

# College Coordinating Council Library 201

September 10th, 2025 9:30 a.m. – 10:30 a.m.

Type of Meeting: Regular Note Taker: Michele Schottelkorb

Please Review/Bring: Agenda, Minutes

**Committee Members:** 

Hal Huntsman, Academic Senate

Veronica Orozco, ASO,

Pamela Ford, Classified Union

Ashley Hawkins, Confidential/Management/Supervisory/Administrators

Kathryn Mitchell, Deans

Dr. Jason Bowen, Faculty Union

Dr. Jennifer Zellet, CHAIR

Dr. Kathy Bakhit, Vice President of Academic Affairs

Shami Brar, Vice President of Administrative Services

Dr. Lauren Elan-Helsper, Vice President of Human Resources

Dr. Rebecca Farley, Vice President of Equity & Student Achievement Dr.

Idania Padron, Vice President of Student Services

VI. Request for Update on BP 5500	Hal	4 minutes	Table until 9/24/2025			
RETURNING ITEMS:						
I. BP/AP 2015 – Student Trustee	Jennifer	5	Returned from constituent review			
		minutes	since February 26 <sup>th</sup> . CCLC			
			recommendation for revision.			
II. BP/AP 2110- Vacancies on the Board	Jennifer	4	Returned from constituent review			
		minutes	since February 26 <sup>th</sup> . CCLC			
			recommendation for revision.			
III. BP 2330 – Quorum and Voting	Jennifer	4	Returned from constituent review			
		minutes	since February 26 <sup>th</sup> . CCLC			
			recommendation for revision.			
IV. BP 2340 – Agendas	Jennifer	4	Returned from constituent review			
		minutes	since February 26 <sup>th</sup> . CCLC			
			recommendation for revision.			
V. BP/AP 3810 – Claims Against the District	Jennifer	4	Returned from constituent review			
		minutes	since February 26 <sup>th</sup> . Revision due to the			
			elimination of the General Counsel			
			position.			
STANDING ITEMS:						
I. Constituent Reports	All	4				
		minutes				

### POLICIES OUT FOR CONSTITUENT REVIEW:

I. AP 4235 – Credit for Prior Learning – since March 26, 2025

#### **POLICIES IN PROCESS**

- I. BP/AP 3515 Reporting Crimes Lauren
- II. BP/AP 4010 Academic Calendar Kathy
- III. BP/AP 4100 Graduation Requirement Idania
- IV. BP/AP 4400 Community Services Kathy
- V. BP/AP 5500 Standards of Conduct Idania/Jason
- VI. BP/AP 7130 Compensation Shami & Legal
- VII. BP/AP 7800 Emeritus Status (NEW) Jennifer/Hal

**NEXT MEETING DATE: September 24th, 2025** 



# College Coordinating Council Meeting via Zoom - MINUTES

May 21, 2025 9:30 a.m. – 10:30 a.m.

Type of Meeting: Regular Note Taker: Patty McClure

Please Review/Bring: Agenda, Minutes

#### **Committee Members:**

Hal Huntsman, Academic Senate

Veronica Orozco, ASO,

Pamela Ford, Classified Union

Ashley Hawkins, Confidential/Management/Supervisory/Administrators

Kathryn Mitchell, Deans

Dr. Jason Bowen, Faculty Union

Dr. Jennifer Zellet, CHAIR

Dr. Kathy Bakhit, Vice President of Academic Affairs

Shami Brar, Vice President of Administrative Services

Dr. Lauren Elan-Helsper, Vice President of Human Resources

Dr. Rebecca Farley, Vice President of Equity & Student Achievement

Idania Padron, Vice President of Student Services

MINUTES				
Items	Person(s)	Time	Action	
	Responsible			

#### APPROVAL OF AGENDA AND MINUTES & REPORT:

I. Approval of Minutes of March 26, 2025. The minutes were approved as presented. Dr. Jason Bowen Abstained.

#### **CONSENT ITEMS:** Revision of AP 2712 - Conflict of Jennifer 2 There was some discussion regarding Interest Code minutes the revision, and it was suggested to show the markup of the changes and to send it out for constituent review. II. BP/AP 3310 - Record Retention 1 **Jason** shared that he had some concerns Lauren about disciplinary action. Lauren stated minutes that the District is obligated to keep information. Jennifer stated that the item will be pulled, and that legal would be consulted, and it will return to another meeting. Review of BP/AP 4025 - Philosophy 1 There was some discussion regarding III. Kathy minute the highlighted note; per Kathy, it was and Criteria for Associate Degree and General Education an oversight and can be removed. With the revision, it will be sent out for constituent review.

IV. Review of BP 4060 – Delineation of	Kathy	1 minuto	
V. AP 5017 – Responding to Inquiries of	Jennifer	minute 1	It was suggested to put the header on
immigration Status, Citizenship Status,	Jennier	minutes	and to go out for constituent review.
and National Origin Information			
VI. BP/AP 6620 – Naming Recognition	Jennifer	1	There was some discussion about the
Policy		minutes	format, no header or key, and that it
			would be fixed. Jason suggested
			changing the language from the District
			to the Board of Trustees. It was agreed
			to go out for constituent review.
DISCUSSION/ACTION ITEMS:			
I. Proposal to Create a Formal IRB at Antelope	Hal	4	Skipped
Valley College		minutes	
II. AP 2510 Participation in Local Decision Making	Hal	4 minutes	Skipped
III. UMOJA Agreement	Jennifer	4	The President asked everyone to review
ini omostrigicement	Jerminer	minutes	the agreement, and the group asked if
			the changes could be reflected and
			marked up. It was agreed that it would
			go back to the group with the markups.
IV. Discussion Draft Clean-Up of Positions	Jennifer	4	There was some discussion about the
		minutes	timeline of cleanup and that it would be
V Driving On Company	A.II	4	up to the Council to determine.
V. Driving On Campus	All	4 minutes	Ran Out of Time
RETURNING ITEMS:		minutes	
I. BP/AP 2015 – Student Trustee	Jennifer	5	Returned from constituent review
,		minutes	since February 26 <sup>th</sup> . CCLC
			recommendation for revision.
II. BP/AP 2110- Vacancies on the Board	Jennifer	4	Returned from constituent review
		minutes	since February 26 <sup>th</sup> . CCLC
W 22 2222 2 LV V			recommendation for revision.
III. BP 2330 – Quorum and Voting	Jennifer	4	Returned from constituent review since February 26 <sup>th</sup> . CCLC
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IV. BP 2340 – Agendas	Jennifer	4	Returned from constituent review
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	Jennier		
	Jennie.	minutes	since February 26 <sup>th</sup> . CCLC recommendation for revision.
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#### **POLICIES IN PROCESS**

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**NEXT MEETING DATE: May 28, 2025** 



#### AP 7330 Communicable Disease - Employees

#### References:

Education Code Sections 87408;, 87408.6;, and 88021

For successful applicants for all employee positions:

- A medical certificate is required showing that the applicant is free from any communicable disease, including, but not limited to, active tuberculosis, unfitting the applicant to instruct or associate with students.
- The medical certificate shall be submitted by a physician as authorized by code.
- The medical examination is conducted not more than six months before the submission of the certificate and is at the expense of the applicant.
- A contract of employment may be offered to an applicant subject to the submission of the required medical certificate.
- The medical certificate becomes a part of the personnel record of the employee and is open to the employee or his or her his/her/their designee.
- Results of the examination showing the employee was examined and found free from active tuberculosis shall become a part of the personnel record of the employee and filed with the Office of People, Culture, and Talent. Office of Human Resources.
- Failure to comply with the compulsory requirement of the tuberculosis examination may result in the employee being placed on an unpaid leave status until results of the examination have been received.

Also see AP 7336 Certification of Freedom from Tuberculosis

5/8/06

Revised: 1/8/18 Revised: 7/25 **Commented [LE1]:** This is local policy; not CCLC language



#### **BP 7330 Communicable Disease - Employees**

#### References:

Education Code Sections 87408; 87408.6; 88021

All newly hired academic employees shall have on file a medical certificate indicating freedom from communicable diseases unfitting the employee to instruct or associate with students, including tuberculosis. No academic employee shall commence service until such medical certificate has been provided to the District.

All newly hired academic or classified employees must show that within the past 60 days they have submitted to a tuberculosis risk assessment and, if risk factors are present, been examined to determine that they are free from active tuberculosis. If risk factors were present at the tuberculosis risk assessment, and an examination occurs, after the examination the employee shall provide the District with a certificate from the employee's examining physician showing that the employee was examined and found to be free from active tuberculosis.

All employees shall be required to undergo a tuberculosis risk assessment within four years of initial employment, and every four years thereafter, to determine if they are free from tuberculosis.

If the Board determines by resolution that student health would not be jeopardized thereby, the requirements relative to the examination shall not apply to any employee who files an affidavit stating that he/she adheres to the faith or teachings of any well recognized religious sect and in accordance with its creed depends for healing upon prayer in the practice of religion and to the best of his/her knowledge is free from active tuberculosis. If at any time there should be probable cause to believe that the affiant is afflicted with active tuberculosis, he or she may be excluded from service until the governing board of the employing district is satisfied that he or she is not so afflicted.

Cafeteria employees shall be required to submit to an annual tuberculosis examination.

At the discretion of the Board, such examinations shall not apply to classified personnel on a temporary basis (less than one year) whose functions do not require frequent or prolonged contact with students.

