

California Virtual Campus - Online Education Initiative
Consortium Master Agreement for California Community Colleges

This California Virtual Campus - Online Education Initiative Consortium Master Agreement for California Community Colleges (hereafter “Agreement”) is entered into by and between the Foothill - De Anza Community College District (hereafter “FHDA”) representing the California Community Colleges California Virtual Campus - Online Education Initiative (hereafter “CVC-OEI”) and _____ (hereafter “Participating College” or “College”) on the _____ day of _____ (month), _____ (year).

WHEREAS, The CVC-OEI is a collaborative effort among California Community Colleges (hereafter “CCC”) to significantly increase opportunities for completion of student educational goals in California through access to high quality online courses and a comprehensive and collaborative online education ecosystem. The CVC-OEI is managed by FHDA through funding disbursed by the California Community College Chancellor’s Office (hereafter “CCCCO”);

WHEREAS, Through this Agreement, the CVC-OEI and Participating College agree to establish a program in the form of the CVC-OEI Consortium (hereafter “Consortium”) as authorized by the CCCC and Sections 66770, 66770.5, 66771, 66772, 66773, 66773.5, and 68101 of the California Education Code, the purpose of which is to implement a convenient online methodology to enable student cross enrollment as authorized by AB 637;

WHEREAS, The Participating College agrees that, in its role as a member of the Consortium, it shall perform all of its duties, responsibilities and obligations as described in *Appendices A-D*, which are attached hereto and incorporated herein as part of this Agreement; and

WHEREAS, CVC-OEI agrees to provide management services for the Consortium and accordingly to provide College with the support and resources described in *Appendices A-D*.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

A. PURPOSE

The purpose of this Agreement is to define commitments, obligations, benefits, and responsibilities between the CVC-OEI and Participating College to collectively establish a Consortium of participating colleges supporting the online education ecosystem for the CCC. Furthermore, this Agreement including *Appendices A-D*, contains the entire agreement between the parties pertaining to the matters described herein, and supersedes any prior agreements (or MOU) covering these matters, verbal or written, in existence before the execution of this Agreement.

B. PROGRAM DESCRIPTION

Participating Colleges will work with the CVC-OEI to support a fully operational California Virtual Campus Exchange (hereafter “CVC Exchange”) in support of the Prime Agreement between the CCCC and FHDA (“Prime Agreement”). The CVC Exchange aims to provide a seamless pathway for students to register for, and complete, online courses across participating colleges to support accelerated student completion of educational goals.

C. FUNDING

The CVC-OEI is managed by FHDA through funding disbursed by CCCCO as outlined in the Prime Agreement. The CVC-OEI receives ongoing annual funding, awarded in one-year increments, with renewal contingent upon submission of a satisfactory annual progress report, financial reporting, and overall performance as determined by the CCCCO. All of FHDA's and CVC-OEI's obligations stated herein including support services and activities are contingent upon available funding.

D. TERM

This Agreement shall become effective when signed by both parties and shall continue in effect from the date of execution until either party gives written notice of at least 30 days to terminate the Agreement; or until an event causing termination occurs; and/or until this Agreement is superseded.

E. MODIFICATIONS

To successfully accomplish the goals of the CVC Exchange, the Participating College and FHDA/CVC-OEI agree to collaborate in support of program goals and activities as stipulated in *Appendices A-D*. This Agreement including *Appendices* may be updated or modified by FHDA as needed to reflect needed programmatic adjustments or changes in availability of resources. Participating College will be provided with at least 60 days notice of such updates or amendments. Participating College's refusal to accept such updates or modifications shall be an event causing termination of this Agreement.

F. DISPUTE RESOLUTION

Any dispute between the parties regarding their respective rights and obligations hereunder shall be to the extent reasonably possible resolved through compromise and/or non-binding mediation. To the extent reasonable and good faith discussions fail to resolve disputes, the parties agree to binding arbitration of such matters pursuant to California Code of Civil Procedure section 1280-1294.4, with the non-prevailing party responsible for the arbitrator's fee, but in all other respects with each side bearing its own costs and attorneys fees.

G. INSURANCE, INDEMNITY

Each party will take all necessary steps to maintain customary insurance or authorized self-insurance coverages for its officers, employees and agents working on implementing this Agreement, including, without limitation, coverages for comprehensive general liability and errors and omissions. Failure to maintain such insurance or self-insurance shall be a breach of this Agreement. Notwithstanding any other provision herein, each party agrees to indemnify, hold harmless and defend the other (the "indemnitee") from and against any and all claims, suits, damages and injuries which were caused by the negligence, breach of contract or other culpable misconduct of the officers, employees or agents of the indemnitor arising from its activities hereunder.

