DONALD CHAIKEN BUILDING INDUSTRY TECHNOLOGY ACADEMY™

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (Agreement) is entered into as of _____ (Effective Date), by and between the California Homebuilding Foundation, a California non-profit corporation (CHF) and _____ (DISTRICT).

RECITALS:

A. _____ is a public school district serving students in the County of _____, California and the City of _____, California.

B. CHF has established and manages a statewide charitable educational program known as the Donald Chaiken Building Industry Technology Academy (BITA).

C. For the success of BITA, CHF relies upon school teachers and administrators, local schools and school districts to implement local educational programs for the benefit and education of their students. In support of local BITA programs, CHF provides educational materials and identifies opportunities and provides financial support through industry fundraising.

D. DISTRICT desires to implement a local BITA program at one of more of its schools as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

AGREEMENT:

1. TERM. This Agreement shall commence on the Effective Date, and shall be automatically renewed on the first of July of each of the four allowed renewal periods, per Ed Code §17596, expiring on_____.

2. TERMINATION. Either party may terminate this Agreement without cause upon providing notice to the other party not less than sixty (60) days prior to the first day of a semester's classes as set forth in DISTRICT's academic calendar. In the event of termination, the parties will cooperate to minimize disruption to existing or continuing programs. It is understood that the extension or renewal of this Agreement at any point beyond the initial one-year term shall be contingent upon the continued interest and mutual agreement of the parties.

3. DISTRICT RESPONSIBILITIES. During the Term, DISTRICT shall have the responsibility to:
    a. Provide administrative and support staff with resources and time to oversee and facilitate the BITA program.
    b. Develop an annual plan based on student interest and enrollment to:
        i. Ensure that the BITA construction technology materials are made available to the instructors as funding permits

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ii. Hire and retain qualified career technology instructors. Involvement and input from partnering organizations available if requested.

iii. Provide a variety of increasingly challenging work-based learning activities throughout the school year as funding permits.

c. DISTRICT shall provide or cause to be provided facilities as determined appropriate, in its sole discretion, to accommodate BITA. It is anticipated that DISTRICT will designate a classroom, shop area and work yard with adequate storage for materials. In addition, DISTRICT shall provide the equipment necessary to run BITA on its campus and will make the BITA construction technology materials available to its instructors.

d. DISTRICT shall hire and retain qualified career technology instructors and will provide the appropriate administrative and support staff to BITA. DISTRICT shall also provide the necessary administrative and support staff to establish articulation agreements with local community colleges.

e. DISTRICT will provide a variety of increasingly challenging work-based learning activities throughout the school year as funding permits, including providing adequate supervision of its students while visiting off-site locations as provided in Section 5 of this Agreement.

f. DISTRICT shall create and conduct pre and post surveys of student's participation in BITA. In addition, DISTRICT, in cooperation with CHF will explore the implementation of a program completion survey and tracking system to provide summary information concerning the operation of BITA to CHF. Said summary information shall comply with all confidentiality and privacy laws such as FERPA and Cal. Ed. Code Section 49060 et seq. and will not include any identifiable student information.

g. DISTRICT shall utilize the name "Building Industry Technology Academy" or BITA only in connection with programs undertaken pursuant to this agreement.

h. DISTRICT shall assure that the operation of BITA within its jurisdiction shall be in compliance with the legal provisions of the California Education Code and other applicable provisions of state, federal or local laws and regulations.

4. CHF RESPONSIBILITIES. During the Term, CHF shall have the following responsibilities:

a. CHF shall continue to develop and maintain curriculum for BITA, which shall be aligned to the California Career Technical Education Standards/Common Core State Standards/SCANS, which can be replicated. The Curriculum shall be reviewed by industry professionals, and shall include course outlines, lesson plans, tests, standards alignment, and all other necessary instructional documents. CHF shall provide the Curriculum to DISTRICT to be considered for, and implemented as appropriate into, the BITA program.

b. In addition to the Curriculum, CHF shall provide, or cause to be provided, workforce demand, labor statistics information, resource data, and new construction technology insights to be utilized in the classroom for the BITA program.

c. CHF shall promote the BITA program to the building industry and in the local community, and encourage the contribution of materials, volunteers and financial resources.

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d. In conjunction with DISTRICT staff, CHF shall provide input and review of the BITA pre-training and post-training surveys. Using a continuous cycle of improvement approach, review and analyze the BITA survey results to determine next steps. Additionally, in conjunction with DISTRICT staff, CHF shall provide input and review the BITA program completion survey and tracking system, including analyzing the results to identify needed adjustments to the program.

e. CHF shall conduct fundraising efforts both statewide and locally, in an effort to raise funds that can be contributed to and/or dedicated for the benefit of BITA, under the direction of CHF's Board of Trustees and consistent with CHF's bylaws and policies. Locally these funds will be intended to offset the DISTRICT's cost of equipment, facility maintenance and special projects necessary to run BITA.

f. As part of its fundraising, CHF will seek funds specifically for a variety of increasingly challenging work-based learning experiences. However, as set forth in Section 5, CHF shall have no obligation or liability for providing supervision on such work-based learning experiences, which shall be managed solely by DISTRICT as part of its local BITA program.

