



**Board of Trustees - Regular Meeting  
Board of Trustees Governance Committee,  
Teaching and Learning Committee, Planning and  
Operations Committee, Facilities Committee and  
Resources Committee  
Tuesday, August 06, 2013 6:00 PM  
Riverside City College, Bradshaw Building-Hall of  
Fame, 4800 Magnolia Avenue, Riverside, CA  
92506**

**ORDER OF BUSINESS**

**Pledge of Allegiance**

Anyone who wishes to make a presentation to the Board on an agenda item is requested to please fill out a "REQUEST TO ADDRESS THE BOARD OF TRUSTEES" card, available from the Public Affairs Officer. However, the Board Chairperson will invite comments on specific agenda items during the meeting before final votes are taken. Please make sure that the Secretary of the Board has the correct spelling of your name and address to maintain proper records. Comments should be limited to five (5) minutes or less.

Anyone who requires a disability-related modification or accommodation in order to participate in any meeting should contact the Chancellor's Office at (951) 222-8801 as far in advance of the meeting as possible.

Any public records relating to an open session agenda item that is distributed within 72 hours prior to the meeting is available for public inspection at the Riverside Community College District Chancellor's Office, Suite 210, 1533 Spruce Street, Riverside, California, 92507 or online at [www.rccd.edu/administration/board](http://www.rccd.edu/administration/board).

- I. COMMENTS FROM THE PUBLIC  
*Board invites comments from the public regarding any matters within the jurisdiction of the Board of Trustees. Due to the Ralph M. Brown Act, the Board cannot address or respond to comments made under Public Comment.*
- II. PUBLIC HEARING (NONE)
- III. CHANCELLOR'S REPORT
  - A. [Chancellor's Communications](#)  
*Information Only*
- IV. BOARD COMMITTEE REPORTS
  - A. Governance (None)
  - B. Teaching and Learning

1. [Agreement for Contract Education with International Rectifier Corporation](#)  
*The Committee to review the agreement for contract education with International Rectifier Corporation in the amount of \$298,652.*
  
2. [Agreement to Support Tutorial and Training for Physician Assistant Program with the Office of Statewide Planning and Development](#)  
*The Committee to review an agreement with the Office of Statewide Planning and Development in the amount of \$119,977.00.*
  
3. [Inter-Agency Agreement for the Middle College High School Program with Moreno Valley Unified School District](#)  
*The Committee to review the Agreement for the Middle College High School Program between Riverside Community College District, Moreno Valley College and Moreno Valley Unified School District in the amount of \$65,000.*
  
4. [Inter-Agency Agreement for Middle College High School Program with Val Verde Unified School District](#)  
*The Committee to review an agreement for the Middle College High School Program between Riverside Community College District, Moreno Valley College and Val Verde Unified School District in the amount of \$35,000.*
  
5. [Inter-Agency Agreement for the Moreno Valley College/Nuview Bridge Early College High School Program with Nuview Union School District](#)  
*The Committee to review an agreement for the Moreno Valley College/Nuview Bridge Early College High School Program between Riverside Community College District, Moreno Valley and Nuview Union School District in the amount of \$100,000.*

C. Planning and Operations (None)

D. Resources

1. [Updated List of Prequalified Firms for Furniture, Fixtures and Equipment \(FF&E\) Consulting Services](#)

*The Committee to review the updated list of prequalified furniture, fixtures and equipment consulting firms: HMC Architects, LPA Inc., NTD Architecture, and Pal Id Studio, Inc.*

2. [Budget Refinement for Student Services Building and Ancillary Projects Budget](#)

*The Committee to review a project budget refinement for the various components of Student Services Building and Ancillary Projects Budget, from the \$32 million total project budget.*

3. [Budget Augmentation for the Groundwater Monitoring Wells Compliance Project](#)

*The Committee to review a budget augmentation of \$417,600, for a project budget not to exceed \$517,660 for the groundwater monitoring wells compliance project.*

4. [Budget Augmentation for the District-wide Utility Infrastructure Upgrade Project](#)

*The Committee to review budget augmentation for the District-wide Utility Infrastructure Upgrade Project by \$500,000 for a total amount not to exceed \$7.5 million.*

E. Facilities (None)

V. OTHER BUSINESS (NONE)

VI. CLOSED SESSION (NONE)

VII. ADJOURNMENT



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[Agenda Item](#)

## Agenda Item (III-A)

Meeting 8/6/2013 - Committee/Regular Board

Agenda Item Chancellor's Report (III-A)

Subject Chancellor's Communications

College/District District

Information Only

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### Background Narrative:

Interim Chancellor will share general information to the Board of Trustees, including federal, state and local interests and District information.

Prepared By: Cynthia Azari, Interim Chancellor

### Attachments:



## Agenda Item (IV-B-1)

Meeting	8/6/2013 - Committee/Regular Board
Agenda Item	Committee - Teaching and Learning (IV-B-1)
Subject	Agreement for Contract Education with International Rectifier Corporation
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees approve the agreement for contract education with International Rectifier Corporation for the amount of \$298,652.

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### Background Narrative:

This agreement is part of a joint project with RCCD, Norco College and Mt San Jacinto Community College to provide International Rectifier Corporation with educational programs awarding academic credit based on a contractual agreement. This project was initiated at the request of International Rectifier Corporation to provide a fully accredited, Associate of Science degree with an Electronics concentration for its employees. Because International Rectifier is located in the Mt San Jacinto College District's service area, Mt San Jacinto College will provide the courses leading to units of credit for General Education requirements and Norco College will provide the courses for the Electronics requirements. Mt San Jacinto will make a separate agreement with International Rectifier for General Education courses that are directly transferrable to Norco College. When the general education courses are completed with a passing grade by the IR employees, they will transfer these units to Norco College. Once the general education and electronics requirements are completed, the students will petition to graduate with an AS degree in electronics from Norco College. The program will not receive apportionment and no FTEs will be added to the Norco College load. The contractual fees will cover the direct costs of instruction and administration. Attached also is a set of guidelines for contract education in this matter of for-credit, contract classes with the appropriate Education Code citations.

Prepared By: Ray Maghroori, Provost/Vice Chancellor, Educational Services  
John Tillquist, Associate Vice Chancellor, Economic Development  
Paul Parnell, President, Norco College

### Attachments:

[International Rectifier Agreement Guidelines for Contract Education](#)

**AGREEMENT FOR CONTRACT INSTRUCTION  
(CREDIT INSTRUCTION)**

Riverside Community College District on Behalf of Norco College, hereinafter referred to as "Contractor", and International Rectifier Corporation, hereinafter referred to as "Recipient," mutually agree as follows:

1. Contractor represents that it is a public post-secondary institution with the capability and the experience to provide services in the area of general education at the post-secondary level.
2. The Contractor will charge for the actual cost of the program, to include instruction, administrative costs and any other costs necessary to conduct the program. The cost of instruction could vary by college and by programs in accordance with California Education Code §78021(b).
3. Contractor represents that these classes are being provided in accordance with the California Education Code, §78020-78023.
4. Facilities for face-to-face classes will be provided by Recipient to conduct the program specified herein. They shall meet the requirements of state and local safety and health regulations during the term of the Agreement. The Contractor will provide the course management system for the online classes if needed.
5. Recipient and Contractor will honor the schedule of meeting times mutually agreed upon beginning August 2013 and not to exceed June 2016.
6. The location of the services shall be:

41915 Business Park Drive  
Temecula, CA 92590

7. For a fee not to exceed **\$298,652** Contractor shall provide two (2) cohorts of the following services:

The Contractor will provide For-Credit Classes as follows:

TWO COHORTS (UP TO 48 STUDENTS)			
<i>Course</i>	<i>Units</i>	<i># of Sections</i>	<i>Cost/section</i>
ELE-11, DC (Direct Current) Electronics 108 hours	4	2	19,722
ELE-13, AC (Alternating Current) Electronics 108 hours	4	2	19,722
ELE-25, Digital Techniques 108 hours	4	2	19,722
ELE-26, Microprocessors & Microcontrollers 108 hours	4	2	19,722
ELE-27, Technical Communications 54 hours	3	2	13,972
ELE-64, Programmable Logic Controllers 90 hours	3	2	18,372
ELE-23, Devices & Circuits 108 hours	4	2	19,722
ELE-28, Electronics CAD (Computer Aided Design) 90 hours	3	2	18,372
<b>Totals</b>	29		\$ 149,326
<b>Total Program Cost</b>			<b>\$298,652</b>

A similar class that meets the general education requirements can be substituted during the term of this contract if mutually agreed upon by both parties. Should Recipient require additional services in any of the above components, the fee shall be negotiated separately.

8. The instructor(s) shall be selected by the Contractor based on subject matter expertise and availability. Faculty will be selected in accordance with California Education Code §78022(a) which states:
 

“Faculty in all credit and noncredit contract education classes shall be selected and hired according to procedures existing in a community college district for the selection of instructors for credit classes.
9. The Instructor for Contractor agrees to take the International Rectifier, “Safety Awareness Training” that includes two parts: a 15 minute video (IRTM Overview Video) and a 16 minute on-line course (Awareness I: General Overview) prior to the start of any classes delivered at the International Rectifier site.
10. Instructors shall not enter the wafer fab manufacturing area.
11. All participants shall be under the direction and supervision of the instructor as specified herein.
12. All students selected by the Recipient must abide by the Acceptable Use Policies when utilizing the Contractor’s Course Management System. All students must take the Online Skills Assessment Workshop prior to the start of their first online class.

13. Students for all courses will only include employees of International Rectifier Corporation.
14. The Contractor will invoice the Recipient for the total cost of each course on the first day of class. The Recipient shall compensate the Contractor for the total cost of each course provided pursuant to this Agreement in the amount specified within forty-five (45) days following the receipt of an invoice from the Contractor for the services described herein.
15. The Contractor implies no guarantee that participants will receive credits and/or the Associate Degree based on course offerings. Participants must meet the academic requirements based on assigned coursework and examinations to earn the units of credit. Recipient will incur costs of instruction regardless of participant achievement.
16. Contractor will provide twelve laptop computers for use in the courses. Contractor will purchase licenses for electronics education software, install in the computers and provide this resource for the courses. This is included in the quoted cost of the program.
17. The Recipient will provide participants with all needed test equipment, laboratory space and consumables for this program.
18. Participants will purchase their own textbooks and ancillary technical tools required by the course.
19. Contractor represents that all operations of Contractor's business are and will continue to be conducted in compliance with Title VI and VII of the Civil Rights Act of 1964; Title IX of the Higher Education Act of 1972, the Privacy Rights of Parents and Students Act of 1974, and all applicable local, state and federal health and safety regulations.
20. Contractor shall indemnify, defend and hold Recipient harmless against any liability whatever arising from any negligent or willful acts or omissions of the Contractor or subcontractors participating or functioning in this training program and activities herein provided, to the extent provided by law.
21. Recipient shall indemnify, defend, and hold Contractor harmless against any liability whatever arising from any negligent or willful acts or omissions of Recipient's employees assigned directly to this training program and activities herein provided, to the extent provided by law.
22. The parties shall both provide proof of coverage of general liability insurance (including property) in the amount of \$1,000,000 per incident, \$3,000,000 aggregate, as well Workers' Compensation insurance in accordance with the requirements of the State of California.
23. The Contractor retains the right to cancel any class that is offered under this agreement no later than 10 days before the first meeting of the class. In the event that a course must be cancelled the Contractor will work with the Recipient to offer an appropriate substitute course or the next course in the established pattern so as not to disrupt the calendar for students in progress.



The Recipient retains the right to cancel the course that is offered under this agreement no later than 10 days before the first meeting of the class. If the course is canceled 10 days to 30 days prior to start of the course, 20% of the fee will be due.

If the Recipient cancels the course 9 days to 2 days prior to the course, it shall pay the College District 75 % of the Course Fee.

If the Recipient cancels the course 1 day before the course or later, 100% of the fee will be due.

A course may be rescheduled within 90 days of the original course date, with no penalty fee. All fees are due by the original due date.

21. This contract shall be governed in accordance with the laws of the State of California.

**CONTRACTOR**

RIVERSIDE COMMUNITY  
COLLEGE DISTRICT AND  
NORCO COLLEGE

**RECIPIENT**

International Rectifier  
CLIENT

BY: \_\_\_\_\_  
(Signature)

Aaron S. Brown  
Vice-Chancellor,  
Business and Financial  
Services

4800 Magnolia Avenue  
Riverside, CA 92506

BY: Rick Grasmann  
(Signature)

(Please print  
or type  
name and  
title) Gil Glass

41915 Business Park Drive  
Temecula, CA 92590

PHONE: \_\_\_\_\_

PHONE: (951) 375-5078

DATE: \_\_\_\_\_

DATE: 6/17/13

EIN:  
(Federal  
Employer  
Identification  
Number) 95-1528961

## **Guidelines for Contract Education at California Community Colleges**

*In the context of current economic and educational conditions in California, community colleges are getting requests for offering courses or programs through alternative channels. The information below is intended as a guideline to offering such courses or programs by CCC.*

