

MEMORANDUM OF UNDERSTANDING
BETWEEN

Strong Workforce Program K-14 Pathways Regional Joint Venture Project Partner -
Chabot-Las Positas Community College District, Chabot College

AND

Contra Costa Community College District (4CD)

Valid July 1, 2016 – December 31, 2018

This Memorandum of Understanding (MOU) between the Contra Costa Community College District (**LEAD INSTITUTION**) and the **Regional Joint Venture Project Partner** - Chabot-Las Positas Community College District, Chabot College (**PARTNER INSTITUTION**) sets forth the terms and understanding between parties herein to provide funding for the explicit purposes of providing leadership and facilitation of the K-14 Pathways Regional Joint Venture.

GRANT BACKGROUND:

The Strong Workforce Program promotes “More” and “Better” Career Technical Education through local college investments, and regional investments (REGIONAL JOINT VENTURES). Regional Joint Ventures involve co-investments from multiple colleges who have common disciplines and would benefit from co-investing in projects or activities that promote More and Better CTE.

Contra Costa Community College District is serving as Lead Institution for the K-14 Pathways Regional Joint Venture under the Strong Workforce Program, as established by the Bay Area Regional Community College Consortia (BACCC). As Lead Institution, Contra Costa Community College District will provide project and fiscal management for activities under the Regional Joint Venture co-investment strategy as established under the BACCC and its governance structure.

PROJECT BACKGROUND:

This Regional Joint Venture asks for co-investments from BACCC and interested colleges within the Bay Region for coordination of regional assets. Coordinated assets will be used to host professional development opportunities for regional partners and jointly invest in technical assistance resources, including around Career Pathway mapping & development, Work-based Learning, Dual Enrollment, Get Focused...Stay Focused, Career Pathway marketing and Career Pathway data. This Regional Joint Venture allows the region to build capacity around connections to K12 partners, increase enrollment pipelines from K12, and support student preparation and persistence once arriving in college. The K-14 Pathways Regional Joint Venture specifically addresses the following, which is an excerpt from the Strong Workforce Application, and approved as a Certified Project Proposal:

- 1) Developing & Mapping Career Pathways, which includes: a) Regional/subregional professional development sessions (career pathways mapping, others); and, b) Documenting career pathways development processes and promising practices.
- 2) Increasing Early College Credit, which includes: a) Facilitating a dual-enrollment community of practice; and, b) Regional/subregional professional development sessions (CATEMA, dual enrollment, others).
- 3) Expanding Early Interventions & Awareness of Pathways, which includes: a) Facilitating subregional counselor collaborations between K12 and College counselors; b) Providing Technical Assistance on exploration and implementation of college and career readiness curriculum & tools; and, c) Hosting a GTE Counselor Summit.
- 4) Documenting and Systematizing Work-Based Learning, which includes: a) Documenting employer engagement and work-based learning activities and identifying unmet needs, by campus; b) Professional development for college staff engaged in WBL/industry engagement; c) Facilitating alignment of college standards for WBL; and, d) Developing plans for coordinated "asks" across colleges.

1. PERIOD OF PERFORMANCE

The period of performance for this Agreement shall be from July 1, 2016 through December 31, 2018 unless terminated earlier in accordance with this MOU or modified by mutual written agreement. This MOU is at-will and may be modified by mutual consent of authorized officials from Lead Institution or Partner Institution. This MOU shall become effective upon signature by the authorized officials and will remain in effect until modified or terminated in writing or it expires by any one of the partners by mutual consent.

2. CERTIFIED PROJECT PROPOSALS

Lead institution shall perform the scope of work detailed using individually Certified Project Proposals contained in attached Appendices. Certified Project Proposals are those proposals submitted through the on-line Regional Strong Workforce Program platform and certified by Lead Institution and Partner Institution as meeting the intention and requirements of the Strong Workforce Program legislation. Such Certified Project Proposals shall fully detail the scope of work between parties. As needed, the Certified Project Proposals can be amended and modified based on written approval by the Lead Institution and Partner Institution(s). By signing this MOU, the Lead Institution and Partner Institution agree that the Certified Project Proposals will be binding under this MOU without further action by the Parties.

