

**MEMORANDUM OF UNDERSTANDING BETWEEN
SANTA BARBARA COUNTY WORKFORCE DEVELOPMENT BOARD
AND ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT**

THIS MEMORANDUM OF UNDERSTANDING herein referred to as the “Agreement” is between Santa Barbara County Workforce Development Board (here after referred to as “SBCWDB”) and Allan Hancock Joint Community College District (here after referred to as the “AHJCCD”). SBCWDB and AHJCCD will be collectively referred to as the “Parties.”

I. PURPOSE

The purpose of this Agreement is to outline the cooperative partnership between AHJCCD and SBCWDB to establish a cooperative partnership to develop and operate a General Educational Development (GED) Testing Center at the Workforce Resource Center (WRC), also known as the America’s Job Center of California, located at 1410 South Broadway in Santa Maria, California. This collaborative effort aims to increase access to GED testing, preparation, and support services for community members pursuing their high school equivalency.

II. TERM

This Agreement shall become effective upon the date of signature by the Parties and shall remain in effect until **June 30, 2026**, unless earlier terminated or amended by mutual written consent.

III. RESPONSIBILITIES

A. SBCWDB responsibilities:

1. SBCWDB agrees to make available at no extra cost to AHJCCD and retrofit the WRC computer lab (also known as the Contra Costa Room) in order to provide GED testing and to comply with Pearson VUE testing standards, including physical configuration, accessibility, and technical compliance.
2. SBCWDB will be responsible for:
 - i. Providing and maintaining Pearson VUE-approved testing workstations.
 - ii. Ensuring secure lockers are available for examinees' personal belongings.
 - iii. Installing and maintaining assistive technology peripherals.

- iv. Providing all necessary computer equipment, networking, software, internet access, peripherals, and ongoing information technology (IT) support for the lab.
- 3. SBCWDB will be responsible for recruiting, training, and assigning a certified part-time GED test proctor to administer exams.
- 4. SBCWDB will cover WRC-based operational support, including utilities and on-site support staff.
- 5. SBCWDB will provide referrals to Allan Hancock Joint Community College District (AHJCCD) for learning resources as appropriate.
- 6. SBCWDB will monitor participation, credential attainment, and learner progress toward postsecondary pathways, reporting quarterly to AHJCCD.
- 7. SBCWDB will hold 20% of all available GED testing slots for AHJCCD-enrolled GED students.

B. AHJCCD responsibilities:

- 1. AHJCCD will provide a one-time payment of \$50,000 in California Adult Education Program (CAEP) funding to support the GED Testing Center. This payment will be made within 90 days of the execution of this agreement.
- 2. AHJCCD will offer GED test preparation courses as part of its Community Education offerings at WRC.
 - i. AHJCCD will distribute GED practice test vouchers to qualifying AHC students.
 - ii. AHJCCD will provide qualified instructors to teach the sessions.
 - iii. AHJCCD is solely responsible for payment obligations to the instructors.
 - iv. AHJCCD will provide classroom space for the sessions.
 - v. AHJCCD is required to follow its Board policy regarding enrollment. Therefore, should a section or site have less than 15 students attending each session, outreach efforts will be implemented before cancellation is considered.
 - vi. AHJCCD staff will make every attempt to provide a substitute in the absence of the instructor of record. Upon receiving notification of an instructor's absence, AHJCCD staff will promptly communicate the

need for a substitute. If one is not available after a reasonable attempt is made, AHJCCD staff will cancel the class session and notify participants and SBCWDB of the class cancellation.

3. AHJCCD will leverage existing Community Education marketing tools and materials, including flyers and social media, to promote the program and testing center.
4. AHJCCD will host “NextStep” sessions to help GED candidates identify their educational and career pathways.
5. AHJCCD will invite AHC Student Navigators, Admissions, Financial Aid, and/or Counseling staff to participate in student information sessions.
6. AHJCCD will present additional workforce, career pathways, and short-term certificate opportunities to GED candidates.
7. AHJCCD will provide institutional support and expertise to strengthen the GED Testing Center and educational pathways.

C. JOINT responsibilities:

1. The Parties will convene as needed to plan, implement, monitor, and evaluate the GED Testing Center’s operations, services and outcomes to ensure program effectiveness and continuous improvement.
2. The Parties will work in good faith to resolve any issues or challenges related to the operation of the GED Testing Center.
3. The Parties will ensure that all student records and personally identifiable information are managed in strict accordance with the Family Educational Rights and Privacy Act (FERPA), as well as all applicable federal, state, and local regulations governing student data privacy.