1. A California community college may contract with a public or private entity, corporation, association, person or body, for the purposes of providing instruction, services, or both, by the College. This is contract education. **Ed Code §78021(a)**
2. Students can earn unit credits and, when applicable, receive certificates and degrees for work completed through contract education.  
**California Code of Regulations, Title 5, §55170**
3. The college will charge for the actual cost of the program, to include instruction, materials, books, administrative costs and any other costs necessary to conduct the program. The cost of instruction could vary by college and by programs.  
**Ed Code §78021(b)**
4. There is no set fee for administrative costs. That fee will be based on the program/training desired. The party contracting for the instruction or services must sign an agreement, which will outline the instruction/training to be provided, along with all costs necessary to provide the instruction/training.
5. Student enrollment fees do not apply to a contract education program if the entire cost of a course, including administrative costs, is paid by a public or private agency, corporation, or association with which the District contracts.  
**Ed Code §76300 (e) (3)**
6. Attendance of students in contract education programs shall not be included for purposes of calculating the FTES for apportionment to the District.  
**Ed Code §78021(c)**
7. Courses that are fully paid for by an employer do not need to be open to the public.
8. Faculty teaching credit and noncredit contract education classes shall be compensated in the same manner as comparable faculty in the regular, noncontract education program.

Faculty teaching not-for-credit contract education classes shall be compensated in the same manner as faculty in the regular, noncontract education program if the course meets the same standards as a course in the credit curriculum.  
**Ed Code § 78022 (b) and (d)**



## Agenda Item (IV-B-2)

Meeting	8/6/2013 - Committee/Regular Board
Agenda Item	Committee - Teaching and Learning (IV-B-2)
Subject	Agreement to Support Tutorial and Training for Physician Assistant Program with the Office of Statewide Planning and Development
College/District	Moreno Valley
Funding	Song-Brown Grant
Recommended Action	It is recommended that the Board of Trustees approve agreement with the Office of Statewide Planning and Development in the amount of \$119,977.00.

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### Background Narrative:

The Physician Assistant Program was awarded \$119,977.00 from the Office of Statewide Health Planning and Development (OSHPD) funds to assist the program with the cost of student support, program evaluation and the accreditation process. The term of the award is August 1, 2013 through September 15, 2014.

Prepared By: Sandra Mayo, President, Moreno Valley College  
Roslynn Byous, Director

### Attachments:

[Agreement 13-4084 July 16 2013](#)

AGREEMENT NUMBER <b>13-4084</b>
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME  
 Office of Statewide Health Planning and Development (OSHPD)

CONTRACTOR'S NAME  
 Riverside Community College District

2. The term of this Agreement is: 08-01-2013 through 09-15-2014  
 or upon DGS approval

3. The maximum amount of this Agreement is: \$119,977.00  
 One hundred nineteen thousand, nine hundred seventy-seven dollars and zero cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

- |  |            |
|--|------------|
| Exhibit A – Scope of Work  | 02 page(s) |
| Exhibit B – Budget Detail and Payment Provisions   | 02 page(s) |
| Exhibit C* – General Terms and Conditions  | GTC610     |
| Check mark one item below as Exhibit D:  |            |
| <input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) | 01 page(s) |
| <input type="checkbox"/> Exhibit - D* Special Terms and Conditions   |            |
| Exhibit E – Additional Provisions  | 04 page(s) |
| Attachment A   | 03 pages   |

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Riverside Community College District		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 4800 Magnolia Avenue Riverside, CA 92506		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME OSHPD		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 400 R Street, Suite 359, Sacramento, Ca 95811		

Exempt per:



**EXHIBIT A**

**SCOPE OF WORK**

1. Contractor agrees to the following:

- A. Under the direction of the Director of the Riverside County Regional Medical Center/Riverside College Physician Assistant Program use grant funds to support the needs of educationally disadvantaged students by implementing educational support services that will help students be successful.
- B. Budgeted personnel with anticipated duties:
  - 1. Faculty Tutors – Offer small group and one-on-one tutorial support for students who have been deemed at-risk based on their examination scores and practicum scores.
- C. Submission of a complete final report including data outcomes for the program within 30 days of the end of the contract year. (See Attachment A) for sample report.

2. OSHPD agrees to provide:

- A. The Program Director of the Physician Assistant Program, the current year's (08-01-2013 to 07-31-2014) master certification form and instructions by September 30<sup>th</sup> of the year.

Direct all contract inquiries to:

Requesting Agency: OSHPD	Contracting Agency: Riverside Community College District
Name: Manuela Lachica, Program Director	Name: Aaron S. Brown, Vice Chancellor, Business and Financial Services.
Phone: (916) 326-3752	Phone: (951) 222-8789
E-mail: <a href="mailto:manuela.lachica@oshpd.ca.gov">manuela.lachica@oshpd.ca.gov</a>	E-mail: <a href="mailto:aaron.brown@rccd.edu">aaron.brown@rccd.edu</a>

The project representatives during the term of this Agreement will be:

Requesting Agency: OSHPD	Training Program: Riverside County Regional Medical Center
Section/Unit: Healthcare Workforce Development Division (HWDD)	Section/Unit: Physician Assistant Program
Attention: Melissa Omand, Program Analyst	Attention: Roslynn S. Byous, DPA, PAC
Address: 400 R Street, Room 330 Sacramento, CA 95811	Address: 16130 Lasselle Street Moreno Valley, CA 92551
Phone: (916) 326-3753	Phone: (951) 571-6166
E-mail: <a href="mailto:melissa.omand@oshpd.ca.gov">melissa.omand@oshpd.ca.gov</a>	E-mail: <a href="mailto:Roslynn.byous@mvc.edu">Roslynn.byous@mvc.edu</a>

**EXHIBIT B**

The OSHPD shall reimburse the Contractor for the expenses incurred in providing the services outlined in Exhibit A in accordance with the following schedule:

**CONTRACT YEAR: 08-01-2013 to 07-31-2014****PERSONNEL SERVICES:****Total Reimbursement  
Not to Exceed:**

Faculty Tutors  
Salary & Benefits

\$40,530

**OPERATING EXPENSES:**

Office and instructional supplies, copying,  
Printing and any other items needed to run  
Program

\$8,100

**MAJOR EQUIPMENT:**

2 Apple iPads with Wi-Fi,  
Cell 32Gb @ \$730 each

\$1,460

Recorders for Examination Preparation  
6 @ \$600.00 each

\$3,600

**OTHER COSTS:**

2 iPads monthly fee  
(\$30 each x 1 yr)

\$1,440

Third Party Evaluator  
Assist with development and analyze  
For program enhancement

\$46,560

Exam Preparation

\$8,000

Simulation Training

\$1,400

Indirect Costs (8% maximum)