See Administrative Procedures #7330

Adopted: 5/8/06

Commented [LE1]: This is currently in local policy but not in CCLC language

Revised: 2/12/18 Revised: 7/25



## AP 7370 Employee Political Activity Political Activity - Employees

#### References:

Education Code Sections 7050 - 7058 et seq.

No restriction shall be placed on the political activities of any employee of the District except as provided in board policy BP 7370 Political Activity and these procedures.

No District funds, services, supplies, or equipment may be used to urge the support or defeat of any ballot measure or candidate, including but not limited to any candidate for election to the governing board. Board of Trustees.

District resources may be used to provide information to the public about the possible effects of a bond issue or other ballot measure if both the following conditions are met:

- The informational activities are otherwise authorized by the Constitution or laws of the State of California; and
- The information provided constitutes a fair and impartial presentation of relevant facts to aid the electorate in reaching an informed judgment regarding the bond issue or ballot measure

Any administrator or board member may appear before a citizens' group that requests the appearance to discuss the reasons why the Board of Trustees called an election to submit to the voters a proposition for the issuance of bonds, and to respond to inquiries from the citizens' group.

An officer or employee of the District may solicit or receive political funds or contributions to promote the support or defeat of a ballot measure that would affect the rate of pay, hours of work, retirement, civil service, or other working conditions of officers or employees of the District. Such activities are prohibited during working hours, and entry into buildings and grounds of the District during working hours is prohibited. Such activities are permitted during nonworking time. "Nonworking time" means time outside an employees' working hours, whether before, or after the workday or during the employees' lunch period or other breaks during the day.

Also, see BP 2716 Board Political Activity and BP 7370 Political Activity.

Approved: 5/8/06 Revised: 6/8/20 Revised: 7/2025



# BP 7370 Employee Political Activity Political Activity - Employees

#### References:

Education Code Sections 7054 and 7056; Government Code Section 8314

Employees shall not use District funds, services, supplies, or equipment to urge the passage or defeat of any ballot measure or candidate, including, but not limited to, any candidate for election to the governing board Board of Trustees. This policy prohibits political activity during an employee's working hours, but shall not be construed to prohibit an employee from urging the support or defeat of a ballot measure or candidate during nonworking time.

Refer to Antelope Valley College Faculty collective bargaining agreement, Article VII.

Also see BP 2716 Board Political Activity and AP 7370 Employee Political Activity.

Approved: 5/8/06 Revised: 7/13/20 Revised: 7/25



#### AP 7336 Certification of Freedom from Tuberculosis

#### References:

Education Code Section 87408.6

Except as provided herein, no person shall be initially employed by the District in an academic or classified position unless the person has within the last 60 days submitted to a tuberculosis risk assessment developed by the State Department of Public Health and the California Tuberculosis Controllers Association and, if risk factors are present, an examination to determine that he/she/they is free of active tuberculosis, by a physician and surgeon licensed under the California Business and Professions Code. This examination shall consist of an X-ray of the lungs, or an approved intra-dermal tuberculin test, that, if positive, shall be followed by an X-ray of the lungs. This examination is a condition of initial employment and the expense shall be borne by the applicant.

The X-ray film may be taken by a competent and qualified X-ray technician if the X-ray film is subsequently interpreted by a physician and surgeon licensed under the Business and Professions Code.

The Assistant Superintendent/Vice President of People, Culture, and Talent, Vice President of Human Resources or designee may exempt, for a period not to exceed 60 days following termination of the pregnancy, a pregnant employee from the requirement that a positive intra-dermal tuberculin test be followed by an X-ray of the lungs.

Thereafter, employees who are skin test negative, or were not tested because of a lack of risk factors, are required to undergo the foregoing tuberculosis risk assessment and, if...If risk factors exist, examination at least once each four years as designated in Board Policy upon recommendation of the local health officer for so long as the employee remains skin test negative. Once an employee has a documented positive skin test that has been followed by an X-ray, the foregoing tuberculosis risk assessments and examinations shall no longer be required and referral shall be made within 30 days of completion of the examination to the local health officer to determine the need for follow up care.

If risk factors were present at the tuberculosis risk assessment and an examination occurs, after the examination, an employee shall cause to be on file with the District a certificate from the examining physician and surgeon showing the employee was examined and found free from active tuberculosis.

This procedure shall not apply to any employee of the District who files an affidavit stating that he/she/they adheres to the faith or teachings of any well-recognized religious sect,

**Commented [LE1]:** Local policy; not in CCLC language. Unclear where it came from.

denomination, or organization and in accordance with its creed, tenets, or principles depends for healing upon prayer in the practice of religion and that to the best of his/her/their knowledge and belief he/she/they is free from active tuberculosis. If at any time there should be probable cause to believe that the applicant is afflicted with active tuberculosis, he/she/they may be excluded from service until the Assistant Superintendent/Vice President of People, Culture, and Talent, Vice President of Human Resources or designee is satisfied that he/she/they is not so afflicted.

A person who transfers his/her/their employment from another school or community college District shall be deemed to meet the requirements of this procedure if the person can produce a certificate that shows that he/she/they within the past four years had a tuberculosis risk assessment that showed no risk factors were present or was examined and was found to be free of communicable tuberculosis, or if it is verified by the college previously employing him/her/them that it has a certificate on file that contains that showing.

A person who transfers his/her/their employment from a private or parochial elementary school, secondary school, or nursery school to the District shall be deemed to meet the requirements of this procedure if the person can produce a certificate as provided for in Health and Safety Code Section 121525 that shows that he/she/they within the last four years had a tuberculosis risk assessment that showed no risk factors were present or was examined and was found to be free of communicable tuberculosis, or if it is verified by the school previously employing him/her/them that it has the certificate on file.

New: 1/8/18 Revised: 7/2025

#### April 2025

#### Proposal to Create a Formal IRB at Antelope Valley College

(Put forward by Rebecca Farley, Svetlana Deplazes, and Hal Huntsman)

#### <u>Purpose</u>

The primary purpose of the IRB is to protect the welfare of human subjects used in research.

#### **Basic Principles**

A. The basic principles that govern the IRB in assuring that the rights and welfare of subjects are protected are contained in *Ethical Principles and Guidelines for the Protection of Human Subjects of Research* ("The Belmont Report"), and The National Commission for the Protection of Human Subjects of Biomedical and Behavioral Research, April 18, 1979 [see <a href="http://ohrp.osophs.dhhs.gov/humansubjects/guidance/belmont.htm">http://ohrp.osophs.dhhs.gov/humansubjects/guidance/belmont.htm</a>].

- B. Therefore, the following principles apply to all research, including student projects, involving human subjects at the Antelope Valley Community College District to ensure that adequate safeguards are provided:
  - 1. Subjects' legal rights will be respected; their rights to privacy, dignity, and comfort will also be considered in approving proposed research.
  - 2. Risks to subjects must be reasonable in relation to anticipated benefits, if any, to subjects, and the importance of the knowledge that may reasonably be expected to result.
  - 3. Adequate provision(s) must be made for all facilities, procedures, and professional attention necessary for the protection of the individual as a research subject.
  - 4. Adequate provisions should be made for recruiting a subject population that is representative of the population base in terms of gender and minority representation unless scientifically justified.
  - 5. Research involving human subjects must be supervised by qualified persons, including qualified clinicians for all study-related healthcare decisions.
  - 6. Participation of a human subject in research must be voluntary and the right to withdraw at any time must be provided. Information provided to gain subject consent must be adequate, appropriate, and presented in lay language appropriate to the subject population.
  - 7. All research programs that involve human subjects must be reviewed by and must receive approval of a formally constituted review *prior* to their initiation or *prior* to

initiating any changes to the protocol. Continuing research programs are subject to periodic review, to be carried out no less often than once a year.

#### Requirements

- IRBs need to be registered with the US Department of Health and Human Services Office of Human Research Protections if they will review human subjects research conducted or supported by HHS.
- IRB training is usually required for members of the IRB, as well as any researchers who will be working with human subjects.
  - o Certification is good for **three** years
  - o National Institutes of Health had offered free online training with certification; this training will not be available after September 2026
  - o Online training offered by CITI reflects the revisions to the Common Rule (regulations that protect individuals participating in research, followed by 18 federal agencies) made on June 19, 2018; organizational subscription costs \$1,000 per year or \$129 per person.
    - Revised Common Rule: <a href="https://www.hhs.gov/ohrp/regulations-and-policy/regulations/finalized-revisions-common-rule/index.html">https://www.hhs.gov/ohrp/regulations-and-policy/regulations/finalized-revisions-common-rule/index.html</a>
    - https://about.citiprogram.org/en/course/revised-common-rule-course/

#### General Structure

The Board will consist of the Vice President of Equity and Student Achievement (VPESA), Dean of IERP, and one community member, two faculty (one from Social and Behavioral Sciences and one from a STEM discipline). The VPESA and Dean are standing members. Faculty and community member terms on the Board will be three years. (Note: the initial terms of the faculty members will be two years and three years, so that replacing the positions will be staggered.)

#### **Timelines**

Once the Board is approved, the Senate will recruit and appoint the two faculty members. This process takes 4-6 weeks.

After an initial period of meetings to establish procedures for the Board, the Board will meet as needed when research proposals are submitted.

