



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made effective this 16th day of February, 2017, (“Effective Date”) by and between Umoja Community Education Foundation, a California nonprofit public benefit corporation, also known as the Umoja Community of California Community Colleges (collectively referred to herein as “Umoja”), whose address is P.O. Box 188067, Sacramento, CA 95818, and Chabot College (hereinafter called “College”), whose address is 25555 Hesperian Boulevard, Hayward, California 94545 and sets forth the relationship and obligations between Umoja and College. Umoja and College shall be referred to as the party or collectively as the parties.

WHEREAS, the mission of Umoja is to serve as a critical resource dedicated to enhancing the cultural and educational experiences of African American and other educationally disadvantaged students. Umoja believes that when the voices and histories of students are deliberately recognized, the opportunity for self-efficacy emerges and a foundation is formed for academic success; **WHEREAS**, Umoja has established model core requirements (“Model Core Requirements”), attached hereto and incorporated herein as Exhibit “A”, for community college programs and provides training for college personnel who are implementing those programs; and

WHEREAS, Umoja actively serves and promotes student success through the curriculum and pedagogy responsive to the legacy of the African diaspora;

WHEREAS, the College desires to be a part of the Umoja Community Consortium and enjoy the benefits related thereto as set forth in Exhibit “C” and to launch an affiliate program focused on the retention and academic success of African American students and other disproportionately impacted populations by affiliating with Umoja;

NOW THEREFORE, the parties mutually agree as follows:

I. PERIOD OF PERFORMANCE

This MOU shall be in effect from the Effective Date until June 30, 2017 and shall automatically renew for subsequent one-year terms unless earlier terminated. This MOU may be terminated: (i) by either party with thirty (30) days’ notice to the other party; or (ii) by Umoja upon the failure of College to make any annual payments due under this MOU within thirty (30) days of the Effective Date of this MOU.

II. PAYMENTS

The College is required to maintain consortium membership during the term of this MOU, which requires an annual payment of \$1,000 payable within thirty (30) days of the Effective Date as defined in the first paragraph of this Agreement. Payments should be made payable to:

Foundation for California Community Colleges, Inc.
1102 Q Street, Suite 3500
Sacramento, CA 95811
Reference: Umoja Affiliate MOU Fee

Annual payments are not refundable. On-going annual payments shall be made between June 1 – August 31 of each year. Annual payments shall be used exclusively for the purposes set forth in this MOU.

NOTE: For Prospective Schools that paid the Consortium fee in previous semester before the program starts in the fall, the new Umoja program will be considered current for the following school year and will not contribute a Consortium fee until the following academic year (July 1 -June 30).

III. STATEMENT OF WORK

Umoja and the College shall work together to provide a program for African American and other disproportionately impacted populations in a manner consistent with and in furtherance of this MOU and the Model Core Requirements.

IV. RESPONSIBILITIES OF THE COLLEGE

It is hereby agreed that the College shall be responsible for the following, according to the terms stated below:

- A. Model Core Requirements. College shall meet and adhere to all of the Model Core Requirements.
- B. MOU. College shall meet and adhere to all of the terms and conditions of this MOU.

V. RESPONSIBILITIES OF UMOJA

It is hereby agreed that Umoja will provide the following staff development programs:

- A. Summer Learning Institute (SLI). Initial mandatory training (weeklong, residential) for the College faculty, staff, instructors and counselors selected to participate in the Umoja Community Program (“Team Members”).
- B. Ongoing Training. Ongoing training Team Members participating in the Umoja Community Program, consisting of at least one Regional Symposia, Webinar Trainings and the annual Umoja Community Conference.

NOTE: Any changes in Team Members must be notified to your Regional Coordinator. The new member will be required to attend the subsequent Umoja SLI. The Regional Coordinators will also be responsible for providing two Umoja strategic support training sessions within each region, one each semester, especially to orient new team members.