IV. CONFIDENTIALITY and FERPA Compliance

- A. Both Parties agree to protect and maintain the confidentiality of all student information exchanged or accessed as part of this partnership. Specifically:
1. All personally identifiable information (PII) will be safeguarded in compliance with FERPA (20 U.S.C. § 1232g) and relevant laws governing the privacy of education records.

2. Access to student data will be limited to personnel with a legitimate educational interest and will be used solely for purposes directly related to the administration and support of the GED Testing Center.
3. Neither Party shall disclose any student information to third parties without proper consent or as otherwise permitted under applicable law.

V. INDEMNITY

SBCWDB agrees to indemnify, defend and hold harmless AHJCCD, its officers, agents and employees from any and all claims, liabilities, damages, and losses (including reasonable attorney's fees) which arise out of or are connected to the performance of this Agreement, either directly or indirectly, and which result from any act, error, omission or negligence on the part of SBCWDB, its directors, officers, agents or employees.

AHJCCD agrees to indemnify, defend and hold harmless SBCWDB, its officers, agents and employees from any and all claims, liabilities, damages, and losses (including reasonable attorney's fees) which arise out of or are connected to the performance of this Agreement, either directly or indirectly, and which result from any act, error, omission or negligence on the part of AHJCCD, its directors, officers, agents or employees.

VI. CERTIFICATE OF INSURANCE

Each party agrees to maintain insurance coverage of not less than one million dollars (\$1,000,000) in general liability and three million dollars (\$3,000,000) in errors and omissions or professional liability insurance. Proof of insurance shall be provided upon request. If either party's insurance lapses, the other party reserves the right to terminate this Agreement immediately upon written notice.

VII. NON-DISCRIMINATION CLAUSE

Both SBCWDB and AHJCCD affirm they shall not discriminate in education or employment based on race, ethnicity, religion, national origin, gender, age, sexual orientation, disability, or other protected status.

VIII. DISPUTES

If a dispute arises for this Agreement involving interpretation, implementation or conflict of policy or procedure, the Parties shall meet to resolve the problem. To the extent reasonably possible, the Parties shall ensure that any dispute will not disrupt the delivery of services. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within

seven days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within 14 days after delivery of the notice, the executives of both parties shall meet at a mutually acceptable time and place.

IX. TERMINATION

Either party may terminate this Agreement by providing a 30-day written notice to the other party.

Written notice of termination or changes to this Agreement shall be addressed as follows:

To SBCWDB:

Luis Servin
Executive Director
Santa Barbara County Work
Development Board
1410 S. Broadway Street
Santa Maria, CA 93454

To AHJCCD:

Dennis Curran, Associate Superintendent
Vice President, Finance and Administration
Allan Hancock Joint Community College
District

The parties agree to comply with the terms outlined in this Agreement.

IN WITNESS WHEREOF, the authorized representatives of SBCWDB and AHJCCD have executed this Agreement.

**APPROVED FOR
SANTA BARBARA COUNTY BOARD OF SUPERVISORS
SANTA BARBARA COUNTY WORKFORCE DEVELOPMENT BOARD**

Luis Servin, Executive Director
Santa Barbara County Workforce
Development Board

Date: _____

**APPROVED FOR
ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT**

Dennis Curran, Associate Superintendent
Vice President, Finance and Administration
Allan Hancock Joint Community College District

Date: _____

Dr. Robert Curry
Vice President of Academic Affairs
Allan Hancock Joint Community College District

Date: _____

IN WITNESS WHEREOF, the authorized representatives of SBCWDB and AHJCCD have executed this Agreement.

APPROVED FOR
SANTA BARBARA COUNTY BOARD OF SUPERVISORS
SANTA BARBARA COUNTY WORKFORCE DEVELOPMENT BOARD

Luis Servin, Executive Director
Santa Barbara County Workforce
Development Board

Date: _____

APPROVED FOR
ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT

Dennis Curran, Associate Superintendent
Vice President, Finance and Administration
Allan Hancock Joint Community College District

Date: _____

Dr. Robert Curry
Vice President of Academic Affairs
Allan Hancock Joint Community College District

Date: _____