#### **Anticipated Deliverables**

Research proposal form

• Rubric for grading proposals

# Revisions Proposed by Hal Huntsman April 2025, shown either with blue language or strikethrough.

### AP 2510 Participation in Local Decision-Making

#### Reference:

Education Code Section 70902(b)(7); Title 5, Sections 53200 et seq; 51023.5; 51023.7 Accreditation Standard IV.A.2, IV.A.5

#### ADMINISTRATIVE PROCEDURES RELATED TO PARTICIPATORY GOVERNANCE

The faculty, students, staff, and administration of Antelope Valley Community College District have developed the following procedures to fulfill the statutory requirements of Title 5 related to Participatory Governance.

<u>Procedures for Participatory Governance Committees and Academic and Professional Matters</u>: A. Procedures related to participatory governance committees:

- 1. All collegewide participatory governance committees will abide by the "Participatory Governance Committee Operating Procedures" in Appendix I. Academic Senate committees will operate in accord with Senate guidelines.
- 2. To insure "effective participation," collegewide participatory governance committees shall include representatives from constituencies directly affected by the recommendation and representatives who also have expertise related to the role and purpose of the committee, whenever possible.
- 3. The College Coordinating Council (CCC) will determine the role and function of collegewide participatory governance committees and specify the membership and terms of those committees. In addition, the CCC will review the role, function and membership of all collegewide participatory governance committees at least every three years and modify as needed. Participatory governance committees may request that the CCC review their role, function, or membership at any time for possible modification.
- 4. Each constituent group represented on the College Coordinating Council will determine the process by which it appoints representatives to collegewide participatory governance committees.
- 5. Each collegewide standing committee will determine if any part of an item or issue before it is related to an academic and professional matter, or a collective bargaining issue, using the guidelines listed in Appendix II, and refer that part to the College Superintendent/President and the Academic Senate or Collective Bargaining Agent, as appropriate, for consideration. B. Procedures for reaching agreement on Academic and Professional Matters:
- Recommendations related to Academic and Professional Matters, where the Board relies
  primarily on the Academic Senate, will be submitted to the Board of Trustees for
  consideration, via the Superintendent/President. If the recommendations of the Academic
  Senate are not accepted, the Board will communicate the "compelling reasons or legal
  liability" to the Academic Senate in a written statement.

- 2. For those Academic and Professional Matters that require mutual agreement, the Mutual Agreement Council will solicit feedback from the Board of Trustees, or their designees, and the Academic Senate will consult with each other, and may solicit feedback from other college constituent groups if needed. The Mutual Agreement Council will deliberate Deliberations will continue until mutual agreement is reached between the Board of Trustees, or their designees, and the Academic Senate.
- 3. If mutual agreement is reached, the Board will put the new policy into effect unless legal liability or substantial fiscal hardship can be demonstrated. If mutual agreement cannot be reached and a policy currently exists, the current policy remains in effect, unless legal liability or substantial fiscal hardship can be demonstrated. Both the Board of Trustees, or their designees, and the Academic Senate will communicate in a joint statement the reasons that agreement cannot be reached.
- 4. Mutual agreements between the Academic Senate and the Board of Trustees, or their designees, will be placed on the next scheduled Board Agenda as an informative report. Mutual agreements requiring Board approval will be submitted at a subsequent meeting as a communication for approval.
- 5. The Mutual Agreement Council will also serve as a forum for the President's Executive Council and Senate Executive Committee to share information and discuss concerns about academic and professional matters.

#### **AVCCD Governance Councils and Committees:**

- A. College Coordinating Council
- B. Mutual Agreement Council
- C. Strategic Planning & Budget Council
- D. Collegewide Participatory Governance Committees
  - 1. Staff Development Committee
  - 2. Information Technology Committee
  - 3. Matriculation Committee
  - 4. Equal Employment Opportunity Advisory Committee
  - 5. Campus Safety Committee
  - 6. Calendar Committee
  - 7. Legislative Committee
  - 8. Enrollment Management Committee
  - 9. Equity Committee
- E. Academic Senate Standing Committees
  - 1. Academic Policies & Procedures Committee
  - 2. Faculty Professional Development Committee
  - 3. Honors Program Committee

- 4. Distance Education & Technology Committee
- 5. Student Learning Outcomes Committee
- 6. Program Review Committee
- 7. Equivalency Committee
- 8. Senate Grant Program Committee

#### Membership and Functions of Governance Councils:

#### A. College Coordinating Council

(Membership)

- 1. Superintendent/President and/or Vice Presidents (one vote) Representing the Board of Trustees, including the Vice President of Equity and Student Achievement
- 2. Academic Senate President
- 3. Administrative Council Representative
- 4. President of Faculty Exclusive Bargaining Unit
- 5. President of Classified Exclusive Bargaining Unit
- 6. Confidential/Management/Supervisory Unit Representative
- 7. Associated Student Organization Representative

#### (Function)

- a) The College Coordinating Council will serve as the coordinating body for governance issues at Antelope Valley College, except academic and professional matters and collective bargaining issues. The Council will have four main functions: issue management, providing a communication network for distributing information to all college constituent groups, determining the decision-making and recommending authority of collegewide participatory governance committees, and submitting recommendations to the President in areas of "effective participation".
- b) Issue management means the Council will determine the appropriate governance committee or process to address any new issue or task that is not already assigned to an existing committee or process. When the Council assigns an issue or task to an existing or a newly created committee, the Council will specify in writing the nature and scope of the assignment, if the committee has decision-making or recommending authority, the appropriate reporting process, and a timeline for completion of the assignment.
- c) If an issue before the Council involves an academic and professional matter, it will be referred to the Academic Senate and the-President's Executive Council for consideration. If an issue before the Council involves collective bargaining matters, it will be referred to the affected Collective Bargaining Unit and the Superintendent/President for deliberation.
- d) When a collegewide participatory governance committee makes a recommendation that only requires "effective participation" of faculty, staff and students, the College Coordinating Council will consider the recommendation and communicate the committee's recommendation to all college constituent groups.

- e) The Council may address an issue itself, when a recommendation cannot be made in a timely manner by another committee or process, or the Council determines that not taking action will expose the district to legal liability or cause substantial fiscal hardship. The Council may also make a recommendation to the Superintendent/President when no existing or new committee or process is deemed appropriate for handling the issue, or a committee or constituent group requests a recommendation from the Council regarding an issue.
- f) The Council shall seek consensus as the basis for making decisions. However, when consensus cannot be reached, the Council may take action if six out of seven Council members are in agreement. When a resolution before the Council does not have the required "6 out of 7" members in favor, the status quo remains in effect until such time as a mutually acceptable resolution can be negotiated and agreed to by 6 of the 7 members of the Council. The Council will determine, by consensus, criteria and a process for emergency and fast-track decision-making to be used when waiting until the next regular Council meeting would not be in the best interest of the district. All Council members have a single vote and the meetings of the Council shall be open.
- g) The Council will review the purpose/function and scope of decision-making/recommending authority of each college standing committee every three years. Any recommendation for change in purpose or scope of a committee, including the dissolution of the committee, will be presented to college constituent groups for feedback. All feedback will be shared with the affected committee. The Council and the affected committee will discuss the recommendation and the feedback from constituent groups with the goal of reaching consensus. If consensus is reached, the purpose/function and/or decision making/recommending authority will be changed. If consensus cannot be reached, the Council may still make changes in these areas if six of seven Council members are in agreement with the change.
- h) If a proposed change in purpose/function involves an academic and professional matter, the recommendation and feedback from constituent groups will be forwarded to the Mutual Agreement Council (MAC) for deliberation. If mutual agreement is reached by the MAC, the purpose will be changed. If mutual agreement cannot be reached, the purpose/function of the committee remains the same in accord with the provisions of Title 5.

#### B. Mutual Agreement Council

(Membership)

- 1. President's Executive Council
- 2. Senate Executive Committee

(Function)

The Mutual Agreement Council consists of the President's Executive Council and the Senate Executive Committee and its purpose is to consult and deliberate with the intention of reaching mutual agreement between the Academic Senate and the Board of Trustees on academic and professional matters 6, 7, 9, 10 and 11 of Section 53200 in Title 5. "The governing board, or its designees, and the academic senate shall reach mutual agreement by written resolution, regulation, or policy of the governing board effectuating such recommendations."

C. Strategic Planning & Budget Council

(Membership)

1. Superintendent/President - Ex-Officio

- 2. Academic Senate President (Co-chair)
- 3. Dean of Institutional Effectiveness, Research and Planning Vice President of Equity and Student Achievement (Co-chair)
- 4. College Vice Presidents (4)
- 5. Faculty Union Representative (1)
- 6. Student Representatives (2)
- 7. Faculty Representatives (5 1 transfer, 1 student services, 1 instructional resources, 1 vocational, 1 adjunct)
- 8. Classified Representatives (5)
- 9. Confidential/Management/Supervisory Representative (1)
- 10. Deans/Directors Representatives (2)
- 11. Director of Facilities Planning and Campus Development
- 12. Director of Information Technology Services
- 13. Executive Director of Institutional Advancement and Foundation
- 14. Director of Public and Governmental Relations
- 15. Enrollment Management Committee Co-chair

#### (Function)

The Strategic Planning & Budget Council (SPBC) is a shared governance council that provides oversight and monitoring of the various planning documents within the institution in order to accomplish the mission and goals of the district. SPBC utilizes the Educational Master Plan, which is the district's strategic plan, to review the mission, vision, values, and practices of the institution and to monitor and modify the Strategic Goals and the Institutional Learning Outcomes.

