

**Memorandum of Understanding  
2009- 2010**

This Agreement ("Agreement") is entered into as of October 1, 2009 by and between the Chabot–Las Positas Community College District, a California public entity (hereinafter “DISTRICT”), CHABOT COLLEGE, a California public entity (hereinafter referred to as “CHABOT”), and The California State University, East Bay, a California public entity (hereinafter “CSUEB”). The DISTRICT, the CHABOT, and CSUEB are collectively referred to in this as the "Parties".

**RECITALS**

WHEREAS, CALIFORNIA’S economy depends upon having an good supply of mathematics and science graduates for the State's science and technology jobs.

WHEREAS, the State of California is facing a critical shortage of qualified mathematics and science teachers.

WHEREAS, CSUEB is helping to meet this need by providing multiple efficient pathways for students to earn a mathematics/science teaching credential.

WHEREAS, Approximately 70% of CSUEB's students transfer from local community colleges such as Chabot College.

WHEREAS, CHABOT located at 25555 Hesperian Blvd, Hayward, CA 94545, a college within the DISTRICT, offers courses in Mathematics, Sciences, and Teacher Education.

WHEREAS, CHABOT students teach and tutor students as part of their degree programs.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DISTRICT, CHABOT, and CSUEB set forth the principles on which CHABOT and CSUEB will cooperate to specify the contributions of each partner in this MOU. It is the intention of the parties that CHABOT will assist CSUEB to identify students and place them in classroom as Affiliate Scholars. Chabot shall identify students to join the CSUEB’s Bachelor’s Plus Early Pathways (BPEF) program.

NOW, THEREFORE, the parties agree as follows:

### **Mutual Responsibilities:**

CSUEB and Chabot College agree that they will together:

- 1) Develop criteria for academic status (i.e., numbers of terms to transfer) and success (GPA overall, grade in specific major leading courses) of potential Affiliate Scholars
- 2) Develop requirements for tutor training and educational course enrollments at Chabot College or co-enrollments at CSUEB or other institution
- 3) Develop criteria for selecting Affiliate Scholars
- 4) Develop a process for recruiting and selecting Affiliate Scholars
- 5) Develop placements for Affiliate Scholars with exemplary teachers in local school districts
- 6) Develop payment processes for Affiliate Scholars
- 7) Develop "math/science teaching as a career" presentations (in person and mediated) and other teaching career exploration activities
- 8) Develop articulated financial aid advisor/advising process for Affiliate Scholars
- 9) Conduct fundraising/grant writing, as appropriate, to provide additional funds for the BPEP Affiliate Scholars Program

### **California State University East Bay Commits To:**

- 1) Provide a Liaison to assist in development of the Affiliate Program and in advising of Affiliate Scholars
- 2) Provide clear directions and support for transfer for all Affiliate Scholars
- 3) Provide up to a total of \$10,000 for Affiliate Scholars for tutoring and attending of mandatory meetings
- 4) Provide up to a total of \$2,500 as an honorarium for the Affiliate Program leadership at Chabot College
- 4) Publicize the Affiliate Program at Chabot College on websites and through other venues
- 5) Develop a series of teaching career development and social programs at CSUEB to be attended by all Affiliate Scholars

### **Chabot College Commits To:**

- 1) Provide an administrator/faculty/staff person as Director of the Bachelor's Plus Affiliate program
- 2) Provide opportunities for students to demonstrate interest and success in teaching through on-campus tutoring beginning in their first year of studies as a preliminary screening for potential Bachelor's Plus Affiliate Scholars
- 3) Explore the establishment or continuance of appropriate education coursework at the College for potential pre-education students

- 4) Provide access to student records (as per current law) to aid in identifying potential Affiliate Scholars
- 5) Publicize the Affiliate Program on College websites and through other venues
- 6) Invoice CSUEB periodically for the expenses incurred for activities related to BPEP Program.

#### **4. Fingerprinting**

"By execution of this MOU, CHABOT will follow and implement Education Code Section 45125.1 that requires employees of entities providing services to students and school districts to be fingerprinted by the California Department of Justice for a criminal records check.

CHABOT expressly acknowledges that its employees and contractors working with area schools will submit fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code Section 45125.1 and will not permit any employee or contractor to come in contact with students until the Department of Justice has ascertained that the employee or contractor has not been convicted of a serious or violent felony.

#### **5. Insurance**

Both Parties shall procure and maintain, to the extent available on reasonable terms, the following minimum insurance coverage's during the term of the agreement:

##### **A. Liability Insurance**

DISTRICT agrees to defend, indemnify and hold harmless the CSUEB, its Board of Trustees, officers, agents and employees, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, due to the negligence, error or omission, of DISTRICT brought or recovered against any of the above that may arise for any reason from or during or to be alleged to be caused by DISTRICT. DISTRICT agrees to provide a Certificate of Insurance for liability coverage in the amount of one million dollars and provide an endorsement naming California State University, East bay as an additional named insured.

CSUEB agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, officers, agents and employees, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, due to the negligence, error or omission, of the CSUEB brought or recovered against any of the above that may arise for any reason from or during or to be alleged to be caused by the CSUEB. The CSUEB agrees to provide a Certificate of Insurance for liability cove

rage in the amount of one million dollars and provide an endorsement naming The DISTRICT as an additional named insured.

**B. Workers Compensation Insurance**

Workers Compensation Insurance during coverage term of agreement in conformance with the laws of the State of California and applicable federal laws. Both parties agree to provide one another a workers compensation certificate of insurance.

**6. Termination.** This MOU shall commence on the Effective Date and continue until June 30, 2010 unless sooner terminated pursuant to this paragraph. Either party may terminate this MOU prior to expiration upon 30 day notice of one to the other. Affiliate Scholars hour's compensation will be calculated and service rendered paid. This agreement may be extended for additional academic years by mutual agreement by the signing of an amendment to the Memorandum of Agreement.

## Agency Signature Page

This Memorandum of Understanding is entered into by DISTRICT and CSUEB for the purpose of collaborating as partners on the Bachelor's Plus Early Pathways Affiliate Scholars Program.

1. CHABOT will work with CSUEB to identify and place Chabot College students as Affiliate Scholars in the CSUEB's Bachelor's Plus Early Pathways Program.
2. CSUEB will collaborate with Chabot to mentor Chabot Affiliate Scholars in careers in teaching mathematics and sciences.
3. CSUEB will compensate CHABOT for expenses incurred for the BPEP.

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LORENZO LEGASPI  
VICE-CHANCELLOR  
BUSINESS SERVICES  
CHABOT-LAS POSITAS  
COMMUNITY COLLEGE DISTRICT

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LAURA LEARNED  
CONTRACTS COORDINATOR  
CALIFORNIA STATE UNIVERSITY, EAST BAY