

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MILPITAS
AND THE MILPITAS UNIFIED SCHOOL DISTRICT
REGARDING THE MILPITAS UNIFIED SCHOOL DISTRICT ALLIANCE PARTNERS FOR
FUTURE-READY LEARNERS PROGRAM**

This Memorandum of Understanding (“MOU”) is made and entered into as of _____, 2021 (“Effective Date”) by and between the City of Milpitas, a municipal corporation organized and existing under the laws of the State of California (“City”), and the Milpitas Unified School District, a public school district organized and existing under the laws of the State of California (“District” or “MUSD”). City and District are sometimes individually referred to as “party” and collectively as “parties” in this MOU.

RECITALS

The parties enter into this MOU with reference to the following facts, objectives, and understandings:

- A. To accelerate the economic recovery of the City of Milpitas due to the COVID-19 pandemic and to prepare MUSD parents, adult learners and high school learners eligible for the workforce in support of the Milpitas community, the District has created the MUSD Alliance Partners (“MAP”) for Future-Ready Learners program.
- B. The MAP program is a ten-year initiative to increase the Milpitas employment rate for high wage jobs beyond 25 percent, support the Milpitas business community, and provide MUSD learners, parents and residents with global skills in driving the future of work.
- C. The MAP program is an opportunity to establish a mutually beneficial understanding and collaborative working relationship between the entities that drive the Milpitas economy, the District and its strategic partners.
- D. The MAP program seeks to provide Founding Member Organizations (“FMOs”) unique opportunities to invest in their organization’s stability, present and future local workforce, and local economic prosperity.
- E. FMO benefits include: steering committee participation, strategic partnership grant collaboration, event sponsorship, internships, staff training opportunities, professional development projects, and innovative local workforce development.
- F. City wishes to become a Founding Member Organization of the MAP program.
- G. As part of City’s commitment to serve as a FMO of the MAP program, District agrees to provide City an inaugural rate of \$25,000 per year captured as in-kind services to the District.
- H. City, by and through its Office of Economic Development, Recreation and Community Services Department, and City partners (NOVAworks, NextFlex, and FlexFactor), agrees to provide in-kind services to the District, as specified in Exhibit “A,” in-lieu of the annual contribution of \$25,000 during the term of this MOU. The value of in-kind services from City is approximately \$95,700.

- I. The purpose of this MOU is to define the expectations, rights, and responsibilities of the parties with regard to the MAP program.
- J. The parties hereby determine that the proposed in-kind services set forth in this MOU will result in public benefits to the City and its residents, including but not limited to: skills training and workforce development; and creation of additional employment opportunities for City residents, including MUSD parents, adult learners and high school learners.

NOW, THEREFORE, the parties agree as follows:

1. Roles and Responsibilities.

- a. The roles and responsibilities of City are defined in Exhibit "A" attached hereto and incorporated herein by reference.
- b. The roles and responsibilities of District are defined in Exhibit "B" attached hereto and incorporated herein by reference.

2. Term.

This MOU is effective for two (2) years from the Effective Date, and may be modified at any time by the written consent of the parties. The MOU may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least thirty (30) days prior to the date of termination.

3. Compliance with Laws.

The parties shall comply with all applicable federal, state and local laws, rules and regulations in performing the services contemplated in this MOU.

4. Hold Harmless and Liability.

In lieu of and notwithstanding the pro rata risk allocation that might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but, instead, City and District agree that pursuant to Government Code Section 895.4, each party shall fully indemnify and hold the other party, its officers, governing body members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, governing body members, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such party under this MOU. No party, nor any governing body member, officer, employee, or agent, thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other party hereto, its officers, governing body members, employees, or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other party under this MOU. The obligations set forth in this Section 4 will survive termination and expiration of this MOU.

5. Insurance.

Each party shall maintain the following programs of insurance coverage:

- a. General Liability insurance with limits of not less than the following, and naming the other part as an additional insured:
 - General Aggregate: \$2 million
 - Personal Injury: \$1 million
 - Each Occurrence: \$1 million
- b. Workers' Compensation and Employers Liability insurance providing workers' compensation benefits, as required by the State of California.
- c. The insurance coverage requirements in this Section 5 shall be subject to review and adjustment to reflect coverage recommended by the parties' insurance advisors over the term of this MOU. Any such adjustment shall be set forth in a written amendment to the MOU signed by both parties.

