

**MEMORANDUM OF UNDERSTANDING
K12 STRONG WORKFORCE PROGRAM (SWP) COLLABORATION AGREEMENT BETWEEN
SAN JOSÉ CITY COLLEGE AND SAN JOSÉ UNIFIED SCHOOL DISTRICT**

1. Parties. This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the San José City College (SJCC), whose address is 2100 Moorpark Avenue, San Jose, CA 95113 (hereinafter called “College”), and San José Unified School District (District) whose address is 855 Lenzen Avenue San Jose, CA 95126 for services at San José High School (SJHS) whose address is 275 North 24th Street, San José, CA. 95116.
2. Purpose. The purpose of this agreement is for SJCC and District to enter into an agreement for K12 Strong Workforce Program (SWP) collaboration agreement.
3. Term of MOU. This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect from July 1, 2024, to June 30, 2026. This MOU may be terminated, without cause or for any cause, by either party upon thirty (30) days written notice, which notice shall be delivered by email to purchasing@sjsud.org or by certified mail to the addresses listed above. The funding amount for this K12 SWP partnership is \$300,000 (\$150,000 per year) in total.
4. Responsibilities of College will provide:
 - To provide dual enrollment credit courses within the following pathways: Health, Business/Entrepreneurship, Computer Information/Computer Sciences, Machine/Laser manufacturing production, early childhood education, and public health sector.
 - Designate a college contact area for dual enrollment career education pathway program planning.
 - Provide enrollment and registration support for dual enrollment.
 - Assist with providing students sessions, orientation, tutors, campus tours, and other student success supportive services.
 - Invoice SJHS for quarterly expenses for this project aligned to NOVA K12 quarterly fiscal reports.
5. Responsibilities of San Jose High School will provide:
 - Identified high school students for dual enrollment pathway courses.
 - Identity a high school contact to attend dual enrollment course planning meetings.
 - Provide on time student registration and student textbook needs for the program.
 - Provide data sharing and reporting information for NOVA K12SWP reports.
 - Participate in San José City College community engagement events for high school students.
6. Accessibility. Any curriculum or coursework developed by the parties to this MOU shall comply with the accessibility requirements of 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794D) and its implementing regulations as set forth in Title 36, Code of Federal Regulations, part 1194.
7. Insurance. Each party will take the necessary steps to maintain customary insurance or self-insurance coverages for its officers and directors, employees and agents working on implementing this MOU, including, without limitation, comprehensive general liability, errors and omissions, and worker’s compensation coverages. College shall be named as an Additional Insured under the General Liability policy. Failure to maintain such insurance or self-insurance shall be a breach of this Agreement. District shall provide proof of such insurance to the College prior to performance under this MOU.
8. 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 of 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.

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9. General Provisions

- A. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
- B. 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 in the Superior Court of California, Santa Clara County.
- D. Entirety of Agreement. This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- E. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- F. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only the parties to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.
- G. Assignment. Neither party may assign this Agreement without the written consent of the other party.

10. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

San José Unified School District

San José High School

Signature:

Signature:

Signed by:
Ryan Jahrman
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Date:

Date:

3/21/2025

Print Name: Tracy Morrison

Print Name: Ryan Jahrman

Title: Director of Procurement

Title: Assistant Principal of Instruction

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San José-Evergreen Community College District

Signature  Date 3/19/2025

Print Name: Edwin Chandrasekar

Title: Vice Chancellor of Administrative Services

San José City College

Signature  Date 3/17/2025

Print Name: David Wain Coon

Title: Acting President

Signature  Date 3/20/2025

Print Name: Maniphone Dickerson

Title: VP of Strategic Partnerships and Workforce Innovations

**SAN JOSÉ UNIFIED SCHOOL DISTRICT
SERVICE AGREEMENT**

EXHIBIT A
CONTRACTOR CERTIFICATION

THE UNDERSIGNED EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT UNDERSIGNED IS:

- (1) A representative of the Contractor,
- (2) Familiar with the facts herein certified,
- (3) Authorized and qualified to execute this certificate on behalf of Contractor and that by executing this Agreement is certifying the following items.

Fingerprint and Background Certification. Business entities entering into a Service Agreement with the District shall comply with Education Code section [45125.1](#). Such entities are responsible for ensuring full compliance with the requirements of this statute and should thoroughly review the requirements thereunder.

The Contractor and the Contractor parties shall at all times comply with the fingerprint and background certification requirements as set forth below. Specifically, by checking an applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties will not be present on a District site or will not have contact with District students when District students are present during the term of this Agreement.
- The Contractor shall conduct the required criminal background check(s) of all persons who will be providing services to the San José Unified School District on behalf of Contractor, and that none of those persons have been reported by the Department of Justice (“DOJ”) as having been convicted of a serious or violent felony as specified in Penal Code Sections [667.5](#) and/or [1192.7\(c\)](#). I understand that this Certificate is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. Upon request, Contractor will provide a list of the names of the employees who may come in contact with pupils while providing Services under this Agreement. This list shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.
- Arrange to have a Certificated District Employee continually monitor and supervise the Contractor at all times while services are provided on site such that Contractor will have no interaction with any District student outside the immediate supervision and control of a District employee. As supported by California Education Code Section 45125.1.

Certificated District Employee: [Name], [Title] at [School]

Signature: _____ Date: _____ Principal Initials: _____

Megan’s Law (Sex Offenders). I have verified and will continue to verify that the employees of the Contractor and the Subcontractor(s) having contact with District students under this agreement are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

Tuberculosis Certification. The Contractor and the Contractor parties shall at all times comply with the certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties will not be present on a District school site and will not have contact with District students when District students are present during the term of this Agreement.

