



# MEMORANDUM OF UNDERSTANDING (MOU)

Partnership Agreement  
Between

San Jose Evergreen Community College District  
lead agent to the Silicon Valley Career Pathways

And

Silicon Valley Career Pathway Partners

## **1. PARTNERS**

San Jose Evergreen Community College District, hereinafter referred to as SJECCD and Silicon Valley Career Pathway Partners, hereinafter referred to as Partner.

## **2. AGREEMENT PURPOSE**

The purpose of this MOU is to continue the formal working relationship, the Silicon Valley Career Pathways (SVCP) consortium partners developed under the California Career Pathways Trust (CCPT) Round Two grant. The CCPT funding period ended June 30, 2019, with a sustainability requirement of at least one year or until June 30, 2020.

## **3. TERM**

This MOU agreement commences on July 1, 2020 and extends for one fiscal year through June 30, 2021.

## **4. AGREEMENT RENEWAL**

With consent of both parties the MOU agreement will be reviewed and renewed annually on July 1 of each subsequent year.

## **5. TERMINATION**

This MOU agreement shall terminate June 30, 2021 and will be reviewed and renewed for the succeeding year. The agreement may also be terminated by either partner with a 30-day written notice.

## **6. SERVICES & OBLIGATIONS**

Partner and SJECCD will continue working collaboratively with the common purpose of increasing the number of students with access to standards-based academic curricula integrated with career-relevant sequenced curricula aligned with high-skills, high-wage, and high-growth jobs in our region, increase the connectivity between employers and the classroom through developmentally appropriate work-based learning activities, and building intentional and collaborative support and transitions for students to help them move in a direct path from secondary to post-secondary enrollment. Partner and SJECCD will collaborate, when appropriate, to apply for future grant opportunities to continue expanding on the successful outcomes already established.

### **6.1 Relationship & Governance**

- a) Partner provide representation to SVCP consortium governance committees including SVCP consortium meetings, workgroup(s), and other groups and task forces as agreed to by the SVCP consortium.
- b) Partner share related future grant opportunities with SVCP consortium partners with the objective of receiving partner support letters to enhance the proposal and rise probability of receiving the award.
- c) SVCP consortium will support Partner or sub-group of consortium partners with grant applications including resources and letter of support.

### **6.2 Communication & Reporting**

- a) Partner shall submit two reports per fiscal year including 1) data for student enrolled in career pathway courses and 2) project narratives.
- b) In the event that the SVCP consortium is submitting a grant proposal, Partner will provide SJECCD or the lead agency with necessary information pertaining to Partner and the grant application.

## **7. INDEMNIFICATION**

Partner shall defend, indemnify and hold harmless SJECCD against all claims, demands, actions, costs (including attorney's fees) or liability arising from or related to the negligence, willful misconduct, or omission of Partner in connection with or arising from or out of the performance of this MOU agreement.

SJECCD shall defend, indemnify and hold harmless Partner against all claims, demands, actions, costs (including attorney's fees) or liability arising from or related to the negligence, willful misconduct, or omission of SJECCD in connection with or arising from or out of the performance of this MOU agreement.

## **8. COMPLIANCE WITH LAWS AND CERTIFICATIONS**

### **8.1 Non-Discrimination**

Neither party to this MOU agreement shall, on the basis of ethnic group identification, religion, age, sex, color, or physical or mental disability unlawfully deny any person the benefits of or unlawfully subject any person to discrimination under the program conducted pursuant to this subcontract. Both parties agree to act in accordance with the provisions of Title VI of the 1964 Civil Rights Act, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1972, and the Americans with Disabilities Act of 1990.

### **8.2 Sexual Harassment**

Partner declares that it will not sexually harass or permit sexual harassment against any individual, including but not limited to employees, applicants of employment, or students. SJECCD shall have the right to remove an alleged offender from performance of the work pending the results of a sexual harassment investigation.

## **9. CONFIDENTIALITY**

Partner shall enter into student data-sharing agreement with SJECCD. SJECCD and Partner are subject to the California Public Records Act. Bearing applicable law, Partner shall treat as confidential all non-public information disclosed by SJECCD in connection with this MOU agreement, including but not limited to written or oral communications, education records (as defined under the Family Educational Rights and Privacy Act of 1974 (FERPA)), personal data, plans, specifications, and other data (collectively, "Confidential Information"). The terms and conditions of this MOU agreement shall also be deemed Confidential Information. Partner shall not disclose Confidential Information to any third party except as SJECCD authorizes and shall only disclose it to those within Partner's organization who need to use it on an as needed basis in performance of the MOU agreement. Upon completion or termination of this MOU agreement, Contractor shall return or destroy all such Confidential Information (except for this MOU agreement), or otherwise dispose of it as SJECCD may approve. This provision is not intended to restrict Partner's right to use or disclose information that is already known to the public or rightfully obtained without restriction from other sources. Partner shall defend, indemnify and hold harmless SJECCD from and against any and all claims, demands, damages, liabilities, expenses, losses of every nature and kind, including but not limited to attorney's fees and costs, sustained or alleged to have been sustained by SJECCD as a result of any disclosure or use of any Confidential Information in violation of this MOU agreement. The obligations of the Parties pursuant to this article on Confidentiality shall extend indefinitely beyond the Agreement Period.

## 10. MODIFICATION OF AGREEMENT

Each Party shall specify at least one agent with authority to modify the Agreement (“Authorized Agent”).

No modification, including but not limited to amendments, limitations, waivers, change orders and supplements, shall bind either Party unless it is in writing and signed by the Authorized Agents of both Parties. The Parties expressly recognized that SJECCD personnel who are not Authorized Agents cannot order or approve additions, deletions, or revisions in the Agreement.

## 11. EXECUTED

### 11.1 Authority

Signing of the MOU agreement has been done in compliance with Board approval as outlined in the Board Policies of the San Jose Evergreen Community College District. An Authorized Agent for each Party shall sign.

### 11.2 Executed

The Parties have caused the MOU agreement to be executed as of the effective date. This MOU agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

- a) Cooperation. SJECCD and Partner each agree to do all things, and execute all documents, reasonably necessary to effectuate the provisions of this MOU agreement.
- b) Entire Agreement of the Parties. This MOU agreement constitutes the entire agreement between the parties, superseding any and all prior or contemporaneous agreement, either oral or written, between the parties respecting the matters set forth in this MOU agreement.

**LEAD AGENCY'S AUTHORIZED AGENT ACCEPTS AND AGREES:**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
San Jose Evergreen Community College District  
Date: \_\_\_\_\_

**SJECCD ACCEPTS AND AGREES:**

Signature: \_\_\_\_\_  
Print Name: Jorge Escobar  
Title: Vice Chancellor, Administrative Services  
San Jose Evergreen Community College District  
Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Contract & Risk Manager  
San Jose Evergreen Community College District  
Date: \_\_\_\_\_

Document Reviewed by Legal Counsel: P. Jaret Date: 2/27/20

**PARTNER'S AUTHORIZED AGENT ACCEPTS AND AGREES**

Signature: \_\_\_\_\_

Print Name: Doug Roberts \_\_\_\_\_

Title: Vice Chancellor, Business Services \_\_\_\_\_

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