

# MEMORANDUM OF UNDERSTANDING (MOU)

## Partnership Agreement

Between

Chabot Las Positas Community College District

And

Tri-Valley Nonprofit Alliance

### 1. PARTNERS

Chabot Las Positas Community College, Las Positas College, hereinafter referred to as LPC and Tri-Valley Nonprofit Alliance, hereinafter referred to as TVNPA.

### 2. AGREEMENT PURPOSE

The purpose of this MOU is to establish the formal cross marketing relationship and partnership for the purpose to enhance the LPC certificate program in non-profit management and the TVNPA Development Institute.

LPC plans to launch a non-credit Nonprofit Management certificate. The curriculum focus will be on all aspects (*financial, legal, operations, marketing, board development and fundraising*) of managing a nonprofit organization. TVNPA is developing a six-session, 15-hour online Development Institute – set to launch in Fall 2020 offering a “deeper dive into fundraising”. LPC will provide an overview of fundraising in their new certificate program and encourage their class participants to take “a deeper dive” by also enrolling in the TVNPA Development Institute program.

TVNPA will promote LPC’s nonprofit certificate program and encourage attendance by member organizations and Development Institute participants.

### 3. TERM

This MOU agreement commences on September 1, 2020 and extends for one year through August 31, 2021.

### 4. AGREEMENT RENEWAL

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

### 5. TERMINATION

This MOU agreement shall terminate August 31, 2021 unless both parties agree to a renewal for the succeeding year. The agreement may also be terminated by either partner with a 30-day written notice.

## 6. SERVICES & OBLIGATIONS

TVNPA and LPC will work collaboratively with the common purpose of increasing the number of students with access to education and training in nonprofit management. This will include, but not limited to, news releases, social media posts, website mentions and links to partner webpages, shared guest speakers.

LPC will provide access to the Foundation Center database as well as courses hosted by Candid to TVNPA member organizations. LPC will provide a staff member or a member from the Foundation Center (aka Candid) as a 'guest lecturer' for TVNPA hosted classes on the Foundation Center database.

### 6.1 Relationship & Governance

a) TVNPA will provide representation to LPC advisory committees including LPC meetings, workgroup(s), and other groups and task forces as agreed to by LPC regarding the nonprofit certificate program.

b) TVNPA and LPC representatives will meet regularly to effectively communicate and guide programs and practices outlined in this MOU.

### 6.2 Communication & Reporting

a) TVNPA shall submit one report per fiscal year including 1) data for student enrolled Development Institute and 2) project summaries.

b) LPC will provide one report per fiscal year including 1) data for student enrolled nonprofit certificate program and 2) minutes of nonprofit advisory board meetings.

## 7. INDEMNIFICATION

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

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

TVNPA declares it prohibits sexual harassment by its board, employees, and agents. TVNPA will take appropriate steps to prevent and prohibit sexual harassment by its authorized agents against any TVNPA seminar attendee, LPC class attendee or LPC nonprofit advisory board member. Any claimed incidents of sexual harassment should be reported to TVNPA immediately. LPC shall have the right to remove any TVNPA alleged offender from its advisory council pending the results of a sexual harassment investigation.

## 9. CONFIDENTIALITY

TVNPA shall enter into student data-sharing agreement with LPC are subject to the California Public Records Act. Bearing applicable law, TVNPA shall treat as confidential all non-public information disclosed by LPC 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. TVNPA shall not disclose Confidential Information to any third party except as LPC authorizes and shall only disclose it to those within TVNPA'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 LPC may approve. This provision is not intended to restrict TVNPA's right to use or disclose information that is already known to the public or rightfully obtained without restriction from other sources. TVNPA shall defend, indemnify and hold harmless LPC 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

LPC 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 LPC personnel or

TVNPA 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 Chabot Las Positas Community College District and the TriValley Nonprofit Alliance. 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. LPC and TVNPA 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.

## CLPCCD ACCEPTS AND AGREES:

Signature:

Print Name: Doug Roberts

Title: Vice Chancellor, Business Services

Chabot Las Positas Community College District

Date:

## TVNPA AUTHORIZED AGENT ACCEPTS AND AGREES:

Signature:

Print Name: Carolyn Siegfried

Title: Chair, Board of Directors

Tri-Valley Nonprofit Alliance

Date: