within the drop/add period, and misses the first day of class, the student will complete the pre-apprenticeship portion on his/her first day, and begin his/her apprenticeship the following day provided that the student passed the safety module. The <<Contract End Date>> should be the last day by which that would occur.

About Exhibit 1: These are our standard TAACCCT clauses that are added to any contract that uses TAACCCT resources. This contract was facilitated by our Business Engagement Manager (a TAACCCT funded resource), the training was provided by a TAACCCT funded instructor, classroom supplies and training facility were provided through TAACCCT. Only one of those conditions would have needed to occur to trigger the addition of the mandated clauses to be included in the contract. We recognize that many sections of Exhibit I may not apply to all contracts, we were finding that sections that should have been included on some of our early contracts were missed because it may not have been readily apparent at the time the contract was drafted those particular sections were necessary. As a result, we simply add Exhibit I to all of our TAACCCT impacted contracts.

Keywords: template, taaccct, mou, apprenticeship, pre-apprenticeship, contractor, contract, contracts, compliance, regulations, grant, laws, organization, training, wages, occ, onondaga community college.

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MEMORANDUM OF UNDERSTANDING

Between Onondaga Community College (OCC),
located at 4585 West Seneca Turnpike, Syracuse, New York, 13215 and
<<Organization>>, <<Address>>, <<City>>, <<State>> <<ZIP>>

The signatories of this Memorandum of Understanding (MOU) declare their intention to participate in a partnership for the purpose of delivering pre-apprenticeship training to students enrolled in the <<Program Name>> program. The parties of this MOU have reached the following understanding:

Statement of Work: <<Organization>> received a grant award from the American Apprenticeship Initiative grant program and will partner with OCC to provide training for future apprentices of employer partners in <<County>>. The funding provided through this grant will cover one-day safety training for students enrolled in the <<Program Name>> program.

Contract Term and Termination: This agreement shall be in effect for the period of <<Contract Start Date>> through <<Contract End Date>>. <<Organization>> and OCC reserve the right to terminate this agreement with written notice submitted no later than 48 hours prior to the beginning of training.

Dates of Training: Training will be held on the following dates: <<Date of Training>> or the first day the student attends <<Program Name>> Program.

Deliverables:

- A minimum of # students will complete Introduction to Safety training, not to exceed #
All students will successfully complete the training they receive
Students will be provided Introduction to Safety module completion certificates

Location: All training will be held at the <<Organization>> <<Address>>, <<City>>, <<State>> <<ZIP>>

Tuition and Payments: Payment for tuition is due upon receipt of invoice. OCC will invoice <<Organization>> upon completion of the training program. <<Organization>> agrees to pay OCC the following amount for the following program:

Introduction to Safety: \$300 per student

Indemnification: <<Organization>> further covenants and agrees to indemnify, defend and hold harmless Onondaga Community College, the County of Onondaga, its offices, agents, and employees, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of its agents in connection with this Agreement. <<Organization>> agrees to abide by all conditions and requirements detailed in Exhibit I.

Construction: This Agreement will be construed under the laws of New York State with venue in a Court of competent jurisdiction in Onondaga County, New York.

Authorized Signature and Title

Authorized Signature and Title

Date: _____

Date: _____

<<Name>>, <<Title>>
Onondaga Community College

<<Name>>, <<Title>>
American Apprenticeship Initiative Grant
<<Organization>>

EXHIBIT I

Clauses Required and Agreed to for Federal Funded Contracts

- A. In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws. During the term of any contract, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. If the contract is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 of September 24, 1965 entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41C.F.R. Part 60) and with any rules, regulations and guidelines as the State of New York or the United States shall issue to implement these regulations. The Contractor shall allow access by the grantee, the sub-grantee, the Federal agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audits, examinations, excerpts, and transcripts. The Contractor agrees to retain all pertinent records for three years after OCC makes final payment and all other pending matters are closed.
- B. The contractor acknowledges compliance with the Davis-Bacon Act, as amended (40 U.S.C. 3141 - 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction") for all contracts \$2,000 or more. In accordance with the statute, contractors acknowledge that wages paid to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. The contractor acknowledges compliance with the Copeland "Anti -Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The contractor acknowledges it is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The contractor should be aware that OCC must report all suspected or reported violations to the Federal awarding agency.
- C. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). If the contract award is \$100,000 or more and involves the employment of mechanics or laborers, the contractor acknowledges compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the contractor agrees to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week will be compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- D. OCC acknowledges that all new works shall be published as Open Educational Resources (OER) under a Creative Commons CC-BY-SA 4.0 license within (2) quarters of the material reaching a final draft status. These materials will be published in accordance with Trade Adjustment Assistance Community College and Career Training (TAACCCT) Grant Program guidelines, and made publicly available to all, and may be modified or redistributed by others so long as the derivative work includes the following statement: "Terms of use: This work is licensed under a Creative Commons Attribution 4.0 Generic License. It is attributed to OCC, [insert authors], and the original version can be found here. This work was supported in part by a USDOL TAACCCT grant." When citing in print, a working URL to the original content should be used. When citing online, a working hyperlink on the word "here" needs to be used. A working hyperlink on the words USDOL TAACCCT to link to <https://doleta.gov/taaccct> or the current USDOL TAACCCT website. Use or adaptation of these works is granted so long as the subsequent materials also retain a CC-BY-SA license. The contractor acknowledges and agrees that OCC shall own all rights, title and interest in and to all works prepared by OCC under this Agreement and all other Work Product created or produced by Onondaga Community College under this Agreement, solely or jointly with others, including all intellectual property rights therein, during the period of this Agreement (collectively, "Work Product"). OCC grants the contractor a perpetual, free and unrestricted license to use, display, modify, edit, copy, appropriate, or create derivative works of the Work Product, compliant with CC-BY-SA 4.0 licensing. To the extent all or any portion of such Work Product may be subject to copyright protection, OCC acknowledges and agrees that the contractor's sole obligation is to clearly acknowledge, within any subsequent use, OCC's ownership and copyright as stated above. The contractor agrees to comply with all copyright laws.

- E. The contractor acknowledges compliance with Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) for all Contracts awarded in amounts excess of \$150,000. The contractor must report violations to the Federal awarding agency, the Regional Office of the Environmental Protection Agency (EPA) and to OCC.
- F. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- The contractor acknowledges compliance with Executive Order 12549, as amended by Executive Order 12689, "Debarment and Suspension", and 48 CFR 9.406-409; federal funds cannot be used to contract with any parties listed on the government-wide exclusions in the System for Award Management (SAM). By executing this agreement, the contractor makes the required certification.
 - The contractor acknowledges compliance with Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.