The signatures below acknowledge that each party hereto has read and understands and agrees to the terms of this Agreement, in its entirety, including all Appendices, and is authorized to execute this Agreement on behalf of the named education entity.

Name of Community College

By: _____

Dated: _____

CEO/President/Chancellor [signature]

Printed Name

Foothill - De Anza Community College District,
CVC-OEI

By: _____

Dated: _____

Jory Hadsell, Executive Director, CVC-OEI [signature]

By: _____

Dated: _____

*Joseph Moreau, Vice Chancellor of Technology, FHDA,
Executive Sponsor, CVC-OEI [signature]*

Appendix A: Consortium Participation Requirements

Participating College commits to the following in order to effectively remain in good standing as a CVC-OEI Consortium Member:

1. General Provisions

- a. Adhere to *Appendix A: Consortium Participation Requirements*, *Appendix B: Support for Participating College*, and *Appendix C: Consortium Reciprocity Agreement*.
- b. Utilize the Common Course Management System (CCMS), fully funded by the CVC-OEI, as the College's sole course management system.
- c. Participate in the CVC Exchange as both Home and Teaching College (see *Appendix D* for definitions). Work with the CVC-OEI to complete local implementation of the CVC Exchange no later than June 2023.
- d. Execute a separate California Community College Online Education Initiative (OEI) Federal Financial Aid Consortium Agreement as provided by CVC-OEI. The current agreement is located at <https://cvc.edu/financialaidconsortium/>.
- e. Make available local information technology resources within an identified timeframe for implementation of the CVC Exchange. This includes working with CVC-OEI to provide secure access to data or systems necessary for the cross-enrollment processes as outlined in California Education Code.

2. Course Review & Alignment

- a. Establish a Local Peer Online Course Review (POCR) process certified by CVC-OEI designed to align the College's online courses to the CVC-OEI Course Design Rubric.
- b. Demonstrate substantive quality improvement with a goal of increasing the quality of all online courses by June 2023. Colleges will demonstrate progress toward course quality improvements by meeting incremental benchmarks as provided by CVC-OEI's *Benchmarks for High Quality, Inclusive Learning* leading to alignment of at least 20% of online courses or sections within two (2) academic years of establishing a local POCR process.
- c. Provide training for College faculty, in cooperation with CVC-OEI, in a Local POCR process utilizing the CVC-OEI Course Design Rubric.
- d. Ensure that courses utilize technology and materials that comply with the accessibility requirements of Section 508 of the Federal Rehabilitation Act of 1973, as described in the CCC Information and Communication Technology and Instructional Material Accessibility Standard.

3. Course Offerings

- a. Incorporate CVC-OEI support services (or equivalents) as outlined in *Appendix B: Support for Participating College*.
- b. Explore developing additional online courses that fill critical gaps as outlined by the CVC-OEI management team.

4. Consortium Activities & College Consortium Teams

- a. Establish a College Consortium Team comprised of the appropriate administrators, faculty, and staff, including a designated Project Lead who will serve as the representative and provide ongoing communication to the College and back to the CVC-OEI management team.
- b. Actively participate in CVC-OEI Consortium activities and respond to communications in a timely manner and in accordance with the Consortium Charter.

5. Cessation

- a. College agrees that failure to meet any provisions stated in Sections 1-4, as determined by CVC-OEI, including implementation of the CVC Exchange, may result in termination of this Agreement and loss of benefits outlined in this Agreement and its attached Appendices.
- b. Parties agree that upon cessation of participation in the CVC-OEI Consortium, College is no longer eligible to receive Consortium-level, CVC-OEI funded resources, as indicated in *Appendix B*. Parties agree that College shall continue to be eligible to receive resources otherwise provided to all California Community Colleges that are not members of the CVC-OEI Consortium. CVC-OEI agrees to work with College to develop a reasonable timeframe for removal of funding for CVC-OEI Consortium-level resources. Such a timeframe developed by CVC-OEI shall not extend later than the end of the fiscal year in which the college ceases participation in the CVC-OEI Consortium.