- C. Ongoing Support. Ongoing support provided by the Umoja Regional Coordinators through site visitations, conference calls, webinars, email and written consultations.
- VI.** Trademark Use Policy. The phrase “Umoja Community” and the Umoja logo attached hereto and incorporated herein as Exhibit “B” (collectively referred to herein as “Marks”) are the intellectual property of Umoja. These registered Marks are among Umoja’s most valuable assets because they identify the publications, educational programs, and other services provided by Umoja and distinguish them from other programs and services. If the Marks are used improperly or without authorization, they will lose their impact, value, and distinctiveness. Therefore, careful adherence to the following Registered Trademark Use Policy (the “Policy”) is essential to preserve Umoja’s rights in the Marks.

The Policy states the terms and conditions under which the College may use the Marks.

- a. All Marks used in connection with Umoja activities or related to Umoja are protected under applicable trademark laws and are the exclusive property of Umoja. As a general rule, no person or entity may use or authorize the use of any of the Umoja Marks in any manner other than as expressly authorized by Umoja. Umoja reserves the right to revoke authorization to use the Marks at any time in its sole discretion.
- b. College is authorized to use the Marks in accordance with this Policy during the term of this MOU. No other persons, organizations, or entities are permitted to use the Marks without express written authorization from Umoja. College is prohibited from authorizing the use of the Marks by third parties, except as authorized in advance by Umoja and pursuant to an approved license agreement.
- c. College is permitted to use the Marks and to accurately and truthfully represent its affiliation with Umoja. College and other third parties are prohibited from using the Marks to

expressly or implicitly suggest an affiliation or other relationship with Umoja that is untruthful or inaccurate.

d. To protect the effectiveness, value and distinctiveness of the Marks, a consistent look must be maintained. Accordingly, College must use the Marks as required by Umoja. The Marks may not be modified in any manner, except only as authorized by Umoja.

e. Trademarks and service marks are adjectives that modify nouns and verbs. Therefore, the Marks should not be used alone as nouns (except only when the name “Umoja” is used as a corporate name to refer to Umoja). Similarly, the Marks should not be used in a possessive form by adding an apostrophe “s” or used as a verb or in a plural form (except to refer to programs or services offered by Umoja). When using the Umoja Marks, do not add hyphens, vary the spelling or graphics, or combine any or all of the words. Where possible, the Marks should be used as adjectives immediately preceding nouns that describe the product or service in question.

f. College may use the Marks in connection with geographic modifiers, but any new graphics or other changes must be approved by Umoja.

g. Although not required, it is advisable to attribute ownership of the Marks to Umoja in order to gain the full benefit of the goodwill associated with the Marks. Therefore, it is encouraged to indicate in a footnote at the bottom of advertising copy that the Marks displayed in the advertisement are service marks of Umoja.

Example: “Umoja Community SM” is a Service Mark of Umoja Community Education Foundation.

Authorization for any uses of the Marks other than as stated herein should be requested of Umoja by contacting Umoja’s Executive Director.

VII. PROGRAMMATIC REPORTING REQUIREMENTS

The College shall participate in an assessment process, which includes the collection of quantitative and qualitative data. Umoja and the College will establish a data collection methodology and schedule. The data to be collected shall include, but is not limited to: student information forms, student activities survey, official grades for each term, student update forms, and statistics regarding the college’s ethnic breakdown, course completion rates, retention / persistence rates, graduation rates, and transfer rates. Students will also participate in interviews, complete questionnaires, and/or complete other assessments related to participation in Umoja programming with College. In no case will data be collected which identifies individual students without a release form signed by the student. In addition to the foregoing, College must submit

data, described in Exhibit “D”, as required by the California Community College Chancellor’s Office (CCCCO), to the Special Populations database in a timely manner each academic term.

