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MEMORANDUM OF UNDERSTANDING  
between  
CONTRA COSTA COMMUNITY COLLEGE DISTRICT  
and  
CHABOT LAS-POSITAS COMMUNITY COLLEGE DISTRICT

This Memorandum of Understanding (MOU) is entered into between Contra Costa Community College District (hereinafter "Contra Costa CC") and the Chabot Las-Positas Community College District (hereinafter "Chabot Las-Positas CCD") and Chabot College (collectively, "PARTIES").

WHEREAS, the PARTIES worked collaboratively with each other and other regional stakeholders to create the Design it-Build it-Ship it regional workforce development initiative (hereinafter "DBS") funded under the U.S. Department of Labor's Trade Adjustment Assistance, Community College Career Training Initiative (hereinafter "TAACCCT");

WHEREAS, the purpose of DBS is to expand the capacity of the regional workforce system and the community colleges to create and sustain career path training systems for TAA eligible, dislocated, and other adult workers in the East Bay including Alameda, Contra Costa, and Solano Counties;

WHEREAS, the PARTIES have have agreed to participate in DBS and provide the services outlined in the grant per U.S. Department of Labor Grant Agreement Number TC-23770-12-60-A-6 (hereinafter "Prime Grant");

WHEREAS, the partner district/college is in possession of a copy of the PRIME GRANT agreement and acknowledges they are a "co-grantee" as defined in the PRIME GRANT by the U.S. Department of Labor, subject to all of the same reporting, financial restrictions, and special conditions of performance required of Contra Costa CCD as the financial and operational lead of DBS;

WHEREAS, the Contra Costa Community College District has designated its own employee as the Project Director to oversee the implementation of DBS and this MOU;

WHEREAS, the governance structure of DBS includes a Governance Committee, Finance Committee, Evaluation Committee, which the PARTIES agree to support and designate representatives to as part of an integrated consortium and collaborative management structure;

THEREFORE, the PARTIES mutually agree to as follows:

**I. STATEMENT OF PERFORMANCE**

That the PARTIES shall work collectively to accomplish the goals of DBS and fully implement the strategic priorities and major activities outlined in the PRIME GRANT. The PARTIES understand that DBS is a capacity building and training initiative and agree to conduct program development, capacity building, and training activities including:

- 1) Development of new programs and alignment of existing programs using industry-driven curriculum and stackable certificate models aligned to employer identified credentials in advanced manufacturing, transportation/logistics, or engineering,

- 2) Agreement to use the following core framework and metrics to ensure the implementation of the core elements of the program design identified in the PRIME GRANT agreement statement of work:
  - a. Integrated program design,
  - b. Cohort enrollment into linked courses,
  - c. block scheduling, dynamic scheduling, and compressed instructional formats,
  - d. Contextualized Basic Skills including math, English, and digital literacy,
  - e. Use of transformative technology and technology enabled learning strategies,
  - f. Increased transparency, accountability, and labor market relevance,
  - g. Innovative student support services and assessment including multiple assessment measures, student portfolios, expanded and contextualized counseling strategies, and embedded social and workforce services.
- 3) Participation in regional capacity building that supports articulation across the community colleges and aligns core competencies, credentialing, and curriculum by industry cluster and sector,
- 4) Planning and support for creation of a stronger East Bay workforce intermediary system in partnership with industry, our constituent workforce boards, and other stakeholders that improves integration of employer engagement, funding, service delivery, placement, and evaluation,
- 5) Participation in a third party evaluation that includes provision of student identifiers and other data required for the four year formative and summative evaluation of DBS and that includes commonly identified progress measures to improve retention, completion and reduce time to completion across the project

## **II. RELATIONSHIP BETWEEN THE PARTIES**

This MOU is by and between two independent community college districts and their member 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. CO-GRANTEE RESPONSIBILITIES**

As Co-Grantees under the requirements of the Prime Grant, the PARTIES are each equally subject to the administrative, fiscal, and other requirements of the U.S. Department of Labor in the performance of the activities described in the Prime Grant agreement except where specific responsibilities for reporting or other activities are identified below.

