

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 CCCCCO 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 CCCCCO 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 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 "indemnatee") 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: _____
CEO/President/Chancellor *[signature]*

Dated: _____

Printed name

Foothill DeAnza Community College District,
CVC-OEI

By: _____
Jory A. Hadsell, CVC-OEI Executive Director [signature]

Dated: _____

By: _____
Joseph Moreau, Vice Chancellor, FHDA, CVC-OEI Executive Sponsor [signature]

Dated: _____

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. Commit and 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. Commit to participating in the CVC Exchange as both Home and Teaching College (see *Appendix D* for definitions). Work with the CVC-OEI to continue to develop, test, and expand the CVC Exchange.
- d. Execute a separate California Community College Online Education Initiative (OEI) Consortium Federal Financial Aid Consortium as provided by CVC-OEI. The current agreement is located at <http://ccconlineed.org/financialaidconsortium/>.
- e. Provide local information technology support for implementation of technology integrations required to populate the CVC Exchange and to facilitate cross-enrollment. This includes working with CVC-OEI to provide secure access to data or systems necessary for the effective implementation of the CVC Exchange cross-enrollment processes as outlined in California Education Code.

2. Course Offerings

- a. Commit to achieving, within two (2) academic years, an initial target of aligning at least 20% of the College's existing annual online section inventory to the OEI Course Design Rubric using the CVC-OEI Peer Online Course Review process.
- b. These offerings shall, as pedagogically appropriate, incorporate CVC-OEI technologies and support services (or equivalents) as outlined in *Appendix B: Support for Participating College*, including:
 - 1) Course(s) must have been taught by the instructor submitting the course for review for at least one full term in the CCMS.
 - 2) Course(s) must have the appropriate C-ID, IGETC, CSU GE Breadth designation as specified by the CVC-OEI with the advisement of the Advisory Committee and the Consortium or fill other critical gaps as outlined by the CVC-OEI management team.

- 3) Include access to Online Student Readiness (with diagnostic), online counseling, and online tutoring services.
 - 4) Offer CVC-OEI subsidized online proctoring or an equivalent service if the course requires proctoring.
 - 5) Participating College will ensure that courses submitted for review 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.
- c. College agrees, in cooperation with CVC-OEI, to provide training for College faculty in a localized Peer Online Course Review process utilizing the OEI Course Design Rubric or its equivalent.

3. Consortium Activities and Implementation Teams

- a. Establish a College Implementation Team comprised of the appropriate administrators, faculty, and staff, including a designated Project Leader who will serve as the representative and provide ongoing communication to the College. The Implementation Team must commit to meeting on a regular basis. CVC-OEI will provide the Participating College with a document suggesting a crosswalk for college functional roles of Implementation Team members.
- b. Actively participate in Consortium activities and meetings in accordance with the Consortium Charter.

4. Cessation

- a. College agrees that failure to make a good faith effort to prepare and provide the CVC Exchange with courses aligned to the OEI Course Design Rubric shall be an event which may cause 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, OEI-funded resources, as indicated in *Appendix B*. Parties agree that College shall continue to be eligible to receive resources otherwise provided to all CCCs 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 1 of each year, and may include resources such as, but not limited to, online student readiness, online counseling, online tutoring, and authentication tools. Free or subsidized access to technologies and services described in *Appendix B* is contingent upon College remaining in good standing through continued good faith efforts to fulfill requirements outlined in *Appendix A: Consortium Requirements*.

1. Subsidized Technologies and Services: 2018-19

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

Tool	Usage	Cost
Quest-SmarterMeasure Program	Quest Student Readiness for Online Learning by OEI, including the SmarterMeasure student diagnostic by SmarterServices, Inc.	No cost; unlimited use across the campus both in the CCMS and in orientation activities
NetTutor	Online tutoring service, provided by Link-Systems, International	Up to 500 hours funded by CVC-OEI; additional hours may be purchased by College (2018-19 negotiated rate of cost \$23.50/hour, charged by actual usage, minutes never expire.)
WorldWideWhiteboard	Collaboration and Tutoring tool provided by Link-Systems, International	No cost, unlimited use
Cranium Café by ConexED	ConexED is an ADA and FERPA compliant software platform that creates the in-office experience for off-campus Students	No cost to College for use of the platform for online counseling and student services; CVC-OEI negotiated buy-in pricing available for other usages (e.g., office hours, instructional departments, tutoring , etc.)
Proctorio Online Proctoring Service	Online proctoring service: Proctorio by Proctorio, Inc.	No cost, unlimited use in all online and hybrid courses.
NameCoach	Student name pronunciation and gender identification tool	No cost, unlimited use

Contracts for these services can be found at <https://foundationccc.org/CollegeBuys/For-Colleges/Our-Partners/Online-Education-Initiative>

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 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 upon mutual agreement.

