

PERALTA COMMUNITY COLLEGE DISTRICT
Board of Trustees Agenda Report
For the Trustee Meeting Date of November 18, 2008

ITEM # 23

ITEM TITLE: *(Please define the subject; e.g., change order – Berkeley City College)*

Request approval of an amendment to the 2007-08 Memorandum of Understanding (MOU) between Contra Costa Community College District and Peralta Community College District, East Bay Career Advancement Academy
Presenter: President Frank Chong

SPECIFIC BOARD ACTION REQUESTED:

ITEM SUMMARY: *(PLEASE DISCUSS THIS ITEM)*

The Effective Date and Period of Performance of the MOU was July 1, 2007 through June 30, 2008. The funder, Chancellor's Office, California Community Colleges extended the end date of the Period of Performance of the grant from June 30, 2008 to September 30, 2008. The purpose of this amendment is to extend the period of performance under the Memorandum of Understanding so that it will correspond with the Period of Performance set by the Chancellor's Office, California Community Colleges. The amount of additional \$200,000 also has to be amended. The Chancellor's recommends board approval.

BACKGROUND/ANALYSIS:

ALTERNATIVES/OPTIONS:

EVALUATION AND RECOMMENDED ACTION:

SOURCE OF FUNDS (AND FISCAL/BUDGETARY IMPACT):

Funding Agency: California Community College, Chancellor's Office

NO IMPACT

OTHER DEPARTMENTS IMPACTED BY THIS ACTION (E.G. INFORMATION TECHNOLOGY):

YES _____ No X

COMMENTS:

WHO WILL BE PRESENTING THIS ITEM AT THE BOARD MEETING?

VICE CHANCELLOR WISE ALLEN, EDUCATIONAL SERVICES

DID A BOARD STANDING COMMITTEE APPROVE THE ITEM? YES _____ No X

IF "YES", PLEASE INCLUDE THAT INFORMATION IN YOUR SUMMARY.

PLEASE ACQUIRE SIGNATURES IN THIS ORDER:

DOCUMENT PREPARED BY:

Prepared by: Carmen N. Fairley, Staff Services Specialist *C Fairley* Date: 11/7/08
[Enter Your Name and Title of Individual]

DOCUMENT PRESENTED BY:

Prepared by: Wise Allen, Vice Chancellor *Wise Allen for W Chancellor* Date: 11/7/08
[Enter Name of College President or Vice-Chancellor or Manager, and Title of Individual]

FINANCE DEPARTMENT REVIEW

Finance review required Finance review *not* required

If Finance review is required, determination is: Approved Not Approved

If not approved, please give reason: _____

Signature: *Thomas Smith* Date: 11-7-08
Thomas Smith, Vice Chancellor for Finance and Administration

GENERAL COUNSEL (Legality and Format/adherence to Education Codes):

Legal review required Legal review *not* required

If Legal review is required, determination is: Approved Not Approved

Signature: _____ Date: _____
Thuy T. Nguyen, General Counsel

CHANCELLOR'S OFFICE APPROVAL

Approved, and Place on Agenda Not Approved, but Place on Agenda

Signature: *Wise S. Allen for Chancellor Harris* Date: 11/0/08
Elihu Harris, Chancellor

MEMORANDUM OF UNDERSTANDING
between
PERALTA COMMUNITY COLLEGE DISTRICT
and
CONTRA COSTA COMMUNITY COLLEGE DISTRICT

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into between Peralta Community College District (hereinafter "Peralta CCD"), Contra Costa Community College District (hereinafter "Contra Costa CCD"), Berkeley City College, College of Alameda, Contra Costa College, Diablo Valley College, Laney College, Los Medanos College, and Merritt College, (collectively, "PARTIES").

WHEREAS, Peralta CCD, Contra Costa CCD, and their respective community colleges collaborated to form the East Bay Career Advancement Academy, a demonstration project funded under a grant from the Chancellor's Office, California Community Colleges.

WHEREAS, the purpose of the East Bay Career Advancement Academy is to provide educational services that are linked to workforce development needs and opportunities in the region.

WHEREAS, the Peralta Community College District designates its own employee as a Project Director to oversee the implementation of this MOU.

WHEREAS, Peralta CCD, Contra Costa CCD, and their respective community colleges have agreed to participate in the project and provide the services outlined in the grant, RFA Specification Number 06-0091 (attached hereto as Exhibit A); and

THEREFORE, the PARTIES mutually agree as follows:

I. STATEMENT OF PERFORMANCE

Peralta CCD, Contra Costa CCD and their respective community colleges shall work together to accomplish the stated goals of the East Bay Career Advancement Academy (EBCAA). The PARTIES understand that the EBCAA is a demonstration project and agree to conduct program development and implementation within the following design parameters: 1) Industry-driven curriculum development focusing on high growth and high demand industries; 2) Collaborative curriculum development and instruction within and between community colleges; 3) Participation in ongoing faculty professional development organized by the EBCAA; and) Provision of comprehensive support services to EBCAA students through campus and community resources.