The council reviews the annual budget requests brought forward by the Budget Subcommittee and makes a recommendation to the Superintendent/President to fund those requests that utilize institutional resources most efficiently in accomplishing the district's strategic goals and improving the Institutional Learning Outcomes. SPBC works collegially with the Superintendent/President to recommend budget priorities in a timely fashion. The Superintendent/President may recommend budget expenditures to the Board of Trustees without consensus of the SPBC in those instances of legal and fiscal responsibility, as cited in both Education Code and Title 5. The Superintendent/President submits budget recommendations to the Board of Trustees for approval.

In order to function most efficiently and to support and execute the Educational Master Plan, members of the SPBC are assigned to the following subgroups/subcommittee:

- Facilities: Based on the findings of the Educational Master Plan, responsible for developing and evaluating the effectiveness of the Facilities Master Plan, which oversees the district's long-range infrastructure, building, and parking needs.
- Human Resources: Responsible for creating a Human Resources Plan that includes a longrange Staffing Plan to support the program needs identified in the Educational Master Plan.

- Finance: Responsible for developing a Finance Plan to analyze and determine the financial impact and necessary resources to implement the Facilities, Human Resources, Technology, and Enrollment Management plans.
- Communications: Responsible for developing, implementing, and evaluating a marketing and communications plan with strategies to increase communications with our internal and external constituents. Responsible for disseminating information to the campus and general community through e-mail, the website, myAVC, and the SPBC Annual Review.
- Educational Master Plan: Responsible for annually reviewing the Educational Master Plan to ensure that the District's ongoing needs are met.
- Budget Subcommittee: Responsible for evaluating and prioritizing the annual budget requests to most efficiently utilize institutional resources and present those recommendations to the SPBC.

#### APPENDIX I

#### "Participatory Governance Committee Operating Procedures"

Each committee will have a statement of purpose/function in accord with the district mission and a membership list, along with the minimum number and frequency of meetings that will be held during the academic year. In addition, each committee will have a statement of reporting responsibilities to individuals, committees or constituent groups and publish this information to all district employees. Committees will make decisions or recommendations through consensus.

Each committee will also circulate a "Call for Agenda Items" five working days prior to a meeting and distribute to members and post an agenda two working days prior to a meeting. Each committee will also distribute to members and post a draft of unapproved minutes within ten working days after a meeting. Minutes will include a brief summary of discussion regarding actions taken, including motions made, seconded, passed or defeated. On an annual basis, each committee will review its activities and submit a year-end report to whichever reporting body it is accountable. In most instances, reports would be made to the College Coordinating Council, Superintendent/President, or appropriate administrator. The year-end report will include accomplishments, preview issues for the coming year, and make recommendations for change in membership or function.

#### APPENDIX II

## "Criteria for Committees to Use in Determining if an Item is an Academic and Professional Matter or a Collective Bargaining Issue"

In doing their work, committees, particularly the chair(s), must recognize which items/issues under discussion are subjects of collective bargaining (CB) or are academic and professional matters (APM). Unless specifically asked to handle a CB item or an APM, the committee should not. In addition, each participatory governance committee should assure effective participation of all parties, as well as effective communication with the College Coordinating Council (CCC). As committees forge recommendations, the committee chair is responsible for assuring the following steps have been completed:

Verify that the topic is not CB or APM (unless the CB/APM has been assigned to the committee
Develop recommendation/policy with input from all representativesif representatives are not attending, committee chair notifies constituency president

- ---ask regularly if representatives have consulted with their constituency
- ---consult with CCC if stuck, hit controversy or need clarification

Disseminate to campus via recommendation/policy and give t	nailbox or email prior to the campus 2 weeks to respo	. •		
Consider campus input, complete ar	nd send to the Superintende	nt/President and the CCC		
If CB, send to presidents of college a	and union (s); if APM, send to	presidents of college and		
senate COLLECTIVE BARGAINING				
salariessteps, columns, merit pay, rate	of pay for stipends, bonuses	s, reassigned time,		
overtime, placement & advancement be	enefits leaves, vacations, hol	idays union & district rights		
grievance, arbitration & evaluations				
discipline procedures. academic				
freedom				
committees that deal with CB items, suc calendar year for classified, certificat				
discrimination—sex, race, religion etc job	)			
assignments, reclassification $\&\ reassigr$	nment			
seniority, promotions, retirement office s	space &			
parking graduation attendance prepara	ition time			
tools/equipment: access to computer, to	elephone and equipment ned	cessary for the job		
training (impact on wages/hours, such a	as sabbaticals, staff develop	ment, flex) &		
travel contracting out of bargaining unit	work work load/class size/w	ork hours/work		
days ACADEMIC AND PROFESSIONAL MA	<u>ATTERS</u>			
curriculum, including establishing prered	quisities			
degree and certificate requirements gra	ding			
policies				
education program development				
standards or policies regarding student preparation and success district				
and college governance structures as related to faculty roles faculty				
roles and involvement in accreditation				

policies for faculty professional development activities—(staff development, flex, sabbaticals, faculty academy, senate grant program) processes for program review processes for planning and budget

#### APPENDIX III

#### Other Statutory Requirements related to Participation in Local Decision-making

☐ Ed Code 66450: Distribution of academic presentations

Pursuant to Ed. Code Section 66450-66452, anyone (other than the instructor of record) making a recording in any medium of a classroom presentation cannot use the recording for financial or economic gain. Students who are found to be in violation of this section will be subject to disciplinary measures. All persons found to be in violation of this section may be subject to legal action. Distribution of classroom information or materials requires prior permission from the instructor of record.

Students will be informed of this regulation through posting in the college catalog and the Antelope Valley College website.

See Board Policy #5500

□ Ed Code 87458: Administrative retreat rights

The process by which the board of trustees determines retreat rights of administrators shall be developed and agreed upon jointly by representatives of the board and the academic senate, and the board relies primarily upon the advice and judgment of the academic senate to determine that the administrator possesses the minimum qualifications for employment as a faculty member. See Administrative Procedure #7250

☐ Ed Code 87359: Equivalencies to minimum qualifications

The process and criteria used to determine that individual faculty members who do not meet the applicable minimum qualifications specified in Ed. Code 87356 shall be developed and agreed upon jointly by representatives of the board of trustees and the academic senate. The board shall rely primarily upon the advice and judgment of the academic senate to determine that faculty members possess qualifications that are at least equivalent to the applicable minimum qualifications.

Equivalencies for each discipline will be determined by full-time faculty from the respective disciplines and submitted to the Academic Senate for approval. Equivalencies must be approved by the Academic Senate and available to the Human Resources Office prior to screening of applicants.

See Administrative Procedure #7211

Ed Code 87360: Faculty hiring

Hiring criteria, policies, and procedures for new faculty members shall be developed and agreed upon jointly by representatives of the board of trustees and the academic senate. See Administrative Procedure #7120

• Ed Code 87610.1: Faculty tenure

The faculty's exclusive representative shall consult with the academic senate prior to engaging in collective bargaining on procedures related to tenure evaluation procedures.

See Administrative Procedure #7210

#### □ Ed Code 87663: Faculty evaluation

The board of trustees, in consultation with the faculty, shall adopt rules and regulations establishing the specific procedures for the evaluation of its contract and regular employees on an individual basis and setting forth reasonable but specific standards which it expects its faculty to meet in the performance of their duties. Such procedures and standards shall be uniform for all contract employees with similar duties and all regular employees with similar duties.

See Administrative Procedure #7150

#### ☐ Ed Code 87743.2: Faculty service areas

The faculty's exclusive representative shall consult with the academic senate in developing its proposals for establishing faculty service areas.

See Administrative Procedure #7211

#### □ Title 5 55022: Curriculum committee

Curriculum Committee. The college and/or district curriculum committee (Academic Policies and Procedures Committee) recommending the course shall be established by the mutual agreement of the college and/or district administration and the academic senate. The committee shall be either a committee of the academic senate or a committee that includes faculty and is otherwise comprised in a way that is mutually agreeable to the college and/or district administration and the academic senate.

In order to fulfill the mandate of Title 5, Section 55022, the Board of Trustees and the Academic Senate mutually agree to establish a curriculum committee, referred to as the Academic Policies and Procedures Committee, comprised of members from each faculty division and co-chaired by a fulltime faculty member and the vice president of academic affairs.

#### □ Title 5 53204: Academic senate/union agreements

Nothing in these administrative procedures shall be construed to impinge upon the due process rights of faculty, nor detract from any negotiated agreements between collective bargaining representatives and district governing boards. It is the intent of the Board of Governors to respect agreements between academic senates and collective bargaining representatives as to how they will consult, collaborate, share, or delegate among themselves the responsibilities that are or may be delegated to academic senates pursuant to these regulations.

#### Glossary of Terms

#### 1. Academic Senate

An organization representing faculty, whose primary function is to consult collegially with the governing board of a district and/or the administration of a college as their representative. The role of the academic Senate constitutes a delegation of authority; by regulation local governing boards are required to consult collegially with the academic Senate on academic and professional matters. (Title 5 §53200-53201) (Ed Code §70901)

#### 2. Ad-Hoc

A group of individuals working on a one-time task

#### 3. College Coordinating Council (CCC)

The College Coordinating council is a governance group of district constituent leaders, established to respond to changing conditions in the institution within a participatory governance framework.

#### 4. Collegewide Participatory Governance Committee

A committee that functions under the operating guidelines of the College Coordinating Council.