\$8,887

**Total for Contract Year: 08-01-2013 to 07-31-2014****\$119,977**

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**Payment**

- A. For services satisfactorily rendered in accordance with the Scope of Work, Exhibit A and upon receipt and approval of the quarterly certifications as specified in this Article, Item C, OSHPD agrees to compensate Riverside Community College District for actual expenditures incurred in accordance with the rates specified in Exhibit B, page 1 of 2.
- B. Budget modifications consist of a change within the approved budget that does not amend the amount or the term of the contract. Contractors may only request one (1) budget modification per fiscal year. Revised budget pages are required and must reflect the proposed budget modification. With the exception of the personnel services category, a transfer of funds up to 15% of the contract is permissible across each budget category (i.e., operating expenses, major equipment, and other costs) with notification to the OSHPD. Transfers of funds between the personnel services category and any other budget category will require a budget modification and contract amendment.
- C. Semester certifications shall include the Contract Number, expenditures for the quarter and a certification by the Director of the Physician Assistant Program (original signature) that each expenditure is true and correct under the terms of this Agreement. These documents shall be submitted for payment on a semester basis in arrears to:

Melissa Omand, Program Analyst  
Song-Brown Training Program  
Office of Statewide Health Planning and Development  
400 R Street, Room 330  
Sacramento, CA 95811

- D. OSHPD will withhold the final semester payment due to the Contractor under this Contract until all required reports are submitted to OSHPD and approved. OSHPD will notify the contractor of approval in writing.

**Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, OSHPD shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Contract and Contractor shall not be obligated to perform any provisions of this Contract.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, OSHPD shall have the option to either cancel this Contract with no liability occurring to OSHPD, or offer a Contract amendment to Contractor to reflect the reduced amount



**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

**1. RESOLUTION OF CONTRACT DISPUTES:**

Any dispute arising under this agreement, which cannot be resolved at the State Program Administrator level nor at the Director's level of the Department (OSHPD) signing this contract may be submitted to non-binding arbitration after the following process, has been completed:

- (A) The Contractor first discusses a problem informally with the Family Physician Training Act Administrator. If unresolved, the problem shall be presented as a grievance to the Deputy Director, Healthcare Workforce Development Division, in writing, stating the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought.
- (B) The Deputy Director shall make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor and shall respond in writing to the Contractor indicating the decision and reasons for it.
- (C) Should the Contractor find the Deputy Director's decision an unacceptable one, a letter shall be sent to the Director within ten (10) working days of receipt of the Deputy Director's decision. The Director or designee shall meet with the Contractor within twenty (20) working days of receipt of the Contractor's letter. Should the Contractor disagree with the Director's decision, the Contractor and Director may agree to submit the matter to non-binding arbitration.

**2. POTENTIAL SUBCONTRACTORS**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the act and omissions of its subcontractors and of persons either directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any contractor.

**3. TRAVEL**

All travel and per diem expenses will be reimbursed in accordance with Department of Personnel Administration rules and regulations governing excluded employees. These rules may be viewed at <http://www.dpa.ca.gov/personnel-policies/travel/rules-for-excluded-employees.htm>

**4. EQUIPMENT PURCHASE**

Per State Contracting Manual (7.29), title to any equipment purchased or built with state funds will vest in the state.

EXHIBIT E

**ADDITIONAL PROVISIONS**

**1. Primary Care Physician Assistant Standards Adopted by the California Healthcare Workforce Policy Commission on May 13, 1998.**

- I. Each Primary Care Physician Assistant Training Program approved for funding under the Song-Brown Health Care Workforce Training Act (hereinafter "the Act") shall, prior to the initiation of training and the transfer of State funds:
  - A. Meet the standards set forth by the Medical Board of California for the training of Assistants to the Primary Care Physician pursuant to Section 3500, Chapter 7.7, Division 2 of the Business and Professions Code and to Section 1399.500, Article 1-7, Division 13.8, Physician Assistant Examining Committee of the Medical Board of California, Title 16 of the California Code of Regulations.
- II. Each Primary Care Physician Assistant Training Program approved for funding under the Act shall include a component of training in medically underserved multi-cultural communities, lower socioeconomic neighborhoods, or rural communities, and shall be organized to prepare Primary Care Physician Assistants for service in such neighborhoods or communities.
- III. Appropriate strategies shall be developed by each training institution receiving funds under the Act to encourage Primary Care Physician Assistants who are trained in the training program funded by the Act to enter into practice in areas of unmet priority need for primary care family physicians within California as defined by the California Healthcare Workforce Policy Commission (hereinafter referred to as "areas of need"). Such strategies shall incorporate the following elements:
  - A. An established procedure to identify, recruit, and admit primary care physician assistant trainees who possess characteristics which would suggest a predisposition to practice in areas of need, and who express a commitment to serve in areas of need.
  - B. An established counseling and placement program designed to encourage training program graduates to enter practice in areas of need.
  - C. A program component such as a preceptorship experience in an area of need, which will enhance the potential of training program graduates to practice in such an area.

EXHIBIT E

**2. Contract Criteria Adopted by the California Healthcare Workforce Policy Commission on February 16, 2000.**

I. Contract Awards

- A. Each contract entered into, pursuant to the Song-Brown Health Care Workforce Training Act, Health and Safety Code, Sections 128200, et., (hereinafter "the Act"), shall be based on the recommendation of the California Healthcare Workforce Policy Commission to the Director of the Office of Statewide Health Planning and Development recorded in the Healthcare Workforce Policy Commission official minutes.
- B. Each contract shall be for a purpose authorized by the California Healthcare Workforce Policy Commission Standards for Primary Care Physician Assistant Programs.
- C. No contracts shall provide for indirect costs in excess of 8% of the amount of total expenditures under the contract.
- D. Each contract shall be between the Office of Statewide Health Planning and Development and a Contractor authorized to apply for funds by the California Healthcare Workforce Policy Commission Standards for Primary Care Physician Assistant Training Programs.

E. Purpose for Which Contract Funds May be Expended

- 1. Contract funds may be expended for any purpose which the training institution judges will most effectively advance the education of Primary Care Physician Assistant students, but may not be expended for any purpose specifically prohibited by State law, by these contract criteria, or by the contract with the training institution.
- 2. Contract funds may be used for expenses incurred for the provision of training, including faculty and staff salaries, necessary alterations and renovations, and supplies and travel directly related to the training program.
- 3. Contract funds may be used for new construction only when such construction is specifically provided for in the contract

II. Contract Terms

- A. Funds must be expended during such months and in accordance with such provisions as are provided in the contract, which shall be in accordance with recommendations of the California Healthcare Workforce Policy Commission.
- B. Each Contract shall specify the total amount allowable under the Contract and allowable in each budget category authorized under the Contract, and shall be in accordance with recommendations of the California Healthcare Workforce Policy Commission.

**EXHIBIT E****III. Accounting Records and Audits****A. Accounting**

Accounting for contract funds will be in accordance with the education institution's accounting practices based on generally accepted accounting principles consistently applied regardless of the source of funds. Supporting records must be in sufficient detail to show the exact amount and nature of expenditures.

