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## MEMORANDUM OF UNDERSTANDING

### Vallejo City Unified School District and Solano Community College

*Pursuant to the Vallejo City Unified School Career Pathways Trust Initiative in Vallejo, California*

This Memorandum of Understanding describes the overarching agreements, values, policies and operating agreements reached by the Vallejo City Unified School District (VCUSD) and Solano Community College (SCC) in March 2014. The sponsored program will be operated in compliance with the California Department of Education, Career & College Transition Division through the AB 86 California Careers Pathway Trust grant. The program is carried out under CDE, and encourages the coordination of education, industry and community through partnerships among: 1) local educational agencies; 2) post-secondary institutions; 3) regional industry; and 4) community-based organizations, non-profit organizations, and other public or private entities.

#### Purpose of Memorandum of Understanding

This agreement is entered into in a spirit of cooperation by the partner agencies and organizations to describe how their various institutional resources and funding can be utilized to better serve Vallejo City Unified School District students, parents, and families, through an integrated system of service delivery operated in Vallejo, California. It is understood that the development and implementation of this district-wide system will require mutual trust and teamwork between all agencies and organizations (the partners) to accomplish shared goals.

#### Overarching Goal and Core Principles

Based on the expectations of the ~~AB 86~~ California Careers Pathway Trust, the overarching goal is to build robust partnerships between employers, schools, and community colleges in order to better prepare students for the 21<sup>st</sup> century workplace and improve student transition into postsecondary education, training, and employment.

The program is built on the following evidence-based assumptions and core principles:

1. Students participating in career pathways programs will be more fully prepared for career and college.
2. Collaborative regional or county-wide networks are more likely to build innovative and quality (high-skill, high-wage, and high-growth) career pathways programs that lead to employment or postsecondary education than programs designed by a single institution.
3. Work-based educational and training opportunities will enhance the employment prospects of low and moderate income individuals, and contribute to the stability and economic development of their communities.
4. Integrated academic and technical learning will best prepare students for both postsecondary education and careers in high-skill, high-wage, and high-growth sectors of the economy.

To further the local vision, outcomes and goal, all partners signed herein will:

- Establish or strengthen existing regional collaborative relationships and partnerships between business entities, community organizations, and educational agencies;
- Develop and integrate standards-based academics with a career-relevant, sequenced curriculum following industry-themed pathways that are aligned to high-skill, high-wage, high-growth jobs, or emerging regional economic sectors;
- Provide articulated pathways to postsecondary education aligned with regional economies.
- Leverage and build on any of the following:
  - Existing structures, requirements, and resources of the Carl D. Perkins Career and Technical Education Improvement Act of 2006, California Partnership Academies, and Regional Occupational Centers and Programs (ROCPs) including staff knowledge, community relationships, and course development;

- Matching resources and in-kind contributions from public, private, and philanthropic sources.
- The California Community Colleges Economic and Workforce Development Program and its sector strategies and deputy sector navigators.
- Participation in the local California Community Colleges Skills Panel.

### **Program Outcome Measures**

The partners will be held accountable to measurable outcomes during the period of the grant including

1. Increase the graduation rate
2. Increase number of students graduating with A-G requirements met
3. Increase number of students passing the CAHSEE (first time)
4. Increase number of internship opportunities
5. Number of participating students enrolled in career pathways
6. Number of students participating in internships, work-based learning, mentor, job shadowing opportunities, work experience and student leadership programs.
7. Number of students in the career pathways program who received a high school diploma
8. Number of students in the career pathways program who received a nationally recognized or state approved career technical education certificate.
9. Number of students who completed one credit-bearing course and/or completed a career pathway within the career pathways programs
10. The number of student in career pathways program who entered employment or training.

### **Guiding Purpose**

#### ***Functional Integration of Service Delivery***

Together, the partners will plan, coordinate, and provide services in an effort to maximize the utilization of resources, and will continuously enhance the integrated Careers Pathway Trust delivery system. This will result in a seamless system where there is no wrong door and everyone who contacts the VCUSD in any manner is considered a "shared customer" based upon the Stanford University research-based Collective Impact Model of 2011.<sup>1</sup> This model involves creation of a centralized infrastructure, a dedicated staff, and a structured process that leads to a common agenda, shared measurement, continuous communication, and mutually reinforcing activities among all participants coordinated by a "backbone" agency. VCUSD will serve as the backbone agency.

