



## MEMORANDUM OF UNDERSTANDING

**PARTIES:** This Memorandum of Understanding (M.O.U.) is entered into between the Alameda County Office of Education (ACOE) and **Chabot College**.

**PURPOSE:** The purpose of this M.O.U. is to enable the ACOE and **Chabot College** to successfully implement **K12 Strong Workforce Program (SWP) Round 3 FLY Consortium, FLY Consortium 1, FLY Consortium 2 and FLY Consortium 3 Grants**.

**TERM:** This M.O.U. shall become effective upon the date of execution by both the parties and shall continue for a period until June 30, 2022.

### SCOPE OF SERVICES:

- A. The ACOE shall:
- Provide financial oversight and distribution of grant funds.
  - Organize grantees to contribute to the development of pathway maps, which will include identifying necessary skills for the pathways and determining the course, WBL experiences/timelines, and certificates needed.
  - Organize and implement Professional Learning Communities and opportunities for staff
  - Explore, develop, and create MOU's for dual enrollment classes in partnership with LEA's and community colleges.
  - Work with collaborative partners, consult with industry partners to identify desired certificates in targeted industry sectors, identify current certificates, skills, and 'lead forward' certificates and adopt new certificate programs as needed.
  - Work with collaborative partners, consult with industry partners to complete reporting mandated by the Bay Area Community College Consortium.
- B. The **Chabot College** shall **complete services in attached appendices A and B**.

### INSURANCE:

During the term of this M.O.U, ACOE shall provide to **Chabot College**, and **Chabot College** shall provide to ACOE, a current certificate of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than \$2,000,000 aggregate and \$1,000,000 per occurrence. ACOE shall also provide **Chabot College**, and **Chabot College** shall also provide ACOE, with a written endorsement naming the other party as an additional insured, and such endorsement shall also state "Such insurance as afforded by this policy shall be primary, and any insurance carried by ACOE OR **Chabot College** shall be excess and noncontributory." Any and all insurance coverage may be provided by a **(JOINT POWERS AUTHORITY OR OTHER)** Self-Insurance program. Coverage shall provide notice to the additional insured of any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation or cancellation.

## **INDEMNIFICATION:**

- A. Insofar as permitted by law, ACOE shall assume the defense and hold harmless **Chabot College** and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of ACOE, its officers, agents or employees.
- B. Insofar as permitted by law, **Chabot College** shall assume the defense and hold harmless ACOE and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of **Chabot College**, its officers, agents or employees.
- C. It is the intent of the ACOE and **Chabot College** that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.
- D. ACOE and **Chabot College** agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. ACOE and **Chabot College** further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.

## **COMPENSATION:**

In exchange for the support and services to be provided by **Chabot College** under the terms and conditions of this Agreement, ACOE shall pay **Chabot College** the amount of \$20,000.00 for Round 3, FLY Consortium 1, \$20,000.00 for FLY Consortium 2 and \$10,000.00 for FLY Consortium 3 and shall invoice ACOE on a quarterly basis.

## **TERMINATION/SUSPENSION:**

This M.O.U. may be terminated without cause by either party upon thirty (30) days prior written notice to the other party. When required by law, this M.O.U. may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this M.O.U.

## **NON-DISCRIMINATION:**

No person shall be subjected to discrimination on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code in any program or activity conducted by an educational institution that receives, or benefits from, state financial assistance or enrolls pupils who receive state student financial aid.

**NOTICES:**

Any notice required to be given by the terms of this M.O.U. shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

To ACOE:                    Alameda County Office of Education  
                                  313 West Winton Avenue  
                                  Hayward, CA 94544

To Chabot College:      Chabot College  
                                  25555 Hesperian Blvd.  
                                  Hayward, CA 94545

**INTEGRATION:**

This M.O.U. represents the entire and integrated agreement between ACOE and **Chabot College**, and supersedes all prior negotiations, representations, or agreements, either written or oral. This M.O.U. may be amended only by written instrument signed by the duly authorized representatives of ACOE and **Chabot College**.

**REPRESENTATION OF AUTHORITY:**

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this M.O.U.

IN WITNESS WHEREOF, ACOE and **Chabot College** have executed this M.O.U. as of the date first above written.

ALAMEDA COUNTY OFFICE OF EDUCATION

Chabot College

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name and Title

Jonah Nicholas, Vice Chancellor, Business Serv  
Printed Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix A

### **Common to all K12 SWP R3 MOUS:**

1. *Commit to work as a consortium to develop high-quality K-14 CTE course sequences, programs, and pathways that:*
  - Build foundational career path skills and knowledge essential to subsequent success in college and early career exploration.
  - Enable a seamless and successful transition from secondary to postsecondary education within the same or related career paths.
  - Lead to completion of industry-valued certificates, degrees, or transfers to four-year university or college.
  - Prepare students upon completion of education to enter into employment in occupations for which there is documented demand that pay a livable wage.
  - Contribute toward meeting the projected need for one million completers of CTE programs aligned with the state's labor markets.
  - Facilitate K–12 student exploration and selection of learning opportunities leading to career paths
  
