

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT,
LAS POSITAS COLLEGE
AND
TRI-VALLEY REGIONAL OCCUPATIONAL PROGRAM**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the Chabot-Las Positas Community College District, Las Positas College (hereinafter referred to as “DISTRICT”) whose address is 3000 Campus Hill Drive, Livermore, CA 94551, and Tri-Valley Regional Occupational Program (hereinafter referred to as “CONTRACTOR”) whose address is 1040 Florence Road, Livermore, CA 94550
2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the CONTRACTOR will provide Pathway Coordination under the K12 Strong Workforce Program.
3. **Term of MOU.** This MOU is effective July 1, 2020 and terminate effective June 30, 2021.
4. **Responsibilities of Tri-Valley Regional Occupational Program.** The Tri-Valley Regional Occupational Program will provide the DISTRICT with a qualified K12 Pathway Coordinator to support the DISTRICT’s Career Technical Education program(s). The essential duties and responsibilities of Strong Workforce Program K12 Pathway Coordinator is outlined in ATTACHMENT A.
5. **Responsibilities of Chabot-Las Positas Community College District, Las Positas College.** The DISTRICT agrees to the CONTRACTOR for services satisfactorily rendered pursuant to this MOU, a total fee not to exceed \$62,500.
6. **General Provisions.**
 - A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
 - B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of California.
 - D. **Entirety of Agreement.** This MOU, consisting of two (2) pages represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

E. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

F. Termination. The DISTRICT may terminate this agreement for services for any reason or no reason with a 30-day notice to Tri-Valley Regional Occupation Program but will still uphold the contractual commitment of \$62,500.

7. **Insurance.** The CONTRACTOR shall maintain at all times adequate insurance to protect the District from claims under Worker’s Compensation Acts, and from claims for damages for personal injury, including death, and damage to property which may arise from operations under the MOU. The CONTRACTOR is required to file with the DISTRICT certificates of insurance naming the Pleasanton Unified School District, its Board, officers, employees, and agents as additional insured parties to the coverage, prior to the start of work for:
- a. Worker’s Compensation and Employer’s Liability Insurance.
 - b. Broad from Comprehensive General Liability Insurance, occurrence coverage, with a combined single limit of liability not less than \$1,000,000.
8. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

Chabot-Las Positas Community College District

Tri-Valley Regional Occupational Program

Doug Roberts
Acting Vice Chancellor, Business Services
Chabot-Las Positas Community College District

Julie Duncan
Superintendent
Tri-Valley Regional Occupational Program

Date

Date