Each partner will maintain appropriate managerial control over their funded program services delivered on the VCUSD school sites and responsibility for staff performance. As the work environment transforms to one with multiple partners serving common students within the framework of functionally integrated teams, it is anticipated that functional supervision of staff will be supported by an independently functioning Backbone Agency coordinating the work of all participating partners.

#### ***Enhanced Employer Services***

Together, the partners will embrace the researched-based Collective Impact Model developed by Stanford University focusing on youth academic, social and health development and implementation of innovative, integrated strategies to meet student needs to help VCUSD children meet challenging academic content and achievement standards.

### **Consensus Management**

Together, the partners will work closely to ensure that all the needs of our students are met. Partners will make decisions by consensus at all levels of the organization.

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<sup>1</sup>Kania, John and Mark Kramer. "Collective Impact." *Stanford Social Innovation Review*. Winter, 2011.

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## Funding of Services and Operating Costs

It is agreed that the program services and activities provided through the VCUSD Partnership will be funded by VCUSD through the Careers Pathway Trust grant as well as in-kind and actual shared costs for programs, services, facilities and/or related items among all partners. Value of in-kind items and/or services will be mutually agreed upon by the partners.

### Indemnification and Liability

To the furthest extent permitted by California law, parties shall, at their sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that the parties propose to defend the indemnified parties.

### Insurance

1. The Contractor shall procure and maintain at all times it performs any portion of the services the following insurance with minimum limits equal to the amount indicated below.

1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001)

1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor's profession.

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	\$ 1,000,000
Each Occurrence	\$ 1,000,000
General Aggregate	
<b>Automobile Liability Insurance - Any Auto</b>	\$ 1,000,000
Each Occurrence	\$ 1,000,000
General Aggregate	
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory
<b>Employer's Liability</b>	\$ 1,000,000

**Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

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2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

### **Equal Opportunity and Nondiscrimination Obligations**

The partners to this MOU agree that they will not discriminate in its employment practices or services on the basis of gender, age, race, color, creed, religion, national origin, disability or veteran's status, faith based organizations, or on the basis of any other classification protected under state or federal law. The partners to this MOU certify that they are equal opportunity employers, have policies and procedures in place to address these issues, and that such policies and procedures have been given to all employees and posted as required by law.

The partners to this MOU assure that they will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the CCPT grant application.

In the event of any party's noncompliance with the nondiscrimination clause or with any such laws, as determined by an administrative agency of the state or federal government or a court of competent jurisdiction, this MOU may be terminated or suspended and other sanctions may be imposed and remedies invoked.

The partners to this MOU must, upon the request of the California Department of Education (CDE), furnish all necessary documents and records to the CDE for the purposes of investigation to ascertain compliance with the provisions of services. In addition, all partners must permit access to its books, records, documents or records reflecting the necessary information requested. The parties must furnish such information on reporting forms supplied by CDE or VCUSD.

The VCUSD partners to this MOU will assure that complaints alleging discrimination on any of the above basis will be processed in accordance with 29 CFR Part 37.76.

### **Impasse Resolution**

In the event that an impasse should arise between the partners regarding the terms and conditions, the performance, or administration of this agreement, the following procedure will be initiated: (1) the VCUSD partners will document the negotiations and efforts that have taken place to resolve the issue; (2) the VCUSD Superintendent will meet with the local

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elected officials and/or partners to resolve the issue; (3) if an agreement cannot be reached, a mediator will be approached to provide assistance in resolving the issue.

### **Modification Process**

Any party to this agreement may request a modification to this agreement. Such requests should be in writing and must be agreed to by all the parties. Modifications to this agreement must be in writing, signed and dated, and entered into with the same degree of formality as that required for entry into the original agreement. If any provision of this agreement is found to be invalid, the remainder of the agreement shall not be affected.

