

PERALTA COMMUNITY COLLEGE DISTRICT
Board of Trustees Agenda Report
For the Trustee Meeting Date of November 15, 2009

ITEM # 21

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

Amended and Restated Memorandum of Understanding – East Bay Career Advancement Academy

SPECIFIC BOARD ACTION REQUESTED:

This is a request for approval of an Amended and Restated Memorandum of Understanding between Peralta Community College District, Contra Costa Community College District and their respective community colleges. The 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. By Memorandum dated November 5, 2009, the Chancellor's Office, California Community Colleges notified the Parties that the grant for the East Bay Career Advancement Academy would be reduced due to budget cuts, requiring the Parties to amend and restate their agreement with respect to the 2009-2010 Program Year.

ITEM SUMMARY: *(PLEASE DISCUSS THIS ITEM)*

The East Bay Career Advancement Academy is one of three regional workforce development/basic skills projects funded by the Chancellor's Office, California Community Colleges. It is a collaborative project with Peralta Community College District and Contra Costa Community College District and their respective colleges. It is funded by the State Chancellor's Office, California Community Colleges (\$1,666,666 per year).

The primary purpose of the project is to establish economic and educational pipelines for undereducated, underemployed youth and young adults (18-30) who lack the basic skills to participate in the workforce or to pursue higher education opportunities. Through the EBCAA, program participants will have an opportunity to increase their performance levels in reading, writing, and mathematics, and obtain career technical training skills that will lead to careers and/or higher education opportunities.

BACKGROUND/ANALYSIS:

The EBCAA project is a three-year workforce development and basic skills demonstration project funded by the Chancellor's Office, California Community Colleges. We are in the third year of the grant and expect to serve over 600 students during this academic year. The Board has previously approved a Memorandum of Understanding in each of the first two years of the project (2007-08 and 2008-09) and approved the year three Memorandum on September 15, 2009.

After a slow first year start, all participating colleges are engaged and participating actively in the project. Approximately 54 faculty members (full and part-time) have been involved in the project across the seven campuses. The Career Advancement Academies have had continuing support from the Chancellor's Office and are prioritized as a system approach for preparing underprepared and underserved Californians for high demand career pathways. During the recent accreditation visit at Laney College, the EBCAA, and the faculty collaboration it engendered, was identified as a noteworthy accomplishment by the accreditation team. Peralta Community College District serves as the fiscal agent and designates the Project Director.

ALTERNATIVES/OPTIONS: *NONE*

EVALUATION AND RECOMMENDED ACTION:

The East Bay Career Advancement Academy is an example of programs that accomplish the District's strategic goals of building programs of distinction and engaging our community partners in order to advance student access and success. Approval is recommended.

SOURCE OF FUNDS (AND FISCAL/BUDGETARY IMPACT):

STATE CHANCELLOR'S OFFICE: GRANT No. 09-091-002: \$1,379,310 FOR 2009-10. ALL PROGRAM ACTIVITIES ARE SUPPORTED BY THE GRANT AND THE DISTRICT RECEIVES 4% AS AN INDIRECT COST.

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

YES _____ No XX

COMMENTS:

WHO WILL BE PRESENTING THIS ITEM AT THE BOARD MEETING?

PRESIDENT FRANK CHONG, LANEY COLLEGE

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

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

(*****Board contract approval is subject to negotiation and execution by the Chancellor.)

PLEASE ACQUIRE SIGNATURES IN THIS ORDER:

DOCUMENT PREPARED BY:

PREPARED BY: William H. Hanson
WILLIAM H. HANSON, DEAN AND PROJECT DIRECTOR, EBCAA
DATE: 12/10/09
[ENTER YOUR NAME AND TITLE OF INDIVIDUAL]

DOCUMENT PRESENTED AND APPROVED BY:

PRESENTED AND APPROVED BY: Frank Chong DATE: 12.10.09
PRESIDENT FRANK CHONG
[ENTER NAME OF COLLEGE PRESIDENT, (IF ORIGINATING FROM A COLLEGE), OR VICE-
CHANCELLOR OR MANAGER (IF ORIGINATING FROM THE DISTRICT), AND TITLE OF THE
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

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING
between
PERALTA COMMUNITY COLLEGE DISTRICT
and
CONTRA COSTA COMMUNITY COLLEGE DISTRICT

This AMENDED AND RESTATED 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”) and dated for convenience as of November 20, 2009.

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 has designated its own employee as the Project Director to oversee the implementation of this MOU;

WHEREAS, Peralta CCD, Contra Costa CCD, and their respective community colleges agreed to participate in Year Three of the project and provide the services outlined in the grant renewal, Grant Agreement Number 09-091-002 (the “Grant”)(attached hereto as Exhibit A and incorporated herein by this reference) and renewed their collaboration for Year Three on the following terms and conditions;

WHEREAS, by Memorandum dated November 5, 2009, the Chancellor’s Office, California Community Colleges notified the Parties that the grant for the East Bay Career Advancement Academy’s 2009-2010 program year would be reduced due to budget cuts, requiring the Parties to amend and restate their agreements with respect to the 2009-2010 program year (i.e., July 1, 2009 – June 30, 2010) (the “2009-2010 Program Year”).

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 goals of the East Bay Career Advancement Academy (“EBCAA”) set forth in Exhibits hereto. 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 4) 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, 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 or activities relating to this MOU.

IV. RESPONSIBILITIES OF PERALTA CCD

Peralta CCD will serve as the primary fiscal agent for the EBCAA 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 the other partners; and
- Creating and participating 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, 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 and incorporated herein 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, in part, 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. Provided that a community college offers the EBCAA curriculum to, at least, one learning community ("cohort"), during the fall semester, 2009 and the spring semester, 2010, funds will be allocated as follows:

- A. \$48,000 base funding; and

B. \$17,000 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.

In the event, any of the community colleges listed herein fails to offer the EBCAA curriculum to at least one cohort per semester or offer the EBCAA curriculum to a cohort for which funds have been allocated, said community college shall promptly return the funds allocated therefor to its CCD, who shall promptly return said funds to the Peralta CCD as the primary fiscal agent for the EBCAA.

B. Reporting

In order to comply with reporting requirements under the Grant, each community college shall submit quarterly expenditure reports outlining actual expenditures.

IX. PERIOD OF PERFORMANCE

This MOU shall apply for the 2009-2010 Program Year.

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. In the event that as a result of termination of this MOU, a community college listed herein will fail to offer the EBCAA curriculum to at least one cohort in the fall or spring semester, said community college shall promptly return the funds allocated therefor to its CCD, who shall promptly return said funds to the Peralta CCD as the primary fiscal agent for the EBCAA.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

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 acknowledge and agree that this MOU replaces and supersedes the prior MOU relating to the 2009-2010 Program Year executed earlier in the 2009-2010 Program Year.

For Peralta CCD for itself and its community colleges

Signature: 

Print Name: Elihu Harris

Title: Chancellor, Peralta CCD

Date: 11/22/09

APPROVED AS TO LEGAL FORM

Signature: 

Print Name: ~~Thuy Thi Nguyen~~ E.C. Bolin

Title: ~~AP/IE~~ General Counsel, Peralta Community College District

Date: 11/16/09

For Contra Costa CCD for itself and its community colleges

Signature: _____

Print Name: Helen Benjamin

Title: Chancellor, Contra Costa CCD

Date: _____

EXHIBIT A

The Grant

EXHIBIT B

EBCAA Instructional Framework, Guiding Principles, and Instructional Norms