

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CALIFORNIA ONLINE COMMUNITY COLLEGE DISTRICT ("CALBRIGHT")  
AND  
COMPTON COMMUNITY COLLEGE DISTRICT**

**I. INTRODUCTION**

This Memorandum of Understanding ("MOU") is hereby made and entered into by and between the California Online Community College District/Calbright, a community college district existing and operating under the laws of the State of California ("Calbright") and Compton Community College District ("Compton College"). The purpose of this MOU is, through investment in new strategies, to better position both institutions and other California Community Colleges with students who seek skills-based training and career opportunities. This will be achieved through existing and future expansion of online, competency-based education ("CBE") program pathways with intra-system transferability from Calbright to stackable credentials, certifications and/or degrees at Compton College. Leveraging Tri-City Adult Education regional consortium infrastructure, this partnership will also repurpose and renovate building space at Compton College to serve as a hub for adult education students transitioning into Compton College, students enrolled at Compton College, and/or students enrolled at Calbright. This renovated shared site will also house both institutions' online program student support services.

Following each Party's approval of this MOU and upon further collaboration and discussion between the Parties as outlined in this MOU, the Parties shall develop and enter into a formal agreement that outlines the respective rights and obligations of the Parties with respect to implementation of the Program, which shall be subject to approval by each Parties' respective governing board.

**II. PREAMBLES**

WHEREAS, Calbright is the 115<sup>th</sup> California community college and the 73<sup>rd</sup> college district pursuant to the California Online Community College Act;

WHEREAS, Calbright is committed to increasing economic mobility for working adults who lack easy access to traditional forms of higher education, and will offer flexible, affordable, skills-based programs that provide tangible economic value for both working adults and hiring managers;

WHEREAS, Compton Community College District is a welcoming and inclusive environment where diverse students are supported to pursue and attain student success. Compton College provides solutions to challenges, utilizes the latest techniques for preparing the workforce and provides clear pathways for completion of programs of study, transition to a university, and securing living-wage employment.

WHEREAS, by entering this MOU, the Parties intend to collaborate and cooperate with one another to achieve the following objectives:

- This partnership will provision resources to renovate space for an online hub; CBE professional development for faculty/staff, and an extension of Strut LMS licensing agreements to further develop tier II and III program pathway offerings from both institutions.
- Additionally, resources will be provided to hire a Distance Education (“DE”) Manager as an employee of Compton College to support Calbright and Compton College online students (with Calbright covering 30% of the staff salary) to staff the on-site hub for online education.
- This agreement also includes the Opportunity@Work’s marketplace platform which aligns training providers, job seekers, and employers.
- Compton College’s commitment to this partnership includes integrating the American Jobs Center of California at Rancho Dominguez and Employment Development Department colleagues into the on-site hub and mapping Calbright’s skills-based certificates of competency with Compton College’s programs to ensure that adult learners who successfully train in *medical coding for professionals, information technology, and cybersecurity* will have connecting points to advanced educational institutions.

**NOW, THEREFORE,** in order to formalize the collaborative partnership between Calbright and Compton College agree as follows:

- The Parties will establish a co-located Distance Ed hub as an integrated training and support environment for students, staff, and faculty Calbright and Compton College.
- Calbright will share technology resources (i.e. Badgr, Strut/Canvas, etc.).
- Calbright will facilitate a joint Master Service Agreement with Opportunity@Work (in-kind) as a resource for career services and employer engagement for students, in collaboration with other workforce development intermediaries. The Agreement will also include any relevant terms to effectuate the relationship between Compton and Opportunity@Work.
- Calbright will sponsor and/or co-lead programming with California Virtual College-Online Education Initiative (CVC-OEI) on online education and CBE professional development training.
- Calbright College incurs costs associated with renovating/repurposing Compton College’s Vocational Technology Building (Room 212A/B) on-site DE hub, after the Parties agree to terms in the formal agreement that shall be negotiated and finalized, and then subsequently approved by each Parties’ respective governing board. In exchange for Calbright’s contribution, Calbright shall have use of the DE hub in accordance with the terms of the formal agreement to be entered into between the Parties.
- Calbright College will cover 30% of the hub Distance Education Manager’s annual salary for two academic years (2020-2022), after the Parties agree to terms in the formal agreement that shall be negotiated and finalized, and then subsequently approved by each Parties’ respective

governing board. In exchange for Calbright's contribution, the DE Manager will provide services that will benefit Calbright students, pursuant to the terms of the formal agreement to be entered into between the Parties.

