

MEMORANDUM OF UNDERSTANDING (MOU)

Partnership Agreement

Between

Chabot Las Positas Community College District

Three Valleys Community Foundation

and Tri-Valley Nonprofit Alliance

1. PARTNERS

Chabot Las Positas Community College, Las Positas College, hereinafter referred to as LPC , Three Valleys Community Foundation, hereinafter referred to as 3VCF and Tri-Valley Nonprofit Alliance, hereinafter referred to as TVNPA.

2. AGREEMENT PURPOSE

The purpose of this MOU is to establish the formal partnership related to Candid's Foundation Information Network (FIN) Training Access Program, designed to provide nonprofit organizations with the ability to access grant information via the Foundation Directory and receive capacity building training. This agreement illustrates the collaborative arrangement between all three entities to fulfill the contractual obligations associated with being a FINS Training Access Site.

3. TERM

This MOU agreement commences on September 1, 2021 and extends for one year through August 31, 2022.

4. AGREEMENT RENEWAL

With consent of all 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, 2022 unless all 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

LPC will serve as the physical training hub, with free, on-site, FDO access available to all area nonprofits. TVNPA provide certified instructors to teach six required classes annually, free of charge. The six classes must follow Candid's approved curriculum. Classes to include:

- Introduction to FDO (Foundation Center)
- Introduction to Finding Grants
- Introduction to Proposal Writing
- Introduction to Project Budgets
- Introduction to Fundraising Planning
- Introduction to Corporate Giving
- Is Starting a Nonprofit Right for You

Each entity will promote the free access to the Foundation Center and training opportunities. This will include, but not limited to, coordinated news releases, social media posts, website mentions and links to partner webpages, shared guest speakers.

Secondary level and advanced courses may be developed annually and offered locally by both TVNPA and 3VCF. TVNPA will provide the registration mechanism for the classes taught by their certified instructors. 3VCF will provide the registration mechanism for the classes they teach.

### 6.1 Relationship & Governance

3VCF, TVNPA and LPC representatives will meet semi-annually to effectively communicate and guide programs and practices outlined in this MOU. The group will collectively determine the type of classes offered as well as the schedule.

### 6.2 Communication & Reporting

a) TVNPA will track enrollees in the free FIIN classes and ensure instructors are certified and following appropriate Candid curriculum/content summaries. 3VCF and TVCF will also track attendance at any other secondary or advanced training sponsored by the partnership.

b) LPC will track the number and names of individuals/organizations who accessed the Foundation Center annually.

c) This data will be combined and summarized on an annual, fiscal year basis and serve as metrics for success and evaluation.

## 7. INDEMNIFICATION

3VCF and TVNPA shall both 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 the performance of this MOU agreement.

LPC shall defend, indemnify and hold harmless TVNPA and 3VCF 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 the performance of this MOU agreement.

## 8. COMPLIANCE WITH LAWS AND CERTIFICATIONS

### 8.1 Non-Discrimination

No 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

Both 3VCF and TVNPA declare each prohibits sexual harassment by its board, employees, and agents. Both organizations will take appropriate steps to prevent and prohibit sexual harassment by its authorized agents against any participant. Any claimed incidents of sexual harassment should be reported immediately.

## 9. CONFIDENTIALITY

TVNPA and 3VCF shall enter into student data-sharing agreement with LPC are subject to the California Public Records Act. Bearing applicable law, TVNPA and 3VCF 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. 3VCF and TVNPA shall not disclose Confidential Information to any third party except as LPC authorizes and shall only disclose it to those within either 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 3VCF's or TVNPA's right to use or disclose information that is already known to the public or rightfully obtained without restriction from other sources. Both 3VCF and 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, 3VCF 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, Three Valleys Community Foundation 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. 3VCF, LPC and TVNPA each agree to do all things, and execute all documents, reasonably necessary to effectuate the provisions of this MOU agreement and to publicly support the partnership and the representatives of each organization.

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.

**Signatures follow on next page**

**CLPCCD ACCEPTS AND AGREES:**

Signature:

Print Name: Jonah Nicholas

Title: Vice Chancellor, Business Services

Chabot Las Positas Community College District

Date:

**3VCF ACCEPTS AND AGREES:**

Signature:

Print Name: John Sensiba

Title: Chair, Board of Directors

Three Valleys Community Foundation

Date:

**TVNPA ACCEPTS AND AGREES:**

Signature:

Print Name: Carolyn Siegfried

Title: Chair, Board of Directors

Tri-Valley Nonprofit Alliance

Date: