

MEMORANDUM OF UNDERSTANDING/AGREEMENT

BETWEEN

The UNITED STATES COAST GUARD

AND

The OAKLAND MILITARY INSTITUTE

**REGARDING USE OF FACILITIES TO PERFORM PHYSICAL FITNESS
ACTIVITIES**

- 1. PARTIES.** The parties to this Agreement are the United States Coast Guard and the Oakland Military Institute, located in Oakland, California.
- 2. AUTHORITY.** This Agreement is authorized under the provisions of 14 U.S.C. §§ 504, 701; 42 U.S.C. §§ 12501, *et seq.*; Cal. Ed. C. §§33306, 33350, 35160, 35161; Coast Guard Civil Rights Manual, COMDTINST M5350.4E, Chapter 4 (Establishing policy for implementing the National Partnership in Education Program); United States Coast Guard Diversity & Inclusion Action Plan 2019-2023 (ALCOAST 252/20).
- 3. PURPOSE.** The purpose of this Agreement is to set forth terms of mutual cooperation by which the *OAKLAND MILITARY INSTITUTE* will partner with the *UNITED STATES COAST GUARD* (herein referred to as *COAST GUARD*) to fulfill the educational and physical fitness needs of its student body while introducing the cadets to *COAST GUARD* missions, members and opportunities for military service.
- 4. BACKGROUND.** The OAKLAND MILITARY INSTITUTE (OMI) is a public college preparatory academy founded in 2001 by then Oakland Mayor Jerry Brown and funded by the State of California. It is located at 3877 Lusk Street in Northwest Oakland and its student body represents a variety of diverse cultures and backgrounds (approximately 53% Hispanic, 18.8% African American, 18.6 % Asian, 4.2% Caucasian, and 5% of other including Native Americans, Pacific Islander, multi-racial, etc.). The Mission of *OMI* is to provide a structured and rigorous academic program where cadets develop as leaders, scholars, critical thinkers and citizens. Through a military framework, the school inspires honor and pride within its cadets, cultivating life-long respect, confidence, physical fitness, wellness and appreciation for others. Upon graduation, cadets will have completed the A-G requirements for admission to the Cal-State and University of California College school systems as well as top private and public universities nation-wide. One of the tenets of *OMI* is to help its cadets achieve a maximum level of personal fitness and wellness. Aquatics instruction is an integral part of second physical education courses. Unfortunately, *OMI* does not own a swimming pool at which to teach cadets to swim, nor does it have any sports or recreational facilities such as an indoor sports court to facilitate its interscholastic sporting competitions (e.g., volleyball, basketball). Another tenet of *OMI* is the development of leadership in its

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cadets. Formal classroom and field leadership training and exercises are part of the curriculum of the school. *OMI* desires to provide its cadets with opportunities to visit and conduct leadership training aboard military bases with the support of military personnel and base resources.

5. RESPONSIBILITIES.

A. *OAKLAND MILITARY INSTITUTE*:

1. Shall arrange for base access via Base Alameda's Officer of the Day (OOD) or Security Division or a Sponsoring Coast Guard unit.
2. Shall provide to the above-mentioned individual(s) at least 24 hours prior to the planned base access the following:
 - a) The name and cellular telephone contact information of the lead chaperone.
 - b) The full names of students, instructors, chaperones and expected sporting event spectators.
 - c) Estimated time of arrival/departure to/from CG Base Alameda.
 - d) During COVID protocols, responsible for providing to Base Security proof of vaccination status or proof of a recent negative COVID test (w/in 3 days of visit) prior to Base entry.
3. Shall be responsible for ensuring compliance with all applicable state and federal laws and regulations as well as Base Alameda instructions/policies regarding standards of conduct, emergency procedures (e.g., earthquake, EMS) and base access (valid driver's license, registration and insurance for vehicles).
4. Shall ensure zero use policy of alcohol/drugs while on Coast Guard Island. Any person/vehicle occupants suspected to be under the influence of alcohol/drugs will not be permitted access to Coast Guard Island and may be subject to Base banishment. necessary by Coast Guard personnel.
5. Shall ensure all students, instructors, chaperones and spectators are aware of and utilize only those areas permitted (enclosure 1).
6. Shall ensure its representatives and participants comply with the requests and directions of the COAST GUARD safety and security personnel while onboard Base Alameda.
7. Shall designate and provide qualified adults to supervise students at all times while on Coast Guard Island.
8. Shall conduct a safety brief before every cadet activity contemplated in this Agreement.
9. Shall immediately notify the *COAST GUARD* of any hazardous conditions noticed or problems encountered via Base Alameda's OOD, Security Division or the office of Base Alameda's Commanding Officer.
10. Shall fully cooperate with the *COAST GUARD* or its representatives in the event the *COAST GUARD* determines an administrative/criminal investigation is warranted into events transpiring from the execution of this agreement.