#### 5. Consensus

A decision-making process used to resolve conflict creatively and with general agreement. Complete unanimity is not the goal. Each individual should accept the group's decision on the basis of logic and feasibility.

#### 6. Constituent

Individual members of any represented group.

7. Effective Participation of Faculty Outside of Academic and Professional Matters

Faculty shall be provided with opportunities to participate on matters affecting them.

Faculty shall be provided with opportunities to participate on matters affecting them. (Title 5 §51023)

#### 8. Effective Participation of Staff

- a) Staff shall be provided with opportunities to participate in the formulation and development of district and college policies and procedures. Governing boards should solicit input of staff on matters affecting them. Delegation of authority does not extend to staff. The policies and procedures of the governing board shall ensure that the recommendations and opinions of staff are given every reasonable consideration. (Title 5 §51023.5)
- b) Except in unforeseeable, emergency situations, the governing board shall not take action on a matter having a significant effect on staff until it has provided staff with an opportunity to participate in the formulation of the policy or procedure or the joint development of recommendations regarding the action.

Governing board procedures shall ensure that at the district and college levels, recommendations and positions developed by staff are given every reasonable consideration. (Title 5 §51023.5)

#### 9. Effective Participation of Students

- a) Students shall be provided an opportunity to participate in the formulation and development of district and college policies and procedures that have or will have a significant effect on students. This right includes the opportunity to participate in processes for jointly developing recommendations to the governing board regarding such policies and procedures. Delegation of authority does not extend to students.
- b) Except in unforeseeable, emergency situations, the governing board shall not take action on a matter having a significant effect on students until it has provided students with an opportunity to participate in the formulation of the policy or procedure or the joint development of recommendations regarding the action.

Governing board procedures shall ensure that at the district and college levels, recommendations and positions developed by students are given every reasonable consideration. (Title 5 §51023.7)

#### 10. Exceptional Circumstances

The regulations do not define the terms "exceptional circumstances" and "compelling reasons," and these terms are not intended to have a legal definition. These terms mean that Boards must usually accept Senate recommendations in relation to academic and professional matters. In instances where a recommendation is not accepted, the Board's decision must be in writing, based on a clear and substantive rationale which puts the explanation for the decision in an accurate, appropriate, and relevant context. (Title 5 §53203 - d.2).

#### 11. Participatory Governance

Effective participatory governance includes collectively sharing ideas and formulating good recommendations to present to Boards of Trustees or their designee. It is the responsibility of the Board to focus on the needs and best interests of the district as a whole.

Participatory governance is not effective when the participating entities interpret their roles to include final approval of policies, procedures or budgets. (May 19, 1999 Report to the Consultation Council on the Effectiveness of Faculty, Staff and Student Participation in College and District Governance.)

#### 12. Recommendations

Committee makes a "decision" of what to recommend to appropriate bodies (i.e., Academic Senate, Superintendent/President, or Board of Trustees). (Title 5 §53203(d).)

#### 13. Senate Standing Committee

A committee formed by the Academic Senate on academic and professional matters assigned to it.

#### 14. Taskforce

A group carrying out a specific task.

#### 15. Title 5

The California Code of Regulations specific to education. (California Code of Regulation 1/99 Update).

#### 16. Subgroup

A group of individuals assigned by the Strategic Planning and Budget Council to formulate recommendations relating to a designated institutional function or interest including Human Resources, Facilities, Communication, Educational Master Plan, Budget Subcommittee, and Finance.

7/5/05

Revised: 4/14/08

Revised: 12/14/09 Revised:

4/9/12



#### MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("MOA") is made effective as of 7/1/2025 ("Effective Date") by and between Umoja Community Education Foundation, a California nonprofit public benefit corporation ("UCEF"), whose address is 1801 7th Street, Suite 100, Sacramento, CA 95811, and Antelope Valley Community College District, a participating institution in the California Community College system ("College"), whose address is 3041 W. Avenue K, Lancaster, California, 93536. UCEF and College may be referred to individually as a "Party" or collectively as the "Parties."

#### 1. **DEFINITIONS**

- 1.1 "Umoja Program" means the initiative implemented by the College in partnership with UCEF in accordance with the Umoja Community Education Foundation's pedagogical framework, core practices, and Minimum Core Requirements.
- 1.2 "Core Team" means the designated faculty, coordinator(s), counselor(s), and staff responsible for operating the Umoja Program on the College's campus.
- 1.3 "SLI" means the Summer Learning Institute, UCEF's primary professional development training for Umoja Program staff.
- 1.4 "Exhibits" refer to the appendices attached to this MOA, including but not limited to Exhibits A through F, which describe core standards, roles, support, and implementation guidelines.
- 1.5 "Umoja Student" means a student who has an Umoja application on file, is actively enrolled, and meets one or more of the following criteria: (a) enrolled in or previously completed an Umoja-designated or supported course; (b) receives Umoja counseling or educational planning services; (c) utilizes Umoja-sponsored academic or support services; or (d) participates in Umoja-sponsored events or activities. Full criteria are outlined in Exhibit E.



- 1.6 "Umoja Course" means a credit-bearing, transferable or degree-applicable course that integrates Umoja-aligned pedagogy, cultural relevance, and student-centered practices. Umoja Courses are categorized as follows:
- (a) Umoja-Dedicated Courses required for all affiliated colleges, these courses are intentionally designed to serve Umoja students as a primary cohort. They must be taught by instructors who have completed the Umoja Summer Learning Institute (SLI) or an approved Umoja training and incorporate Umoja cultural principles and practices as outlined in Exhibit A.
- (b) Umoja-Supported Courses optional but encouraged, these are courses open to the general student population and taught by Umoja-trained faculty who voluntarily integrate Umoja principles or culturally responsive pedagogy. While Umoja students may enroll, they are not the exclusive or primary audience.

#### 2. PURPOSE

This MOA outlines the obligations and commitments of the Parties to implement, support, and sustain an Umoja Program that promotes retention, academic success, and holistic development of African American and other historically underrepresented students.

#### 3. PERIOD OF PERFORMANCE

This MOA shall be in effect from the Effective Date through June 30, 2027 unless earlier terminated by either Party with thirty (30) days' written notice.

#### 4. RESPONSIBILITIES OF THE COLLEGE

The College agrees to:

- 4.1 Implement and maintain an Umoja Program in accordance with the Minimum Core Requirements (Exhibit A).
- 4.2 Provide Priority Registration access to Umoja students as described in Exhibit A.



- 4.3 Submit an annual Strategic Plan and End of Year Report documenting program compliance, data outcomes, and strategic goals, in accordance with Exhibit A and Exhibit E.
- 4.4 Maintain a minimum of 1.0 Full-Time Equivalent (FTE) for program coordination as described in Exhibit A.
- 4.5 Assign designated Umoja counseling faculty per the enrollment-based formula in Exhibit F.
- 4.6 Ensure the timely and accurate reporting of student data in accordance with CCCCO and UCEF guidelines.
- 4.7 Participate in UCEF-sponsored assessments and site visits.
- 4.8 Communicate any changes to Core Team personnel to the assigned UCEF Regional Coordinator via email within ten (10) business days.

#### 5. RESPONSIBILITIES OF UCEF

#### UCEF agrees to:

- 5.1 Provide professional development as outlined in Exhibit C, including mandatory attendance at the Summer Learning Institute (SLI) for all new team members, and required annual attendance for program coordinators to ensure continuity, alignment with Umoja's evolving best practices, and fidelity to the Umoja model.
- 5.2 Offer ongoing technical assistance and strategic consultation via assigned Regional Coordinators.
- 5.3 Solicit feedback from training participants to improve effectiveness and ensure offerings are aligned with Umoja's commitment to equity, inclusion, and culturally relevant pedagogy.
- 5.4 Conduct regular program assessments and site visits to ensure alignment with Umoja's core standards.

#### 6. CONFIDENTIALITY



Each Party agrees to maintain the confidentiality of non-public data and information received from the other Party, including but not limited to student data protected by FERPA and proprietary training content.

#### 7. INTELLECTUAL PROPERTY AND TRADEMARKS

UCEF retains ownership of all intellectual property, including its Marks as detailed in Exhibit D. The College may use the Marks solely in accordance with UCEF's Trademark Use Policy and only during the term of this MOA.

#### 8. FUNDING

UCEF and College will each be fiscally responsible for their respective obligations. UCEF may allocate funding based on eligibility and availability as determined by CCCCO and UCEF criteria. This MOA does not independently obligate funds.

#### 9. WARRANTIES AND REPRESENTATIONS

Each Party represents and warrants that it has the full authority and legal right to enter into this MOA and perform its obligations hereunder. Each Party will comply with all applicable federal, state, and local laws.

#### 10. DISPUTE RESOLUTION

The Parties agree to first attempt to resolve any disputes arising under this MOA in good faith through informal discussions. If unresolved, the Parties will submit the matter to non-binding mediation before pursuing legal remedies.

#### 11. TERMINATION

This MOA may be terminated by either Party with thirty (30) days' written notice.

Termination shall not relieve either Party of its obligations incurred prior to termination.