Appendix B: Support for Participating College

Participating College with a signed Agreement on file will receive free and/or subsidized access to designated CVC-OEI student support technologies and services during the timeframe of this Agreement. *Appendix B* will be updated no later than March 01 of each year, and may include resources such as, but not limited to, online student readiness, online counseling, online tutoring, and online collaboration tools. Free or subsidized access to technologies and services described in *Appendix B* is contingent upon College remaining in good standing as outlined in *Appendix A: Consortium Requirements*.

1. Subsidized Technologies & Services: FY 2020-2021

The following are the resources and tools available to CVC-OEI Consortium Colleges:

Resource	Tool	Availability
Online Tutoring	NetTutor <i>(Current Agreement with Link-Systems, Intl.)</i>	Up to 500 Hours <i>(Per College)</i>
Online Tutoring Platform	Pisces <i>(Current Agreement with Link-Systems, Intl.)</i>	Unlimited Use
Online Counseling Platform	Cranium Cafe <i>(Current Agreement with ConexED)</i>	Unlimited Use <i>(For Student Services)</i>
Online Student Readiness	Quest for Success	Unlimited Use
Online Student Health & Wellness	Wellness Central	Unlimited Use

2. Negotiated Rates for Non-Subsidized Technologies and Services

Consortium Colleges are invited to leverage the Foundation for California Community Colleges (FCCC) or Foothill - De Anza Community College District (FHDA CCD) negotiated rates for non-subsidized technologies or for terms of services that extend beyond the subsidies provided by CVC-OEI.

Information related to FCCC contracts for these services can be found at:

<https://foundationccc.org/CollegeBuys/For-Colleges/Our-Partners/Online-Education-Initiative>

Information related to FHDA CCD contracts for these services can be found at:

<https://cvc.edu/ecosystem/>

Parties may mutually agree to substitute or introduce additional resources, tools, or services based on usage, efficacy data, or operational considerations.

Parties agree that the CVC-OEI management team may determine that any particular resource, tool, or service indicated should be removed or replaced with a different solution with similar or expanded functionality.

Upon consultation with CVC-OEI, College may substitute a comparable resource or service if it is determined that the resource or service meets accessibility, FERPA, and data security requirements.

3. Research and Data

In order to support efforts for closing the online achievement gap, the CVC-OEI may establish partnerships with various research organizations with a goal of gathering data to support program efficacy. As such, Consortium colleges may be invited to participate in selected research projects.

Participation may include but is not limited to allowing CVC-OEI affiliated researchers access to campus and/or district data, as needed, encouraging participation in CVC-OEI focus groups, surveys, as well as closed beta testing of select student support technology tools and data analytics projects. As required, CVC-OEI will facilitate agreements required to ensure compliance with data security and privacy requirements.

CVC-OEI agrees to provide Participating College with findings from any research conducted under this provision.

4. Additional Benefits

Participating College receives the following additional benefits based on active membership in the CVC-OEI Consortium:

- a. Training and resources to support Colleges in the development of Local POER activities and programs.
- b. Project management support and technical assistance to supplement local technology resources for full implementation of the CVC Exchange.
- c. Participation in meeting(s) of the CVC-OEI Consortium, as specified in the Consortium charter.
- d. One complementary registration per college to the annual Online Teaching Conference.

Appendix C: CVC-OEI Consortium Reciprocity Agreement

CVC Exchange Overview

The CVC Exchange will provide all California Community College students with access to search for online courses and programs via an intuitive course search optimizer and program finder. The program focus includes making cross-enrollment in online course sections available to California Community College students, with support for finding online degree and certificate program pathways, searching for available course sections, automation of cross-enrollment including registering for courses, and accessing online support services.

In keeping with the intent of AB 637 and California Education Code Chapter 9.7 Section 68101, the CVC Exchange will allow Consortium member students (those eligible to utilize online cross-enrollment) the added opportunity to register for online classes and programs offered at a consortium teaching college without having to submit a second CCCApply admission application.

To successfully accomplish the goals of the new CVC Exchange, the Participating College agrees to adhere to the following policies:

1. Online Cross-Enrollment Application and Residency Considerations

- a. In order for Consortium colleges students to benefit from online cross-enrollment, College will participate in electronically sharing all required student record data - to include but not limited to: student application data from the participating Home College's Student Information System (SIS), registration data (e.g., prerequisite info, registration date), matriculation data, student transcript data, student final grade, and add/drop data from the Teaching College.
- b. With regards to residency determination, College will accept the determination of another community college district pursuant to California Education Code Chapter 9.7 Section 68101: "*Cross-Enrollment in Online Education between Campuses of the California Community Colleges.*"
- c. Within the Consortium, the College where a student successfully completes matriculation and attempts to register for CVC Exchange courses shall be considered the student's Home College.

