

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CHABOT COLLEGE  
AND EAST BAY COMMUNITY LAW CENTER**

CHABOT COLLEGE and EAST BAY COMMUNITY LAW CENTER hereby enter into this Memorandum of Understanding (MOU) and agrees as follows:

1. **Background:** Assembly Bill 1809 (Chapter 33, Statutes of 2018), appropriated funds for the California Department of Social Services (CDSS) to execute Agreements with qualified organizations to provide immigration legal services and support to persons on California community college campuses. The funds provided under executed agreements are for the sole purpose of providing immigration legal services and education and outreach services to California Community College affiliated individuals at California Community College campuses.
2. **Term of Agreement:** Service term period covered by this MOU is from November 1, 2019 - October 31, 2021, Contract term from November 1, 2019 - January 30, 2022. This term corresponds to the period of Agreement (Insert CDSS grant number, Foundation will input this) between CDSS and EAST BAY COMMUNITY LAW CENTER.
3. **College Responsibilities:**
  - a. **Meeting Space:** Provide access to meeting space El Centro Conference Room to conduct workshops, information sessions, and a private room for legal assessments where confidential information can be exchanged. The frequency of use shall be coordinated jointly between EAST BAY COMMUNITY LAW CENTER and CHABOT COLLEGE and subject to relocation with advance notice so as not to interfere with the delivery of legal services.
  - b. **Logistics:** Provide a CHABOT COLLEGE FACULTY, ADMINISTRATOR OR STAFF to be present at all events to represent the college and assist with logistics. If COLLEGE PERSONNEL cannot be present the contact information of appropriate support staff will be provided.
  - c. **Equipment and Supplies:** Reasonable and economical office equipment and supplies to allow EAST BAY COMMUNITY LAW CENTER to conduct its periodic campus visits, including computer internet access; printer and copier access; telephone; office furniture in the Meeting Space, including a desk, desk chair, and additional chairs as requested; general office supplies reasonably needed to conduct business on Campus, such as paper, tape, pens, stapler, and staples will be provided.
  - d. **Outreach:** The college will inform students, faculty, and staff about the services provided by EAST BAY COMMUNITY LAW CENTER through all outreach channels available. The college will include the dates, times and location of all scheduled visits on host campus(es).
  - e. **Parking:** Provide parking permits for service provider's attorneys and support staff.
  - f. **Use of College Name:** College agrees that EAST BAY COMMUNITY LAW CENTER may use the name of the college during the Term of this Agreement for the sole purpose of publicizing the availability of EAST BAY COMMUNITY LAW CENTER

Services on Campuses, provided that EAST BAY COMMUNITY LAW CENTER clearly communicates that it is providing Services in its own independent capacity. All correspondence, advertisements, and other communications by EAST BAY COMMUNITY LAW CENTER shall be done in accordance to college policy and clearly indicate that the communication is by and from EAST BAY COMMUNITY LAW and not by or from CHABOT COLLEGE or any sister Campus. EAST BAY COMMUNITY LAW shall not delegate the authority to use the name of the college to any other person or entity. EAST BAY COMMUNITY LAW CENTER shall cease using the name of the college if requested to do so by the college or by the college President or designee at any time.

4. **EAST BAY COMMUNITY LAW CENTER responsibilities:** The following is subject to further coordination between EAST BAY COMMUNITY LAW CENTER and Chabot College.
    - i. On-campus immigration legal services: Provide immigration legal services to community college affiliated individuals, that may include all or some of the following legal services: Consultation/Intake;
    - ii. Services to assist with the application process for initial or renewal requests of deferred action under the Deferred Action for Childhood Arrivals (DACA) policy with the United States Citizenship and Immigration Services (USCIS);
    - iii. Services to obtain Other Immigration Remedies (OIR);
    - iv. Services to assist with the Naturalization process and any appeals arising from the process; and
    - v. Services to assist with Removal Defense, including representation in bond hearings.
  - b. Education and Outreach: Provide outreach and education to community college affiliated individuals at the Colleges, that may include all or some of the following:
    - i. Conducting education and outreach to CCC affiliated individuals about available immigration benefits;
    - ii. Providing information regarding changes to immigration law and policy;
    - iii. Developing education and outreach material tailored to CCC affiliated individuals; and
    - iv. Developing referral list of local CDSS legal providers and trusted private attorneys.
  - c. Data Collection:
    - i. EAST BAY COMMUNITY LAW CENTER will provide quarterly reports to the California Department of Social Services of the number of students, faculty and staff who have utilized their services.
    - ii. Due to attorney-client privilege and other confidentiality requirements, EAST BAY COMMUNITY LAW CENTER will not share with the college any information regarding individual cases or specific services provided, or any other similar information.
5. **Cost:** There shall be no cost to the College District its students for the services provided by EAST BAY COMMUNITY LAW CENTER.
  6. **Privacy:** All the matters and issues related to this agreement, shall be governed by and construed in accordance with the laws of the State of California. Partners will not use or

disclose clients' personal health information in a manner that would violate the requirements of the HIPAA privacy rule, FERPA, or California State regulations.

7. **Insurance:** Each party to this MOU agrees to ensure that it currently has, or will procure and will maintain in full force and effect during the life of this MOU, adequate insurance covering its obligations and liabilities under this MOU as required by CDSS. Each party shall supply a certificate of insurance upon request.
  
8. **Indemnification:** Each party to this MOU shall, as permitted by law, indemnify, defend, and hold harmless the other party, its officers, agents, and/or employees from any and all liabilities or expenses, including but not limited to attorney's fees and costs arising in whole or in part from its own negligent acts or omissions or those of its officers, agents and/or employees in performance of this agreement. This provision shall survive the expiration or termination of this Agreement.
  
9. **Termination:** Either party to this MOU may terminate the MOU with thirty (30) days written notice to the other party. Prior to any submission of a termination notice the party submitting the notice must notify the CDSS.

By: \_\_\_\_\_  
Doug Roberts  
Acting Vice Chancellor  
Business Services  
7600 Dublin Blvd  
Dublin, CA 94568  
(925) 485-5201

By: \_\_\_\_\_  
Name  
Title  
LSP  
Address  
Phone

Originator: Alonso Garcia, Foundation for California Community Colleges  
Account No.: No Cost to the District