

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF MORENO VALLEY
ECONOMIC DEVELOPMENT & HOUSING DEPARTMENT

AND

MORENO VALLEY COLLEGE
CAREER AND TECHNICAL EDUCATION

FOR

THE MOVALEARNS - MAYOR'S CHALLENGE PROGRAM
("MOVALEARNS")

1. INTRODUCTION

This Memorandum of Understanding ("MOU") is made and entered into for program years 2024/2025 – 2027/2028, by and between the City of Moreno Valley, a general law city and a municipal corporation of the State of California located in Riverside County, (collectively "CITY") and Moreno Valley College, a community college located in the State of California, by and through its Career and Technical Education program (collectively "COLLEGE"). The CITY and COLLEGE are collectively referred to herein as the "PARTIES."

2. PURPOSE

This MOU outlines the agreement between the PARTIES to work in partnership to continue the MoVaLEARNS - Mayor's Challenge program to assist with the completion rate for Moreno Valley residents that are enrolled in Moreno Valley College.

3. BACKGROUND

On January 12, 2017, the City of Moreno Valley and Moreno Valley College signed an interest letter agreeing to create a strategic partnership to further mutually beneficial Career and Technical Education (CTE), training, business outreach and student and workforce development opportunities.

Since that time, the PARTIES have worked together to attract higher paying jobs, increase the quality of life for residents, encourage local retention of home-grown talent, encourage student achievement, increase college graduation rates and to incentivize businesses to promote the hiring of local graduates and work collaboratively in the following ways to achieve these ends:

1. Meet regularly to discuss program development, outreach opportunities, new initiatives, and effectiveness of the program;
2. Jointly conduct business outreach through the CITY's Momentum MoVal Business Visit and Business Roundtable programs;
3. Promote job opportunities and student services at the CITY's Moreno Valley Business & Employment Resource Center (BERC);
4. Participate in and mutually support the COLLEGE's regional efforts to implement the California Community Colleges' Strong Workforce program;
5. Support the COLLEGE's CTE outreach efforts by participating in job fairs and the CTE Advisory Board;
6. Support the COLLEGE's College Promise program to help fund school costs for participants;
7. Support the CITY's Hire MoVal program by assisting to promote the Hire A Grad program, a local hire initiative that incentivizes local businesses to hire Moreno Valley graduates;
8. Collaborate to identify and pursue grant opportunities;

9. Partner to promote the iMake Innovation Center (also known as the makerspace); and
10. In 2018, the CITY and COLLEGE received a \$100,000 grant from Bloomberg Philanthropies to develop the MoVaLEARNS program.
11. In 2019, the CITY and COLLEGE entered into an MOU to build on the partnership and to further develop the MoVaLEARNS program.

The CITY and COLLEGE enter into this MOU to build on the partnership and to further develop the MoVaLEARNS program by providing a stipend to Moreno Valley residents that are enrolled in Moreno Valley College in order to increase the graduation rate and completion of CTE programs.

4. PARTIES OBLIGATIONS

A. COLLEGE Obligations:

- a. Manage the enrollment and verification of Moreno Valley residents that are CTE students, have Moreno Valley College listed as their primary school, and meet the criteria as outlined in Exhibit "A";
- b. Promote the program to potential CTE students and coordinate with faculty and staff to ensure student access to the program;
- c. Maintain a database of all student participants and track student outcomes;
- d. Provide an annual report describing outcomes and key data for students enrolled in the program;
- e. Provide a minimum of one update to the CITY per year on the program; and
- f. Collaborate with CITY staff to develop and implement each year's program schedule outlined in Exhibit "B";
- g. Coordinate and schedule one special event on the COLLEGE campus each program year as outlined in Exhibit "B";
- h. Support and actively seek grant and funding opportunities from state, local, federal, and private sources.