2. 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 access to comprehensive reporting and data, as appropriate, to inform effective student success strategies for closing the online achievement gap as well as improve overall online student completion rates.

3. Additional Benefits

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

- a. Support for Peer Online Course Review and course alignment with the OEI Course Design Rubric includes training, instructional design support, and accessibility assistance.
- b. Training and resources to support colleges in the development of local Peer Online Course Review activities and programs.
- c. Technical assistance provided as applicable, in conjunction with local technology support, for full implementation of technology integrations required to populate the CVC Exchange and to facilitate cross-enrollment.
- d. Participation in online and face-to-face meetings of the Consortium, as specified in the Consortium charter, with travel reimbursement as applicable.
- e. One complimentary 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 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 Online Education Initiative 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.
- 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.
- 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:
 - 1) Registered for another course with the same C-ID, IGETC, CSU GE equivalent articulation or during periods with overlapping start and end dates.
 - 2) Been determined by the Home College to fall into one of the following categories:
 - a) International F1 Visa
 - b) Address outside of California
 - c) Incarcerated
 - d) Vacation or Visitor Visas (B Visas)
 - e) AB540 with out of state addresses
 - f) 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.

- 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.
 - 1) The Add/Drop/Withdrawal deadline for a CVC Exchange course is determined by the Teaching College offering the course.
 - 2) Attempted and completed CVC Exchange courses registered for via online cross-enrollment will appear as transferred and articulated courses in the student’s academic history at the Home College.
 - 3) Requirements for certificates and degrees to be awarded shall be determined by the Home College.
 - 4) 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):

The CCC initiative, funded by the CCC Chancellor's Office, that provides support to college 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.

CCMS (or Common Course Management System):

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

CVC Exchange (or Course Exchange):

The component of the CVC-OEI that facilitates students registering for online courses. This component of the CVC-OEI aims to reduce and/or eliminate barriers and duplication in the application and matriculation processes and automates associated business processes. The CVC Exchange is intended to facilitate the timely completion of educational goals that students establish at their Home Colleges by enabling students to enroll in courses critical to completing their educational goals, that are not readily available at their Home College.

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 campus of the California Community Colleges 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.

Implementation Team:

The committee/workgroup at a Consortium College that will work together to deploy the components of the CVC-OEI program according to the Agreement and operational considerations.

Project Leader:

A designee or designees of the Participating College who chairs the College Implementation Team and serves as primary liaison between with the CVC-OEI. The Project Leader 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 OEI Course Design Rubric for design and accessibility. The CVC-OEI Chief Professional Development Officer oversees the review process and manages the standards impacting when courses are sufficiently aligned and can be badged accordingly.

Teaching College:

The campus of the California Community Colleges 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.

The Academic Senate of Diablo Valley College
Resolution to Reaffirm Commitment to Academic Freedom
August 22, 2018

Whereas, in accordance with the American Association of University Professors, Academic Freedom is the central principle of governance for all institutions of higher education (AAUP, 1940 Statement on Academic Freedom);

Whereas, the Academic Senate for California Community Colleges has a long history of defending the practice of academic freedom for faculty and other constituencies on its campuses (13.01, spring 2002);

Whereas, the Contra Costa Community College District Governing Board (CCCCD) has affirmed faculty's academic freedom (Board Policy 2018);

Whereas, the CCCCDD Governing Board has affirmed the college and District responsibility to defend its students from actions that might deny them equitable access to their education (Resolution S1);

Whereas, politically motivated attacks on the expertise of professors across the nation and against CCCCDD faculty have increased with the intent of stifling critical dialogue on teaching and learning;

Whereas, faculty and students engaged in pedagogical matters of race, class, gender, LGBTQ+ studies have become particular targets of groups, individuals, donors and legislators, some with political motivations, negatively impacting the teaching and learning of both faculty and students from marginalized populations;

Whereas, at Diablo Valley College, faculty, staff and administration have been and are currently targets of these groups;

Whereas, coordinated assaults on the integrity of intellectual production of knowledge and teaching will continue to increase if colleges and universities do not defend academic freedom;

Resolved, that the Academic Senate of Diablo Valley College denounces attempts by any external political groups or individuals, donors or lobbyists to influence our college administration, the CCCCDD Governing Board, or any legislative member or body to limit the expertise, pedagogy and academic freedom of our faculty; and

Resolved, that the Academic Senate of Diablo Valley College reaffirms our commitment to and support of Academic Freedom, and will promote and endorse campus-wide dialog and education regarding this critical principle.