g. CHF shall oversee the expansion of programming as part of its workforce development initiatives. CHF will coordinate with partners to support implementation, facilitate access to resources, and ensure effective integration into participating sites. CHF's role will include providing guidance, fostering collaboration, and monitoring progress toward program objectives. Responsibilities and commitments with specific partners will be defined in separate agreements, which can be made available upon request.

h. CHF shall conduct due diligence on prospective and existing partners to ensure alignment with the Foundation's values, compliance standards, and the best interests of program participants. This process may require additional time to complete, and CHF will communicate any significant findings, concerns, or delays with the DISTRICT as they arise. If a due diligence review results in substantial concerns about a partner's suitability, CHF will make every effort to work collaboratively with the DISTRICT to resolve the issue. Should resolution prove impossible, CHF reserves the right to discontinue collaboration with the partner or, if necessary, terminate the relevant portion of the MOU. All reasonable efforts will be made to maintain and continue program activities without the involvement of the affected partner.

5. USE OF BITA NAME. The BITA name is a service mark or trade name of CHF reserved for the exclusive use of programs while they are supported by CHF working in cooperation with various educational institutions. As such, CHF enjoys all rights to the name. DISTRICT agrees that it will not use the BITA name without the expressed approval of CHF pursuant to this Agreement and renewals or restatements thereof.

6. CHF NOT LIABLE FOR STUDENT SUPERVISION. DISTRICT agrees and acknowledges that CHF shall not have control over, nor shall provide any supervision of students whether on campus or off campus for site visits and/or field trip excursions. DISTRICT shall assume all responsibility for the safety and conduct of its pupils, and the enforcement of the rules and regulation necessary to their protection, on and off campus, as required by state and federal law.

7. NO JOINT VENTURE. This Agreement shall not create a joint venture, partnership, or any other relationship of association between the parties.

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8. DISPUTE RESOLUTION. If any claim or controversy arises out of this Agreement (each a "Dispute"), the parties shall first enter into good faith negotiations to resolve the Dispute through their respective managements. In the event such good faith negotiations fails to settle any Dispute within sixty (60) days from notice of the Dispute, the parties shall try in good faith to settle the Dispute by non-binding mediation administrated by a mediator upon whom both the DISTRICT and the CHF agree, and if the Dispute persists, the parties consider arbitration before resorting to litigation.

9. NO THIRD PARTY RIGHTS. Nothing in this Agreement is intended to make any person or entity that is not a signatory to the agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

10. EACH PARTY SHALL NOT DISCLOSE RECORDS received from the other Party, which have been designated as confidential, including personnel records and student records pursuant to FERPA and California Education Code Section 40973, et seq. In the event a Foundation receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, it shall tender the request to DISTRICT who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

11. THE PARTIES HERETO AGREE that the relationship created by this MOU is that of independent contractors. Each party will be responsible for providing its own salaries, payroll taxes, withholding, workers' compensation coverage, and other benefits of any kind, as required by law, for its own employees. Each party is responsible to ensure that its employees working within the DISTRICT schools are successfully screened for tuberculosis and fingerprinted and free of any convictions for violence, sex, or drug offenses prior to working in the program, failure of any of said screening shall be deemed a material breach of this MOU. Each party will indemnify, defend, and hold harmless the other party, including its employees and agents, from and against any and all claims or liabilities arising from the negligence of the indemnifying party, its employees, or agents in carrying out its duties and obligations under the terms of this Agreement. The failure of parties to meet any of its obligations, including but not limited to, obtaining satisfactory liability insurance (and providing proof of such insurance upon request), shall be deemed a material breach of this MOU.

12. IT IS THE POLICY OF DISTRICT that in connection with all educational services and programs, there will be no discrimination against any pupil, employee, or contractor because of race, color, ancestry, national origin, handicap, religious creed, sex, sexual orientation, age, or marital status. Foundation and BITA agree to comply with all applicable state and federal laws in this regard.

13. GOVERNING LAW. The interpretation and enforcement of this MOU shall be governed by the State of California, the state in which the MOU was signed by the DISTRICT and the services are to be provided. Venue of any litigation arising out of or connected with this MOU shall lie exclusively in the state trial court or Federal District Court located in DISTRICT County in the State of California.

14. ATTORNEY'S FEES. In the event suit is brought by either party to enforce the terms and provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney fees.

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15. NOTICES. Any notices required to be given under this Agreement shall be provided as follows:

To DISTRICT:
_____
_____
_____

To CALIFORNIA HOMEBUILDING FOUNDATION:
California Homebuilding Foundation
1215 K Street, #1200
Sacramento, CA 95814

16. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties respecting the subject matter of this Agreement and supersedes all prior understanding and agreements wither oral or in writing. No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by the parties.

17. SEVERABILITY. If any term, covenant, or condition of this Agreement is held to by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by and through their authorized officers as of the day, month and year first written above.

FOR CALIFORNIA HOMEBUILDING FOUNDATION:

By:_____

Jill Herman
Executive Director
California Homebuilding Foundation (CHF)
1215 K Street, #1200
Sacramento, CA 95814
(916) 340-3340
jherman@mychf.org

FOR DISTRICT:

By:_____

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