B. CITY Obligations:

- a. Provide funding of \$100,000 per year to fund the program each fiscal year;
- b. Provide direct stipend disbursements to qualified CTE students as approved by the COLLEGE ;
- c. Develop marketing materials such as flyers, press releases, and digital assets;
- d. Coordinate events related to the program such as kick-offs meetings, training events, or workshops;
- e. Collaborate with COLLEGE staff to develop and implement each year's program schedule outlined in Exhibit "B";
- f. Coordinate and schedule one special event at a CITY facility each program year as outlined in Exhibit "B";

- g. Coordinate any volunteer opportunities for students;
- h. Serve as a liaison between MoVaLEARNs, Moreno Valley College and the Moreno Valley business community;
- i. Support and actively seek grant and funding opportunities from state, local, federal, and private sources; and
- j. Utilize CITY marketing and promotion avenues to promote the program.

5. COSTS

A. COLLEGE Not Obligated for Any Costs

The CITY acknowledges and agrees that the COLLEGE shall not be liable for any costs incurred by the CITY, including any of its affiliates in connection with the administration and/or implementation of this MOU or any related partnership or program activities.

The CITY further acknowledges and agrees that the COLLEGE shall not be liable in any way for payment of any costs, fees, wages, or any other amounts to be paid to any party arising out of or related to this MOU.

B. CITY Not Obligated for Any Costs

The COLLEGE acknowledges and agrees that the CITY shall not be liable for any costs incurred by the COLLEGE, including any of its affiliates in connection with the administration and/or implementation of this MOU or any related partnership or program activities.

The COLLEGE further acknowledges and agrees that the CITY shall not be liable in any way for payment of any costs, fees, wages, or any other amounts to be paid to any party arising out of or related to this MOU.

6. GENERAL TERMS

It is further mutually agreed by the PARTIES as follows:

A. Insurance

The PARTIES shall meet the insurance requirements attached hereto as Exhibit "A" or provide a certificate of self-insurance acceptable to the other party.

B. Indemnity; Hold Harmless

The PARTIES shall indemnify and hold harmless each other, their Agencies,

Districts, Special Districts and Departments, their respective directors, officers, elected and appointed officials, employees, agents, and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any acts, services, misconduct or obligations of the indemnifying party, including their respective officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this MOU, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of that party, including their respective officers, employees, subcontractors, agents or representatives. The indemnifying party shall defend, at their sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein, the indemnitor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of indemnitee; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the indemnitor's indemnification to Indemnitees as set forth herein.

The indemnitor's obligation hereunder shall be satisfied when the indemnitor has provided to indemnitee the appropriate form of dismissal relieving the indemnitee from any liability for the action or claim involved.

The specified insurance limits required in this MOU shall in no way limit or circumscribe the indemnitor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

C. Alternative Dispute

The PARTIES agree that before either party commences any legal or equitable action, action for declaratory relief, suit, proceeding, or arbitration that the PARTIES shall first submit the dispute to mediation through a mutually acceptable professional mediator in Riverside County. Each party shall bear its own expenses and costs associated with the mediation. The cost of mediator shall be shared equally by the PARTIES.

D. Notices

Any and all notices sent or required to be sent under this MOU shall be mailed to the following addresses, or any other address provided by the PARTIES in writing; and are deemed delivered one (1) day after their deposit in the United States Mail, postage prepaid:

College: Moreno Valley College
16130 Lasselle Street
Moreno Valley, CA 92551
Attn: Dean of Instruction, Career Technical Education

City: City of Moreno Valley
Economic Development & Housing Department
14177 Frederick Street
Moreno Valley, CA, 92552
Attn: Economic Development & Housing Director

E. Termination

Either party may terminate this MOU for any reason by giving written notice to the designated representative of the other party ninety (90) days prior to the expiration of this MOU. Except as otherwise provided herein, upon termination of this MOU, neither party shall have any obligation to other. If this were to occur, program participants would be notified that stipend would end, due to termination of the program.

F. Legal Authority

Nothing in this MOU binds the CITY or COLLEGE to perform any action that is beyond its legal authority.