The Lead Institution agrees to make the investments and to conduct the work as described in the Certified Project Proposal documents submitted by Lead Institution and attached hereto as Exhibits and incorporated by reference in this MOU. The Lead Institution agrees that funds will be used for the purpose of meeting the following goals established through the BACCC Regional Collaborative Planning Process:

- Goal A: Meet the needs of employers for well-qualified candidates for middle-skill positions that pay livable wages
- Goal B: Provide pathways that enable all Bay area residents to find employment and advance to livable wages
- Goal C: Ensure equity in participation, completion, and employment

3. COLLABORATION

Where proposals involve multiple colleges, all parties agree to work collaboratively with all other colleges specifically referenced in the Certified Project Proposals in order to complete the scope of work.

4. TOTAL COSTS

The total cost for performance of this MOU is set forth in Appendix A where funding amounts pledged by Partner Institutions are listed.

5. BUDGET

Lead Institution agrees that expenditure of funds under the Agreement will be in accordance with the project budgets submitted by the Lead Institution and shown in Appendix A, which by reference are incorporated into this Agreement.

Funds are to be utilized by the Lead Institution in accordance with the terms and conditions of both this Master Agreement and guidance on the allowable use of funds from the California Community Colleges Chancellor's Office ([Strong Workforce Program Guidance Memos](#)).

The Lead Institution understands that all funds must be fully expended by December 31, 2018. The Lead Institution agrees to work with Fiscal Agent (Cabrillo College) to accomplish Project revisions, transfers, and reallocations in a timely way to ensure all funds are fully spent or released and reallocated to another college that can fully spend the funds.

6. BUDGET MANAGEMENT

The Lead Institution will manage its budgets so that there is a clear distinction between Local Strong Workforce funds and Regional Strong Workforce Funds (which are the subject of this Agreement), and a clear distinction between the fiscal year of the allocation (e.g., that the

allocation for 2016-2017 is distinct from any allocation for 2017-2018). Since the term for the use of the funds is more than one year there will be concurrent use of separate allocations. The Lead Institution in coordination with 4CD will assign separate project numbers to each year's allocation to make a clear distinction between the separate allocations.

7. INVOICES

One invoice will be issued for the amount pledged by Partner Institutions as entered in the on-line application shown in Appendix A for the Regional Joint Venture, and approved by the BACCC governing structure. Information regarding this structure can be accessed at www.baccc.net under the Strong Workforce tab.

8. REPORTING

LEAD COLLEGE agrees to provide qualitative and quantitative progress reports and a final report according to the schedule provided by and as required by the California Community College Chancellor's Office and the Bay Area Community College Consortium. Fiscal reports detailing fiscal activity during each fiscal year of the performance periods will also be submitted. Reports will be submitted to the Fiscal Agent in a timely manner according to the schedule below. Lead Institution will be provided in writing any changes within thirty day of the reporting schedule.

All documents of activity and expenditures will be provided according to the reporting structure (quarterly, annually) and subject to all auditing requirements.

_Reporting Schedule:

Performance Period	Progress Report Due	Fiscal Year End Report Due
July 1, 2016 to June 30, 2017	July 31, 2017	July 31, 2017
July 1, 2017 to September 30, 2017	October 31, 2017	
October 1 to December 31, 2017	January 31, 2018	
January 1 to March 31, 2018	April 30, 2018	
April 1 to June 30, 2018	July 31, 2018	July 31, 2018
July 1 to September 30, 2018	October 31, 2018	
October 1 to December 31, 2018	Include in final report	January 31, 2019

A final report covering the entire performance period of the Agreement, including all supporting documentation, is due January 31, 2019.

Transfers of Funds Impacting Regional Joint Ventures

Budget transfers away from Projects that include budget commitments from multiple colleges (Regional Joint Ventures) require consultation with other colleges participating in the Regional Joint Venture to ensure the transfer does not jeopardize the outcomes of the other colleges. Transfers of Regional Joint Venture Funds require specific written approval from the Fiscal Agent.

