MEMORANDUM OF UNDERSTANDING
between
THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
and
KERN COUNTY COMMUNITY COLLEGE DISTRICT
On behalf of Bakersfield College
Agreement No. (to be inserted)
The Program Pathways Mapper ("Program Mapper") is a software program controlled and utilized by Bakersfield College to support student pathway selection toward high-wage, in-demand jobs. This Memorandum of Understanding (MOU) is designed to memorialize the inter-relationships and commitments of each of the signatories of this MOU that are necessary to support Program Mapper. The parties to this MOU share a common goal of seeing Program Mapper's continued success and steady improvement on behalf of all California Community College Districts.

I. Partners

A. Signatories

The signatories to this MOU are the Foundation for California Community Colleges ("Foundation") and Kern County Community College District, on behalf of Bakersfield College ("Bakersfield College"). Representatives and roles of each are specific below.

Foundation for California Community Colleges
The Foundation for California Community Colleges ("Foundation") is the official auxiliary organization of the California Community Colleges Board of Governors and Chancellor's Office. The Foundation is a 501(c)(3) nonprofit corporation that provides effective services and innovative solutions for the Districts. The Foundation's mission is to benefit support, and enhance the System. The Foundation is represented by its President/CEO.

Bakersfield College
Bakersfield College is one of the nation's oldest continually operating California community colleges. The college serves 33,000 students annually in central California. Bakersfield College has been a leader implementing Guided Pathways in California and has championed Program Pathways Mapper as a student informational tool to better prepare students within a guided pathways framework. It is represented by Sonya Christianson the President of Bakersfield College.
B. Non-Signatories

An important partner, but a non-signatory to this MOU, is the California Community Colleges Chancellor’s Office (“Chancellor’s Office”). The Chancellor’s Office role is described below.

California Community Colleges Chancellor's Office

The California Community Colleges Chancellor's Office (CCCCO) is charged with providing leadership, advocacy and support of the California Community Colleges. Serving as the administrative branch of the California Community Colleges system, the CCCCO is also responsible for allocating state funding to the Districts and Colleges, like Bakersfield College.

II. Program Mapper

A. Historical Background Relating to Program Mapper

Program Mapper is a software program developed in combination by Bakersfield College and Concentric Sky, with funding from the Chancellor’s Office, College Futures Foundation, and through the Innovation in Higher Education Award. Program Mapper currently serves 17 California community colleges but has the potential to expand and serve additional districts throughout the higher education system in California.

B. Current Usage of Program Mapper

Over the past year, with the support of the Chancellor’s Office, Program Mapper has become a solution of keen interest within the California Community Colleges system. As of Summer 2019, 27 colleges began onboarding to Program Mapper, and numerous others are currently in the early stages of preparation for onboarding. The colleges currently using Program Mapper are seeing promising early signs of results. To date, over 22,000 current and prospective students at Bakersfield College have used Program Mapper to research and make more informed choices at the beginning of their educational path.

In addition, analytics from 2019 point to high user engagement. On average, users view 6 pages of the tool, spend nearly four minutes per session, and return to program more than once (average 1.89 sessions per user). About a quarter of the users are on mobile devices and peak periods of use are in April and September.

In the long term, Program Mapper may help reduce unit accumulation (Vision Goal Three) by aiding students to develop their educational path.

C. Future Licensing of Program Mapper

By agreement of the parties to this MOU, the creation or modification of Program Mapper licensing or sharing rights will be considered after taking into account the strategic interests of the Chancellor’s Office and Kern Community College District (for Bakersfield College), and the technical or licensing constraints of third-party software embedded in Program Mapper, and the amount of new revenue to be generated to offset operational costs. Revenue generated from these licenses may be used to fund Program Mapper usage for California Community Colleges and other system-wide partners.

III. Roles of the Parties

A. Foundation for California Community Colleges

1. Foundation shall take on the system-level coordination of Program Mapper with assistance from Bakersfield College and its software development vendor, Concentric Sky. In coordination with Bakersfield College and Concentric Sky, the Foundation will work with California Community College districts to seek opportunities to increase the usage of the program, provide program
management and direction, explore opportunities for external licensing models for institutions outside the California Community College System, and perform administrative support, as needed to support Program Mapper.

2. Foundation, in coordination with Bakersfield College, will develop a proposal for potential funding from the Chancellor’s Office to aid in advancing Program Mapper usage throughout the system based on the results returned from the services provided in Section III(A)(4) below.

3. Foundation shall work collaboratively with Bakersfield College and the Chancellor’s Office to develop an efficient organizational structure to house Program Mapper’s intellectual property such that the tool can continue to scale throughout the community college system.