#### 12. NOTICES



All notices under this MOA shall be delivered to the principal contacts listed below or to such other addresses as may be provided in writing:

UCEF: Dr. Mayen Udoetuk

Umoja Community Education Foundation

1801 7th Street, Suite 100

Sacramento, CA 95811

Email: info@umojacommunity.org

College: Jennifer Zellet

Email: jennifer.zellet@avc.edu

#### **13.** GENERAL PROVISIONS

- 13.1 **Modification**: This MOA may be modified only in writing signed by authorized representatives of both Parties.
- 13.2 **Assignment**: Neither Party may assign or transfer this MOA without the written consent of the other.
- 13.3 **Severability**: If any provision is deemed unenforceable, the remainder of the MOA shall remain in effect.
- 13.4 Entire Agreement: This MOA, including its Exhibits, constitutes the entire agreement and supersedes all prior understandings.
- 13.5 **Governing Law**: This MOA shall be governed by the laws of the State of California.
- 13.6 **Counterparts**: This MOA may be executed in counterparts, each of which shall be deemed an original.



#### SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this MOA as of the Effective Date.

Authorized Representative, UCEF Authorized Representative, College

Dr. Eric Mayes

Chief Executive Officer

Jennifer Zellet

Superintendent/President

Signature: Signature:

Eric Mayer

Date: Date:

Jul 15, 2025 Jul 15, 2025

After College signs, submit MOA by one of following methods:

E-Sign via Adobe Sign

Mail hard copies to the attention of Umoja Community Education Foundation at

P.O. Box 188067, Sacramento, CA 95818

All copies will be countersigned and returned in the same method received.



#### **EXHIBIT A**

#### UCEF MINIMUM CORE REQUIREMENTS FOR UMOJA AFFILIATED COLLEGES

The following minimum requirements have been set by the Umoja Community Education Foundation (UCEF) for colleges seeking to maintain or establish an Umoja program or affiliate an existing program designed to increase student success and retention of African ancestry and other students.

At the discretion and review of the UCEF executive director or designee, programs that fail to satisfy the minimum requirements as listed below will be subject to a loss of funding and removal as an Umoja affiliated program.

Colleges wishing to affiliate a program with UCEF and/or maintain status as an affiliate program must minimally meet the requirements below.

#### **Administrative Oversight**

Each Umoja Program shall be formally sponsored by an administrator at the Dean, Vice President, or President level to ensure institutional alignment, resource support, and strategic visibility.

The sponsoring administrator shall:

- Serve as the administrative point of contact for the Umoja Program
- Participate in annual program review and planning with the Umoja Core Team
- Assist in aligning Umoja with the college's student equity and success initiatives
  Additionally, the Umoja Program shall provide an **annual program update** to the
  President's Cabinet (or equivalent executive leadership body), highlighting:
- Student enrollment, retention, and success data



- Program achievements and challenges
- Alignment with institutional priorities
- Resource and staffing needs

**Note:** Colleges are encouraged to schedule this update to coincide with a site visit from Umoja Community Education Foundation representatives, where possible, to support shared advocacy and cross-functional engagement.

#### Minimum Umoja Program Coordination Requirement

Each college shall commit to maintaining a minimum of 1.0 Full-Time Equivalent (FTE) in total coordination time for the Umoja Program. This requirement may be fulfilled by a full-time Umoja Coordinator or by a combination of personnel (classified staff, faculty, or counseling faculty) whose combined roles equal 1.0 FTE.

#### **Assignment of Coordination Responsibilities**

In cases where the Umoja Program coordination responsibility is assigned as an additional duty to individuals with other primary roles (e.g., directors, deans, or classified staff), the following provisions shall apply:

#### 1. Quantified Time Allocation:

The assignment must include a clearly documented allocation of time specifically dedicated to the Umoja Program. This allocation should be expressed as an FTE value (for example, 0.5 FTE, 0.75 FTE, etc.) or as a specific number of hours per week. This ensures that the contribution toward the 1.0 FTE requirement is explicit and measurable.

#### 2. Documentation and Contractual Clarity:

The quantified time commitment shall be formally documented in the staff member's contract, job description, or in an addendum thereto. This documentation must specify the exact proportion of their total work time dedicated to Umoja Program coordination, ensuring accountability and transparency.



#### 3. Monitoring and Evaluation:

The documented time allocation will be subject to regular review by the appropriate administrative authority. This review will verify that the assigned time commitment is being met and, if necessary, adjustments will be made to align with the overall 1.0 FTE requirement.

#### 4. Corrective Action for Under-Assignment:

If the assigned time falls short of the required 1.0 FTE, the college must submit a corrective staffing plan. This plan should include target milestones and a timeline (for example, scaling to 1.0 FTE within two academic years) to ensure that full program coordination capacity is achieved. Interim benchmarks must also be established to monitor progress toward the full FTE commitment.

#### 5. Flexibility Clause:

Colleges facing resource limitations may propose a phased approach to reach the 1.0 FTE target. However, even in such cases, the interim FTE contributions must be explicitly quantified and documented as described above.

#### Village Space

The Umoja Village space is **non-negotiable**—it is a **sacred**, **safe**, **and student-centered hub** on campus, intentionally designed to serve Umoja students **exclusively** and is **not** a shared or multipurpose space. It is imperative that each campus provide and maintain a **dedicated**, **accessible**, **and culturally affirming space** that sufficiently meets the needs of the **growing population** of Umoja students. This space is essential for fostering a **sense of community**, **belonging**, **and cultural pride** while directly supporting students' educational goals.

The Umoja Village is not merely a physical location; it is a cultural epicenter designed to address the systemic inequities and disproportionately impacted student populations historically served by Umoja. To fulfill this purpose, the Umoja Village must be equipped to facilitate:

- Academic Support and Excellence: Dedicated tutoring services, study groups, and academic workshops that enhance student performance and engagement.
- Mentoring and Leadership Development: Access to mentors who reflect students' cultural identities, fostering leadership skills and personal growth.



- Social-Emotional Wellness: Safe spaces for healing circles, mental health support, and wellness workshops that affirm the holistic well-being of Umoja students.
- Career Development and Job Placement: Targeted career readiness programs, internships, and job placement assistance designed to break cycles of economic inequity.
- Faculty Engagement and Pedagogical Support: Intentional interactions with culturally responsive faculty who are committed to the success of Umoja students.
- Transfer Assistance and Pathways to Higher Education: Comprehensive transfer support services that ensure Umoja students achieve their educational aspirations and gain access to broader opportunities.

#### A Sacred Commitment to Our Students

Umoja Villages must not be reduced to mere office spaces for employees. They are **sacred cultural spaces**—an extension of the classroom and a reflection of the Umoja principles. They must be **intentionally designed and sufficiently resourced** to accommodate the academic, cultural, and social needs of Umoja students. This includes:

- **Designated communal spaces** for student gatherings and cultural events.
- Study rooms and quiet areas that support academic focus and productivity.
- Technology access bridges the digital divide and supports 21st-century learning.
- Culturally relevant décor and symbolism that reflects the rich heritage and identity of Umoja students.

#### **Accountability and Expectations**

We hold each campus accountable for providing a space that goes beyond minimal compliance. The Umoja Village is **not a privilege** but a **requirement**. It is an **essential resource** that directly impacts student retention, academic success, and holistic development. Therefore, campuses are expected to:

• Prioritize the allocation of a dedicated and functional space that meets the evolving needs of Umoja students.



- Commit to ongoing maintenance, improvement, and expansion of the Umoja Village as the program grows.
- Ensure that the space is exclusively for Umoja students, safeguarding its integrity as a cultural and educational hub.
- By committing to this vision, campuses will not only enhance the educational experiences of Umoja students but also fulfill their obligation to equity, cultural inclusion, and student success.

#### Academic Courses and Definition of an Umoja Course

Each college shall offer a minimum of two Umoja-dedicated transferable or degree-applicable courses per academic year. Dedicated courses must be taught by instructors trained through the Umoja Summer Learning Institute and include Umoja-identified students as the primary population.

#### **Definition of an Umoja-Dedicated Course:**

An **Umoja-Dedicated Course** is a credit-bearing, transferable or degree-applicable course that intentionally incorporates the Umoja Community Education Foundation's pedagogical framework, cultural principles, and student-centered practices. Umoja courses must meet the following criteria:

#### 1. Intentional Enrollment

Courses must primarily serve Umoja students. While open to others, the core cohort should reflect Umoja program membership.

#### 2. SLI-Trained Instructor

The faculty member must have completed the Umoja Summer Learning Institute (SLI) or other approved Umoja training prior to teaching the course.

#### 3. Cultural Relevance and Practice



The course must intentionally incorporate Umoja Practices (e.g., African-centered texts, cultural rituals, community-building, consciousness raising) and culturally responsive pedagogy.

#### 4. Collaboration with Program Team

The instructor must collaborate regularly with the Umoja Coordinator, Counselor, and Core Team to align instruction with holistic student support.

#### 5. Student Belonging and Empowerment

The course environment must affirm the identities, histories, and potential of African ancestry through inclusive content and instructional approaches.

#### **Definition of an Umoja-Supported Course**

An Umoja-Supported Course is a credit-bearing, transferable or degree-applicable course taught by an instructor who has participated in the Umoja Summer Learning Institute (SLI) or Faculty Institute and voluntarily incorporates Umoja-aligned practices. It differs from a dedicated course in the following ways:

- 1. Umoja students are **not the primary enrollment cohort**, and no seats are reserved specifically for Umoja students.
- 2. The instructor integrates **some Umoja principles or practices**, such as African-centered texts, culturally responsive assignments, or inclusive teaching strategies.
- 3. While beneficial to Umoja students who may enroll, supported courses are designed for a general student population and do not operate as an official Umoja cohort course.
- 4. Collaboration with the Umoja Core Team is **encouraged but not required** at the same level as dedicated courses.