### **Duration of the Memorandum of Understanding**

This agreement will become effective upon signature of all parties to this agreement and shall terminate on June 30, 2017, unless terminated earlier by any of the parties to the agreement. The agreement may be terminated by any of the parties upon 30 days written notice to the other parties. This agreement may be extended on a yearly basis in writing by each party to this agreement.

### **Scope of the Solano Community College Work for the Vallejo Careers Pathway Trust Initiative**

Solano Community College (SCC) agrees to the following:

- a) Identify expert SSC staff that will collaborate with VCUSD faculty, colleges and industry partners to strengthen career pathway programs.
- b) Designate college leadership staff to plan activities to engage industry to: (1) advise our career pathway programs to meet current and emerging industry needs; (2) assist with work-based learning opportunities for students; and (3) participate in monthly meetings to guide and support the career pathway programs.
- c) Ensure SCC faculty and college leadership attend professional development that equips them to deliver effective career pathway programs through collaborative curriculum development, alignment with Common Core, and integrating 21<sup>st</sup> century competencies into academic and career-relevant instruction.
- d) Provide SSC staff from counseling, matriculation, admissions and records departments to provide services to recruit and support VCUSD students into SCC programs.
- e) Implement college and work readiness skills training in K12 and the community college, including skills such as time management, collaboration, problem-solving, communication and analytic skills.
- f) Collaborate with high school faculty to ensure that course content will prepare students for college level work.
- g) Ensure that SCC senates and disciplinary faculty implement dual enrolment, credit by exam, and other strategies that support the attainment of college credit by high school students before graduation.
- h) Collaborate with the secondary partner(s) to determine which courses will be taught by college faculty, by high school teachers with adjunct status, or by a combination of the two (ensuring the appropriate college-level rigor of courses taught by adjunct faculty) leveraging dual enrollment, credit recognition on e-transcript, and credit-by-exam policies in support thereof;
- i) Create courses, as needed, to add or augment the required postsecondary elements to pathways' programs of study
- j) Comply with all data sharing and tracking requirements of the VCPT grant including quarterly reporting.
- k) Provide dedicated lead staff to work with the VCPT consortium to establish data sharing and tracking processes that can be sustained beyond the end of grant funding (anticipated to be Cal PASS Plus/Launch board)
- l) Ensure that all SCC data requirements and required information are provided and uploaded compliantly with the understanding that VCUSD reserves the right to withhold grant funds until data is provided as established by VCUSD.
- m) Leverage the activities and support of existing research and MIS departments to support the active participation of VCUSD for this grant.
- n) Commit to maximize available funding streams (in addition to grant funding), to support the needs of participating students.

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**Resource Sharing Partnership with VCUSD and Solano Community College**

The following resources will be allocated to ensure the outcomes of the CCPT grant are met. Allocations will be reviewed quarterly to ensure resources are adequately aligned with activities within the period of the grant.

<b>Grant Year</b>	<b>CCPT Allocation from VCUSD to SCC</b>	<b>In-Kind Match from SCC</b>
<b>2014-2015 (Year 1)</b>	<b>\$294,840</b>	<b>\$431,838</b>
<b>2015-2016 (Year 2)</b>	<b>\$209,534</b>	<b>\$323,287</b>
<b>2016-2017 (Year 3)</b>	<b>\$96,146</b>	<b>\$138,551</b>

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**Signatures**

The entire agreement of the parties is contained herein and this agreement complements and does not supercede any and all prior oral agreements and negotiations between the parties relating to the subject matter thereof.

Each signatory thereof certifies that he/she has the legal authority of the governing body of the parties to enter into this agreement, and the parties jointly and separately accept the responsibility for the operation of the Vallejo City Unified School District Full-Service Community Schools Program under this agreement.

<i>Representing</i>	<b>VCUSD (Chief Local Elected Officials)</b>
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<hr/> <i>Signature</i> Dr. Ramona Bishop	<hr/> <i>Superintendent</i>
<hr/> <i>Name</i>	<hr/> <i>Title</i>
<hr/> <i>Name</i>	<hr/> <i>Date</i>

<i>Representing</i>	<b>Solano Community College</b>
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<hr/> <i>Signature</i>	<hr/> <i>Title</i>
<hr/> <i>Name</i>	<hr/> <i>Date</i>

