

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made effective this day of, 20, ("Effective Date") by and between Umoja Community Education
Foundation, a California nonprofit public benefit corporation, also known as the Umoja Community Education Foundation (collectively referred to herein as "Umoja"), whose address is P.O. Box 188067,
Sacramento, CA 95818, and(hereinafter called "College"), whose address is,
and sets forth the relationship and obligations between Umoja and College. Umoja and College shall be referred to as the party or collectively as the parties.
WHEREAS , the mission of Umoja is to serve as a critical resource dedicated to enhancing the cultural and educational experiences of African American and other educationally underrepresented students. Umoja believes that when the voices and histories of students are deliberately recognized, the opportunity for self-efficacy emerges and a foundation is formed for academic success;
WHEREAS, minimum core requirements (Minimum Core Requirements), attached hereto and incorporated herein as Exhibit A, have been established for Umoja affiliated programs in California community colleges and which Umoja provides training for college personnel who are implementing those programs; and
WHEREAS , Umoja actively serves and promotes student success through a set of practices and a curriculum that is culturally relevant and responsive to the legacy of the African diaspora;
WHEREAS, the College desires to partner with the Umoja Community Education Foundation and enjoy the benefits related thereto as set forth in Exhibit B and to launch an affiliated program focused on the retention and academic success of African American and other underrepresented students by affiliating

NOW THEREFORE, the parties mutually agree as follows:

I. PERIOD OF PERFORMANCE

with Umoja;

This MOU shall be in effect from the Effective Date until June 30, 2019 and shall automatically renew for subsequent one-year terms for no more than five years, unless earlier terminated. This MOU may be terminated by either party with thirty (30) days' notice to the other party.

II. STATEMENT OF WORK

Umoja and the College shall work together to provide a program for African American and other underrepresented students in a manner consistent with and in furtherance of this MOU and the Minimum Core Requirements.

The current Umoja Minimum Core Requirements (Exhibit A) are incorporated into this Agreement and outline program responsibilities, roles, and expectations for Umoja, College, and their staff in detail. Umoja and College agree to follow these Minimum Core Requirements and the provisions set forth herein in conducting an Umoja affiliated program.

Umoja will provide continued support in the form of professional development and training as described in Exhibit C. College will comply with all terms set forth in this agreement.

III. RESPONSIBILITIES OF THE COLLEGE

It is hereby agreed that the College shall be responsible for the following, according to the terms stated below:

- **A. Minimum Core Requirements.** College shall adhere to all of the Minimum Core Requirements (see Exhibit A).
- **B.** Data Reporting. College must submit all program participant names to the California Community College Chancellor's Office (CCCCO) MIS Special Populations database (SG08) within 30 days of the end of each academic term as required by the CCCCO.
- **C. MOU.** College shall adhere to all of the terms and conditions of this MOU.

IV. RESPONSIBILITIES OF UMOJA

It is hereby agreed that Umoja will provide the following staff development programs:

- A. Summer Learning Institute (SLI). A weeklong, intensive residential training in Umoja Practices and pedagogy for all Umoja program coordinators, instructors, counselors and staff working in the affiliated Umoja program (Team Members). SLI training is mandatory upon initial affiliation and at least every other year thereafter.
- **B.** Ongoing Professional Development Trainings. Additional training and professional development are available to College Team Members through the annual fall Umoja Conference, the Regional Symposia, Umoja Coordinators Winter Retreat, webinar trainings and regional meetings.

Ongoing Support. Ongoing technical support is provided by Umoja Regional Coordinators assigned to each College program. Umoja Regional Coordinators conduct site visitations, consultations and other program support as needed. NOTE: Changes in College Team Members must be reported to the Umoja Regional Coordinator. New team members will be required to attend the next scheduled SLI. Umoja Regional Coordinators also provide Umoja strategic support training sessions within each region to orient new team members.

