

**STATE CENTER COMMUNITY COLLEGE DISTRICT
CONTRACT/AGREEMENT/GRANT APPROVAL COVER SHEET**

Title of Contract/Agreement/Grant: MOU between MCC and UFW Foundation

Please select as many as apply:

- | | | | |
|--|---|---|---|
| <input checked="" type="checkbox"/> New | <input type="checkbox"/> Continuing
(no changes) | <input type="checkbox"/> Continuing
(with changes, note
changes in description) | <input type="checkbox"/> Addendum to Existing |
| <input type="checkbox"/> SCCCD Generated | <input type="checkbox"/> Requires Legal
Review | <input type="checkbox"/> Requires Insurance
(If yes, complete
Insurance form) | <input type="checkbox"/> Resolution Required |

Additional Required Information:

Check One:

- Grant Agreement/Contract Application Draft Final

Total Amount: 0 Date Final Approved: _____

Yr 1: _____ Yr 2: _____ Yr 3: _____ Yr 4: _____ Yr 5: _____

Budget No. NA Match: _____ Period: _____

Description of Funding Source: no cost to the district

Approval Signature District Senior Accountant (grants only): _____ Date: _____

Description/Notes (Explanation of grant/agreement and changes from prior agreement, if any):

Approval Signatures:

1. Initiator Signature & Date:

Julie Preston-Smith Date: Apr 10, 2023

Print Name & Title:
Julie Preston-Smith, Dean of Students

2. Approval Signature & Date:

Lucia F. Robles Date: Apr 12, 2023

Print Name & Title:
Lucia Robles, VP Equity & Institutional Effectiveness

3. VP Admin Services Approval Signature & Date:

Matthew Richmond Date: Apr 12, 2023

Print Name: Matthew Richmond

4. President Approval Signature & Date:

Angel Reyna Date: Apr 18, 2023

Print Name: Angel Reyna

**Please note: Upon full execution of the contract, a copy must be submitted to
the office of the Vice Chancellor of Finance and Administration.**

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Certificate Holder: _____
(Name of Organization/Facility)

Address: _____

City/State/Zip: _____

Contact Person: _____

Email: _____

Phone Number: _____

Endorsements: (If yes, choose which) Additional Insured Covered Party Loss Payee

Name(s) of Additional Insured: _____

Name(s) of Loss Payee: _____

Event Name: _____

Date(s) of Event: _____

Limits of General Liability: _____ Other Coverage Limits Requested: _____

Note: Signed copy of current agreement must accompany insurance request.

Additional Notes:

**MEMORANDUM OF UNDERSTANDING
BETWEEN MADERA COMMUNITY
COLLEGE AND UFW FOUNDATION**

Madera Community College (hereafter referred to as the "College") and UFW Foundation enter into this Memorandum of Understanding (MOU) and agrees as follows:

1. **Background:** Assembly Bill 1809 (Chapter 33, Statutes of 2018), appropriated funds for the California Department of Social Services (CDSS) to execute Agreements with qualified organizations to provide immigration legal services and support to persons on California community college campuses. The funds provided under executed agreements are for the sole purpose of providing immigration legal services and education and outreach services to California Community College affiliated individuals at California Community College campuses.
2. **Term of Agreement:** Service term period covered by this MOU is from January 24, 2023 - October 31, 2023. This term corresponds to the period of Agreement SG-000-20-0009 A1 between CDSS and UFW Foundation.
3. **College Responsibilities:**
 - a. **Meeting Space:** Provide access to meeting space in the CAT Building "Staff" conference room to conduct workshops, information sessions, and a private room for legal assessments where confidential information can be exchanged. The frequency of use shall be coordinated jointly between UFW Foundation and Madera Community College and subject to relocation with advance notice so as not to interfere with the delivery of legal services.
 - b. **Logistics:** Provide a staff to be present at all events to represent the college and assist with logistics. If staff cannot be present the contact information of appropriate support staff will be provided.
 - c. **Equipment and Supplies:** Reasonable and economical office equipment and supplies to allow UFW Foundation to conduct its periodic campus visits, including computer internet access; printer and copier access; office furniture in the Meeting Space, including a desk, desk chair, and additional chairs as requested.
 - d. **Outreach:** The college will inform students, faculty, and staff about the services provided by UFW Foundation through all outreach channels available. The college will include the dates, times and location of all scheduled visits on host campus(es).
 - e. **Parking:** Provide parking permits for service provider's attorneys and support staff.
 - f. **Use of College Name:** College agrees that UFW Foundation may use the name of the college during the Term of this Agreement for the sole purpose of publicizing the availability of UFW Foundation Services on Campuses, provided that UFW Foundation clearly communicates that it is providing Services in its own independent capacity. All correspondence, advertisements, and other communications by UFW Foundation shall be done in accordance to college policy and clearly indicate that the communication is by and from UFW Foundation and not by or from Madera Community College or any sister Campus. UFW Foundation shall not delegate the authority to use the name of the college to any