#### Umoja Program Reporting and Data Requirements

Request necessary reports from campus Institutional Effectiveness or Institutional
Research which provide relevant data to achieve program goals and to also meet UCEF
Programmatic Reporting Requirements.



- Submit an annual program Strategic Plan outlining objectives, key tasks, and data collection measures that demonstrate alignment with the five UCEF core programming requirements: Umoja coordination/core team, dedicated Umoja village space, academic/Umoja dedicated or supported courses, data reporting, and Umoja student focused programming.
- Submit an End of Year (EOY) report which shall include data collection and an overview of the state of the Umoja program on the campus. Plus, provide a summary of objectives executed within the Strategic Plan.
- Participate in an assessment process, which includes the collection of quantitative and qualitative data. In alignment with the CCCCO MIS data reporting requirements, the college must submit data to the MIS Special Populations database (SG08) within 30 days of the end of each academic term.
- The College will ensure that each Umoja student as described in Exhibit E is entered in the MIS Special Populations Database and confirm that the data are accurate via Datamart. Additional data to be collected shall include but is not limited to an aggregate count of Umoja and non-Umoja student program participation in courses and Umoja events, statistics regarding the College's ethnic breakdown, Umoja cohort course completion rates, retention/persistence rates, graduation rates, and transfer rates.
- Umoja programs will also collect and report on any results from interviews, completed
  questionnaires, and/or other assessments related to participation in Umoja programming
  at the College. In no case will data be collected and shared which identifies individual
  students without a release form signed by the student.

#### **Umoja Student Focused Programming**

Provide a student orientation/welcoming ritual/rite of passage or other event at the onset of the program each academic year and at year-end. Umoja Regional Coordination support can aid with guidelines for the above-mentioned events.



Provide at minimum, events and activities that meet the following goals: transfer readiness, career preparedness and cultural enrichment/exploration connected to the African Diaspora. Engage Umoja students in understanding and applying the Umoja Practices within the student development process. Umoja Practices should be incorporated into programming, curriculum, and events. This shall be evident and demonstrated during statewide site observations. The Umoja Practices are a trademark of the Umoja Community Education Foundation.

#### **Professional and Student Development Training**

- Upon the Colleges initial affiliation with UCEF, core team members (i.e., coordinator, counselor, instructors, and staff) must attend the Summer Learning Institute (SLI). The Summer Learning Institute is the primary means by which Umoja program staff as well as college administrators overseeing programs are introduced to and grounded in Umoja pedagogy and practices and become attuned to the personal commitment required as well as the profound impact that Umoja programming makes in the individual lives of Umoja students. After initial SLI training, program coordinators are expected to attend the SLI annually to maintain program fidelity and remain aligned with Umoja's evolving best practices. Ongoing participation by other core team members is highly encouraged. Changes in College core team members must be reported to the assigned Umoja Regional Coordinator. New core team members will be required to attend the next scheduled SLI.
- Attend the annual Winter Coordinator's Retreat. The Winter Coordinator's Retreat
  provides Umoja coordinators with the opportunity to learn best practices as well as
  receive hands on assistance with any program challenges or issues. If the primary Umoja
  coordinator is unavailable to attend, a designee must attend on behalf of the affiliate
  program.
- Attend regional meetings scheduled by the Regional Coordinator. If the primary Umoja coordinator is unavailable to attend, another member of the core team must attend on behalf of the affiliate program.



- Send Umoja program participants to one or more student leadership and student development events offered by UCEF. These events include but are not limited to the Umoja Conference, Regional Symposia and Student Leadership Summit (SLS). Umoja student leadership and student development events provide Umoja students the opportunity to network with Umoja program participants in other areas and are designed to validate cultural identity and enhance student efficacy needed to develop as student leaders.
- Regular attendance at these events is expected to ensure fidelity to Umoja's educational model. Non-attendance must be communicated in advance to the Regional Coordinator.

#### **Program Accountability and Dispute Resolution Process**

In recognition of the importance of maintaining program fidelity and institutional support, the following process shall guide resolution of concerns and support continuous improvement for Umoja-affiliated colleges.

#### A. Performance Monitoring

UCEF will conduct regular program assessments, including review of annual reports, data submissions, and statewide site visit observations to ensure alignment with Umoja's core requirements and values.

#### **B.** Areas of Concern

If a program is identified as underperforming or out of compliance with one or more minimum core requirements, UCEF will notify the college in writing. Areas of concern may include, but are not limited to:

- Insufficient staffing or coordination time
- Lack of designated counseling support
- Failure to provide a dedicated Umoja Village space
- Incomplete or missing reports



- Lack of Umoja-Dedicated Courses
- Lack of student-focused programming or training participation

#### C. Improvement Plan Process

Within 30 days of receiving notification, the college must submit an **Improvement Plan** to UCEF that includes:

- 1. A summary of the challenges impacting compliance
- 2. Specific corrective actions and responsible parties
- 3. A timeline for achieving alignment (not to exceed two academic years)
- 4. Interim benchmarks for monitoring progress

UCEF will provide technical assistance and assign a Regional Coordinator to support the plan's implementation.

#### D. Progress Review and Support

UCEF will conduct progress reviews at regular intervals during the Improvement Plan period. The plan may be modified collaboratively as needed. If progress benchmarks are not met within the agreed timeline, UCEF reserves the right to:

- Suspend statewide recognition as an affiliated program
- Restrict access to statewide events or support
- Initiate removal from statewide affiliation, pending review by the UCEF

Executive Director and Board

#### E. Commitment to Collaboration

This process is designed to promote accountability through partnership. UCEF is committed to working in good faith with each college to resolve challenges in a constructive, student-centered manner.





#### **EXHIBIT B**

### BENEFITS OF AFFILIATING WITH THE UMOJA COMMUNITY EDUCATION FOUNDATION

The Umoja Community Education Foundation (UCEF) is a statewide organization dedicated to increasing retention and success rates of African American and other underrepresented students. Colleges with programs aimed toward this cause benefit from affiliating with UCEF by becoming part of a global network. A major benefit of this network is access to professional development training on culturally relevant pedagogy specifically designed to enhance the lives and educational experience of African American and other students. This network also affords program staff access to professionally trained UCEF professional staff who are available to provide strategic support and guidance to assist Umoja core team members in meeting their program objectives. Onsite visits by Umoja Regional Coordinators are conducted twice a year; program guidance and support is also provided through scheduled regional meetings as well as one-to-one support.

College site visits are designed to assess program strengths and weaknesses and include recommendations for strengthening program efficacy. Programs also benefit by having access to professional development opportunities specially designed for Umoja practitioners including hands on residential trainings as well as webinars offering training and information regarding changes to statewide policy and regulations.

#### How do students benefit?

Students benefit from Umoja programs in the following ways:

- Increased rates of course retention, completion and success.
- Opportunity to attend Umoja sponsored conferences and student development events.
- Curriculum and teaching practices that are designed to empower and increase selfefficacy.



- Cultural enrichment and exploration to impact identity and connection to the African Diaspora through experiences, teaching and learning.
- Opportunity to develop leadership skills in a supportive environment.
- Access to representatives from Historically Black Colleges and Universities (HBCUs) and opportunities for on-the-spot admission to an HBCU at the annual fall conference.
- Access to discounted rates for HBCU tours.
- Access to representatives from the University of California system for admissions information and resources. Plus, UC campus tours and events.
- Participants of Umoja programs receive additional admissions consideration at select four-year universities.

#### What are the benefits for your program?

- Inclusion in the California Community College Chancellor's Office MIS Special Populations data submission.
- Member of a professional network supportive of the needs and interests of programs designed to increase retention and success of African American and other underrepresented students.
- Representation as a collective voice at the California Community College Chancellor's office
- supporting issues of equity for students of color particularly African American and other underrepresented students.
- Opportunities to discuss program challenges and issues with other Umoja programs during regional meetings and forums and professional development trainings.
- Collaborative intervention and support if sustaining your program becomes a challenge.
- Access to annual training on the Umoja framework and practices that aid in advancing programming and curriculum.

#### Fiscal benefits



Umoja affiliated programs in compliance with the MOA are eligible for Umoja designated funding through the California Community College Chancellor's Office, grants and other funding streams when funding is available. Outside of these funds, institutions must continue to provide funding to support Umoja program staffing and programming resources.



### EXHIBIT C UCEF PROFESSIONAL DEVELOPMENT AND TRAININGS

Professional development offered through the Umoja Community Education Foundation is a fundamental component for the Umoja program. The following information is provided for program planning purposes and includes estimated payment deadlines for UCEF professional development activities. Umoja programs are required to cover their own travel and registration costs unless otherwise indicated.

**Summer Learning Institute (SLI)** (5 days generally in June) Attendees: Faculty/Staff (Required training for core program staff upon initial affiliation with UCEF)

Payment Deadline: May 1

Umoja Conference (2 -3 days generally in November) Attendees: Students, Faculty/Staff

Payment deadline: October 1

Umoja Coordinators Retreat (1-2 days in January or June) Attendees: Primary Umoja Coordinator

or Designee

Payment deadline: December 1

Umoja Regional Symposia (1 day each in Northern and Southern California between January and

March) Attendees: Students, Faculty/Staff

Payment Deadline: Variable



## EXHIBIT D TRADEMARK, LOGO, AND BRAND GUIDE POLICY

The Umoja Trademark Policy states the terms and conditions under which the Colleges and affiliate partners may use the Umoja marks, logos, and brand.

