

## **Board of Trustees Agenda Item**

**Board Meeting Date:** 01/04/10

**Title of Item:** MOU with Palo Alto University

### **Background and Analysis:**

This is a memo of understanding between Foothill-De Anza Community College District, for the California Community Colleges CTE Collaborative Project SB70 Grant # 08-149-420, and Palo Alto University (PAU) one of the grant partners.

As a grant participant and partner, PAU will develop and implement course articulation for career pathways in business psychology, in targeted sectors at partner high schools and Foothill students in coordination with the Foothill Entrepreneurial Center. Additionally PAU will conduct outreach, recruitment and marketing activities aimed at Foothill students to generate enrollment and participation in the PAU Business Psychology program. (See Appendix A of MOU for details)

PAU shall receive a subcontract of \$25,000 for reimbursement for costs affiliated with completing the scope of the work prescribed in the CTE Collaborative Project SB70 Grant # 08-149-420. Two scheduled grant payments of \$12,500 will be made at the signing of the MOU and the completion of the project no later than June 30, 2010.

Note: Should there be any State budget reductions to the SB70 Grant # 08-149-420 during the grant period, subcontractors reimbursements will be reduced accordingly.

**Recommendation:** (specify if information only)  
Foothill administration recommends approval of this MOU.

Submitted by:	Denise Swett, Associate Vice President, x6952
Additional contact names:	Judy Miner, President, x7201
Is backup provided?	MOU & Exhibit A



## **MEMORANDUM OF UNDERSTANDING (MOU)**

### **Palo Alto University Partner Agreement**

**1. MASTER CONTRACT INFORMATION**

Foothill-De Anza Community College District 2009-2010 California Community Colleges CTE Collaborative Project SB70 Grant # 08-140-420.

**2. PARTNERS**

Foothill-De Anza Community College District, hereinafter referred to as Foothill-De Anza CCD, whose address is 12345 El Monte Road, Los Altos Hills, CA 94022 and Palo Alto University, (PAU), 791 Arastradero Road, Palo Alto, CA 94304 mutually agree to fulfill the following:

**3. AGREEMENT**

PAU shall participate in the grant as specified in Exhibit A, which outlines their work to establish career pathways in targeted sectors from the partner high schools to Foothill, and then a second tier from the Business pathway at Foothill to a 4-year university, PAU, to complete a 2+2+2 career path structure.

**4. TERM**

This Agreement commences on July 1, 2009 and terminates June 30, 2010.

**5. SUBCONTRACT AMOUNT**

For the CTE Collaborative Project SB70 Grant # 08-140-420, PAU shall receive a subcontract of \$25,000 for completion of their agreed participation as per Exhibit A. Should there be any State budget reductions to the SB70 Grant # 08-140-420 during the active grant period, subcontractors reimbursements will be reduced proportionally.

**6. TERMINATION**

This Agreement shall terminate upon the completion by PAU of their participation agreement (Exhibit A) or by June 30, 2010, whichever occurs first, unless the grant period is extended. This Agreement may be terminated by either partner with a 30-day written notice. Foothill-De Anza CCD will reimburse PAU for the activities completed by the time of the termination. The Agreement may also be cancelled immediately by mutual written consent.

**7. SUBCONTRACT BILLING AND PAYMENT SCHEDULE**

The subcontract for \$25,000 shall be paid to PAU upon the submission of invoices to Foothill-De Anza CCD. PAU shall submit invoices bi-quarterly, for a maximum of two (2) invoices for the period of July 2009 to June 2010, according the following schedule:

First invoice submitted upon signing of this MOU.

Second invoice submitted not later than June 1, 2010.

PAU shall supply reports and supporting documentation as per the timeline in Exhibit A in order to be eligible for reimbursement.

8. INDEPENDENT CONTRACTOR STATUS

This Agreement is between two independent agencies and is not intended to create the relationship of agent, servant, employee, partnership, joint venture, or association.

9. NON-DISCRIMINATION

Neither party to this Agreement shall, on the basis of ethnic group identification, religion, age, sex, color, or physical or mental disability unlawfully deny any person the benefits of or unlawfully subject any person to discrimination under the program conducted pursuant to this subcontract. Both parties agree to act in accordance with the provisions of Title VI of the 1964 Civil Rights Act, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1972, and the Americans with Disabilities Act of 1990.

10. INDEMNIFICATION

PAU shall defend, indemnify and hold harmless Foothill-De Anza CCD against all claims, demands, actions, costs (including attorney's fees) or liability arising from or related to the negligence, willful misconduct, or omission of PAU in connection with or arising from or out of the performance of this Agreement.

Foothill-De Anza CCD shall defend, indemnify and hold harmless PAU against all claims, demands, actions, costs (including attorney's fees) or liability arising from or related to the negligence, willful misconduct, or omission of Foothill-De Anza CCD in connection with or arising from or out of the performance of this Agreement.

TAX REPORTING/PAYMENT RESPONSIBILITIES

PAU understands and agrees that its employees are not employees of Foothill-De Anza CCD and are not entitled to benefits of any kind that may be provided to employees of Foothill-De Anza CCD. PAU shall assume full responsibility for payment of all Federal, State, and local taxes and mandatory employer contributions with respect to its employees.

11. SIGNATURES

These signatures attest the parties' agreement hereto:

\_\_\_\_\_  
Dr. Helena Ting, Palo Alto University

\_\_\_\_\_  
Date

\_\_\_\_\_  
Andy Dunn, Foothill-De Anza Community College District  
Vice Chancellor of Business Services

\_\_\_\_\_  
Date

## **Exhibit A**

### **FOOTHILL COLLEGE MIDDLEFIELD CAMPUS Grant #08-140-420**

**Grant Partner:** Palo Alto University (PAU)

**Contact:** Helena Ting

**Allocation:** \$25,000 from grant # 08-140-420

**Date:** November 20, 2009

#### **PAU Participation:**

1. Establish career pathways in business, in targeted sectors at partner high schools in coordination with the Foothill Entrepreneurial Center.
  - a. Provide career pathway information for high school students in Business Psychology
  - b. Provide career pathway information for Foothill students in Business Psychology for transferring to PAU
  - c. Provide career information for students interested in entering the business psychology field
2. Provide outreach, recruitment and marketing activities aimed at Foothill students to generate enrollment in the PAU Business Psychology program.
3. Provide quarterly overview of programs and services sponsored by PAU that support opportunities for middle school, high school and community college students to learn about career pathways in Business Psychology.

#### **Timelines:**

1. Submit a brief outline of PAU's work plan and calendar by January 15, 2010 for completing tasks #1-#3.
2. Submit a quarterly report of PAU activities, programs and services: Jan 15, 2010, April 15, 2010 and July 15, 2010.
3. Submit a final report outlining career pathways established, activities, articulation and evaluation of efforts and future plans to continue the work by July 15, 2010.

#### **Payment:**

1. \$12,500 to be billed to FHDACCD when MOU is signed
2. \$12,500 to be billed to FHDACCD June 1, 2010.