## **V. RESPONSIBILITIES OF CONTRA COSTA CCD**

Contra Costa CCD will serve as the primary fiscal and reporting agent for DBS and will be responsible for budget management, financial reporting, progress reports, and annual outcome

reports to the U.S. Department of Labor. Contra Costa CCD is also responsible for primary project administration and coordination for all five districts and constituent colleges. Additionally, Contra Costa CCD will be responsible for the following:

- Hiring and supervising DBS grant management staff;
- Subcontracting related to key grant activities such as evaluation, professional development, or other contracts identified during grant implementation,
- Convene the DBS Governance Committee for ongoing policy guidance, progress assessment, budget guidance and assessment of program outcomes,
- Financial management, tracking, quarterly reporting to the U.S. Department of Labor, drawdowns, disbursements to DBS consortium members and convening of the DBS Finance Committee,
- Annual participant outcome reports to the U.S. Department of Labor, oversight of the DBS third party evaluation, and convening the DBS evaluation team,
- Convene the DBS Program Committee for coordination of overall program activities, professional development, and capacity building,
- Core support for the East Bay workforce Intermediary planning process including procurement of appropriate consulting or third party resources as required and as agreed to by the broader partnership,
- Participation in ongoing resource development for the DBS consortium and for the East Bay workforce intermediary planning process.

#### **V. RESPONSIBILITIES OF Chabot Las-Positas Community College District**

Chabot Las-Positas CCD will serve as fiscal agent for Chabot College and will be responsible for financial management, monitoring, and reporting with respect to funds allocated to and spent within the Chabot Las-Positas CCD. Additionally, Chabot Las-Positas CCD will be responsible for the following:

- Assistance with program coordination at its constituent colleges in partnership with Contra Costa CCD,
- Provision of District representatives to the Governance Committee, Finance Committee, and Evaluation Committee convened by Contra Costa CCD unless per agreement with its college(s) those representatives will be provided by the college directly,
- Facilitating the collection of data from Chabot Las-Positas CCD community colleges to support outcome reporting and the third party DBS evaluation, including provision of student identifiers and other records as required to meet U.S. Department of Labor or Evaluation requirements,
- Compliance with any audit or documentation requests from the U.S. Department of Labor or Contra Costa CCD to ensure full compliance with the requirements of the Prime Grant,
- Participation in the East Bay Workforce Intermediary planning process including assignment of appropriate District personnel with disciplinary expertise for appropriate planning topics (e.g. assessment, MIS, etc).
- Support for ongoing resource development for the DBS consortium and for the East Bay workforce intermediary planning process.

#### **VI. RESPONSIBILITIES OF PARTICIPATING COMMUNITY COLLEGES**

Under the Grant, the participating community colleges have responsibility for the following:

- Provide a Site Coordinator to coordinate college performance and local professional development activities under the Prime Grant and to participate on the DBS Program Committee convened by Contra Costa CCD,
- Provide representatives to the Finance, Evaluation, Governance and Program Committees convened by Contra Costa CCD unless the District is providing those representatives on behalf of their respective colleges,
- Identify core sector training competencies of the college relevant to the DBS prime grant and participate in regional employer engagement and career pathway mapping activities, sharing the college's own employer relationships as a part of that process,
- Create and continually update a capacity building plan, training plan, and detailed budget for the college that identifies all curriculum development, program development, training and other activities planned by the college as a part of DBS,
- Develop and implement curriculum and credential/certificate programs aligned to the industries and target populations described in the Prime Grant including outreach/marketing, enrollment, assessment, classroom/lab instruction, and other services consistent with the requirements of the PRIME GRANT,
- Support non-traditional educational and instructional strategies that improve access and performance for a broad continuum of students including students with barriers to education and training, including strategies such as contextualized basic skills, cohort based strategies, programs of study, and embedded student services and vocational preparation,
- Provide appropriate faculty or staff representatives with disciplinary expertise at professional development, strategic planning, employer engagement, or regional systems planning sessions dependent upon planning topic,
- Collect and report required data on all students in DBS identified student cohorts including student identifiers, course data, and other data elements to the DBS Director or third party evaluator upon request,
- Secure the necessary releases and authorizations for collection of data as required,
- Supporting student success through dynamic partnerships with the local Workforce Investment Boards, human service agencies, community-based organizations, and the college's existing student support services,
- Explore new and more relevant career and technical practicum models that integrate coursework and student internship for students such as cooperative work experience and apprenticeship; and
- Compliance with all open source requirements of the PRIME GRANT for all curriculum, instructional materials, web resources or other products of the grant.

## VII. ALLOCATION OF FUNDS

Allocation of funds under this MOU is conditioned upon 1) Receipt of a final grant agreement from the U.S. Department of Labor, 2) Development of a program work plan from each college that details activities and expenditures for the duration of the grant, and 3) Ongoing compliance with financial reporting including strict compliance with reporting deadlines that allow Contra Costa CCD to file quarterly financial reports on time.

Funding for the first three years of the grant period, from 10/1/2012 to 9/30/2015, to the Chabot Las-Positas CCD will be \$1,281,000.