- A. All marks, logos, and branding used in connection with Umoja activities or related to Umoja are protected under applicable trademark laws and are the exclusive property of Umoja. No person or entity may use or authorize the use of any of the Umoja marks in any manner other than as expressly authorized in writing by the designated officer of Umoja Community Education Foundation (UCEF). The Foundation reserves the right to revoke authorization to use the marks, logos, and branding at any time at its sole discretion.
- B. Colleges with signed agreements will receive and are authorized to use the marks, logos, and branding in accordance with this policy solely during the term of this MOA. No other persons, organizations, or entities are permitted to use the marks, logos, and branding without express written authorization from UCEF. Colleges are prohibited from authorizing the use of the marks, logos, and branding by third parties, except as authorized in advance by UCEF and pursuant to an approved license agreement.
- C. Colleges are permitted to use the marks, logos, and branding to represent their affiliation accurately and truthfully with Umoja. Colleges, and other third parties, are prohibited from using the marks, logos, and branding to suggest an affiliation or other relationship expressly or implicitly with UCEF that is untruthful or inaccurate.
- D. To protect the effectiveness, value and distinctiveness of the marks, logos, and branding, a consistent look must be maintained. Accordingly, Colleges must use the marks, logos,



and branding as required by UCEF and may not be modified in any manner, except only as authorized by the Foundation.

- E. Trademarks and service marks are adjectives that modify nouns and verbs; therefore, the marks should not be used alone as nouns (except only when the name "Umoja" is used as a corporate name to refer to Umoja). Similarly, the marks, logos, and branding should not be used in a possessive form by adding an apostrophe "s" or used as a verb or in a plural form (except to refer to programs or services offered by Umoja). When using Umoja marks, do not add hyphens, vary the spelling or graphics, or combine any or all the words. Where possible, the marks should be used as adjectives immediately preceding nouns that describe the product or service in question.
- F. Colleges may use the marks, logos, and branding in connection with geographic modifiers, but any new graphics or other changes must be approved by Umoja.
- G. Although not required, it is advisable to attribute ownership of the marks, logos, and branding to Umoja to gain the **full** benefit of the goodwill associated and is encouraged to indicate in a footnote at the bottom of advertising copy that the marks displayed in the advertisement are service marks of UCEF. For example: "Umoja Community SM" is a Service Mark of Umoja Community Education Foundation.
- H. Colleges may be subject to periodic reviews and assessments of their usage of the Umoja marks, logos, and branding. The frequency of inspection will typically fall within the term of the agreement on at least an annual basis; but, possibly more if warranted. Protocols for rectifying any quality or compliance shortfalls will be advised by the UCEF officers and may include suspension or termination of the MOA as outlined in the Termination Clause of this agreement.



I. Colleges are required to maintain comprehensive records of quality control measures, customer feedback, and any remedial actions implemented to ensure adherence to the quality standards set forth and for resolving any disputes that may arise.

Authorization for any uses of the marks, logos, and branding other than as stated herein should be requested of Umoja by contacting the Chief Executive Officer and/or the Chief Officer of Development & Communications.

#### **UMOJA MARKS**

The Umoja Logos Trademarked have been completed in the fall of 2017.

















### **EXIBIT E Photo and Media Release Compliance**

To support Umoja Community Education Foundation's (UCEF) commitment to showcasing and promoting student achievements, **all participating campus personnel** are required to integrate a <a href="UCEF Photo and Media Release Form"><u>UCEF Photo and Media Release Form</u></a> as a mandatory component of the Umoja Student Application Process.

#### A. Requirement:

Each Umoja Program applicant must complete and submit a signed Photo and Media Release Form at the time of application submission.

#### B. Responsibility:

Campus program coordinators, directors, and assigned Umoja personnel are responsible for collecting, verifying, and securely storing these release forms.

#### C. Purpose:

Photo and Media Releases authorize UCEF and campus-based Umoja programs to capture, use, and distribute photographs, videos, testimonials, and other media featuring Umoja students for educational, promotional, and programmatic purposes across print, digital, and social media platforms.

#### D. Compliance:

Failure to collect properly executed release forms may result in student exclusion from certain public-facing Umoja activities (e.g., publications, events, social media highlights) and could affect campus eligibility for media-based recognitions or promotions supported by UCEF.



#### E. Safeguarding Student Information:

All media use will comply with FERPA and applicable privacy protections, ensuring that student dignity, safety, and consent are prioritized at all times.



## EXHIBIT F UCEF DEFINITION OF AN UMOJA STUDENT

An Umoja student must have an Umoja application on file using the statewide Umoja application. The student is someone who has a student ID number at the college, enrolled in a course at the college, and meets one or more of the following criteria below per academic term.

- A. Enrolled in or has previously completed an Umoja designated course.
- B. Using or has used Umoja counseling services or educational planning services.
- C. Using or has used Umoja sponsored resources, student services, or academic support services.
- D. Participates in or has participated in any UCEF sponsored events or campus based Umoja sponsored activities such as workshops, field trips (including tours to four-year colleges), Umoja village activities, Umoja student club, and other campus based Umoja community building activities.

The Umoja Community Education Foundation recognizes and celebrates the fact that Umoja programs must adhere to a core set of minimum requirements to be an affiliated member of UCEF. At the same time, it is recognized and celebrated that Umoja programs have many varied expressions, components, supports and activities. The above criteria are intended to reflect a range of activities and services that many programs offer but is not intended to be an exhaustive list.

Umoja students meeting the above criteria must be identified each semester or quarter of enrollment in the CCCCO MIS Special Populations database. Failure to report all students each term, will not provide accurate data on student's progress toward their educational goals and will result in a loss of credit for serving them. Colleges are advised to consult with local IT support to determine the steps to identify Umoja students and regarding a process for rolling students over



from one term to the next who were previously entered into the MIS Special Populations database system.



#### **EXHIBIT G**

### RECOMMENDED WORKLOAD ASSIGNMENT FOR UMOJA COORDINATORS AND COUNSELORS

#### **Umoja Coordination**

The Umoja Community Education Foundation advises that Umoja program coordinators are provided sufficient time to coordinate the Umoja program. The typical duties of an Umoja program coordinator include but are not limited to the following:

#### **Overall Program Planning**

- Ongoing communication and collaboration with UCEF regarding professional and student development events and reporting requirements.
- Participation in regular regional meetings and networking with faculty and staff in other affiliated programs.
- Arranging and overseeing required onsite visits conducted by Umoja Regional Coordinator.
- Attending Umoja sponsored professional and student development events.
- Communicating with instructional Deans regarding Umoja dedicated and Umoja supported courses.
- Communicating/consulting with program instructional faculty regarding the infusion of culturally relevant curriculum and Umoja Practices in their courses.
- Communicating with program participants to announce important events or program news via email, social media, classroom announcements, etc.
- Scheduling and coordinating events, field trips, workshops, etc.
- Scheduling, chairing, attending and setting the agenda for Umoja core team meetings.
- Identify program tutors/peer mentors and assist with hiring process and facilitating appropriate training.



#### Recruitment

- Creating program fliers, posters, etc. and advertising the program to the college community and area high schools to recruit new students.
- Onboarding and enrolling new students.
- Recruiting new faculty for Umoja dedicated and Umoja supported courses and providing orientation.

#### **Monitoring Student Progress**

- Communicating with instructional faculty regarding student progress, attendance, etc.
- Conduct student follow-up by phone, email or text messaging to assess progress and issues and make referrals as needed.
- Tracking and recording utilization of program counseling services each semester.

#### Tracking/Reporting

- Prepare a student roster each term which provides each program participants name, student ID number, email address and contact telephone number.
- Request institutional data on program participants for reporting and planning purposes.
- Submit program strategic plan to UCEF by requested timeline.
- Adhere to CCCCO planning and reporting requirements such as Nova.
- Prepare the End of the Year report and submit it to UCEF by the requested timeline.
- Identify program participants in the CCCCO MIS Special Populations database within 30 days of the end of each term.

#### **Budget**

- Submit budget plan and requests for funds to UCEF, College or other funding sources as needed or requested.
- Maintain and track program budget and expenditures.
- Submit requisitions for program expenditures (i.e., supplies, book vouchers, food and travel, etc.).



#### **Umoja Counseling Umoja Counseling Services**

Each college shall ensure the assignment of counseling faculty specifically designated to serve Umoja students. The counseling allocation shall scale based on the number of active Umoja participants (new and continuing) as reported through MIS data.

Minimum Counseling Assignment Based on Student Enrollment

Umoja Student Enrollment	Minimum Counseling FTE
Fewer than 75	0.2 FTE
75–125	0.4 FTE
126–175	0.6 FTE
176–225	0.8 FTE
226–275	1.0 FTE
275+	+0.2 FTE per 50 students

#### Umoja-designated counselors are responsible for:

Academic, career, and personal counseling

Case management, follow-up services, and referral support

Participation in Umoja orientations and workshops

Classroom outreach and culturally responsive engagement

#### **Implementation Note:**

Colleges may use existing counseling faculty, adjuncts, or hire new personnel to meet this requirement. Counselor assignments must be scheduled to allow consistent and intrusive support to Umoja students.

#### Overall Umoja Program Administration

A minimum of 2.0 FTE for Umoja coordination, counseling, classified/administrative support, and instruction is a recommended best practice to maintain an effective Umoja program.



### Umoja Community Education Foundation Memorandum of Agreement FY 2025-2027

Final Audit Report

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