2. *CTE programs for K12 students, supported by K12 SWP funding, will:*
  - Be informed by, aligned with, and expand upon the SWP CTE Regional Consortium Plan developed by the Bay Area Community College Consortium and planning efforts occurring through the Strong Workforce Program.
  - Offer high-quality curriculum and instruction aligned with the California CTE Model Curriculum Standards, including providing a coherent sequence of career technical education courses aligned with workforce needs in our region, that enable pupils to transition to postsecondary education or training programs that lead to a career pathway or attain employment upon graduation from high school.
  - Provide pupils with quality career guidance and opportunities for career exploration.
  - Provide pupil support services, including counseling and leadership development.
  - Provide opportunities for pupils to participate in after-school, extended-day, and out-of-school internships, competitions, and other work-based learning opportunities.
  - Offer programs leading to an industry-recognized credential or certificate, appropriate postsecondary training or employment, or a postsecondary degree.
  - Offer career technical courses staffed by skilled teachers or faculty and provide professional development opportunities for those teachers or faculty members.
  - Support students to transition into and complete college programs aligned with regional workforce needs.
  - Collaborate with ACOE to report data, as required by CDE, that can be used by policymakers, LEAs, community college districts, and their regional partners to support and evaluate the program, including, to the extent possible, demographic

data used to evaluate progress in closing equity gaps in program access and completion, and earnings of underserved demographic groups.

- Focus on student outcomes for CTE using metrics aligned with the K12 Strong Workforce Program.

**For all School District Partners:**

- Will imbed WBL in their pathways
- Host presentations by industry guest speakers
- Facilitate teachers taking part in WBL-related PD
- Connect students to internships and other WBL experiences related to their career programs
- Seek additional partnerships for WBL.

**For all Community College Partners:**

- Work with ACOE P2CC staff to plan summer programs within their guided pathways
- Work with ACOE P2CC staff to create webinars to introduce students to college admission
- Work with ACOE P2CC staff to recruit and enroll students in college courses
- Work with ACOE P2CC staff to recruit college students to serve as mentors.
- As part of Model B, CC deans and faculty will collaborate with P2CC and local universities to map career pathways to 4-year universities and create new courses in these pathways.
- CC faculty will teach courses to high school students from participating schools as part of Models A and B.
- College counseling staff will help students transition to the colleges once they finish high school, provide assistance enrolling in college classes during high school
- Work with ACOE P2CC staff to create career exploration and activities during the summer program, in which students interested in some employment fields learn about post-secondary educational pathways to particular careers.
- Specific work to strengthen career pathways at our high schools in particular schools, their linkages to community college programs, including new courses created as part of this project, and continuing pathways through community college to 4-year universities and careers in particular fields, undertaken in collaboration with our community college partners.

**Reporting:**

All LEAs will:

1. In addition, to ensure that the K12 SWP legislative reporting requirements are met, all grant recipients, both lead and partnering LEAs, are required to do the following until an MOU is executed between CDE and CCCCCO for information sharing on K–12 data:
  - a. Sign an MOU with Cal-PASS Plus to facilitate the sharing of data with the Cal-PASS Plus data system (if not already done so)
  - b. Maintain a current MOU with Cal-PASS Plus throughout the life of the awarded grant;

- c. Beginning in 2021–22, upload end-of-year data files, as applicable and required by K12 SWP, into the Cal-PASS Plus system annually by November
2. Report data that can be used by policymakers, LEAs, community college districts, and their regional partners to support and evaluate the program, including, to the extent possible, demographic data used to evaluate progress in closing equity gaps in program access and completion, and earnings of underserved demographic groups.
3. District/school staff will track daily student participation in Model A and B activities

**Consortium:**

- Assign staff to attend quarterly meetings

**Fiscal Reporting Requirements and Dates:**

All partners are required to submit invoices two weeks after the close of each fiscal quarter.

Q1 1/1-3/31

Q2 4/1-6/30

Q3 7/1-9/30

Q4 10/1-12/31

## Appendix B

### Chabot FLY Consortium 1, 2 & 3 Deliverables:

- Coordinate with ACOE P2CC staff to 1) opportunities to take dual enrollment classes during the summer and school year, in which students begin to earn college credits toward post-secondary degrees while they are still in high school;
- Provide career exploration and planning activities during the summer program, in which students interested in some employment fields learn about post-secondary educational pathways to particular careers;
- Provide webinars that assist students to enroll in college, understand how they can pay for their education;
- Provide counseling on career pathways, including post-secondary studies;
- Provide assistance enrolling in college classes during high school, provided by personnel at their school and visiting community college counselors;
- Provide mentoring for high school students taking college courses provided by students at the community colleges they are attending, who are from similar backgrounds and have had similar experiences to those of our target student populations; and
- Perform specific work to strengthen career pathways at our high schools in particular schools, their linkages to community college programs, including new courses created as part of this project, and continuing pathways through community college to 4-year universities and careers in particular fields, undertaken in collaboration with our community college partners."
- CC partners will coordinate with ACOE and Earn & Learn to connect students to WBL as part of their courses of study in summer and the school year.
- Provide CTE programs for students that meet the standards detailed in LOA (e.g., identified special populations)
- Support the development of a Chabot Teacher Pathway that will support students' easy transition from Chabot to other 4-year institutions' teacher education programs (e.g., CSUEB, Mills College, St. Mary's College, etc.)
- Provide a Summer Bridge Program for incoming ACOE target students with the opportunity to transition to Pathway-aligned First-Year Experience Programs.