VIII. GENERAL PROVISIONS

- A. Modification. Modifications to this MOU shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by authorized officers and directed by their respective organizations, prior to any changes being performed.
- B. Participation in Similar Activities. This MOU in no way restricts Umoja or College from participating in similar activities with other public or private agencies, organizations, and individuals, except as roles and responsibilities have been outlined and agreed to in this MOU.
- C. Non-Fund Obligating Document. This MOU is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by the appropriate authority. This MOU does not provide such authority. Each party shall be fiscally responsible for their own work to be performed under this MOU.
- D. Funding. Should Umoja and College have sufficient funds to carry out this MOU, this MOU shall remain in effect until it is rescinded by both parties.
- E. Dissolution or Replacement of the Organizations. In the event that either Umoja or College dissolves or is replaced by another entity, this MOU shall be terminated automatically.
- F. Notices. Any notice required or permitted by this MOU shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or by overnight courier or sent by email or fax (upon customary confirmation of receipt), or forty-eight (48) hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party’s address or fax number as set forth in the introductory paragraph or as subsequently modified by written notice.
- G. Indemnification. Each party shall indemnify, defend, and hold harmless the other party to this MOU, and their respective officers, directors, employees, and agents, from any and all losses, claims, actions, causes of action, demands, or liabilities of whatsoever kind and nature, including judgments, interest, attorneys’ fees, and all other costs, fees, expenses,

and charges which any such party, its officers, directors, employees, and agents may incur arising out of the negligence or willful misconduct of the indemnifying party, its officers, directors, employees, or agents, or any breach of their obligations hereunder. The terms of this provision shall survive the termination or expiration of this MOU.

- H. Affirmative Action/Non-Discrimination. College agrees that when applicable, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60-1.4 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in Section 503 of the Rehabilitation Act of 1973, as amended, relative to the employment and advancement in employment of qualified individual(s) with a disability without discrimination, and the implementing rules and regulations in Title 41, part 60-741.5 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified disabled veterans, recently separated veterans, Vietnam era veterans, veterans who served on active duty in the U.S. military, ground, naval or air service during a war or in a campaign or expedition for which a campaign badge has been authorized, and Armed Forces service medal veterans, without discrimination, and the implementing rules and regulations in Title 41, parts 60-250.5 and 60-300.5 of the Code of Federal Regulations; Title II of the Genetic Information Nondiscrimination Act of 2008 which prohibits employment discrimination based on genetic information (including family medical history); and the nondiscrimination clause required by California Government Code Section 12990(c) relative to equal employment opportunity for all persons without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetic characteristics), marital status, sex (including but not limited to pregnancy and gender identity), age, or sexual orientation, and the implementing rules and regulations of Title 2, Division 4, Chapter 5, Section 8107 of the California Code of Regulations.
- I. Assignment. This MOU may not be assigned or transferred by one party to a third party without the written consent of the other party to this MOU.
- J. Limitations. The parties shall at all times comply with applicable federal, state, or local law. The terms of the MOU are not intended to alter, amend, or rescind any provisions of federal, state, or local law. Any part of this MOU that conflicts with federal, state, or local law shall be considered null and void. In the event that any provision of this MOU conflicts with federal, state, or local law, the provision of the law shall govern.

- K. Agreement. The signatories to this MOU (the parties) agree to allow College to participate as an organizational representative of the Umoja Community. The signatories agree to collectively pursue the positions of the organizations and to coordinate their efforts so as to ensure efficient and effective communications.
- L. Counterpart Execution. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- M. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflict of laws.
- N. Effective Date. This MOU will become effective upon signature by the authorized representatives.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first written above.

UMOJA:
 UMOJA COMMUNITY EDUCATION
 FOUNDATION, a California nonprofit
 public benefit corporation

CHABOT COLLEGE:

By: _____

By: _____

Print Name: D'Karla Assagai

Print Name: Lorenzo Legaspi

Print Title: Executive Director

Print Title: Vice Chancellor, Business Services

Date: _____

Date: _____

After the college signs, submit MOU by one of following methods:

1. Mail hard copies to the attention of Umoja Community Education Foundation at P.O. Box 188067, Sacramento, CA 95818
2. Submit via email dassagai@umojacommunity.org

All copies will be countersigned and returned in the same method received.