V. AWARD AMOUNT

When funds are available, Umoja may provide funds to College upon submission of the Umoja Request for Application (RFA). Funds provided by Umoja may only be used for direct student support, registration and travel to Umoja events, or other activities noted in the RFA and cannot be used to supplant local College funds. Umoja will make the RFA available to College when funds are identified. Amount of funds allocated will be based on College need as documented by the term submission of data in the CCCCO MIS Special Populations database.

If sufficient funds are not appropriated by the State of California for this program, or if funding for any fiscal year is reduced or deleted, this Agreement shall either be cancelled pursuant to the applicable Agreement termination provisions or amended to reflect a reduction in funds.

VI. FINANCIAL ACCOUNTING, RECORDS, AND REPORTS

- A. Funds provided under this Agreement are to be used for direct student support such as field trips, book vouchers, bus tokens, marketing, and others noted in the RFA. Funds may not be used for office furniture (such as, file cabinets, desks, tables and chairs), salaries or overhead, or for office renovations or construction, or equipment (e.g., computers and printers).
- Interest earned on funds provided through this Agreement may only be used for purposes of direct Umoja student support. All unexpended funds must be returned to the Umoja Office.
 The check, made out to the Umoja Community, shall be remitted to the Umoja Office by June 30th of each fiscal year.
- C. Allowable costs for financial administration shall be governed by College's institutional standards and those set forth in this Agreement.
- D. College shall maintain accounts, records, and other evidence pertaining to all costs incurred for the Umoja program, including those covered from other sources.
- E. The Chancellor's Office and Umoja shall have access to and the right to examine and audit any directly pertinent books, documents, papers and records for three years after expiration or termination of this Agreement.
- F. Financial reports and line item budgets may be periodically requested by Umoja for programmatic reasons.

VII. TRADEMARK USE POLICY

The phrase "Umoja Community" and the Umoja logo attached hereto and incorporated herein as Exhibit D (collectively referred to herein as "Marks") are the intellectual property of Umoja. These registered Marks are among Umoja's most valuable assets because they identify the publications, educational programs, and other services provided by Umoja and distinguish them from other programs and services. If the Marks are used improperly or without authorization, they will lose their impact, value,

and distinctiveness. Therefore, careful adherence to the Registered Trademark Use Policy (Exhibit D) is essential to preserve Umoja's rights in the Marks.

VIII. PROGRAMMATIC REPORTING REQUIREMENTS

The College shall participate in an assessment process, which includes the collection of quantitative and qualitative data. Umoja and the College will establish a data collection methodology and schedule. The data to be collected shall include, but is not limited to: student information forms, student activity surveys, official grades for each term, student update forms, and statistics regarding the College's ethnic breakdown, course completion rates, retention/persistence rates, graduation rates, and transfer rates. Students will also participate in interviews, complete questionnaires, and/or complete other assessments related to participation in Umoja programming with College. In no case will data be collected which identifies individual students without a release form signed by the student. In addition to the foregoing, College must submit data as required by the California Community College Chancellor's Office (CCCCO), to the MIS Special Populations database (SG08) within 30 days of the end of each academic term. The College will ensure that each Umoja student as described in Exhibit E is entered in the MIS Special Populations Database and confirm that the data is accurate via Datamart.

IX. GENERAL PROVISIONS

- **A. Modification.** Modifications to this MOU shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by authorized officers and directed by their respective organizations, prior to any changes being performed.
- **B.** Participation in Similar Activities. This MOU in no way restricts Umoja or College from participating in similar activities with other public or private agencies, organizations, and individuals, except as roles and responsibilities have been outlined and agreed to in this MOU.
- C. Non-Fund Obligating Document. This MOU is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by the appropriate authority. This MOU does not provide such authority. Each party shall be fiscally responsible for their own work to be performed under this MOU.
- **D. Funding.** Should Umoja and College have sufficient funds to carry out this MOU, this MOU shall remain in effect until it is rescinded by both parties.
- **E. Dissolution or Replacement of the Organizations.** In the event that either Umoja or College dissolves or is replaced by another entity, this MOU shall be terminated automatically.
- **F. Notices.** Any notice required or permitted by this MOU shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or by overnight courier or sent by

email or fax (upon customary confirmation of receipt), or forty-eight (48) hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address or fax number as set forth in the introductory paragraph or as subsequently modified by written notice.