Training institutions may elect to commingle capitation funds received under the Act with any other income available for operation of the primary care nurse practitioner training program provided that the institution maintains such written fiscal control and accounting procedures as are necessary to assure proper disbursement of, and accounted for, such commingled funds, including provisions for:

1. The accurate and timely separate identification of funds received under the Act.
2. The separate identification of expenditures prohibited by the contract criteria.
3. An adequate record of proceeds from the sale of any equipment purchased by funds received under the Act.

**B. Record Retention and Audit**

1. The education institution shall permit the Director of the Office of Statewide Health Planning and Development, or the Auditor General, or the State Controller, or their authorized representatives, access to records maintained on source of income and expenditures of its nursing education program for the purpose of audit and examination.
2. The education institution shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.

**EXHIBIT E**

3. The education institution agrees to make available at the office of the education institution at all reasonable times during the period set forth in subparagraph 4 below any of the records for inspection, audit or reproduction by an authorized representative of the State.
4. The education institution shall preserve and make available its records (a) for a period of three (3) years from the date of final payment under this contract, and (b) for such longer period, if any, as is required by applicable statute, by any other clause or this subcontract, or by subparagraph a or b below:
  - a. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.
  - b. Records which relate to (1) litigation of the settlement of claims arising out of the performance of this contract, or (2) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the education institution until disposition of such appeals, litigation, claims, or exceptions.
5. Except for the records described in subparagraph 4 above, the education institution may in fulfillment of its obligation to retain the records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of the two (2) years following the last day of the month or reimbursement to the education institution of the invoice or voucher to which such records relate, unless a charter person is authorized by the State or its duly authorized representatives

**ATTACHMENT A****Base Funding - Final Report**

- This form is a **SAMPLE**
- The original will be available for download on August 1, 2014.
- Download form at: <http://www.oshpd.ca.gov>

As stated in your contract, Exhibit A, Section C, a final report including data outcomes is due at the end of the contract period.

<b>Program Student Information</b>	
How many students were enrolled in your PA program during the term of your contract XX-XXXX	
How many students graduated from the PA program during the term of your contract?	
If there were students that did not graduate during this period, how many are currently enrolled?	
Of those students that graduated during the contract period, how many have taken positions in Areas of Unmet Need?	
How many students were directly supported with the funding you received through contract XX-XXXX	

1. Provide a brief overview of your programs successes and/or challenges in meeting the objectives stated in your proposal.
2. If there were student(s) that withdrew from the program, please cite the reason(s) for withdrawal.
3. What accomplishments in your program demonstrate success in further advancement of the goals cited in Section 128230 of the Song-Brown Act?
4. Using the form provided on the following page provide an accounting of how contract funds have been spent.

**ATTACHMENT A**

**CONTRACT YEAR: 08-01-2013 to 07-31-2014**

<b>PERSONNEL SERVICES:</b>	<b>*BUDGET</b>	<b>ACTUAL EXPENDITURES</b>	<b>EXPLANATION</b>
Faculty Tutors			
<b>OPERATING EXPENSES:</b>			
Office and Instructional Supplies			
<b>MAJOR EQUIPMENT:</b>			
2 Apple iPads with Wi-Fi			
6 Recorders for Examination Preparation			
<b>OTHER COSTS:</b>			
2 iPads monthly fee			
Third Party Evaluation			
Exam Preparation			
Simulation Training			
Indirect costs			
<b>Contract Year 2013 -2014 Sub-Total</b>			

\*Includes any requested re-budgets

**ATTACHMENT A**

5. Please provide the following information:

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Program Director Name	Degrees	Title of Position
-----------------------	---------	-------------------

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Mailing Address (Organization, Street, City, State, Zip Code)

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E-Mail Address	Telephone No.	FAX Number
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**CERTIFICATION AND ACCEPTANCE (Please sign report in blue ink):**  
**I, the undersigned, certify that the statements herein are true and complete to the best of my knowledge:**

---

Program Director







## Agenda Item (IV-B-3)

Meeting	8/6/2013 - Committee/Regular Board
Agenda Item	Committee - Teaching and Learning (IV-B-3)
Subject	Inter-Agency Agreement for the Middle College High School Program with Moreno Valley Unified School District
College/District	Moreno Valley
Funding	Moreno Valley Unified School District
Recommended Action	It is recommended that the Board of Trustees approve the Agreement for the Middle College High School Program between Riverside Community College District, Moreno Valley College and Moreno Valley Unified School District in the amount of \$65,000.

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### Background Narrative:

Moreno Valley College's Middle College High School Program (MCHS) was established in 1999 through a partnership with Moreno Valley Unified School District. Under the MCHS grant's objectives for continued funding, it is required that the program apply for a high school code. However, after a review of this high school code requirement, all parties involved declared an interest to pursue an alternative approach that would institutionalize the parties' commitment to the Middle College High School Program. An institutional commitment will strengthen the MCHS program relationships and support the achievement of the improved educational success of students while in high school and enhance readiness for college. The educational success and college preparedness of students will serve the interest of both students and the community. Upon approval by both Districts' Board of Trustees, the Moreno Valley Unified School District will contribute sixty-five thousand dollars (\$65,000) to Moreno Valley College to support the MCHS program. The initial term of the agreement shall be from July 1, 2013 to June 30, 2014.

Prepared By: Sandra Mayo, President, Moreno Valley College  
Greg Sandoval, Vice President, Student Services

### Attachments:

[Inter-Agency Agreement with MVUSD 7 17 13](#)

## INTER-AGENCY COOPERATION AGREEMENT

THIS AGREEMENT is entered into this 20<sup>th</sup> day of August 2013, by and between Riverside Community College District, on Behalf of Moreno Valley College, ("College") and the Moreno Valley Unified School District ("District"), both located in the City of Moreno Valley and the County of Riverside.