4. Foundation shall contract with a consultant with expertise in the field of market opportunity analysis to assess the market landscape and competition analysis, as well as develop opportunity profiles for Program Mapper to expand and service a broader market. Foundation shall oversee the opportunity validation and market research, as well as serve as a coordinating hub for efforts that will continue technology development, prepare to scale the adoption of the tool among the California Community Colleges, and support alignment with key Chancellor’s Office priorities as defined by the Chancellor’s Office’s Vision for Success.

B. Bakersfield College

1. Bakersfield College shall continue to support onboarding of new colleges who seek to use Program Mapper.

2. Bakersfield College shall support the current Program Mapper user group of 27 colleges.

3. Bakersfield College shall maintain a relationship with software development vendor, Concentric Sky, who will act as Program Mapper’s developer and would continue with maintenance and support of Program Mapper, resolve technical issues, and provide some limited product enhancements at the direction of the Bakersfield College.

4. Bakersfield College shall work with the Foundation to develop a proposal to scale Program Mapper to all California Community Colleges.

IV. Chancellor’s Office Funding

The Foundation will continue to support Program Mapper through funding received through a Fiscal Agent. The Foundation shall be compensated for this work through funding from the Chancellor’s Office through a proposal for funding the Foundation has made to the Chancellor’s Office on behalf of, and in coordination with, the Program Mapper team. The budget approved by the Chancellor’s Office is attached to this Agreement and incorporated by reference as Exhibit A, “Chancellor’s Office Funding Budget.”

V. General Terms

A. Term. This MOU will be deemed to be effective as of the date the MOU is fully executed by signatories of both Parties and shall continue until terminated by either party pursuant to Section V.B or on June 1, 2020.

B. Termination. Either Party may terminate this MOU for any reason, without penalty, by providing the other party with written notice of termination at least thirty (30) calendar days in advance of the termination date.
C. Captions and Interpretation. Paragraph headings in this agreement are used solely for convenience and shall be wholly disregarded in the construction of this agreement. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.

D. Assignment and Delegation. This MOU may not be assigned or otherwise transferred by either party without the prior written consent of the other party.

E. Entire Agreement. This MOU constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between the parties regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this MOU shall not be of any effect or in any way binding upon either Party.

F. Modification and Waiver. Except as provided otherwise herein, this MOU may not be modified except by a writing signed by an authorized representative of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision shall not constitute a waiver of such provision on any other occasion unless expressly so agreed in writing.

G. Law to Govern; Venue. This MOU is made under and will be governed by and construed in accordance with the laws of the State of California.

H. Confidentiality. Both Parties shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in their assigned duties and for the benefit of the other Party, any of the other Party’s Confidential Information, either during or after the term of this MOU. Subject to applicable federal, state and local law, including but not limited to the Richard McKee Transparency Act of 2011, Confidential Information is to be broadly defined, and includes but may not be limited to all information that has or could have commercial value or other utility in the business in which either Party is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of either Party, whether or not such information is identified as Confidential Information by the Party. This paragraph shall survive the expiration or early termination of this agreement.

I. Execution of this Agreement. The Parties agree that this agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this agreement. The parties each represent and warrant that the signatories below are authorized to sign this agreement on behalf of themselves or the party on whose behalf they execute this agreement.

J. Severability. If any part of this agreement is found invalid or unenforceable, that part will be amended to achieve, as nearly as possible, the same economic effect as the original provision and the remainder of this agreement will remain in full force and effect.

K. Notice. Any request, notice or other communication by either Party shall be given in writing and shall be deemed given when actually delivered, one (1) Business Day after it is entrusted to a courier service of national reputation promising overnight delivery service, or three (3) Business Days after deposited in the United States Mail for delivery by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

   a. Foundation:

      Name: Bryan Miller
Title: Vice President of Communications and Technology  
Email: bmiller@californiacolleges.edu  
Mailing Address:  
Foundation for California Community Colleges  
Attn: Bryan Miller  
1102 Q Street, Suite 4800  
Sacramento, CA 95811

b. Bakersfield College  
Dr. Sonya Christian  
President, Bakersfield College  
sonya.christian@bakersfieldcollege.edu  
1801 Panorama Dr.  
Bakersfield, CA 93305

VI. Signatures

IN WITNESS WHEREOF, the Foundation for California Community Colleges has caused this MOU to be executed in its name and Bakersfield College has caused this Agreement to be executed in its name, all as of the Effective Date.

Signatures of the representatives of the parties to the MOU will be at the bottom of this last page.

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES  
By: ___________________________  
Print Name: ___________________________  
Title: ___________________________  
Date: ___________________________

KERN COUNTY COMMUNITY COLLEGE DISTRICT (On behalf of Bakersfield College)  
By: ___________________________  
Print Name: ___________________________  
Title: ___________________________  
Date: ___________________________

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES  
By: ___________________________  
Print Name: ___________________________  
Title: ___________________________  
Date: ___________________________