- The total amount of funds Calbright will incur for the costs associated with renovating the DE hub and contributing to the salary of the DE manager shall not exceed \$150,000.

### **III. OBJECTIVE**

The objective of this MOU is to develop, create, and implement a collaborative partnership between the Parties to, among other things, build a scalable infrastructure to help better position Calbright and other California Community Colleges to better respond to workforce demands by improving the alignment between training providers, job seekers, and hiring employers. Accordingly, the Parties agree to provide information, access, and materials necessary to achieve this objective in order to ensure that working adults reach their fullest potential in career and life.

### **IV. AREAS OF COLLABORATION**

The Parties agree to collaborate in following areas:

- Both institutions will research and develop ways to improve the intra-system transfer and onboarding process with the use of technology and high-touch support services.
- Will share student data for transitional support and research subject to data sharing terms to be negotiated and finalized in the formal agreement that will be entered into between the Parties.
- Convene faculty from both institutions to collaborate in mapping and aligning curriculum course(s) SLOs to program competency objectives in Medical Coding at Calbright with the Lynwood Community Adult School/Compton College RN for articulation.
- Additionally, to ensure alumni of Calbright have opportunities for educational advancement, faculty will also review other program pathways for alignment and advanced training for tier I or tier II certificates of achievement and/or degrees at Compton College.
- Develop key performance indicators for a CBE program pathway pilot student cohort including targeted marketing campaigns, co-branded advertising material, supports for onboarding, and intra-system transfer opportunities.

### **V. CALBRIGHT'S RIGHTS AND RESPONSIBILITIES**

Calbright College agrees as follows, subject to the Parties entering into the formal, written agreement that will be subject to approval by each Parties' respective governing board:

- Incur costs for the renovations of an on-site distance education hub and up to 30% of full-time distance education manager annual salary cost for two years (combined items shall not exceed \$150,000).
- Calbright's responsibilities with regard to its contribution of funds shall not arise unless and until the terms of the formal, written agreement between the Parties are finalized and approved by each Parties' respective governing board.
- Calbright will provide CBE Professional Development training opportunities for faculty.
- Calbright will work with a Compton College IT designee on technology integration (i.e. Strut, badgr, etc).
- Calbright will hold task force meetings with alliance partners to conduct research on ways in which we can improve access for students who currently are not engaged with CCCs (i.e. transitions from Adult Ed to CC and other unreached adult learners etc.) and how we can develop a better intra-system transfer and onboarding process with the use of technology and high touch support services.
- Connect Opportunity@Work with Compton College workforce development teams (i.e. SWF Deans, AJCC, etc.) to demo platforms and discuss employer needs, goals/strategies for connecting students with jobs.

## **VI. COMPTON COLLEGE RIGHTS AND RESPONSIBILITIES**

Compton College agrees as follows, subject to the Parties entering into the formal, written agreement that will be subject to approval of each Parties' respective governing board:

- Solicit bids for actual renovation costs for DE Hub.
- As the owner of the DE Hub facility, Compton College shall be responsible for complying with all legal requirements related to the renovation project, including but not limited to procurement, public bidding, and contracting.
- In exchange for Calbright's contribution to the renovation of the DE Hub, Compton shall provide Calbright with use of the DE Hub in accordance with the terms of the formal agreement to be entered into by the Parties.
- Draft and release a job description and salary range for DE Manager to be employed by Compton College and who will provide services to benefit students of both Compton and Calbright.
- As the employer of the DE Manager, Compton shall be responsible for the supervision and oversight of the DE Manager and shall be responsible for any liability that may arise from the DE Manager's actions.

## **VII. FINANCIAL TERMS**

The Parties agree to specifically define the responsibilities and duties each Party will perform, in exchange for financial consideration to be agreed upon by the Parties, which will be negotiated and included in a separate formal, written agreement that shall be executed by both Parties following approval by both Parties' respective governing boards.