G. Conflict of Interest

No member, official or employee of the CITY or COLLEGE shall have any personal interest, direct or indirect, in this MOU nor shall any such member, official or employee participate in any decision relating to this MOU which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

H. Confidentiality

- a. The CITY and COLLEGE shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this MOU. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; CITY or COLLEGE information or data which is not subject to public disclosure; CITY or COLLEGE operational procedures; and knowledge of selection of contractors,

subcontractors, or suppliers in advance of official announcement.

- b. The CITY and COLLEGE shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this MOU, except for general statistical information not identifying any person. The CITY or COLLEGE shall not use such information for any purpose other than carrying out the obligations under this MOU. Both PARTIES shall promptly transmit in writing all third party requests for disclosure of such information. Neither Party shall disclose, except as otherwise specifically permitted by this MOU or by law, any such information to anyone. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

I. Interpretation and Governing Law; Severability

This MOU and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This MOU shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the PARTIES hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this MOU, all PARTIES having been represented by counsel in the negotiation and preparation hereof.

Any legal action related to the performance or interpretation of this MOU shall be filed only in the Superior Court of the State of California located in Riverside, California, and the PARTIES waive any provision of law providing for a change of venue to another location. In the event any provision in this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

J. No Third-Party Beneficiaries

This MOU is made and entered into for the sole protection and benefit of the PARTIES hereto and shall not create any rights in any third PARTIES, including, but not limited to any businesses or individuals participating in the MOU programs, or any affiliates. No other person or entity shall have any right of action based upon the provisions of this MOU.

K. Section Headings

The Section headings herein are for the convenience of the PARTIES only

and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this MOU.

L. Compliance with Laws and Regulations

By executing this MOU, the PARTIES agree to comply with all applicable federal, state, and local laws, regulations, and ordinances.

M. Waiver

Any waiver by the PARTIES of any breach of any one or more of the terms of this MOU shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this MOU. Failure on the part of the COLLEGE to require exact, full, and complete compliance with any terms of this MOU shall not be construed as in any manner changing the terms or preventing the CITY from enforcement of the terms of this MOU.

N. Authority to Execute

The persons executing this MOU or exhibits attached hereto on behalf of the PARTIES to this MOU hereby warrant and represent that they have the authority to execute this MOU and warrant and represent that they have the authority to bind the respective PARTIES to this MOU to the performance of its obligations hereunder.

O. Amendments and Modifications

It is agreed that the rights, interests, understandings, agreements, and obligations of the respective PARTIES pertaining to the subject matter of this MOU may not be amended, modified, or supplemented in any respect except by a subsequent written instrument evidencing the express written consent of each of the PARTIES hereto and duly executed by the PARTIES.

P. Effective Date; Term

The term of this MOU shall commence on the date of the last signature below ("Effective Date") and shall continue for 48 months ("Term"), unless extended by written mutual agreement of the PARTIES or terminated earlier.

Q. Entire MOU

This MOU is intended by the PARTIES hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings,

oral or written, in connection therewith. Any amounts to or clarification necessary to this MOU shall be in writing and acknowledged by all PARTIES to the MOU.


[Signatures on Following Page]

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the PARTIES hereto have caused their duly authorized representatives to execute this MOU as of the dates written below.

“COLLEGE”

MORENO VALLEY COLLEGE, a community college in the State of California, by and through its Career and Technical Education Program

By: 
Robin Steinback (Jun 27, 2024 15:53 PDT)

Robin L. Steinback, Ph.D.
President

Date: 06/27/2024

“CITY”

CITY OF MORENO VALLEY, a general law city and a municipal corporation of the State of California located in Riverside County