2. Online Cross-Enrollment and Course Registration Considerations

- a. A student is qualified to participate in online cross-enrollment pursuant to California Education Code Chapter 9.7 Section 68101: "*Cross-Enrollment in Online Education between Campuses of the California Community Colleges.*" if he or she is enrolled at a Home College that is part of the CVC-OEI Consortium.
- b. A student shall acknowledge understanding that the CVC Exchange course is being offered by another college ("Teaching College") and agree to CVC Exchange policies/guidelines before the student can register for the online course.

- c. In order to utilize online cross-enrollment, a student must be enrolled in at least one (1) class at a participating Home College.
- d. A student may obtain access to register for a CVC Exchange course through the student's Home College registration system or the CVC registration portal at cvc.edu.
- e. The Teaching College shall accept the Home College designations of priority registration, which must be consistent with Title 5 Section 58108 registration and enrollment procedures. Therefore, students choosing to utilize online cross-enrollment will receive registration dates and/or times based on their priority enrollment status at their Home College.¹
- f. The Home College shall be responsible for verification of matriculation completion (as defined by Title 5 and the Student Success and Support Program) for any student utilizing online cross-enrollment.²
- g. The Home College shall determine whether or not a student has met any identified prerequisites.
- h. A student will not be allowed to register for a CVC Exchange course if he/she has:
 - i. Registered for another course with the same C-ID, IGETC, CSU GE equivalent articulation or during periods with overlapping start and end dates.
 - ii. Been determined by the Home College to fall into one of the following categories:
 - 1. International F1 Visa
 - 2. Address outside of California
 - 3. Incarcerated
 - 4. Vacation or Visitor Visas (B Visas)
 - 5. AB540 with out of state addresses
 - 6. High school dual enrollment
- i. If a seat is available and all other criteria are met, a student registering for a CVC Exchange course shall receive preliminary acknowledgment of successful registration and notification of next steps including fees to be paid and applicable institutional policy and regulations related to grading, enrollment, drop, and withdrawal.

¹ Not part of current CVC Exchange functionality

² Not part of current CVC Exchange functionality

- j. From a student's perspective, the Teaching College is responsible for providing information and responding to inquiries associated with its courses once the student is registered in that class. All other information and inquiries arising from participation in online cross-enrollment are the responsibility of the Home College.
- k. For students registering for CVC Exchange courses through online cross-enrollment, the Teaching College shall waive any non-essential campus-specific fees or provide the opportunity for students to opt out of local non-tuition related fees of the Teaching College.
 - i. The Add/Drop/Withdrawal deadline for a CVC Exchange course is determined by the Teaching College offering the course.
 - ii. Attempted and completed CVC Exchange courses registered for via online cross-enrollment will be designated as transferred and articulated courses in the student's academic history at the Home College.
 - iii. Requirements for certificates and degrees to be awarded shall be determined by the Home College.
 - iv. Completed and attempted CVC Exchange course(s) utilizing online cross-enrollment will be reflected on the student transcript at the Teaching College within a timeframe deemed reasonable by the participating Teaching College. The Home College's student academic history shall also be updated within a timeframe deemed reasonable by the participating Home College.

3. Accessibility and Disabled Student Programs and Services Considerations

- a. The Teaching College and Home College Disabled Student Programs and Services ("DSPS") offices will collaborate to ensure that students utilizing online cross-enrollment will receive appropriate DSPS services.
- b. The Teaching College will accept the Home College's classification of DSPS pursuant to Title 5, Section 56006 if the student chooses to provide informed consent which will allow a Teaching College access to the student's Home College's DSPS classification determination.
- c. The Teaching College shall be responsible for notifying the course instructor regarding the necessary accommodations.
- d. The Home College will provide any qualified student with on-campus student support services, and accommodations as described in the required Academic Accommodations Plan (AAP) identified in Title 5 Section 56022.
- e. The Teaching College will provide qualified in-class academic accommodation for CVC Exchange courses being taught by the Teaching College as described in the Academic Accommodations Plan (AAP).

