

PERALTA COMMUNITY COLLEGE DISTRICT
Board of Trustees Agenda Report
For the Trustee Meeting Date of October 28, 2008

ITEM # 17

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

This is request for approval of a Memorandum of Understanding (MOU) between Peralta Community College District, Contra Costa College District and their respective community colleges (hereinafter "PARTIES").

Presenter: President Frank Chong

SPECIFIC BOARD ACTION REQUESTED:

ITEM SUMMARY: (PLEASE DISCUSS THIS ITEM)

The Memorandum of Understanding (MOU) governs the participation of the PARTIES in the East Bay Career Advancement Academy (EBCAA) project and the allocation of funds under the grant from the Chancellor's Office, California Community Colleges. This EBCAA project is a one year grant that can be renewed for up to 36 months. We are in the second year of the grant. Peralta Community College District serves as the fiscal agent and designates the Project Director. The amount to be approved shall not exceed \$300,000. The chancellor's recommends approval. Source of Funding: California Community College, Chancellor's Office.

BACKGROUND/ANALYSIS:

ALTERNATIVES/OPTIONS:

EVALUATION AND RECOMMENDED ACTION:

SOURCE OF FUNDS (AND FISCAL/BUDGETARY IMPACT):

Funding Agency: State 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?

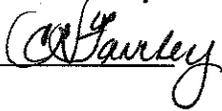
VICE CHANCELLOR WISE ALLEN, EDUCATIONAL SERVICES

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  Date: 12/02/08
[Enter Your Name and Title of Individual]

DOCUMENT PRESENTED BY:

Prepared by: Wise Allen, Vice Chancellor  Date: 12/3/08
[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: _____ Date: _____
Thomas Smith, Vice Chancellor for Finance and Administration

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

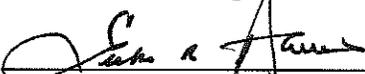
Legal review required Legal review *not* required

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:  Date: _____
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") and their respective community colleges: 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, Peralta CCD, Contra Costa CCD, and their respective community colleges have agreed to participate in Year Two of the project and provide the services outlined in the grant renewal, Grant Agreement Number 08-091-02 (the "Grant") (attached hereto as Exhibit A).

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

WHEREAS, the PARTIES desire to renew their agreement for Year Two under the following terms and conditions.

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 EBCCA; and 4) Provision of comprehensive support services to EBCCA 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, servant, 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 the other parties to this agreement and their officers, agents, and employees against all claims, demands, actions, costs (including attorneys' fees) and liabilities arising from or related to, and in proportion to, the negligence, willful misconduct, or omission of said party, its officers, agents or employees in connection with or arising from its performance of this MOU.

IV. RESPONSIBILITIES OF PERALTA CCD

Peralta CCD will serve as the primary fiscal agent for the EBCCA 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 EBCCA 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 the other partners; and
- Creating and participating on a Regional Advisory Committee for the EBCCA.

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, the 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 consistent with the requirements under the Grant;
- Providing a Site Coordinator to coordinate college performance under the Grant and to serve as a liaison to Project administrative staff and other participating colleges;
- Facilitating the enrollment of students in EBCAA courses, assisting with applications for financial aid and other student support programs;
- Providing tutoring and academic advising to EBCAA students;
- 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; and
- Participation on a Regional Advisory Committee.

VII. ALLOCATION OF FUNDS

Allocation of funds under this MOU is conditioned upon a participating community college offering the EBCAA curriculum, as described in Paragraph VI, 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, 2008 and the spring semester, 2009, funds will be allocated as follows:

- A. \$50,000 base funding; and
- B. \$20,000 for each cohort offered during the fall or spring semester.

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 EBCAA Project Director.

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.

IX. EFFECTIVE DATE AND PERIOD OF PERFORMANCE

This MOU shall be in effect from October 1, 2008 to September 30, 2009.

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 during the term of this MOU.

XIII. EXECUTION

This MOU 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 and shall be binding on all PARTIES.

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

For Peralta CCD for itself and its community colleges

Signature: _____

Print Name: Elihu Harris

Title: Chancellor, Peralta CCD

Date: _____

APPROVED AS TO LEGAL FORM

Signature:  _____

Print Name: ~~Thy Thi Nguyen~~ F. Cuong Benjamin

Title: ~~General Counsel~~ General Counsel, Peralta Community College District

Date: 11/26/08

For Contra Costa CCD for itself and its community colleges

Signature: _____

Print Name: Helen Benjamin

Title: Chancellor, Contra Costa CCD

Date: _____