- **G. Indemnification**. Each party shall indemnify, defend, and hold harmless the other party to this MOU, and their respective officers, directors, employees, and agents, from any and all losses, claims, actions, causes of action, demands, or liabilities of whatsoever kind and nature, including judgments, interest, attorneys' fees, and all other costs, fees, expenses, and charges which any such party, its officers, directors, employees, and agents may incur arising out of the negligence or willful misconduct of the indemnifying party, its officers, directors, employees, or agents, or any breach of their obligations hereunder. The terms of this provision shall survive the termination or expiration of this MOU.
- H. Affirmative Action/Non-Discrimination. College agrees that when applicable, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60-1.4 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in Section 503 of the Rehabilitation Act of 1973, as amended, relative to the employment and advancement in employment of qualified individual(s) with a disability without discrimination, and the implementing rules and regulations in Title 41, part 60-741.5 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified disabled veterans, recently separated veterans, Vietnam era veterans, veterans who served on active duty in the U.S. military, ground, naval or air service during a war or in a campaign or expedition for which a campaign badge has been authorized, and Armed Forces service medal veterans, without discrimination, and the implementing rules and regulations in Title 41, parts 60-250.5 and 60-300.5 of the Code of Federal Regulations; Title II of the Genetic Information Nondiscrimination Act of 2008 which prohibits employment discrimination based on genetic information (including family medical history); and the nondiscrimination clause required by California Government Code Section 12990(c) relative to equal employment opportunity for all persons without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetic characteristics), marital status, sex (including but not limited to pregnancy and gender identity), age, or sexual orientation, and the implementing rules and regulations of Title 2, Division 4, Chapter 5, Section 8107 of the California Code of Regulations.
- **I. Assignment**. This MOU may not be assigned or transferred by one party to a third party without the written consent of the other party to this MOU.
- J. Limitations. The parties shall at all times comply with applicable federal, state, or local law. The terms of the MOU are not intended to alter, amend, or rescind any provisions of federal, state, or local law. Any part of this MOU that conflicts with federal, state, or local law shall be considered null and void. In the event that any provision of this MOU conflicts with federal, state, or local law, the provision of the law shall govern.

- K. Agreement. The signatories to this MOU (the parties) agree to allow College to participate as an organizational representative of Umoja. The signatories agree to collectively pursue the positions of the organizations and to coordinate their efforts so as to ensure efficient and effective communications.
- Counterpart Execution. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- **M. Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflict of laws.
- **N. Effective Date.** This MOU will become effective upon signature by the authorized representatives.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first written above.

COLLEGE:
President or Designee
Sign:
Print Name:
Print Title:
Date:

After College signs, submit MOU by one of following methods:

- Mail hard copies to the attention of Umoja Community Education Foundation at P.O. Box 188067, Sacramento, CA 95818
- 2. Submit via email info@umojacommunity.org

All copies will be countersigned and returned in the same method received.

EXHIBIT A

MINIMUM CORE REQUIREMENTS FOR UMOJA AFFILIATED COLLEGES

The following minimum requirements have been set by the Umoja Community Education Foundation for Colleges seeking to establish an Umoja program or affiliate an existing program designed to increase student success and retention of African ancestry and other students. Colleges wishing to affiliate a program with the Umoja Community Education Foundation must minimally satisfy all requirements below.