By: _____
Mike Lee
City Manager

Date: _____

APPROVED AS TO FORM

INTERNAL USE ONLY

ACCEPTED AS TO FORM

City Attorney

Date

RECOMMENDED FOR APPROVAL

Department Head

Date

Exhibit A

MoVaLEARNS – Mayor’s Challenge Program							
Annual Program Amount	\$100,000 per year for four years, starting in Fall 2024.						
Start Date	Fall Semester 2024 - 2028						
Eligibility	<ol style="list-style-type: none"> 1. Residency: Must be a Moreno Valley resident (To be verified via MVC student records). 2. Age: Must be 18 years or older (must show government identification). 3. Student: Must be a student at Moreno Valley College enrolled in a minimum of 6 units and no more than 50 units completed (to be verified via MVC student records). 4. Enrollment: Must have Moreno Valley College listed as their primary campus. 5. Career Track: Must be a Career and Technical Education (CTE) student. 6. Units: Must be a second year student with a minimum of 12 units completed. 7. Good Standing: Must have 2.0 GPA or higher. Must not be on Academic probation. 8. College Promise: Students who have previously completed the College Promise program will be given preference. 9. Enrollment: Must complete and sign all program registration documents. 10. Termination: CITY or COLLEGE reserve the right to terminate any student at any time. 						
Parameters	<p>To assist 50 students per year at a minimum of \$250 per month.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">Stipend Only</td> <td style="text-align: center;">Fall and Spring Semester Only</td> <td style="text-align: center;">$\\$250/\text{month} \times 8 \text{ months/year} =$ $\\$2,000/\text{year/student}$</td> </tr> <tr> <td style="text-align: center;">\$250</td> <td style="text-align: center;">(8 months)</td> <td style="text-align: center;">$\\$2,000 \times 50 \text{ students/year} =$ $\\$100,000$</td> </tr> </table>	Stipend Only	Fall and Spring Semester Only	$\$250/\text{month} \times 8 \text{ months/year} =$ $\$2,000/\text{year/student}$	\$250	(8 months)	$\$2,000 \times 50 \text{ students/year} =$ $\$100,000$
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\$250	(8 months)	$\$2,000 \times 50 \text{ students/year} =$ $\$100,000$					
Enrollment Process/Recruitment	COLLEGE to approve and provide list of qualified CTE students. CITY to disburse funds directly to students.						
Payment Distribution	Monthly: September thru December and February thru May.						
Volunteer/Service Learning	Students must complete 20 hours of volunteer and community service at the COLLEGE or CITY sponsored activity.						

Exhibit B

MoVaLEARNS – Mayor’s Challenge Program Schedule of Key Events	
Enrollment	<p>Both the CITY and the COLLEGE will actively promote the program to enroll eligible students. Enrollment activities will be continuous, with a strong emphasis at the end of each Spring and during the Summer semester terms.</p> <p>CITY and COLLEGE staff will aim to enroll all 50 students before the Kick-Off Meeting.</p>
Kick Off Meetings	<p>At least one kick-off meeting will be scheduled at the beginning of each program year to provide an orientation session for new MoVaLEARNS students. This meeting should typically be held at the beginning of September.</p>
Touchpoint Events	<p>At least one meeting per month should occur with students, either in person or online, to keep them engaged in the program and assist them with additional learning opportunities. Kick-Off Meetings and Special Events can count as monthly touchpoint events.</p>
Special Events	<p>A special in-person event should be held at the end of each semester to allow students an opportunity to meet with CITY and COLLEGE staff as well as Moreno Valley City Council members. These events typically occur during the months of December and May of each program year. Food and guest speakers will be provided.</p>





Agreement

Final Audit Report

2024-06-27

Created:	2024-06-27
By:	Susan Lauda (susan.lauda@mvc.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAATyQBLMYGcUYm2QhIOAJJNMW2CKDovzPF

"Agreement" History

-  Document created by Susan Lauda (susan.lauda@mvc.edu)
2024-06-27 - 6:13:03 PM GMT- IP address: 204.69.4.7
-  Document emailed to Robin Steinback (Robin.Steinback@mvc.edu) for signature
2024-06-27 - 6:13:43 PM GMT
-  Document e-signed by Robin Steinback (Robin.Steinback@mvc.edu)
Signature Date: 2024-06-27 - 10:53:35 PM GMT - Time Source: server- IP address: 204.69.4.7
-  Agreement completed.
2024-06-27 - 10:53:35 PM GMT