### RECITAL

WHEREAS, both the College and the District have a common interest in improving the educational success of students;

WHEREAS, improving the educational success of students while in high school will lead to enhanced readiness for college;

WHEREAS, the educational success and college preparedness of students will serve the interest of both students and the community;

### I. TERMS OF THE AGREEMENT

NOW THEREFORE, College and District agree as follows:

- A. The College will offer the Middle College High School program to the District's eligible 11<sup>th</sup> and 12<sup>th</sup> grade high school students. The Parties desire to cooperate in the planning, development, and implementation of a middle college high school program that would provide high school students the opportunity to complete their high school diploma and transfer sequentially or directly to a two or a four-year college. It is hoped that recruitment efforts will bring together a student population that is reflective of the District. Program emphasis will be based on a strong liberal arts and sciences foundation appropriate to a general high school curriculum. Enhanced basic skills remediation, as well as subject-specific skills building, will be available.
- B. **Governance:** All District Middle College students receiving college credits from the College are governed by the policies and procedures applicable to students, instructional procedures, academic standards and course offerings, whether courses are offered at the college campus, at off-campus sites or in any other venue.
- C. **Staffing:** The District will maintain a designated College Liaison, a full time high school Counselor and a full time high school English Teacher. The District's College Liaison will provide support and guidance to the Middle College Administrator and participate in the Middle College High School Consortium Team. The high school Counselor will provide academic, social and personal counseling to all Middle College students. The English Teacher will provide academic instruction to Middle College students in English 3 and Multicultural Literature (English 4). In addition, both the high school Counselor and the English Teacher will participate in the Middle College Recruitment Committee, weekly student meetings (House meetings), and Team Meetings. The College will



provide an assigned college administrator, who will be responsible for communication and coordination of program operations.

- D. **Instructional Calendar:** The Middle College High School program calendar will be aligned with the RCCD/College calendar, independent of the District calendar.
- E. **Accuplacer:** The College agrees to administer the assessment (Accuplacer) placement exam for District Middle College students in the spring term of each calendar year. The District will pay for Assessment Placement (Accuplacer) exam costs.
- F. **Registration:** The District Middle College students will follow the college's matriculation process including application, assessment, orientation, and registration. The Middle College High School program will place no more than 5 students in any one college class section, consistent with past and current practices. All courses are available for District Middle College students, excluding Anatomy & Physiology and Microbiology. Enrollment to a Guidance 48 classes per summer term will be offered.
- G. **Tuition and Costs:** District Middle College students will be exempt from mandatory enrollment fees (however students will be responsible for student health and student services fees). The District will be responsible for the cost of books and other instructional expenses.
- H. **Professional Development:** The College will provide necessary training regarding matriculation and degree requirements to College Liaison and High School Counselor.
- I. **Facilities:** The College agrees to provide facilities on the Moreno Valley campus for college courses that will be taken by District Middle College students. District Middle College students will be granted equal access to all College facilities consistent with any College student. District Middle College students enrolled in College courses will have access to all College services (i.e., library, tutoring, student ID cards, health services, etc.) The College will continue to provide to both the high school Counselor and English Science Teacher, a workstation which includes, but it is not limited to a computer, printer and phone.
- J. **Discipline:** Matters of discipline will be handled cooperatively between the College and the District. The District agrees students with discipline issues will be dismissed from Middle College and returned to their high school of residency.
- K. An advisory committee will be established to make sure that facility, equipment, and operational plans are pursued, and in tandem with the development of curricula by high school and college faculty. Since the concept of the Middle College High School program is predicated on the seamless transition from high school through college, the Middle College High School program calendar will be aligned with the College academic calendar, as feasible. There will be an annual review of the agreement between the College and the District.



- L. The District will contribute sixty-five thousand dollars (\$65,000) for the academic year 2013/2014 to support the Middle College High School program. In return, it is anticipated that up to seventy District students will be served by the Middle College High school Program.
  
- M. The initial term of this agreement shall be from July 1, 2013 to June 30, 2014, with the option to renew the agreement for additional year periods upon written agreement of the parties in the form of an Amendment. Either party may terminate this agreement without cause with 60 days' written notice to the other party. Any District students currently participating in the program at the effective date of termination will be allowed to continue through the completion of that College semester.

## **II. INDEMNIFICATION/INSURANCE**

The parties mutually agree and understand that, during the terms of this Agreement:

- A. the College will indemnify, defend and hold harmless the District and its Trustees, officers, employees, students and agents, individually and collectively, from and against all claims, liabilities, obligations and causes of action, of whatever kind, arising in any manner whatsoever, arising out of, or in connection with its performance of this agreement for the active negligence and willful acts or omissions of College's Trustees, officers, employees, students and agents.
- B. the District will indemnify defend and hold harmless the College and its Trustees, officers, employees, students and agents, individually and collectively, from and against all claims, liabilities, obligations and causes of action, of whatever kind, arising in any manner whatsoever, arising out of, or in connection with its performance of this agreement for the active negligence and willful acts or omissions of District's Trustees, officers, employees, students and agents.
- C. the parties will provide each other with a Certificate of Insurance, evidencing general liability coverage in the amount of at least \$1,000,000 per incident and \$3,000,000 in the aggregate, as well as workers' compensation coverage for its employees in amounts required by the State of California. Each party will name the other as an additional insured on their Certificate of Insurance.

## **III. MISCELLANEOUS PROVISIONS**

This Agreement constitutes the complete understanding of the parties regarding the matters to which it refers, and incorporates all prior oral agreements in contemplation of this written Agreement. This written Agreement contains all the relevant understandings between the parties.

This Agreement will be governed by and construed in accordance with the laws of the State of California.

The parties shall not discriminate against any person in the provision of services, or employment of persons on the basis of ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race, color, ancestry, genetic information, sexual orientation, physical or mental disability, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law. The parties understand that harassment of any student or employee of the other party with regard to ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race, color, ancestry, genetic information, sexual orientation, physical or mental disability, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law is strictly prohibited.

*In witness whereof* the parties have executed the Agreement as of the date and year indicated.

Riverside Community College District, on Behalf of Moreno Valley College

By \_\_\_\_\_

Sandra L. Mayo, Ed. D., President

\_\_\_\_\_ Date

Moreno Valley Unified School District

By \_\_\_\_\_

Judy D. White, Ed. D., Superintendent

\_\_\_\_\_ Date





## Agenda Item (IV-B-4)

Meeting	8/6/2013 - Committee/Regular Board
Agenda Item	Committee - Teaching and Learning (IV-B-4)
Subject	Inter-Agency Agreement for Middle College High School Program with Val Verde Unified School District
College/District	Moreno Valley
Funding	Val Verde Unified School District
Recommended Action	It is recommended that the Board of Trustees approve the agreement for the Middle College High School Program between Riverside Community College District, Moreno Valley College and Val Verde Unified School District in the amount of \$35,000.

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### Background Narrative:

Moreno Valley College's Middle College High School Program (MCHS) was established in 1999 through a partnership with Val Verde Unified School District. Under the MCHS grant's objectives for continued funding, it is required that the program apply for a high school code. However, after a review of this high school code requirement, all parties involved declared an interest to pursue an alternative approach that would institutionalize the parties' commitment to the Middle College High School Program. An institutional commitment will strengthen the MCHS program relationships and support the achievement of the improved educational success of students while in high school and enhance readiness for college. The educational success and college preparedness of students will serve the interest of both students and the community. Upon approval by both Districts' Board of Trustees, the Val Verde Unified School District will contribute thirty-five thousand dollars (\$35,000) to Moreno Valley College to support the MCHS program. The initial term of the agreement shall be from July 1, 2013 to June 30, 2014.