## VIII. FINANCIAL REPORTING, INVOICING, AND PAYMENT

### A. Authorized Expenditures and Spending Plan

To be eligible to receive funds under this MOU, each community college must submit a work plan and budget plan that illustrates in detail all planned capacity building, training activities, and expenditures the DBS Director. Upon verification and approval by the DBS Project Director, colleges are eligible to invoice for reimbursement of approved expenditures on a quarterly basis.

All expenditures by community colleges and their subcontractors are subject to all limitations and special permissions imposed by the U.S. Department of Labor. These conditions are included in the DBS PRIME GRANT agreement which has been distributed to each of the Districts. These include but are not limited to:

- **Special Permissions:** All purchases or lease of equipment with a single item cost over \$5,000 and a useful life over one year and all renovation of property or space require permission from the Department of Labor prior to purchase or beginning of renovation,
- **Limitations:** TAACCCT funding may not be used for supportive services, tuition, construction, or the purchase of real property,
- **Administrative Cap:** The U.S. Department of Labor stipulates that there is an administrative cap of 10% on the grant including all direct funded Administrative costs and the Administrative portion of any indirect costs charged to the grant and which includes any administrative costs or indirect expenditures by the PARTIES as co-grantees.

When in doubt about limitations pertaining to the use of grant funds, colleges should refer to their District's copy of the PRIME GRANT agreement. After consulting the PRIME GRANT agreement, any additional questions should be directed to the DBS Director who can seek additional guidance from the U.S. Department of Labor.

### B. Indirect Expenditures

Districts, as co-grantees under the PRIME GRANT, may charge a nominal indirect charge of 5% to their funding allocations subject to the following:

- That they have an approved Federal indirect rate agreement with a Federal cognizant agency and that agreement has been submitted to Contra Costa CCD to submit for approval to the U.S. Department of Labor,
- That the charging of indirect costs to the grant will not result in the grant exceeding the maximum 10% cap in administrative costs required as a condition of the PRIME GRANT as determined by the Contra Costa CCD Finance Office,
- That any budget modifications due to changes in the overall indirect expense amount are approved by the Department of Labor
- That any indirect charges by co-grantees are considered part of their allocation as described in the PRIME GRANT agreement,
- That all indirect charges will be reviewed by the Finance Committee each quarter prior to submission of budget reports to the U.S. Department of Labor,
- That any indirect expenses charged to the District's allocation be broken down into administrative and programmatic indirect charges in quarterly reports to the CCCC business office,
- That, at any time, should the Contra Costa CCD Finance Office determine that continued indirect charges may cause the grant to exceed the 10% administrative cost limitation,

that Contra Costa CCD may cap or eliminate the ability of co-grantees to charge indirect expenses to their allocations.

**C. Reporting, Invoicing, and Payment**

Invoicing for payment under this MOU is directly linked to the quarterly financial reporting process required by the U.S. Department of Labor. Contra Costa CCD, as the fiscal and lead agency for DBS, has sole responsibility for submitting aggregated quarterly financial reports to the U.S. Department of Labor that include all payables by the DBS consortium colleges in the previous fiscal quarter. DBS consortium colleges agree to submit line item summary of the previous quarter's expenses no less than 15 days prior to the due date for financial reports to the U.S. Department of Labor. Due Dates each year include:

| Deadline Item    | 1 <sup>st</sup>           | 2 <sup>nd</sup>        | 3 <sup>rd</sup>         | 4 <sup>th</sup>           |
|------------------|---------------------------|------------------------|-------------------------|---------------------------|
| Quarter Dates    | Oct 1 to Dec 31           | Jan 1 to March 31      | April 1 to June 30      | July 1 to Sept 30         |
| DOL Report Due   | February 14 <sup>th</sup> | May 15 <sup>th</sup>   | August 15 <sup>th</sup> | November 15 <sup>th</sup> |
| Due Date to CCCC | January 31 <sup>st</sup>  | April 30 <sup>th</sup> | July 31 <sup>st</sup>   | October 31 <sup>st</sup>  |

Should the due date fall upon a weekend or holiday, the financial report to Contra Costa CCD will be due the Friday immediately prior to that weekend or the day prior to the holiday. Reports to Contra Costa CCD will be made directly by the college for single college districts and by the district office for multi-college districts according to the following breakdown:

| Reporting Entity       | Colleges Included in Report                                               |
|------------------------|---------------------------------------------------------------------------|
| Chabot Las Positas CCD | Chabot College                                                            |
| Contra Costa CCD       | Contra Costa College, Diablo Valley College, Los Medanos College          |
| Chabot Las-Positas CCD | College of Alameda, Berkeley City College, Laney College, Merritt College |
| Ohlone College         | Ohlone College                                                            |
| Solano CC              | Solano Community College                                                  |

Reporting formats required under this MOU will be specified by the Contra Costa CCD Business Office and may include but are not limited to summary reports for the entire district and by college by location and DOL Line Item, direct printouts from the district's general ledger, and scans of time and effort sheets for all personnel positions allocated to administrative costs. All reports will be accompanied by a letter signed by the reporting District or College's business officer certifying that the report accurately reflects the information contained in the District's accounts payable system for the reporting period in question.

