

AGREEMENT BETWEEN

VENTURA COLLEGE AND THE UNIVERSITY OF SOUTHERN CALIFORNIA

This agreement ("Agreement") is entered into this _____ day of _____, 2013 by and between THE UNIVERSITY OF SOUTHERN CALIFORNIA-CENTER FOR URBAN EDUCATION ("University") and Ventura College ("Sponsor"), "University and "Sponsor" will collectively be referred to as the Parties and agree as follows:

1. SCOPE OF WORK

The work to be performed by University under this Agreement shall be in accordance with the proposal and timeline, attached hereto as **Exhibits A and B**, and made a part hereof. Upon mutual agreement, the parties may in writing amend this agreement to expand the scope of the services and to increase the contract amount. Dr. Estela M. Bensimon will be the University's Program Director and shall be responsible for the direction of all effort hereunder in accordance with applicable University policies.

2. MATERIALS (Materials to be provided in Rendering Services)

2.1 Materials to be provided by University under this Agreement are attached as **Exhibit C**.

2.2 Title and all ownership in all aspects of the Materials, including without limitation, ownership of copyright rights of the Materials and proprietary rights in any software associated therewith, and any derivative works thereof, belong to and shall remain the exclusive property of University. All updates, modifications, and improvements of the Materials are and shall be considered property of University, and Sponsor hereby assigns any rights it may acquire therein to University, regardless of whether or not any such updates, modifications, improvements or derivative works are authored, created, or developed, in whole or in part, by Sponsor or any of its employees, contractors, or affiliates.

3. LIMITED LICENSE FOR THE MATERIALS

3.1 Subject to the terms of this Agreement, University hereby grants to Sponsor a non-transferable, non-exclusive license to use the Materials provided by University, and all revisions and derivative works of the Materials, for the exclusive purpose of accomplishing the scope of work described above in section 1.

3.2 Sponsor shall give attribution to USC and its Center for Urban Education in all written, digital, PowerPoint and/or oral presentations produced regarding the EQUITY SCORECARD™ and the BESST™. An example of such attribution is as follows:
"Center for Urban Education. (2013). The CUE Equity Scorecard™ and/or Benchmarking Equity and Student Success Tool™, University of Southern California, Los Angeles."

3.3 In all output reports from the EQUITY SCORECARD™, referred to as “EQUITY SCORECARDS” and/or BENCHMARKING EQUITY AND STUDENT SUCCESS TOOL™ (BESST) made from the provided materials and templates, Sponsor shall give attribution to USC and its Center for Urban Education for the development of the EQUITY SCORECARDS and the BESSTs.

4. PERIOD OF PERFORMANCE

The period of performance of this Agreement will be one year and one month effective from August 1, 2013 through August 31, 2014, unless extended by mutual written agreement.

5. TOTAL ESTIMATED COST

The total cost to the Sponsor for performance of this Agreement will not exceed \$90,000 over the effective period of performance. If at any time University has reason to believe that the cost of the program will be greater than estimated, University shall notify Sponsor in writing to that effect, giving a revised budget of the cost to complete the Program. Sponsor will not be obligated to reimburse University for the costs incurred in excess of the amount referenced above unless and until Sponsor has notified University in writing that additional funds will be provided.

6. PAYMENT AND BILLING

The payment schedule is as follows:

Due at end of each month August 2013 through July 2014:	\$6,900.00
Due at end of August 2014:	\$7,200.00

The Sponsor shall make payment to the University upon receipt of the University's properly completed invoice. The Sponsor will not be obligated to pay any invoice where total payments would result in a cumulative payment in excess of the limitations imposed by Article 5. University shall submit invoices monthly:

In triplicate (an original and two copies); Referencing the agreement number; and,

Addressed to: Ventura College
c/o William Hart
4667 Telegraph Road
Ventura, CA 93003

Send Payment to: Maricela Rodriguez, Budget Business Analyst
Center for Urban Education
USC Rossier School of Education
Waite Phillips Hall, Suite 702
3470 Trousdale Parkway
Los Angeles, CA 90089-4037

Checks Payable to: University of Southern California-Center for Urban Education

7. ADVERTISING AND PUBLICITY

The University may use the name of the Sponsor, either expressly or by implication, in any advertisement, press release or publicity but may not use the data of the Sponsor without the expressed written approval.

8. INDEMNIFICATION

Each party shall defend, indemnify and hold the other, including its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages are not caused by or result from the negligent acts or omission of the other, including its offices, agents or employees.

University shall secure and maintain comprehensive general liability insurance or self-insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts. A certificate of insurance must be provided that includes thirty (30) days notice of cancellation, modification, or reduction in said insurance. University shall name the Sponsor as an additional insured. University shall deliver certificate(s) of insurance under Clinical Facility's comprehensive general liability insurance policy on or before the date of execution of this agreement. University shall provide District with thirty (30) days written notice prior to cancellation, or reduction in said insurance. University shall provide worker's compensation coverage for each of its employees. University shall keep and maintain their premises in a safe and clean manner.

