

ECONOMIC DEVELOPMENT

1. INTRODUCTION

The Board of Trustees (The Board) for the Contra Costa Community College District (the District), pursuant to Education Code Section 72672 and California Administrative Code, Title 5 Sections 59255 and 59257, created the Regional Training Institute (RTI) as an auxiliary organization of the District.

The Board, in creating this auxiliary organization, authorized RTI to:

- Serve as the District’s “principal point of contact and administration” for all not-for-credit workforce development and economic development efforts with Contra Costa County business and industry partners; and
- Enter into contractual relationships with private industry, public agencies and others aimed at providing educational programs, courses and services tailored to address the short-term training and development needs of Contra Costa County employers.

On February 27, 2002, RTI’s Board of Directors adopted the following vision and mission statements congruent with the Board’s organizational intent:

a. VISION STATEMENT

The Contra Costa Community College District’s Regional Training Institute (RTI) is committed to excellence in customer service. RTI wants to be known for:

- Being a valued training partner of employers in Contra Costa County; and
- Being a valued workforce and economic development partner in Contra Costa County.

b. MISSION OF RTI

RTI’s mission is to meet the training needs of Contra Costa County employers in order to contribute to the development of a world-class regional workforce and to enhance regional economic development.

RTI aims to accomplish this mission by:

- Providing high quality, customized performance-based training programs at community or business sites, at RTI’s site, or through RTI’s web site; and
- Identifying, developing, leveraging, and administering resources targeted at enhancing Contra Costa County economic development.

2. **DEFINITIONS**

The contractual relationships between RTI and Contra Costa County employers are known as “customized training programs and services.”

- Compensations for these customized training programs may be in the form of fee-based schedules or derived from grant funding.
- Customized, fee-based training programs and services (a.k.a. contract education) shall be the mainstay of workforce and economic development activities for RTI, just as standard vocational and occupational certificate and degree programs are for the colleges.
- In those rare occurrences where the colleges have existing fee-based not-for-credit programs, such as LMC’s Maytag program, those programs will be “grandparented” to the colleges with two provisos:
 - 1) If RTI brings a “value-added” element to these existing programs then the revenue generate by this addition will retire fully to RTI, and
 - 2) The colleges will refrain from establishing any new fee-based not-for-credit programs without the active participation of RTI.

3. **COLLEGE PARTNERSHIPS**

RTI, through its Executive Director, will collaborate with the College Presidents to foster the creation of local area workforce and economic development plans and initiatives.

- RTI’s Executive Director will meet monthly with each college President and his/her Chief Instruction Officer to discuss regional economic development activities, goals and plans within their service area.
- RTI’s Executive Director will meet monthly with each college’s VocEd Dean and business and industry liaisons to discuss regional economic development activities, goals and plans within their service area.

4. **FACILITIES USAGE**

- RTI and Diablo Valley College (DVC) agree to cooperate in the most efficient use of the Walnut Creek facility to serve the interests of RTI and DVC, with the understanding that RTI is the primary tenant of said premises (see attached MOU).

5. **BUSINESS AND INDUSTRY OUTREACH**

It is understood and agreed that the colleges, in fulfilling their community advocacy, will maintain their business and industry outreach efforts as a source of additional revenue and institutional advancement.

It is further understood and agreed that there needs to be a working relationship between the RTI Sales Office and the college’s business and industry liaison office(s) whereby RTI marketing material is presented to contacted employers by the college liaison and college marketing material is presented to contacted employers by RTI sales personnel.

Still further, it is understood and agreed that in addition to the monthly meetings of the Executive Director and the college Presidents and the college business and industry liaison (s), RTI will provide weekly electronic updates on employers contacted, purpose of the meeting and outcome of the meeting. The colleges will likewise provide RTI with weekly electronic college updates of business and industry contact information.

a. **REFERRALS AND LEADS**

The colleges understand and agree that these business and industry outreach efforts also serve as a source for identifying fee-based, not-for-credit contract education opportunities and that RTI serves as the District's "principal point of contact and administration" for all not-for-credit workforce development and economic development efforts with Contra Costa County business and industry partners.

Therefore it is agreed and acknowledged that the college business and industry liaison shall refer all requests/inquiries for fee-based, not-for-credit contract education programs to RTI's Senior Key Accounts Manager's Office. Such referrals shall be known as "leads."

b. **AN INCOME PARTICIPATION PROGRAM**

College "leads" that result in fully executed contracts for RTI (requiring RTI to design and deliver a customized training program and/or services) qualify to participate in the income generated from that contract as follows:

- For Contracts under \$200,000
 - 60% of the contract proceeds will go to RTI as an operating expense calculation.
 - Of the 40% that remains of the contract proceeds the following split between RTI and the referring college shall apply:
 - ☐ 65% of these proceeds shall remain with RTI; and
 - ☐ 35% of these proceeds shall go to the college responsible for generating the "lead."
- For Contracts over \$200,000
 - 60% of the contract proceeds will go to RTI as an operating expense calculation.
 - Of the 40% that remains of the contract proceeds the following split between RTI and the referring college shall apply:
 - ☐ 58% of these proceeds shall remain with RTI; and
 - ☐ 42% of these proceeds shall go to the college responsible for generating the "lead."