II. RELATIONSHIP BETWEEN THE PARTIES

This MOU is by and between two independent community college districts and their member community colleges. This MOU is not intended to and shall not be construed to create the relationship of agent, employee, partnership, joint venture, or association beyond the terms and conditions of this grant and MOU.

III. INDEMNIFICATION

Each party agrees to indemnify, defend, and hold harmless other parties to this agreement and their officers, agents, and employees against all claims, demands, actions, costs (including attorneys' fees) or liability arising from or related to the negligence, willful misconduct, or omission of a party, its officers, agents or employees in connection with or arising from the performance of this MOU.

IV. RESPONSIBILITIES OF PERALTA CCD

Peralta CCD will serve as the primary fiscal agent for the project and will be responsible for budget management and reporting to funding agencies. Peralta CCD will also be responsible for overall project administration and coordination for both districts. Additionally, Peralta CCD will be responsible for the following:

- Hiring and supervising EBCAA administrative staff;
- Developing and implementing a professional development plan for faculty and staff;
- Marketing, outreach, and recruitment in cooperation with Contra Costa CCD and community college partners;
- Data collection, evaluation, and compliance with fiscal and program reporting requirements;
- Resource development and sustainability in cooperation with other partners; and
- Creating and participation on a Regional Advisory Committee for the EBCAA.

V. RESPONSIBILITIES OF CONTRA COSTA CCD

Contra Costa CCD will serve as fiscal agent for Contra Costa College, Diablo Valley College, and Los Medanos College and will be responsible for budget management and reporting with respect to funds allocated to and spent within the Contra Costa CCD. Additionally, Contra Costa CCD will be responsible for the following:

- Program coordination within Contra Costa CCD;
- Project marketing, outreach, and recruitment, in collaboration with Peralta CCD;
- Facilitating the collection of data from Contra CCD community colleges, supporting program evaluation, and provision of necessary records and data needed to comply with reporting requirements and to support program evaluation; and
- Participation on a Regional Advisory Committee.

VI. RESPONSIBILITIES OF PARTICIPATING COMMUNITY COLLEGES

Under the grant, participating community colleges have primary responsibility for classroom instruction, curriculum design and development within the context of the *EBCAA Instructional Framework, Guiding Principles, and Instructional Norms* attached hereto as Exhibit B. Additionally, each community college will be responsible for the following:

- Providing classroom instruction in a one-semester EBCAA curriculum consisting of a *Reading* course appropriate for a 7th – 9th grade reading level, a *Writing* course no more than two levels below English 1A, a *Math* course with the appropriate placement at the pre-Algebra level, and a *College Success Skills* course or its equivalent. An integrated Reading and Writing course with a 5 – 6 unit value can be offered in lieu of a separate Reading and Writing course;
- Tutoring and academic advising;
- Data Collection for reporting and evaluation purposes (essential data will be identified) and providing said data to Project Director upon request;
- Securing the necessary releases and authorizations for collection of data;
- Identifying and hiring faculty to teach in the project;
- Faculty participation in project meetings and ongoing professional development;
- Project marketing, outreach, and recruitment in collaboration with Peralta CCD;
- Resource development and sustainability in cooperation with other partners;
- Participation on a Regional Advisory Committee; and
- Establishing a lunch program (or an equivalent) for participating students during days in which they are in the program at a cost of no more than \$5 per student.

VII. ALLOCATION OF FUNDS

Allocation of funds under this agreement is conditioned upon a participating community college offering the EBCAA curriculum, as described in Paragraph IV, to at least one learning community (up to 25 students) meeting the requirements of the target population prescribed under the grant. Providing that a community college offers the EBCAA curriculum to, at least, one learning community (cohort), during the fall semester, 2007 and the spring semester, 2008, funds will be allocated as follows:

- A. Academic Counseling - \$25,000 total for fall and spring.
- B. Instructional Preparation and Compensation for Faculty Participation (project meetings/professional development) - \$18,000 each semester for a total of \$36,000 for the grant period. *For budgeting purposes, project meeting and professional development schedules for Fall 2007 will be provided by September 24, 2007.*
- C. Tutoring - \$2,000 each semester for a total of \$4,000 for the grant period.
- D. Lunch Program - \$5 per participant for lunches as required in this MOU.

- E. Curriculum Development - \$2,000 each for a faculty member in the following areas to participate in curriculum development: 1) Reading, 2) Writing, 3) Math, 4) ESL, and 5) a CTE faculty member from the industry focus of the cohort (e.g., Construction). Each community college will be allocated a total of \$10,000 for curriculum development.