9. NOTICE

Whenever any notice is to be given hereunder, it will be in writing and will be deemed received, if delivered by courier on a business day, on the day delivered, or on the second business day following mailing, if sent by first-class or registered mail, postage prepaid, to the following address:

University: University of Southern California
ATTN: Maricela Rodriguez
Waite Phillips Hall, Suite 702
3470 Trousdale Parkway
Los Angeles, CA 90089-4037

Sponsor: Ventura College
ATTN: William Hart
4667 Telegraph Road
Ventura, CA 93003

Copies of all notices sent to: Bryan Fahnestock
Vice Chancellor, Business and Administrative Services
Ventura Community College District
255 West Stanley Avenue Suite 150
Ventura, CA 93001

10. TERMINATION

University or Sponsor may terminate this Agreement upon giving thirty (30) days prior written notice to the other party. Upon receipt of such notice of termination, University shall exert its reasonable efforts to limit or terminate any outstanding financial commitments for which Sponsor is to be liable. Sponsor shall reimburse University for all costs incurred by it for the Program through the date of termination, including without limitation, all un-cancellable obligations. However, Sponsor will not be liable for any costs that cumulatively exceed the amount referenced in Article 5.

11. APPLICABLE LAW

The laws of the State of California will govern this Agreement.

12. ENTIRE AGREEMENT

This Agreement represents the entire understanding of the Parties with respect to the subject matter. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

UNIVERSITY OF SOUTHERN CALIFORNIA

VENTURA COLLEGE

Bryan Fahnestock

Title: _____

Title: Vice Chancellor, Business and
Administrative Services

Date: _____

Date: _____

Exhibit A – VENTURA COLLEGE AND THE UNIVERSITY OF SOUTHERN CALIFORNIA

Phases	Purpose	Activities	Deliverables CUE	Ventura Responsibilities
<p>Laying the Groundwork: Includes formal presentations and informal meetings or strategy sessions</p>	<ul style="list-style-type: none"> • Ventura becomes more familiar with CUE’s theory of change and rationale for involving faculty members and others in action research to examine equity issues 	<ul style="list-style-type: none"> • Keynote presentation to faculty at Flex Week • Meet with the Ventura College President • Host an introductory lunch with Leadership Team • Meet with Institutional Research Team • Meet with Dean of Math and Science 	<ul style="list-style-type: none"> • Draft of data collection templates • Keynote address • Agenda and facilitation of all meetings 	<ul style="list-style-type: none"> • Identify Leadership Team • Schedule lunch and meetings for that day • Participate in activities
<p>Defining the Problem: Identify equity gaps in educational outcomes using CUE’s tools</p>	<ul style="list-style-type: none"> • Opportunity for Leadership Team to use CUE tools to review data disaggregated by race and ethnicity; identify where underrepresented students can be better supported • Equity goals set by Leadership Team 	<ul style="list-style-type: none"> • Guide the Leadership Team to review data portfolio • Teach Leadership Team how to use BESST to set goals to improve student outcomes in specific areas • Facilitate Leadership Team in activity to identify focal effort and set equity goals 	<ul style="list-style-type: none"> • Data Portfolio • Populated BESST • Vital Signs • Facilitated one-day Institute for Leadership Team 	<ul style="list-style-type: none"> • Populated CUE data templates • Participate in activities • Identify focal effort and set equity goals
<p>Assessing Interventions: Inquire into instructional and academic support practices around identified focus areas and gaps</p>	<ul style="list-style-type: none"> • Collect qualitative data using CUE’s inquiry protocols to contextualize student experiences at key academic milestones 	<ul style="list-style-type: none"> • CUE leads two subcommittees through collaborative inquiry process • Use CUE protocols/ campus self- assessment inventories to conduct and report on document analyses, observations, and interviews 	<ul style="list-style-type: none"> • Training for subcommittees on CUE tools • Conduct inquiry activities using CUE protocols/ campus self- assessment inventories • Data Collection • Interpretation of data findings meetings • Documentation of inquiry activities 	<ul style="list-style-type: none"> • Identify 2-4 subcommittee members • Participate in activities
<p>Developing Solutions: Make changes based on the results of systemic inquiry, setting goals for improved equity and effectiveness</p>	<ul style="list-style-type: none"> • Make recommendations to the Leadership Team on areas of improvement 	<ul style="list-style-type: none"> • CUE presents results to campus practitioners. Discuss equity, review inquiry activity findings, and develop ideas for implementing solutions • CUE presents results of collaborative inquiry to Leadership Team with recommendations for changes, additional activities, or professional development 	<ul style="list-style-type: none"> • Facilitated one-day Institute for each subcommittee to present findings to campus community • Subcommittee Reports • Equity Scorecard Report • Facilitated one-day Institute for Leadership Team 	<ul style="list-style-type: none"> • Identify participants for the subcommittee institutes • Participate in activities

July 2013

• **Ventura College** project support team will identify and select individuals to participate in a Leadership Team. The **Ventura College** project support team will also tentatively identify 2-4 people to work on Inquiry Subcommittees in collaboration with the **Center for Urban Education (CUE)** during Fall 2013 and Spring 2014.