6. Availability of Personnel and Resources.

This MOU does not involve the exchange of funds, nor does it represent any obligation of funds by any party. All costs that may arise from activities covered by, mentioned in, or pursuant to this MOU will be assumed by the party who incurs them, unless otherwise stipulated and decided pursuant to a future written arrangement. All activities undertaken pursuant to this MOU are subject to the availability of funds, personnel and other resources of each party.

7. Independent Contractor.

City officers, employees, and agents shall be independent contractors in the performance of this MOU, and not officers, employees, contractors, or agents of District.

8. In-Kind Services.

Documentation for in-kind services provided under this MOU shall be submitted annually, with such detail as mutually agreed by City and District.

9. Laws and Venue.

This MOU shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this MOU, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

10. Notice.

Any notice or instrument required to be given or delivered by this MOU may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

City of Milpitas
 455 E. Calaveras Boulevard
 Milpitas, California 95035
 Attn: Steven G. McHarris, City Manager

Milpitas Unified School District
 1331 E. Calaveras Boulevard
 Milpitas, CA 95035
 Attn: Cheryl Jordan, Superintendent

and shall be effective upon receipt thereof.

11. Third Party Rights.

Nothing in this MOU, whether express or implied, is intended to confer any rights or remedies on any persons or entities other than the parties to this MOU.

12. Entire Agreement.

This MOU represents the entire agreement between City and District and all preliminary negotiations and agreements are deemed a part of this MOU. No verbal agreement or implied covenant shall be held to vary the provisions of this MOU. This MOU shall bind and inure to the benefit of the parties to this MOU and any subsequent successors and assigns.

13. No Assignment.

Neither party may assign any rights or obligations under this MOU without the prior written consent of the other party.

14. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this MOU shall not render the provisions unenforceable, invalid or illegal.

15. Force Majeure.

Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, electrical or other shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, epidemics, war, governmental action, labor conditions, earthquakes, material shortages, or any other cause beyond the reasonable control of such party.

16. Non-Waiver.

None of the provisions of this MOU shall be considered waived by either party, unless such waiver is specifically specified in writing.

17. Counterparts.

This MOU may be signed in multiple counterparts, which, when taken together, shall constitute a single signed original, as though all parties had signed the same MOU.

18. Headings.

All headings in this MOU are for convenience of reference only and shall not affect the interpretation of this MOU.

19. Exhibits Incorporated.

All exhibits referenced in or attached to this MOU are incorporated into this MOU.

20. Incorporation of Recitals.

The Recitals preceding this MOU are true and correct and are incorporated into and made a part of this MOU.

21. Time of Essence.

Time is of the essence of each provision of this MOU, unless otherwise specified in this MOU.

22. Further Assurances.

City and District agree to cooperate fully and execute any and all supplementary documents and take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this MOU.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MILPITAS
AND THE MILPITAS UNIFIED SCHOOL DISTRICT
REGARDING THE MILPITAS UNIFIED SCHOOL DISTRICT ALLIANCE PARTNERS FOR
FUTURE-READY LEARNERS PROGRAM**

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

CITY OF MILPITAS

MILPITAS UNIFIED SCHOOL DISTRICT

Approved By:

Steven G. McHarris, City Manager

Signature

Date

Name

Approved As To Form:

Title

Christopher J. Diaz, City Attorney

Date

Approved:

DIR Registration Number (If Applicable)

Lauren Lai, CPA, MPA, Finance Director/Risk
Manager

Approved As To Content:

Alex Andrade, Economic Development Director

Approved As To Content:

Renee Lorentzen, Recreation and Community
Services Director

EXHIBIT “A”

CITY’S ROLES AND RESPONSIBILITIES

In addition to all other obligations set forth in this MOU, City agrees to contribute the following in-kind services as described below:

Office of Economic Development

The Office of Economic Development shall take part in the following:

- Collaboration on economic development strategies, planning, and events such as Milpitas Manufacturing Day and summer internships for high school students.
- Partnership in opportunities for job skills training and workforce development including the City, MUSD, NextFlex, and Evergreen Valley College.
- Facilitating future member connections with MUSD.
- Participation in annual MUSD Workforce Career Fair.
- Workforce Development Grant Funding Opportunities (Federal/State/County) will be explored.