Prepared By: Sandra Mayo, President, Moreno Valley College  
Greg Sandoval, Vice President, Student Services

### Attachments:

[Inter-Agency Agreement with Val Verde USD 7 17 13](#)

## INTER-AGENCY COOPERATION AGREEMENT

THIS AGREEMENT is entered into this August 20<sup>th</sup> day of August 2013, by and between Riverside Community College District, on Behalf of Moreno Valley College, ("College") and the Val Verde Unified School District ("District"), both located in the City of Moreno Valley and the County of Riverside.

### RECITAL

WHEREAS, both the College and the District have a common interest in improving the educational success of students;

WHEREAS, improving the educational success of students while in high school will lead to enhanced readiness for college;

WHEREAS, the educational success and college preparedness of students will serve the interest of both students and the community;

### I. TERMS OF THE AGREEMENT

NOW THEREFORE, College and District agree as follows:

- A. The College will offer the Middle College High School program to the District's eligible 11<sup>th</sup> and 12<sup>th</sup> grade high school students. The Parties desire to cooperate in the planning, development, and implementation of a middle college high school program that would provide high school students the opportunity to complete their high school diploma and transfer sequentially or directly to a two or a four-year college. It is hoped that recruitment efforts will bring together a student population that is reflective of the District. Program emphasis will be based on a strong liberal arts and sciences foundation appropriate to a general high school curriculum. Enhanced basic skills remediation, as well as subject-specific skills building, will be available.
- B. **Governance:** All District Middle College students receiving college credits from the College are governed by the policies and procedures applicable to students, instructional procedures, academic standards and course offerings, whether courses are offered at the college campus, at off-campus sites or in any other venue.
- C. **Staffing:** The District will maintain a designated College Liaison and a full time high school Social Science Teacher. The District's College Liaison will provide support and guidance to the Middle College Administrator and participate in the Middle College High School Consortium Team. The Social Science Teacher will provide academic instruction to Middle College students in United States History, Government and Economics. In addition, the Social Science Teacher will participate in the Middle College Recruitment Committee, weekly student meetings (House meetings), and Team Meetings. The College will provide an assigned college administrator, who will be responsible for communication and coordination of program operations.



- D. Instructional Calendar:** The Middle College High School program calendar will be aligned with the RCCD/College calendar, independent of the District calendar.
- E. Accuplacer:** The College agrees to administer the assessment (Accuplacer) placement exam for District Middle College students in the spring term of each calendar year. The District will pay for Assessment Placement (Accuplacer) exam costs.
- F. Registration:** The District Middle College students will follow the college's matriculation process including application, assessment, orientation, and registration. The Middle College High School program will place no more than 5 students in any one college class section, consistent with past and current practices. All courses are available for District Middle College students, excluding Anatomy & Physiology and Microbiology. Enrollment to a Guidance 48 classes per summer term will be offered.
- G. Tuition and Costs:** District Middle College students will be exempt from mandatory enrollment fees (however students will be responsible for student health and student services fees). The District will be responsible for the cost of books and other instructional expenses.
- H. Professional Development:** The College will provide necessary training regarding matriculation and degree requirements to College Liaison.
- I. Facilities:** The College agrees to provide facilities on the Moreno Valley campus for college courses that will be taken by District Middle College students. District Middle College students will be granted equal access to all College facilities consistent with any College student. District Middle College students enrolled in College courses will have access to all College services (i.e., library, tutoring, student ID cards, health services, etc.) The College will continue to provide the high school Social Science Teacher a workstation which includes, but it is not limited to a computer, printer and a phone.
- J. Discipline:** Matters of discipline will be handled cooperatively between the College and the District. The District agrees students with discipline issues will be dismissed from Middle College and returned to their high school of residency.
- K.** An advisory committee will be established to make sure that facility, equipment, and operational plans are pursued, and in tandem with the development of curricula by high school and college faculty. Since the concept of the Middle College High School program is predicated on the seamless transition from high school through college, the Middle College High School program calendar will be aligned with the College academic calendar, as feasible. There will be an annual review of the agreement between the College and the District.



- L. The District will contribute thirty-five thousand dollars (\$ 35,000) for the academic year 2013/2014 to support the Middle College High School program. In return, it is anticipated that thirty-five District students will be served by the Middle College High school Program.
  
- M. The initial term of this agreement shall be from July 1, 2013 to June 30, 2014, with the option to renew the agreement for additional year periods upon written agreement of the parties in the form of an Amendment. Either party may terminate this agreement without cause with 60 days' written notice to the other party. Any District students currently participating in the program at the effective date of termination will be allowed to continue through the completion of that College semester.

## **II. INDEMNIFICATION/INSURANCE**

The parties mutually agree and understand that, during the terms of this Agreement:

- A. the College will indemnify, defend and hold harmless the District and its Trustees, officers, employees, students and agents, individually and collectively, from and against all claims, liabilities, obligations and causes of action, of whatever kind, arising in any manner whatsoever, arising out of, or in connection with its performance of this agreement for the active negligence and willful acts or omissions of College's Trustees, officers, employees, students and agents.
- B. the District will indemnify defend and hold harmless the College and its Trustees, officers, employees, students and agents, individually and collectively, from and against all claims, liabilities, obligations and causes of action, of whatever kind, arising in any manner whatsoever, arising out of, or in connection with its performance of this agreement for the active negligence and willful acts or omissions of District's Trustees, officers, employees, students and agents.
- C. the parties will provide each other with a Certificate of Insurance, evidencing general liability coverage in the amount of at least \$1,000,000 per incident and \$3,000,000 in the aggregate, as well as workers' compensation coverage for its employees in amounts required by the State of California. Each party will name the other as an additional ensured on their Certificate of Insurance.

## **III. MISCELLANEOUS PROVISIONS**

This Agreement constitutes the complete understanding of the parties regarding the matters to which it refers, and incorporates all prior oral agreements in contemplation of this written Agreement. This written Agreement contains all the relevant understandings between the parties.

This Agreement will be governed by and construed in accordance with the laws of the State of California.



The parties shall not discriminate against any person in the provision of services, or employment of persons on the basis of ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race, color, ancestry, genetic information, sexual orientation, physical or mental disability, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law. The parties understand that harassment of any student or employee of the other party with regard to ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race, color, ancestry, genetic information, sexual orientation, physical or mental disability, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law is strictly prohibited.

*In witness whereof* the parties have executed the Agreement as of the date and year indicated.

