

Building Skills Partnership and ValorUS Partnership Memorandum of Understanding

OVERVIEW

- **Parties:** This Partnership Memorandum of Understanding (MOU) is made and entered by and between Luis Sandoval (Executive Director) of Building Skills Partnership (BSP) located at 828 W. Washington Blvd, Los Angeles CA, 90015 and Sandra Henriquez (Chief Executive Officer) of ValorUS (VALOR) located at 1215 K Street, Suite 1850, Sacramento, CA 95814.
- **Purpose:** The purpose of this MOU is between Building Skills Partnership and VALOR is to prepare and provide technical support to Building Skills Partnership to operate as a qualified organization as defined in California Labor Code Section 1429.5. VALOR is a California-based, national anti-sexual violence organization and California's sexual assault coalition. In this capacity, VALOR will provide content expertise to Building Skills Partnership to build its statewide capacity to implement and carry out the training required by Section 1429.5. VALOR will provide continued support with developing curriculum, appropriate training of peer trainers and designated staff, and creating direct referrals and partnerships to local and regional sexual violence related trauma services and resources in areas of operation and service delivery.
- **Term of MOU:** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect from July 1, 2023 to December 31, 2024. This MOU may be terminated, without cause or for any cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail to the addresses listed above.
- **Scope of Work:** VALOR will designate staff to carry out the following components:
 - Skills Development/Capacity Building of Qualified Peer Trainers hereinafter referred to as Ya Basta Center Maestros. Skills training will follow the criteria as outlined in Labor Code section 1429.5, subsections (a), (c), (d), (e), and (k) and applicable DLSE Regulations Training and Maintenance of at least 30 Ya Basta Center Maestros from BSP to train non-supervisory covered workers and at minimum possess all of the following qualifications:
 - At least a cumulative 40 hours of sexual assault advocate training in the following areas:
 - Survivor-centered and trauma-informed principles and techniques.
 - The long-term effects of sexual trauma and the intersection of discrimination, oppression, and sexual violence.
 - The availability of local, state & national resources for survivors of sexual violence.
 - Interactive teaching strategies that engage across multiple literacy levels.
 - Conducting discrimination, retaliation, and sexual harassment prevention training. Responding to sexual harassment complaints or other discrimination complaints. Employer responsibility to conduct investigations of sexual harassment complaints. Advising covered workers regarding discrimination, retaliation, and sexual harassment prevention.

- (2) Have two years of nonsupervisory work experience in the janitorial or property service industry.
- (3) Be culturally competent and fluent in the language or languages that the relevant covered workers understand.
- VALOR staff will assist BSP's Ya Basta Center Project in strengthening its infrastructure and internal capacity to:
 - Review and update criteria as needed to achieve status of 1. promotora/compadre, and 2. Maestros (Maestría).
 - Support staff in implementing a promotora/compadre outreach plan
 - Support, participate and shadow in the practice sessions, planning and delivery of 40-hour training throughout the state through December of 2023.
 - Document each Maestros training attendance and completion
 - Support and participate in delivery of 40-hour training(s) in:
 - Sacramento County
 - Yolo County
 - Placer County
 - Alameda County
 - Contra Costa County
 - Santa Clara County
 - San Mateo County
 - Los Angeles County
 - Orange County
 - San Diego County
 - Create process for direct referrals and partnerships to local and regional sexual violence related trauma services and resources in areas of operation and service delivery.
 - Support the BSP's Ya Basta Center Project in maintaining all necessary components of the Qualified Organization, including identifying and preparing/building capacity of partners to fill statewide gaps.
- Ongoing Education to Maestros
 - Support the Ya Basta Center Project in planning specific ongoing education and development as outlined in LC 1429.5(f)(3), documented by a minimum of 10 hours of professional development each year for qualified organization staff and peer trainers in areas of research & strategies to prevent/respond to sexual assault and sexual harassment.
- **Insurance:** Each party will take the necessary steps to maintain customary insurance or self-insurance coverages for its officers and directors, employees and agents working on implementing this MOU, including, without limitation, comprehensive general liability, errors and omissions and worker's compensation coverages. Failure to maintain such insurance or self-insurance shall be a breach of this Agreement.
- **Indemnification:** Each party shall indemnify, defend, and hold harmless the other party to this MOU, and their respective officers, directors, employees, and agents, from any and all losses, claims, actions, causes of action, demands, or liabilities of whatsoever kind and nature, including judgments, interest, attorneys' fees, and all other costs, fees, expenses, and charges which any such party, its officers, directors, employees, and agents may incur arising out of the negligence or willful misconduct of the indemnifying party, its officers, directors, employees or agents, or any breach of their obligations hereunder. The terms of this provision shall survive the termination or expiration of this MOU.

● **General Provisions:**

- **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
- **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of California. The courts of the State of California shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be in the Superior Court of California, Santa Clara County.
- **Entirety of Agreement.** This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall insure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only the parties to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

10. **Signatures:** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

Building Skills Partnership

ValorUS



Luis Sandoval, Executive Director

Sandra Henriquez, Chief Executive Officer

7/13/23

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