August 2013

• **CUE** will begin to work with **Ventura College** to present professional development activities and launch a collaborative inquiry project resulting in an Equity Scorecard™ Report. Dr. Bensimon will present a keynote address during the College's Flex Week and meet with the College president. Additionally, **CUE** will conduct three informational meetings as follows: (1) Host an introductory lunch with the previously identified Leadership Team; (2) Meet with the Dean of Math and Science to begin to layout an inquiry process into math barrier courses; and (3) Meet with the Institutional Research team to review institutional data to be collected.

September 2013

• **CUE** will work with **Ventura College's** Institutional Research Team to collect information about barrier courses, transfer successes, student cohort progression, certificate and/or degree completion, and other institutional data. **CUE** will provide data templates to the College for data collection and will then populate a customized data portfolio for the College, including the interactive online Benchmarking Equity and Student Success Tool (BESST) populated with Ventura's academic pathways data as well as Vital Signs. **CUE** will prepare and plan for a Leadership Team institute in October 2013.

October 2013

• **CUE** will conduct a 4-hour workshop for the Leadership Team to set institutional goals for the project. **CUE** will train users in the use of the interactive online Benchmarking Equity and Student Success Tool (BESST) and how to use structured inquiry to address institutional processes that may create impediments to students of color. The Leadership Team will be guided by **CUE** to choose a focal effort for inquiry activities and develop and set equity goals. **CUE** will prepare and plan for subcommittee trainings in November 2013.

November 2013

• **Ventura College** finalizes Subcommittee members.

November 2013

• **CUE** will lead and facilitate meetings of two subcommittees. One committee will focus on Barrier Courses, the other on Transfer Services. **CUE** will meet and train each subcommittee (minimum 4 hours each) on inquiry activities using **CUE** protocols/ campus self-assessment inventories. Examples include the use of observation, interviews, and document analysis as a method for collecting qualitative data on institutional practices, services, and policies.

December 2013

- **CUE** will lead and coordinate each **Ventura College** subcommittee to create a collaborative inquiry plan. The plan will outline the areas of focus, timeline, activities to be conducted, and collection procedures. **Ventura College** committee members will be trained in data collection methods and serve as liaisons between the College and CUE during planning and data collection.

January –March
2014

- **CUE** will conduct and lead on-going campus inquiry activities. Each **Ventura College** subcommittee will use inquiry methods to gain insight into how students experience the institutional offerings. Through the use of **CUE** tools such as observation activities, document analysis, web scans, and interviews, each **Ventura College** subcommittee will better understand how and what the institution communicates to students, how the institution conducts business with students, and what messages are conveyed to underrepresented students.

April 2014

- **CUE** will document findings from inquiry activities. **CUE** will meet with each **Ventura College** subcommittee to interpret data collection results. **CUE** will develop and plan for May 2014 professional development seminars.

May 2014

- **CUE** will plan two professional development institutes for campus practitioners. The seminars will allow additional campus stakeholders to learn about equity, the collaborative inquiry project, and provide opportunities for co-interpretation of the collaborative inquiry findings. **Ventura College** will participate in the seminar and be engaged in a process for developing ideas for implementing solutions.

June – July 2014

- **Ventura College** subcommittees will report any additional inquiry findings to **CUE**. **CUE** will document findings from each subcommittee and develop a report for the college. **CUE** will synthesize findings from each subcommittee and provide an Equity Scorecard Report with recommendations for action steps for the Leadership Team. **CUE** will plan an institute for the **Ventura College** Leadership Team.

August 2014

- **CUE** will conduct a 4-hour institute for the **Ventura College** Leadership Team to review institutional goals, assess findings from the project, and evaluate strategies for implementation of recommendations.

MATERIALS TO BE PROVIDED BY UNIVERSITY

- BENCHMARKING EQUITY AND STUDENT SUCCESS TOOL™
- Vital Signs
- High Impact Practices Workbook
- Assessment Tool – Developing the Capacity of the Institutional Agent
- EQUITY SCORECARD REPORT™
- Campus Self-assessment Inventories Workbook
- Subcommittee Reports

The Center for Urban Education has developed certain materials associated with the EQUITY SCORECARD™ Process and BENCHMARKING EQUITY AND STUDENT SUCCESS TOOL™ and may utilize them in connection with the services in assisting Sponsor.

These materials may include, but are not limited to: Materials on facilitating team learning, as well as developing targeted interventions, setting appropriate goals, creating an action plan, and disseminating findings to the broader campus community;

The materials may also include any information, process, technique, algorithm, program, software, design, drawing, chart, table, formula, test data, note, analysis, compilation, study or other document relating to the EQUITY SCORECARD™ Process and the BENCHMARKING EQUITY AND STUDENT SUCCESS TOOL™ whether in oral, written, graphic or electronic form.