An initial payment of \$1,000 will be released in September 2007 upon receipt of the list of faculty members participating in curriculum development from each community college. The final payment (\$1,000) will be released in mid-October 2007 when the Project Coordinator certifies substantial compliance with curriculum development expectations. Criteria and expected products for curriculum development will be provided by September 24, 2007

VIII. INVOICING

A. Authorized Expenditures and Spending Plan

To receive funds allocated under this MOU, each community college shall submit an invoice outlining the funds requested together with a budget indicating how funds will be spent in support of project goals. Invoices shall be submitted to and approved by the Project Director, EBCAA, in accordance with the timeline designated in Exhibit C.

Contra Costa CCD, as fiscal agent for Contra Costa College, Diablo Valley College, and Los Medanos College, shall receive and submit invoices on their behalf and shall receive and allocate funds accordingly.

Peralta CCD, as fiscal agent for Berkeley City College, College of Alameda, Laney College, and Merritt College, shall receive and process invoices on their behalf and allocate funds accordingly.

B. Reporting

In order to comply with reporting requirements under the grant, each community college shall submit quarterly expenditure reports outlining actual expenditures. The format and schedule for submitting quarterly reports shall be provided by September 24, 2007.

Only upon satisfactory acceptance of these reports shall the Project Director dispense future payments.

These reports are due in accordance with the timeline designated in Exhibit C.

IX. EFFECTIVE DATE AND PERIOD OF PERFORMANCE

This MOU shall be in effect from July 1, 2007 to June 30, 2008.

X. AMENDMENTS

No amendment or modification to this MOU shall be effective unless it is in writing and signed by the authorized agents of all PARTIES.

XI. RENEWAL

Upon mutual consent of the parties and subject to available funding, this MOU may be renewed. Renewal of the MOU shall be authorized in writing by the authorized agents of all PARTIES.

XII. TERMINATION

Either party upon thirty days written notice to the other PARTIES may terminate this MOU without cause.

Such termination shall not take effect, however, with respect to students (or cohorts) already enrolled until such students (or cohorts) have completed the current period of instruction provided through this grant program (MOU).

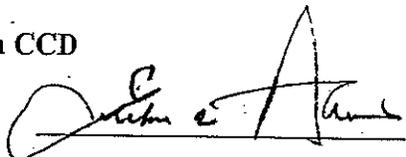
XIII. EXECUTION

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The PARTIES have caused this MOU to be executed effective as of the EFFECTIVE DATE.

For Peralta CCD

Signature: _____



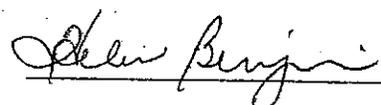
Print Name: Elihu Harris

Title: Chancellor

Date: 4/8/07

For Contra Costa CCD

Signature: _____



Print Name: Helen Benjamin

Title: Chancellor

Date: 11/1/2007

For Berkeley City College

Signature: Wise E. Allen

Print Name: Wise E. Allen

Title: President

Date: 11/15/07

For College of Alameda

Signature: Cecilia Cervantes

Print Name: Cecilia Cervantes

Title: President

Date: 11/15/07

For Contra Costa College

Signature: McKinley Williams

Print Name: McKinley Williams

Title: President

Date: 11/1/2007

For Diablo Valley College

Signature: Judy Walters B.S.S.

Print Name: Judy Walters

Title: President

Date: 11/1/2007

For Laney College

Signature: _____

Print Name: Frank Chong

Title: President

Date: _____

For Los Medanos College

Signature: 

Print Name: Peter Garcia

Title: President

Date: 11/1/07

For Merritt College

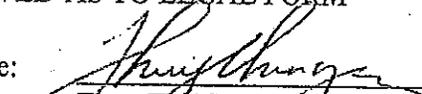
Signature: _____

Print Name: Robert Adams

Title: President

Date: _____

APPROVED AS TO LEGAL FORM

Signature: 

Print Name: Thuy Thi Nguyen

Title: General Counsel, Peralta Community College District

Date: 9/18/07

For Laney College

Signature: _____

Print Name: Frank Chong

Title: President

Date: 11/8/07

For Los Medanos College

Signature: _____

Print Name: Peter Garcia

Title: President

Date: _____

For Merritt College

Signature: _____

Print Name: Robert Adams

Title: President

Date: _____

APPROVED AS TO LEGAL FORM

Signature: _____

Print Name: Thuy Thi Nguyen

Title: General Counsel, Peralta Community College District

Date: 9/18/07

For Laney College

Signature: _____
Print Name: Frank Chong
Title: President
Date: _____

For Los Medanos College

Signature: _____
Print Name: Peter Garcia
Title: President
Date: _____

For Merritt College

Signature: Robert A. Adams
Print Name: Robert Adams
Title: President
Date: 10/02/07

APPROVED AS TO LEGAL FORM

Signature: Thuy Thi Nguyen
Print Name: Thuy Thi Nguyen
Title: General Counsel, Peralta Community College District
Date: 9/18/07