## **VIII. DATA PRIVACY**

The Parties shall comply with any and all applicable federal and state laws governing the privacy and security of student educational records during the course of this partnership, and when performing its obligations under this MOU including, but not limited to, Education Code section 76200 *et seq.*, the Family Educational Rights and Privacy Act ("FERPA"; 20 U.S.C. 1232g; 34 C.F.R. Part 99), the Protection of Pupil Rights Amendment ("PPRA"; 20 U.S.C. § 1232h.), and the California Information Practices Act of 1977 (Gov. Code § 1798 *et seq.*). "Education Records" include: (1) any information directly related to a student that is maintained by Calbright and (2) any information acquired directly from the student through the use of instructional software, applications, or hardware assigned to the student by Calbright.

## **IX. USE OF INTELLECTUAL PROPERTY**

The Parties agree that any intellectual property, which is jointly developed through activities covered under this MOU, can be used by either Party for non-profit, non-commercial purposes without obtaining consent from the other and without any need to account to the other.

For purposes of this MOU, the term "Intellectual property" means any patent, copyright, trademark, trade name, service mark, service name, brand mark, brand name, logo, Internet domain name or industrial design, any registrations thereof and pending applications therefore (to the extent applicable), any other intellectual property right (including, without limitation, any know-how, trade secret, trade right, formula, conditional or proprietary report or information, any computer program, software, database or data right), and license or other contract relating to any of the foregoing.

## **X. PRINCIPAL CONTACTS**

The Principal Contact for each one of the organizations is:

Calbright:

Ajita Menon  
CEO/President (Interim)  
1102 Q Street Ste 4800  
Sacramento, CA 95811

Compton College:

Keith Curry, Ed.D.  
CEO/President  
1111 E. Artesia Blvd  
Compton, CA 90221

Such Principal Contacts may be changed in writing from time to time by the Parties.

## **XI. APPLICABLE LAW**

The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of California. The courts of the State of California shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the County of Alameda, California.

## **XII. GENERAL PROVISIONS**

1. **Effective Date.** The MOU shall remain in effect for a period starting on June 1, 2020 through June 30, 2022, unless earlier terminated.
2. **Renewal.** The MOU may be renewed at the end of this period by mutual written agreement by both Parties or adoption of a full complete agreement encompassing this MOU.
3. **Indemnification.** The Parties shall indemnify, save and hold harmless each other, their officers, agents employees and volunteers from and against any and all claims, losses, causes of action, suits, or judgments, including expenses incurred therewith for death or injury to persons, or loss of or damage to property, resulting from negligent acts or willful misconduct of the other Party, its officers, agents, employees or invitees in the performance or arising out of this MOU.
4. **Assignment.** Neither Party may assign or transfer all or any portion of this MOU without the prior written consent of the other Party.
5. **Amendments.** Modifications and amendments to this MOU, including any exhibits or appendices, shall be made in writing and signed by the authorized representatives of both Parties.
6. **Termination.** Any Party may terminate this MOU and any related agreement at any time and for any reason by giving thirty (30) days prior written notice to the other Party.
7. **Authorized Representative.** The individuals signing this MOU on behalf of their respective entities represent and warrant (without personal liability therefore) that upon the signature of each, this MOU shall have been duly executed by the entity each represents.
8. **Dispute Resolution.** The Parties hereby agree that, in the event of any dispute between the Parties relating to this Agreement, the Parties shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within sixty (60) calendar and consecutive days, the Parties agree that the dispute will be negotiated between the Parties through mediation, if Parties can agree on a mediator. The costs of mediation shall

be shared equally by the Parties. Neither Party waives its legal rights to adjudicate this Agreement in a legal forum.

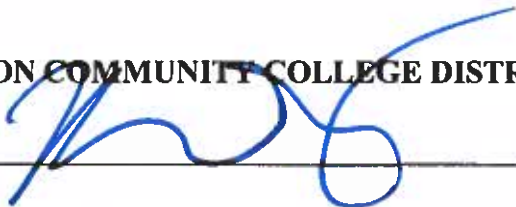
**IN WITNESS WHEREOF**, the Parties hereto have entered into this MOU as of the Effective Date of this Agreement.

**CALIFORNIA ONLINE COMMUNITY COLLEGE DISTRICT/CALBRIGHT**

By:  Date: 09/01/20

Name and Title: President & CEO

**COMPTON COMMUNITY COLLEGE DISTRICT**

By:  Date: 06/16/2020

Name and Title: President / CEO

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