(over)

It is understood and agreed that RTI will generate fully executed contracts with Contra Costa County employers that do not derive from college referrals. Proceeds from these contracts shall be subject to an agreement between the District and RTI whereby 80% of all remaining income shall remit to the District and 20% to RTI.

- This program shall be executed in a period of not longer than 3 years commencing January 2002; and
- The Chancellor, the College Presidents and the Executive Director shall determine the distribution of the District's portion of these proceeds for the benefit of the District.

c. ECONOMIC DEVELOPMENT GRANTS

Currently, all of the colleges have economic development grant activity. A review of the colleges' existing economic development grant programs reveals that the colleges have used these funds primarily for new for-credit program development.

RTI will pursue economic development grant activity. In contrast to the colleges, RTI will target its efforts exclusively on providing not-for-credit pre- and post-employment training, as well as small business development programs and services to Contra Costa County employers. RTI will collaborate with the colleges to bring a "value-added" approach to college-generated economic development grant activity.

6. APPROVALS

Approval Date: May 8, 2002

Regional Training Institute Board of Directors

| | |
|-----------------------|---|
| John Troughton, Chair | Mark Edelstein, DVC President |
| Mary Ann Acosta | Charles Spence, Chancellor |
| Keith Archuleta | John Hendrickson, Vice Chancellor, Finance & Administration |
| Linda Best | Elmer Bugg, Executive Director |
| Ron Wetter | |

FACILITY USAGE MEMORANDUM OF UNDERSTANDING

1. Parties

The Contra Costa Community College District Regional Training Institute (RTI) and Diablo Valley College (DVC).

2. Purpose

This Memorandum of Understanding provides for the use of the building leased by the Contra Costa Community College District located at 1250 Arroyo Way, Walnut Creek, California.

3. Term

The parties agree, effective January 6, 2002 through June 30, 2007, to the terms described below.

4. Common Responsibilities

RTI and DVC agree to cooperate in the most efficient use of the facility to serve the interests of RTI and DVC, with the understanding that RTI is the primary tenant of said premises. The Contra Costa Community College District has entered into a ten-year lease with renewal and purchase options for the facility. The facility will serve as the principal office for the RTI and its operations and pursuant to the terms of this MOU, RTI will make classrooms available for DVC to hold for-credit instruction. The facility will provide for a DVC Walnut Creek area instructional site.

Both parties are responsible to provide any administrative or clerical support necessary for their respective functions occurring at the facility. Each party will provide supplies for instructors and other materials needed to fulfill their respective responsibilities. Where mutually agreed, space, equipment, and services will be shared.

5. RTI Responsibilities

RTI will be responsible for the day-to-day management of the facility, excluding the oversight and support of DVC instructional requirements. The RTI will enter into contracts for utility, custodial, mechanical repair, and other services necessary for the operation of the facility. The RTI will directly pay for contracted services and, where appropriate, will pass along incurred charges to the District or DVC.

The RTI will further be responsible for all facility usage including identification and recommendation to the District for any sub-lease tenants, business and community use of facility meeting and classrooms, RTI classroom training needs, and administrative space.

6. DVC Responsibilities

DVC will collaborate with RTI to support effective management of the facility and will contribute a pro-rata amount for interior space remodel.

DVC will provide to RTI the schedule of classes consistent with section seven. DVC will directly arrange for instructors and day and evening administrative support to provide the courses scheduled and to minimize any impact on RTI staff.

7. Facility Usage

RTI will provide DVC with classroom space for the following schedule of DVC classes:

- ▶ 4 classrooms from 6:30 p.m. - 9:45 p.m., Monday through Thursday
- ▶ 4 classrooms from 8:00 a.m. - 6:00 p.m. on Saturday

DVC facility usage for the above schedule will continue for a five-year period ending June 30, 2007.

8. Amendments

This agreement may be modified only by the mutual agreement of the parties. Said agreement shall be in writing and amended to this original document.

9. District Responsibility

The District retains the authority pursuant to the facility lease agreement with facility owner and as provided by law, to terminate the lease agreement and any or all sections of this MOU.

10. Signatures

Signature below attests to agreement to this Memorandum of Understanding for usage of the District-leased facility located 1250 Arroyo Way, Walnut Creek and the staffs of the respective parties will be directed to adhere to its provisions.

Elmer A. Bugg, Jr.
Executive Director, Regional Training Institute

Date

Mark G. Edelstein
President, Diablo Valley College

Date