SAN JOSÉ UNIFIED SCHOOL DISTRICT SERVICE AGREEMENT

EXHIBIT A CONTRACTOR CERTIFICATION CONTINUED

- District has determined that Contractor will not have frequent or prolonged contact with students. District's determination is in compliance with and supported by California Education Code Section [49406\(m\)](#).
- The following Contractor and/or Contractor parties shall or may be on a District school site and have contact with District students during the term of this Agreement and, at no cost to District, they have received a tuberculosis risk assessment that complies with the requirements of California Education Code Section [49406](#). In addition, the Contractor shall maintain on file the certificates showing that the Contractor parties were examined and found free from active tuberculosis. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the effective date of this Agreement are subject to the tuberculosis certification requirements and shall be prohibited from having any contact with District students until the tuberculosis certification requirements have been satisfied and District determines whether any such contact is permissible.

COVID-19 Certification. The Contractor and the Contractor parties shall at all times comply with the Covid-19 certification requirements as set forth below. Contractor hereby represents and warrants to District the following:

I acknowledge and am aware of all applicable requirements and recommendations to mitigate the spread of COVID-19, including [COVID-19 Public Health Guidance for K–12 Schools to Support Safe In-Person Learning for the School Year](#) and [San José Unified's COVID Health and Safety Information](#).

Contractor further agrees and acknowledges that District may at its sole discretion modify the requirements of this COVID-19 certification to ensure the health and safety of students.

Lobbyist Certification. The Contractor and the Contractor parties shall at all times comply with the lobbyist certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties are not a "Lobbying Coalition," "Lobbying Firm," "Lobbyist" or "Lobbyist Employer" as those terms are defined in the Political Reform Act of 1974 (Gov. Code §§ 81000) (collectively "Lobbyist") and are not performing Services hereunder that would require registering as a Lobbyist.
- Contractor and/or Contractor parties Services hereunder shall or may include lobbying. Contractor and/or Contractor parties shall comply with all applicable District, local, state and/or federal policies, rules, regulations, statutes and requirements governing Lobbyists. In addition, the Contractor shall maintain on file registering and reporting records for Lobbyists. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Conflict of Interest Certification. The Contractor and the Contractor parties shall at all times comply with the conflict of interest certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

**SAN JOSÉ UNIFIED SCHOOL DISTRICT
SERVICE AGREEMENT**

EXHIBIT A
CONTRACTOR CERTIFICATION CONTINUED

- Contractor and/or Contractor parties have read and understand the District's Conflict of Interest Code (Board Bylaw 9270) and, to the best of Contractor's knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict of Interest Code.

 - Contractor and/or Contractor parties have read and understand the District's Conflict of Interest Code and, Contractor knows or has reason to believe that Contractor has a conflict of interest that requires disclosure and Contractor and/or Contractor parties shall comply with the applicable disclosure requirements of the District's Conflict of Interest Code. In addition, the Contractor shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.
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I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Contractor to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

San José City College

Date: 3/20/2025

Signature:  Signed by:
Maniphone Dickerson
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Name Maniphone Dickerson

Title VP Strategic Partnerships & Workforce Innovation

SAN JOSÉ UNIFIED SCHOOL DISTRICT SERVICE AGREEMENT

EXHIBIT A CONTRACTOR CERTIFICATION CONTINUED

Student Data Confidentiality Certification. The Contractor acknowledges his/her responsibility to respect the confidentiality of Covered data and information (CDI) and to act in a professional manner in the handling of student performance data. The Contractor will ensure that confidential data, including data on individual students, is not created, collected, stored, maintained, or disseminated in violation of state and federal laws. (CDI) includes paper and electronic student education record information supplied by Institution, as well as any data provided by Institution’s students to the Contractor.

Furthermore, the Contractor agrees to the following guidelines regarding the appropriate use of student data collected by myself or made available to me from other school/system employees, Infinite Campus, TES or any other file or application to which the Contractor has access:

- Contractor will comply to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees, and agents of a party that receive education record information from the Institution may use the information, but only for the purposes for which the disclosure was made.
- Contractor acknowledges that the Agreement allows the Contractor access to (CDI) for whom the Contractor has a legitimate educational interest and will be used for the sole purpose of improving student achievement and providing academic advisement to the student.
- The Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted (CDI) received from, or on behalf of Institution or its students. The Contractor acknowledges that it is illegal for a student to have access to another student’s data and will not share (CDI) from any source with another student.
- Contractor agrees to hold (CDI) in strict confidence. Contractor shall not use or disclose (CDI) received from or on behalf of Institution (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by Institution. Contractor agrees not to use (CDI) for any purpose other than the purpose for which the disclosure was made.
- Contractor shall, within one day of discovery, report to Institution any use or disclosure of (CDI) not authorized by this agreement or in writing by Institution. Contractor’s report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the (CDI) used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

California Consumer Privacy Act. To the extent applicable, Contractor shall comply with the requirements of the California Consumer Privacy Act (“CCPA”). The CCPA, however, shall not preempt the requirements of the Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 C.F.R. Part 99), the Children’s Online Privacy Protection Act (Pub.L.No. 106-554 and 47 U.S.C. §254(h)), the Children’s Internet Protection Act (15 U.S.C. §6501 et seq.), California Education Code sections 49073.1 and 49073.6, and/or the Student Online Personal Information Protection Act (California Business and Professions Code §22584). Notwithstanding the above, to the extent that a “consumer” as that term is defined by the CCPA, contacts Contractor to receive Covered Data and Information provided to Contractor pursuant to this Agreement, to delete consumer’s personal information or to access information collected by Contractor hereunder, Contractor shall refer the consumer to the District, and the District will provide the necessary and proper procedures regarding the requested information.

San José City College

Date: 3/20/2025

Signature: 
Name: Maniphone Dickerson

Title: VP Strategic Partnerships & workforce Innovation