Contra Costa Community College District:

1. Will serve as the Lead Institution and abide by Strong Workforce grant guidelines and in accordance with the rules and procedures of 4CD Business Office and Board policies.
2. Will be responsible for paying invoices to firms or individuals that perform work under the K-14 Pathways Regional Joint Venture.
3. Shall be responsible for monitoring activities and providing Partner Institutions and BACCC with all information in order to fulfill the responsibilities of State reporting. This includes any necessary student participation data, expenditure documentation, performance measures, and program outcomes.
4. The Lead Institution will designate a person/persons with proper authority to certify all information submitted to the State. 4CD acknowledges and accepts all responsibility for program related expenditures and certifies that expenditures are in compliance with the approved objectives, rules and regulations that govern the Strong Workforce Program. Furthermore, 4CD accepts all liability for any disallowed costs, should they arise.

Indemnification. The Partner Institution shall defend, save harmless and indemnify the District and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the Contractors hereunder, resulting from the conduct, negligent or otherwise, of the Contractor, its agents or employees.

Indemnification. The Lead Institution shall defend, save harmless and indemnify the Partner Institution and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the District hereunder, resulting from the conduct, negligent or otherwise, of the District, its agents or employees.

Legal Authority. This Contract is entered into under and subject to the following legal authorities: California Government Code and California Education Code Section 81655.

Signatures. These signatures attest the parties' agreement hereto:

**I AGREE TO THE MEMORANDUM OF UNDERSTANDING AS OUTLINED IN THE
RECITALS, COVENANTS AND CONDITIONS CONTAINED HEREIN:**

Dave Wetmore
Director of Purchasing and Contracts
Contra Costa Community College District

Date: _____

Lorenzo Legaspi
Vice Chancellor, Business Services
Chabot-Las Positas Community College District

Date: _____

Appendix A

In final PDF MOU, will add in original RJV Proposal/Workplan submission - accessible here:

<https://drive.google.com/file/d/1s5AkFMA3Vk1rdOEyrgPprNTpB7cZFqMA/view?usp=sharing>

Strong Workforce Program Regional Joint Venture Budget Summary: K-14 Pathways -Round 1			
<p>Overview: In the Bay Area, there are over 346,000 high school students who are potential "customers" for the Community Colleges. Through supporting the creation and sustainability of K14 Pathways, Colleges have the opportunity to increase FTES by building the enrollment pipeline and early college credit opportunities for students. Robust K14 Pathways help K12 students better understand their options for postsecondary education and careers, and support better preparation for and persistence in college programs. This regional project emphasizes building up backbone supports for K14 Pathways, with the goal of increasing capacity within colleges to develop robust pathways, and increasing consistency in practice across colleges. Regional coordination is a critical element of this proposal. The four elements of this proposal are: Developing & Mapping Career Pathways; Increasing Early College Credit; Early Intervention/Awareness of Pathways; and, Expanding Work-Based Learning.</p>			
Fiscal Year:	2016-2017		
Proposal Status	Certified	RJV Leads	Janine Kaiser, Sharon Turner
		Lead Emails	kaiser@compasspolicy.com, turnersharon@fhda.edu
		Lead Phones	(510) 542-9138, 408-745-8065
Participating Colleges	Aligned Regional Direct-To-College Allocation	College Funds Pledged to K14 Pathways Coordination	Distribution from BACCC (Part of \$1M Regional Fund)
Berkeley City College	\$120,257	\$10,000	
Cabrillo College	\$0	\$20,000	
Canada College	\$0	\$12,982	
Chabot College	\$90,000	\$10,000	
Contra Costa CCD	\$163,000	\$75,000	\$225,000
Foothill College	\$0	\$5,000	
Laney College	\$14,782	\$0	
Las Positas College	\$75,318	\$10,000	
Monterey Peninsula College	\$0	\$11,000	

Solano Community College	\$138,503	\$0	
Sub-totals	\$601,860	\$153,982	\$225,000
Regionally Coordinated K- 14 Project Budget (Exclusive of Aligned, Regional, Direct-to-College Allocations)	\$381,482		
Total K14 Project Budget (Inclusive of Aligned, Regional, Direct-to-College Allocations)	\$980,842		

By signing below, Chabot College and Contra Costa Community College District agree to the terms and conditions set forth in the Memorandum of Understanding and Appendix A.

Dave Wetmore
Director of Purchasing and Contracts
Contra Costa Community College District

Date: _____

Lorenzo Legaspi
Vice Chancellor, Business Services
Chabot-Las Positas Community College District

Date: _____