Implementation of the overall Workforce Development and Education Resources strategy is expected to require approximately a .20 Full Time Equivalent position at the Economic Development Coordinator level estimated to cost the City \$26,000.

Recreation and Community Services Department

The Recreation and Community Services (RCS) Department leads the Milpitas Youth Force (MYF) program focused on high school students working with Milpitas employers to gain valuable workplace experience. The program model was updated for 2021 due to COVID-19 where students were encouraged to work in groups to help solve a business problem over the course of eight weeks. The RCS Department matches students to businesses, conducts weekly check-ins, establishes milestones and deadlines, and hosts a “Solutions Presentation Event” where students and business representatives convene to showcase final solutions for each business at the conclusion of the program. In future years MYF may return to an in-person model, as allowed by State and County orders. The total cost of the virtual Milpitas Youth Force program was \$19,708.

NOVAworks

NOVAworks’ vision is to be an effective partner in providing innovative, high quality, customer-focused workforce development services to build a better community. The Office of Economic Development has just commenced its COVID-19 Workforce Recovery Program. A two-phase program, Phase I (April - August 2021) explores practical solutions for workforce training opportunities while Phase II (August 2021 - March 2022) focuses on the actual implementation of those recommendations. Project deliverables include customized workforce training workshops, assessments, career navigation and career counseling for Milpitas unemployed and underemployed workers, young adult learners, as well as identifying the types of upskilling needed for Milpitas-based businesses impacted by COVID-19. Each phase will cost the City \$20,000 for a total contract price of \$40,000.

NextFlex and FlexFactor

NextFlex is a Manufacturing USA Institute under an agreement with the U.S. Department of Defense with the goal of developing a domestic ecosystem for advanced manufacturing in the United States. FlexFactor is an education and outreach program developed to inform, inspire, attract, and recruit high school students into careers in the tech economy. Through a project-based learning approach, FlexFactor engages students with real-world problems, advanced technologies, and entrepreneurship while exposing them to career pathways. The Office of Economic Development has partnered with NextFlex, Evergreen Valley College, and MUSD on several successful FlexFactor programs. Milpitas High School students from the E-Tech Program will continue to be challenged to identify a real-world problem, conceptualize an advanced hardware product to address the issue, build a business model, and pitch their idea to a panel. Students will continue to be given the opportunity to dual enroll at Evergreen Valley College to receive 0.5 college credits for completing FlexFactor. The Office of Economic Development has expended \$5,000 for the academic year of 2019-2020 plus staff time over several years. During the 2021-2022 academic year, another \$5,000 and staff time will be expended. Staff time is expected to cost approximately \$3,000 - \$5,000 per academic year.

Additionally, City agrees to:

- Provide work-study, service learning, apprenticeship and internship opportunities for MUSD learners and parents to shadow, intern, and/or experience an aspect of the organization's product and/or services development, implementation, and application.
- Participate in workforce development discussions and events.
- Provide insights and thought partnering in developing future programs for MUSD future-ready learners.
- Promote networking and communication about MAP and MUSD initiatives pertaining to developing future ready learners in a thriving and diverse Milpitas economy.

EXHIBIT “B”

DISTRICT’S ROLES AND RESPONSIBILITIES

In addition to all other obligations set forth in this MOU, District shall have the following obligations:

MUSD Commitments for Use of In-Kind Services

District agrees to:

- Support the development and sustainability of MUSD Innovation Learning Campus programs, equipment, personnel and professional development.
- Provide reasonable input into training curriculums that aligns with the needs of MUSD secondary students, adult learners and others to MAP affiliate partners.
- Host broadscope workshops, seminars and events that attract regional, national and international funding sources and partnerships for MAP members.

Membership Benefits

District agrees to provide the following membership benefits:

- Inclusion in all MUSD Innovation Campus literature as a Founding Member Organization.
- Five (5)-year naming rights opportunity for campus, facility, classroom or program (additional commitments may be required).
- Sponsorship opportunities to MUSD events aligned with member industry, mission, and vision.
- MUSD school district inter-district enrollment opportunities for employees of MAP affiliates, if available.
- Participation in MAP for Future Ready Learners Career Fair for MUSD Parents and Adult Education Students.
- Priority placement for posting and distribution of Internship, Apprenticeship and other opportunities.
- Corporate Social Responsibility opportunities for MUSD Alliance Partners employees.
- Participation in regionally hosted District learning seminars on cultural sustainability, education and workforce development events.