Upon initial affiliation with the Umoja Community Education Foundation, programs must:

- Maintain a program coordinator with dedicated reassigned time to plan and administer program activities and oversee program budget (see Exhibit F of MOU).
- Maintain a program counselor to provide academic, career, and personal counseling services to
 program participants. The counselor must be allotted dedicated counseling hours proportionate
 to the number of students active in the program (see Exhibit F of MOU). Note: The counselor
 may also serve as the program coordinator as long as reassigned time and dedicated counseling
 hours do not exceed 1.0 FTE.
- Upon the Colleges initial affiliation with Umoja Community Education Foundation, all program Team Members (i.e. coordinator, instructors, counselors and staff) must attend the Summer Learning Institute (SLI). After initial SLI training, Team Members are required to attend the SLI at least every other year. Changes in College Team Members must be reported to the assigned Umoja Regional Coordinator. New team members will be required to attend the next scheduled SLI.
- Provide a student orientation/welcoming ritual/rite of passage or other event at the onset of the program each year and at year-end.
- Enter names of program participants in the California Community College Chancellor's Office Special Populations MIS Database (SG08) within 30 days of the end of each term or ensure that other campus personnel complete this task.

By year four, along with the above requirements, Umoja affiliated programs must:

- Provide at minimum one "Umoja supported" class during each regular semester. An Umoja supported class is one in which the participating faculty member has attended the SLI and receives ongoing training and support from the program coordinator and other Umoja faculty/staff to ensure positive student outcomes.
- Maintain a dedicated space for Umoja students which can be a shared space with other support programs.
- Provide program participants with activities or events that expose them and the program to the larger campus environment (e.g., participation on committees, hosting breakfasts for staff and community members, sharing assessment data, presenting to boards, etc.).

EXHIBIT B

BENEFITS OF JOINING THE UMOJA COMMUNITY

The Umoja Community Education Foundation is a statewide organization dedicated to increasing retention and success rates of African American and other underrepresented students. Colleges with programs aimed toward this cause benefit from joining Umoja by becoming part of a statewide network. A major benefit of this network is access to professional development training on culturally relevant pedagogy specifically designed to enhance the lives and educational experience of African American and other students. This network also affords program staff access to professionally trained Umoja staff who are available to provide strategic support and guidance to assist Umoja faculty and staff in meeting their program objectives. Onsite visits by Umoja Regional Coordinators are conducted each semester. Site visits are designed to assess program strengths and weaknesses and include recommendations for strengthening program efficacy. Programs also benefit by having access to other professional development opportunities specially designed for Umoja practitioners including webinars offering training and information regarding changes to statewide policy and regulations.

How do students benefit?

Students benefit from Umoja programs in the following ways:

- Increased rates of course retention, completion and success.
- Opportunity to attend Umoja sponsored conferences and regional symposia.
- Access to Umoja scholarships.
- Curriculum and teaching practices designed to empower and increase self-efficacy.
- Opportunity to develop leadership skills in a supportive environment.
- Access to representatives from Historically Black Colleges and Universities (HBCUs) and opportunities for on-the-spot admission to an HBCU at the annual fall conference.
- Access to discounted rates for HBCU tours.

What are the benefits for your program?

- Inclusion in the California Community College Chancellor's Office MIS Special Populations data submission.
- Member of a professional network supportive of the needs and interests of programs designed to increase retention and success of African American and other underrepresented students.
- Representation as a collective voice at the state Chancellor's office supporting issues of equity for students of color particularly African American and other underrepresented students.
- Opportunities to discuss program challenges and issues with other Umoja programs during regional meetings and forums.
- Immediate intervention and support if sustaining your program becomes a challenge.

Fiscal benefits

• All Umoja programs are supported by funding received through grants and other funding streams, when funding is available.

EXHIBIT C

PROFESSIONAL DEVELOPMENT

Professional development offered through the Umoja Community Education Foundation is a fundamental component for the Umoja program. Generally, a series of specific activities are offered and Umoja programs are strongly recommended to attend:

• Umoja Conference (2 days in November)

Attendees: Students, Faculty/Staff

Umoja Coordinators Winter Retreat (2 days in January)

Attendees: Faculty/Staff

• **Umoja Regional Symposia** (1 day each in Northern and Southern California March and/or April) Attendees: Students, Faculty/Staff

• Summer Learning Institute (5 days in June)

Attendees: Faculty/Staff (Required training for program staff upon initial affiliation with Umoja and every other year thereafter)

The following information is provided for program planning purposes and includes estimated costs and payment deadlines for Umoja professional development activities. Programs are required to cover their own travel and registration costs unless otherwise indicated.