4. Financial Aid Considerations

- a. All Consortium colleges will participate in a Federal Financial Aid Consortium Agreement. Under such agreement, the Home College shall be responsible for including CVC Exchange course units in its determination of financial aid, and for any associated processing and financial aid distributions. The Consortium member Home College reserves the right to exclude CVC Exchange course units from the determination of Financial Aid should there be a conflict with Title IV Federal requirements.
- b. To be considered eligible, students requesting the combining of units under the Federal Financial Aid Consortium Agreement must be enrolled in at least six (6) semester units or the equivalent quarter units at the participating Home College.
- c. The Teaching College shall honor the Home College's California Promise Grant (formerly Board of Governors Fee Waiver) eligibility determination. If loss of the California Promise Grant waiver occurs at the Home College or within the Home College's District, a separate determination of eligibility for the California Promise Grant will be made by the Teaching College.
- d. Teaching College agrees to a waiver or opt-out option of duplicate non-tuition fees such as health fee and other campus-based fees as fits local policy. With regards to non-tuition fees, the Teaching College agrees to abide by the rules of the CVC Exchange in accordance with Education Code.
- e. Teaching College will share post-registration data regarding census attendance, number of enrolled units, withdrawals, drops, and grades to Home College in order to ensure that financial aid requirements are up to date.
- f. The Consortium Home College is responsible for reflecting students' CVC Exchange progress in the Satisfactory Academic Progress report (SAP).

5. Reconciliation

- a. The CVC-OEI shall provide assistance to the Participating College to determine how and in what timeframe its local data is synchronized with the CVC Exchange and/or other associated databases.
- b. Collection of Teaching College CVC Exchange course enrollment fees and issuing any refunds is the responsibility of the Teaching College.
- c. Home College is responsible for any applicable student financial aid processing for the combined enrolled units.
- d. Home College shall be responsible for determining financial aid eligibility.
- e. Home College shall receive credit for degree completion and/or transfer attainment.

- f. Teaching College shall receive apportionment for CVC Exchange course enrollment.
- g. Third party (including student) claims shall be the responsibility of the District which employs the instructor, administrator, or other employee alleged to have caused the injury or loss.
- h. The initial implementation of the CVC Exchange may require some manual processes to perform reconciliations between colleges.

Appendix D: Glossary of Terms

California Virtual Campus - Online Education Initiative (CVC-OEI):

A statewide initiative, funded by the CCC Chancellor's Office, that provides support to online teaching and learning programs and coordinates online infrastructure, resources, and services available to the entire CCC system. Resources include the CCMS and other components such as student resources, faculty resources, other technology resources, and research and policy documentation.

College Consortium Team:

A Consortium College workgroup that work together to deploy, communicate, and publicize the components of the CVC-OEI program according to the Agreement and operational considerations.

Common Course Management System (CCMS):

The CCMS is the common learning management platform provided by the CVC-OEI. At this time, the CCMS is Canvas.

CVC Exchange:

The two-phase CVC Exchange facilitates students registering for online courses at CCCs throughout the state. It reduces and/or eliminates barriers and duplication in the application and matriculation processes and automates associated business processes. Additionally, it facilitates timely program completion by enabling students to enroll in courses critical to completing their educational goals, that are not readily available at their Home College

Phase One: Course Finder:

Phase One of the CVC Exchange allows students to search for online classes currently offered at a CCC. It is the foundational portion of the CVC Exchange.

Phase Two: Cross Enrollment

Phase Two of the CVC Exchange allows students to search and enroll in classes offered at a CCC other than their Home College. Important student data, payment information, and credit transfer are all automated as part of cross enrollment.

CVC-OEI Consortium:

A consortium of California Community Colleges with a mission to expand the delivery of courses through technology pursuant to Schedule 26 and Provision 42 of Item 6870-101-0001 of Section 2.00 of the Budget Act of 2013 (Chapter 20 of the Statutes of 2013).

Home College:

The CCC at which a student is matriculated. Courses offered by a Teaching College are available to students from a Home College using cross-enrollment through the CVC Exchange.

Project Lead:

A designee or designees of the Participating College who chairs the College Consortium Team and serves as primary liaison between the CVC-OEI and the College. The Project Lead assists the CVC-OEI in communicating and coordinating the project efforts at the College.

Rubric-Aligned Courses:

Online courses that have been submitted by Participating College faculty for peer review, instructional design and accessibility support. The course review assesses alignment with the CVC-OEI Course Design Rubric for design and accessibility. The CVC-OEI Director of Professional Development oversees the review process and manages the standards impacting when courses are sufficiently aligned and can be badged accordingly.

Teaching College:

The CCC to which a student seeks access. Students from a Home College may use online cross-enrollment through the CVC Exchange to gain access to course(s) at a Teaching College.