other person or entity. UFW Foundation shall cease using the name of the college if requested to do so by the college or by the college President or designee at any time.

4. **UFW Foundation Responsibilities:** The following is subject to further coordination between UFW Foundation and Madera Community College
 - i. On-campus immigration legal services: Provide immigration legal services to community college affiliated individuals, that may include all or some of the following legal services: Consultation/Intake;
 - ii. Services to assist with the application process for initial or renewal requests of deferred action under the Deferred Action for Childhood Arrivals (DACA) policy with the United States Citizenship and Immigration Services (USCIS);
 - iii. Services to obtain Other Immigration Remedies (OIR);
 - iv. Services to assist with the Naturalization process and any appeals arising from the process; and
 - v. Services to assist with Removal Defense, including representation in bond hearings.

5. Education and Outreach: Provide outreach and education to community college affiliated individuals at the Colleges, that may include all or some of the following:
 - i. Conducting education and outreach to CCC affiliated individuals about available immigration benefits;
 - ii. Providing information regarding changes to immigration law and policy;
 - iii. Developing education and outreach material tailored to CCC affiliated individuals; and
 - iv. Developing referral list of local CDSS legal providers and trusted private attorneys.

6. Data Collection:
 - i. UFW Foundation will provide quarterly reports to the California Department of Social Services of the number of students, faculty and staff who have utilized their services.
 - ii. Due to attorney-client privilege and other confidentiality requirements, UFW Foundation will not share with the college any information regarding individual cases or specific services provided, or any other similar information.

7. **Cost:** There shall be no cost to the College its students for the services provided by UFW Foundation.

8. **Privacy:** All the matters and issues related to this agreement, shall be governed by and construed in accordance with the laws of the State of California. Partners will not use or disclose clients' personal health information in a manner that would violate the requirements of the HIPAA privacy rule, FERPA, or California State regulations.

9. **Insurance:** Each party to this MOU agrees to ensure that it currently has, or will procure and will maintain in full force and effect during the life of this MOU, adequate insurance covering its obligations and liabilities under this MOU as required by CDSS. Each party shall supply a certificate of insurance upon request.

10. **Indemnification:** Each party to this MOU shall, as permitted by law, indemnify, defend, and hold harmless the other party, its officers, agents, and/or employees from any and all liabilities or expenses, including but not limited to attorney's fees and costs arising in whole or in part

from its own negligent acts or omissions or those of its officers, agents and/or employees in performance of this agreement. This provision shall survive the expiration or termination of this Agreement.

9. **Termination:** Either party to this MOU may terminate the MOU with thirty (30) days written notice to the other party. Prior to any submission of a termination notice the party submitting the notice must notify the CDSS.

By:

Name: Wil Schofield
Vice Chancellor, Finance & Admin
SCCCD
1171 Fulton St, Floor 5
559-243-7112

By: _____

Name: Diana Tellefson Torres
Chief Executive Officer
917 H Street, Suite 100
Bakersfield, CA 93304
323-264-2700

Originator: Alonso Garcia, Foundation for California Community Colleges
Account No.: No Cost to the District












MCC & UFW Foundation MOU


Final Audit Report

2023-04-18


Created:	2023-04-10
By:	Carrie Brown (carrie.brown@maderacollege.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAX3BzPEprfhBGcjMgHKK7cS_8-6ahC5fS

"MCC & UFW Foundation MOU" History

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Signature Date: 2023-04-18 - 9:56:10 PM GMT - Time Source: server- IP address: 209.129.243.121

 Agreement completed.

2023-04-18 - 9:56:10 PM GMT

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