• Umoja Conference (2 days in November)

Payment deadline: October 1

Estimated registration costs per person: \$500 faculty/staff; \$300 students (includes conference

materials and some meals)

Umoja Coordinators Winter Retreat (2 days in January)

Payment deadline: December 1

Estimated travel costs per coordinator: \$200

Regional Symposia (1 day each in Northern and Southern California March and/or April)

Payment Deadline: February 1

Estimated registration costs per person: \$25 faculty/staff; \$15 students (includes symposia

materials and meals)

• Summer Learning Institute (5 days in June)

Payment Deadline: May 1

Estimated registration costs per person: \$2,000 faculty/staff (includes institute materials,

lodging and meals)

EXHIBIT D

TRADE MARK POLICY

The Policy states the terms and conditions under which the College may use the Marks.

- a. All Marks used in connection with Umoja activities or related to Umoja are protected under applicable trademark laws and are the exclusive property of Umoja. As a general rule, no person or entity may use or authorize the use of any of the Umoja Marks in any manner other than as expressly authorized by Umoja. Umoja reserves the right to revoke authorization to use the Marks at any time in its sole discretion.
- b. College is authorized to use the Marks in accordance with this Policy during the term of this MOU. No other persons, organizations, or entities are permitted to use the Marks without express written authorization from Umoja. College is prohibited from authorizing the use of the Marks by third parties, except as authorized in advance by Umoja and pursuant to an approved license agreement.
- c. College is permitted to use the Marks and to accurately and truthfully represent its affiliation with Umoja. College and other third parties are prohibited from using the Marks to expressly or implicitly suggest an affiliation or other relationship with Umoja that is untruthful or inaccurate.
- d. To protect the effectiveness, value and distinctiveness of the Marks, a consistent look must be maintained. Accordingly, College must use the Marks as required by Umoja. The Marks may not be modified in any manner, except only as authorized by Umoja.
- e. Trademarks and service marks are adjectives that modify nouns and verbs. Therefore, the Marks should not be used alone as nouns (except only when the name "Umoja" is used as a corporate name to refer to Umoja). Similarly, the Marks should not be used in a possessive form by adding an apostrophe "s" or used as a verb or in a plural form (except to refer to programs or services offered by Umoja). When using the Umoja Marks, do not add hyphens, vary the spelling or graphics, or combine any or all of the words. Where possible, the Marks should be used as adjectives immediately preceding nouns that describe the product or service in question.
- f. College may use the Marks in connection with geographic modifiers, but any new graphics or other changes must be approved by Umoja.
- g. Although not required, it is advisable to attribute ownership of the Marks to Umoja in order to gain the full benefit of the goodwill associated with the Marks. Therefore, it is encouraged to indicate in a footnote at the bottom of advertising copy that the Marks displayed in the advertisement are service marks of Umoja.

Example: "Umoja Community SM" is a Service Mark of Umoja Community Education Foundation.

Authorization for any uses of the Marks other than as stated herein should be requested of Umoja by contacting Umoja's Executive Director.

UMOJA MARKS

The Umoja Logos Trademarked have been completed in the fall of 2017.







EXHIBIT E

Definition of an Umoja Student

An Umoja student is someone who has a student ID number at the College and meets two or more of the following criteria:

- A. is enrolled in or has been enrolled in an Umoja class, whether that class be linked, learning community, Umoja cohort, Umoja-supported or a stand-alone Umoja class;
- B. is using or has used Umoja counseling and educational planning;
- C. is using or has used Umoja-sponsored resources, student services, or academic support services;
- D. is participating or has participated in at least two of the following Umoja-sponsored activities: workshops, events, leadership activities, club; or HBCU, UC, CSU and other college tours;

The Umoja Community Education Foundation recognizes and celebrates the fact that our programs share a core set of Umoja Practices and some fundamental minimum qualifications to be a member of Umoja, including affiliation with the Umoja. At the same time we recognize and celebrate that our programs have many varied expressions, components, supports and activities. We intend for the above criteria to reflect the range of resources, activities and services our programs currently offer.

