

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 CCCCCO 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 CCCCCO. 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 day 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 attorney's 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*.
- 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 receives access to system-wide technologies funded by the California Community Colleges Chancellor's Office (CCCCO) and CVC-OEI. Appendix B will be updated with references to technology availability and/or subsidies as soon as possible in the event of changes to subsidized products or funding.

1. Access to Subsidized Technologies & Services: January 01, 2021 to June 30, 2021

Consortium colleges have access to system-wide technologies and services identified in the CCCCCO Memo DII 20-03, released November 02, 2020, with additional details available at <https://cvc.edu/expanded-student-support-ecosystem-services/>.

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.

Information related to FCCC contracts for these services can be found at:
<https://spark.adobe.com/page/TavBbJcbYLjGi/>

Information related to FHDA CCD contracts for these services can be found at:
<https://cvc.edu/expanded-student-support-ecosystem-services/>

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 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.

To successfully accomplish the goals of the CVC-OEI and support the new CVC Exchange, the Participating College agrees to an operational exchange of data between additional Participating Colleges as needed to support student transaction processing. An *Operating Level Agreement* is incorporated to establish the principles by which data is exchanged to facilitate the necessary operations of the CVC-OEI and to do so securely and with sufficient provisions to protect student privacy and in accordance with governing policies. These principles are incorporated as *Exhibit 1* and can be accessed at <https://cvc.edu/operatinglevelagreement/>.

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 POCR 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

A *Consortium Reciprocity Agreement* ensures that students using the CVC Exchange receive equitable access and provides a basis for reciprocal business procedures and outcomes between Participating Colleges.

In keeping with the intent of AB 637 and California Education Code Chapter 9.7 Section 68101, the CVC Exchange will allow Home College students (those eligible to utilize online cross-enrollment) the opportunity to register for online classes and programs offered at a Consortium Teaching College without having to submit a second CCCApply admission application. Students completing courses through cross-enrollment may authorize transfer of their data between participating institutions to facilitate cross-enrollment activity. Upon completing cross-enrolled coursework, completion information will be routed from a student's Teaching College to their Home College via e-Transcript.

To successfully accomplish the goals of the new CVC Exchange, the Participating College agrees to adhere to the shared business processes and reciprocity policies. These policies can be found at <https://cvc.edu/consortiumreciprocityagreement/> and may be updated periodically by CVC-OEI to address changes in program requirements. Sufficient notice will be provided to Consortium colleges regarding updates or other changes.

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 or Student-Centered 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. Colleges do not need to be members of this consortium in order to function as a student's Home College for purposes of cross-enrollment.

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.