The report to Contra Costa CCD 15 days prior to DOL submission is considered the invoice for the reporting district or college. Upon approval by the DBS Director and Contra Costa CCD business office, the report will be used to compile and submit the regular DBS quarterly report to DOL. Payment is subject to successful submission and approval of the report by the U.S. Department of Labor, and successful drawdown from the U.S. Department of Labor's Payment Management System (PMS).

All reports by DBS districts should closely align with the work plan and expenditure plans on file at the Contra Costa CCD Office for each college. Any significant discrepancy between reports and the plans may result in delay in filing of the grant financial report to the U.S. Department of Labor or delays in payments to the reporting colleges. While work plans and budgets can be modified with some exceptions, Colleges should notify the DBS Director of any significant changes in their work plan or activities as some changes may require filing of a program or budget modification with the Department of Labor before payment can be approved. Any expenditures which are suspect or not allowed by DOL guidelines, can be removed from the quarterly report until resolution of questions regarding that expenditure. Major changes in an individual college's work plan may require consultation with the DBS Governance Committee.

The above processes are subject to change based on changes in reporting and payment processes by the U.S. Department of Labor or as required to comply with internal audits or audits initiated by the U.S. Department of labor. All changes in reporting shall be made in writing by the Contra Costa CCD to all effected parties.

**IX. OUTCOMES**

Set below are the DBS outcome measures as identified in the PRIME GRANT and as approved by the Department of Labor. Each college will assign staff to develop specific benchmarks and outcomes for that college that support the achievement of the outcomes identified below. Each colleges agrees to work towards the achievement of these outcomes.

| <b>Design it-Build it-Ship it Outcome Measures for TAACCCT Program</b> |                                                                                          |               |               |               |               |              |
|------------------------------------------------------------------------|------------------------------------------------------------------------------------------|---------------|---------------|---------------|---------------|--------------|
| <b>Outcome Measure</b>                                                 |                                                                                          | <b>Year 1</b> | <b>Year 2</b> | <b>Year 3</b> | <b>Year 4</b> | <b>Total</b> |
| 1                                                                      | Total Unique Participants to be Served                                                   | 400           | 700           | 917           |               | 2,017        |
| 2                                                                      | Participants Completing a TAACCCT-Funded Program of Study                                | 320           | 560           | 734           |               | 1,614        |
| 3                                                                      | Participants Still Retained in Their program of Study or Other TAACCCT-Funded Program    | 340           | 595           | 779           |               | 1,714        |
| 4                                                                      | Total Participants Completing Credit Hours                                               | 360           | 630           | 825           |               | 1,815        |
| 5                                                                      | Total Number of Participants Earning Credentials                                         | 320           | 560           | 734           |               | 1,614        |
| 6                                                                      | Total Participants in Further Education After TAACCCT-funded Program of Study Completion | 80            | 140           | 183           |               | 403          |
| 7                                                                      | Total Number of Participants Employed After TAACCCT-Funded program of Study Completion   |               | 224           | 392           | 514           | 1,130        |
| 8                                                                      | Total Number of Participants Retained in Employment After Program of Study Completion    |               | 168           | 294           | 385           | 847          |
| 9                                                                      | Total Number of Those Participants Employed Who Received a Wage Increase Post-Enrollment |               | 134           | 235           | 308           | 678          |

**X. EFFECTIVE DATE AND PERIOD OF PERFORMANCE**

This MOU shall be in effect from October 10<sup>th</sup>, 2012 to September 30<sup>th</sup>, 2015.

**XI. AMENDMENTS**

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

**XIII. 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.

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**XIV. 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 Contra Costa CCD for itself and its community colleges**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM


Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For Chabot-Las Positas CCD and its community colleges**

Signature: 

Print Name: SUSAN SPERLING

Title: President, Chabot College

Date: 12/17/12

Signature: \_\_\_\_\_

Print Name: Lorenzo Legaspi

Title: Vice Chancellor, Business Services

Date: \_\_\_\_\_