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11. Shall designate and provide at least one individual to serve as an on-site safety supervisor at all times *OMI* cadets are onboard Base Alameda.
12. Shall provide a certificate of liability insurance for no less than \$10,000,000 naming the United States, the United States Coast Guard and all of their employees, agents, contractors and members as additional insureds, and shall indemnify and hold harmless the United States, the United States Coast Guard, their employees, agents, contractors and members from all losses of whatever nature arising from the activities contemplated in this Agreement; and shall obtain and provide to the *COAST GUARD* written releases and liability waivers to the same effect from the parent or legal guardian of each *OMI* cadet before allowing that cadet to engage in the activities contemplated by this Agreement.

b. *COAST GUARD*:

1. Shall determine the times and dates available for *OAKLAND MILITARY INSTITUTE*'s utilization of Base Alameda's facilities and provide details of such availability.
2. Shall designate a point of contact(s) for scheduling *OAKLAND MILITARY INSTITUTE*'s base access and utilization of Base Alameda's facilities.
3. Shall minimize the potential risks to human life and property by providing *COAST GUARD* representative to disseminate information regarding *COAST GUARD* emergency procedures (EMS, earthquake, other natural disasters).
4. Shall notify *OAKLAND MILITARY INSTITUTE*'s designated point of contact of facility closures or periods of unavailability at the earliest time reasonably practicable.
5. Shall provide, at its sole discretion, volunteer Coast Guardsmen to serve as assistant instructors, chaperones, and additional safety observers when requested by *OAKLAND MILITARY INSTITUTE*, as available, and subject to Coast Guard mission commitments.
6. Shall put forth its best efforts to collaborate *with OAKLAND MILITARY INSTITUTE* to develop a productive Partnership in Education program that is beneficial to the student body, the *COAST GUARD* and the local community as a whole.

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6. POINTS OF CONTACT.

- a. *COAST GUARD*
CAPT Jacqueline Leverich - Base Alameda Commanding Officer
Phone: (510) 437-3173
E-mail: jacqueline.m.leverich@uscg.mil
CG Base Alameda, Bldg 21
Coast Guard Island Alameda, CA 94501

- b. *OAKLAND MILITARY INSTITUTE*
Dr. Mary Streshly - Superintendent
Phone: (510) 594-3992
E-mail: mstreshly@omiacademy.org
Oakland Military Institute
3877 Lusk Street Oakland, CA

- c. *COAST GUARD LIASION TO OAKLAND MILITARY INSTITUTE*
Chief Warrant Officer Sheldon Williams
Phone: (510) 437-5746 Cell: (914) 882-1786
E-mail: sheldon.williams@uscg.mil

- d. Base Alameda Officer Of the Day (OOD)
Phone: (510) 453-6903

- e. Base Alameda Front Gate
Phone: (510) 437-3333
EMERGENCY CONTACT: 911

- f. Base Alameda Security Chief
Phone: (510) 437-3156

7. **SEVERABILITY.** Nothing in this Agreement is intended to conflict with federal or state law or regulation or the directives of the U.S. Coast Guard or the Department of Homeland Security. If a term of this Agreement is inconsistent with such authority, then the offending portion of that term shall be severed from this Agreement, and the remainder of that term and the remainder of this Agreement shall remain in full force and effect. Nothing in this Agreement constitutes an obligation of federal funds in advance of an appropriation.

8. **DISPUTE RESOLUTION.** Both *OAKLAND MILITARY INSTITUTE* and the *COAST GUARD* agree to work together in a spirit of cooperation and good faith to facilitate issue resolution at the lowest possible level and in a timely manner. Should any dispute related to this Agreement arise, the Parties agree that each will provide representatives with sufficient authority to discuss the dispute and negotiate a settlement of the issue that is acceptable to both Parties. *OAKLAND MILITARY INSTITUTE* and *COAST GUARD* personnel will elevate irresolvable conflicts to the appropriate service level only after making their best efforts to meet and resolve the issue at the lowest possible level.

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9. EFFECTIVE DATE: This Agreement will become effective when executed by both Parties.

10. MODIFICATION: This Agreement may be modified by written consent of both Parties. Both Parties agree to review this Memorandum of Agreement annually.

11. TERMINATION: The terms of this Agreement, as modified with the consent of both Parties, will remain in effect until 1 June 2025, and may be extended by mutual written Agreement of the Parties. Either Party upon thirty (30) days written notice may terminate this Agreement.

12. APPROVED BY:

UNITED STATES COAST GUARD

OAKLAND MILITARY INSTITUTE

Date: 17AUG2023

Date: 8/17/2023

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NE.M.1099012753

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LEVERICH.JACQUELINE.M.1099012753
Date: 2023.08.17 13:18:17 -07'00'

Jacqueline M. Leverich, CAPT, USCG
Commanding Officer
Base Alameda

DocuSigned by:
Mary Streshly

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Mary Streshly, Dr
Superintendent
Oakland Military Institute