Umoja programs must report all Umoja students from current and prior cohorts active on the campus for every term—summer, fall, and spring. Failure to report all students, will not provide accurate data on student's progress toward their educational goals and will result in a loss of credit for serving them. Colleges are advised to consult with local IT support regarding a process for rolling over students each term for those that are currently in the MIS Special Populations system.

EXHIBIT F

RECOMMENDED WORKLOAD ASSIGNMENT FOR UMOJA COORDINATORS AND COUNSELORS

Coordination

The Umoja Community Education Foundation advises that Umoja program coordinators, and other faculty who provide coordination duties, are given sufficient time to coordinate the Umoja program. In addition to performing typical coordination duties, Umoja coordinators are also tasked with communicating and collaborating with the statewide office as well as the Umoja Community network which includes participating in regional activities, arranging required site visits, interacting with faculty and staff in other affiliated programs and providing data and information upon request and according to the Scope of Work articulated with the California Community College Chancellor's Office. The coordination of an Umoja Program should always be performed by a faculty member; however, some programs have utilized a combination of both faculty and classified staff serving as co-coordinators.

It is highly recommended that program coordinators in the development phase of starting an Umoja program receive, at minimum, 0.5 FTE for the first year as the work required for establishing and then launching an Umoja Program is time intensive. Typical duties of coordinators in the development phase of establishing an Umoja Program include advertising the program to the college community and area high schools, recruiting students, creating program fliers, posters, etc., working with the instructional faculty in creating culturally relevant curriculum for Umoja courses, working with statewide representatives and making visits to other local programs, attending meetings and events, and other program related tasks.

Established Umoja programs that have been in existence for two or more years serve a combination of new and continuing students. Therefore, it is highly recommended that Umoja Program coordinators working with established programs that have been in existence for two or more years receive the equivalent of 0.5 and up to 1.0 FTE* to perform coordination duties depending on the number of new and continuing program participants. Typical duties of the Umoja coordinator include, but are not limited to: recruiting and enrolling new program participants; tracking the course progress of new program participants and progression toward goal completion for continuing students; tracking and recording utilization of program counseling services each semester; faculty recruitment and orientation, program planning and scheduling of events, field trips, workshops, etc.; sending weekly emails to program participants announcing important events or program news; chairing and attending meetings; submitting budget plans and requests for funds; program review, data collection and reporting; attending program events; other program related tasks.

Counseling

Counselors are a vital component of a successful Umoja program. Umoja counseling faculty provide academic, career and personal counseling services to students as described in the Standards of Practice for California Community College Counselors (ASCCC, 2012). Umoja counselors are responsible for keeping students on track toward reaching their educational goals by providing student follow-up and case management services as well as intrusive counseling and referral services. Umoja counselors are also responsible for conducting student workshops, and making classroom visits to program courses to make announcements or provide relevant information to program participants. Umoja program participants are required to have a minimum of two (2) counseling contacts each semester. Therefore, it is recommended that Umoja programs have at minimum 0.2 FTE in designated counseling hours for program participants and up to 1.0 FTE* depending on the number of new and continuing program

participants. One or multiple counselors may be designated to provide counseling services dedicated to Umoja program participants.

*The suggested faculty reassigned time for coordinators serving 150 to 200 students is 0.75 FTE; for programs serving more than 200 students, the suggested reassigned time is 1.0 FTE.

**The suggested dedicated counseling hours for Umoja programs serving 30 to 75 students is 0.2 FTE; for programs serving 75 to 125 students, 0.4 FTE, for programs serving 125 to 175 students, 0.6 FTE, for programs serving 175 to 225 students, 0.8 FTE, for programs serving 225 to 275, 1.0 FTE. For populations over 275 students, Umoja designated counseling hours should increase incrementally by 0.2 FTE for every additional 50 students active in a program.