Riverside Community College District, on Behalf of Moreno Valley College

By \_\_\_\_\_

Sandra L. Mayo, President

\_\_\_\_\_

Date

Val Verde Unified School District

By \_\_\_\_\_

Juan M. Lopez, Superintendent

\_\_\_\_\_

Date



## Agenda Item (IV-B-5)

Meeting	8/6/2013 - Committee/Regular Board
Agenda Item	Committee - Teaching and Learning (IV-B-5)
Subject	Inter-Agency Agreement for the Moreno Valley College/Nuview Bridge Early College High School Program with Nuview Union School District
College/District	Moreno Valley
Funding	Nuview Union School District
Recommended Action	It is recommended that the Board of Trustees approve the agreement for the Moreno Valley College/Nuview Bridge Early College High School Program between Riverside Community College District, Moreno Valley and Nuview Union School District in the amount of \$100,000.

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### Background Narrative:

Moreno Valley College/Nuview Bridge Early College High School Program (NBECHS) was established in 2005 through a partnership between Moreno Valley College and Nuview Union School District for the period October 2005 through August 2010. This past year both parties held discussions to re-establish a formal partnership in serving high school students with college potential from the Nuview Union School District. The parties are committed to strengthening the NBECHS program relationships and support the achievement of the improved educational success of students while in high school and enhance readiness for college. The educational success and college preparedness of students will serve the interest of both students and the community. Upon approval by both Districts' Board of Trustees, the Nuview Union School District will contribute one hundred thousand dollars (\$100,000) to Moreno Valley College to support the NBECHS program. The initial term of the agreement shall be from July 1, 2013 through June 30, 2014.

Prepared By: Sandra Mayo, President, Moreno Valley College  
Greg Sandoval, Vice President, Student Services

### Attachments:

[Inter-Agency Agreement with Nuview Union SD 7 17 13](#)



## INTER-AGENCY COOPERATION AGREEMENT

THIS AGREEMENT is entered into this 20th day of August 2013, by and between Riverside Community College District, on Behalf of Moreno Valley College, ("College") and the Nu view Union School District ("District"), both located in the County of Riverside.

### RECITAL

WHEREAS, both the College and the District have a common interest in improving the educational success of students;

WHEREAS, improving the educational success of students while in high school will lead to enhanced readiness for college;

WHEREAS, the educational success and college preparedness of students will serve the interest of both students and the community;

### I. TERMS OF THE AGREEMENT

NOW THEREFORE, College and District agree as follows:

- A. The College will offer the Early College High School program to the District's eligible high school students. The Parties desire to cooperate in the planning, development, and implementation of a early college high school program that would provide high school students the opportunity to complete their high school diploma and transfer sequentially or directly to a two or a four-year college. It is hoped that recruitment efforts will bring together a student population that is reflective of the District. Program emphasis will be based on a strong liberal arts and sciences foundation appropriate to a general high school curriculum. Enhanced basic skills remediation, as well as subject-specific skills building, will be available.
- B. **Governance:** All District Early College students receiving college credits from the College are governed by the policies and procedures applicable to students, instructional procedures, academic standards and course offerings, whether courses are offered at the college campus, at off-campus sites or in any other venue.
- C. **Staffing:** The District will maintain a designated College Liaison. The District's College Liaison will provide support and guidance to the assigned college administrator and participate in the Early College High School Consortium Team. The College will provide an assigned college administrator, who will be responsible for communication and coordination of program operations.
- D. **Instructional Calendar:** The Early College High School program calendar will be aligned with the RCCD/College calendar, independent of the District calendar.



- E. **Accuplacer:** The College agrees to administer the assessment (Accuplacer) placement exam for District Early College students in the spring term of each calendar year. The District will pay for Assessment Placement (Accuplacer) exam costs.
- F. **Registration:** The District Early College students will follow the college's matriculation process including application, assessment, orientation, and registration. The Early College High School program will place no more than 5 students in any one college class section, consistent with past and current practices. All courses are available for District Early College students, excluding Anatomy & Physiology and Microbiology. Two sections of either Guidance 45 or 48 will be offered to District Early College students, for both the fall and spring semesters.
- G. **Tuition and Costs:** District Early College students will be exempt from mandatory enrollment fees (however students will be responsible for student health and student services fees). The District will be responsible for the cost of books and other instructional expenses.
- H. **Professional Development:** The College will provide necessary training regarding matriculation and degree requirements to College Liaison.
- I. **Facilities:** The College agrees to provide facilities on the Moreno Valley campus for college courses that will be taken by District Early College students. District Early College students will be granted equal access to all College facilities consistent with any College student. District Early College students enrolled in College courses will have access to all College services (i.e., library, tutoring, student ID cards, health services, etc.)
- J. **Discipline:** Matters of discipline will be handled cooperatively between the College and the District. The District agrees students with discipline issues of any type will not be given access to the College campus.
- K. An advisory committee will be established to make sure that facility, equipment, and operational plans are pursued, and in tandem with the development of curricula by high school and college faculty. Since the concept of the Early College High School program is predicated on the seamless transition from high school through college, the Early College High School program calendar will be aligned with the College academic calendar, as feasible. There will be an annual review of the agreement between the College and the District.
- L. The District will contribute one hundred thousand dollars (\$ 100,000) for the academic year 2013/2014 to support the Early College High School program. In return, it is anticipated that up to 240 District students will be served by the Early College High school Program, not including students enrolled in guidance courses at the College site.



- M. The initial term of this agreement shall be from July 1, 2013 to June 30, 2014, with the option to renew the agreement for additional year periods upon written agreement of the parties in the form of an Amendment. Either party may terminate this agreement without cause with 60 days' written notice to the other party with a pro-rated re-distribution of funds as appropriate. Any District students currently participating in the program at the effective date of termination will be allowed to continue through the completion of that College semester.

## **II. INDEMNIFICATION/INSURANCE**

The parties mutually agree and understand that, during the terms of this Agreement:

- A. The College will indemnify, defend and hold harmless the District and its Trustees, officers, employees, students and agents, individually and collectively, from and against all claims, liabilities, obligations and causes of action, of whatever kind, arising in any manner whatsoever, arising out of, or in connection with its performance of this agreement for the active negligence and willful acts or omissions of College's Trustees, officers, employees, students and agents.
- B. The District will indemnify defend and hold harmless the College and its Trustees, officers, employees, students and agents, individually and collectively, from and against all claims, liabilities, obligations and causes of action, of whatever kind, arising in any manner whatsoever, arising out of, or in connection with its performance of this agreement for the active negligence and willful acts or omissions of District's Trustees, officers, employees, students and agents.
- C. The parties will provide each other with a Certificate of Insurance, evidencing general liability coverage in the amount of at least \$1,000,000 per incident and \$3,000,000 in the aggregate, as well as workers' compensation coverage for its employees in amounts required by the State of California. Each party will name the other as an additional insured on their Certificate of Insurance.

## **III. MISCELLANEOUS PROVISIONS**

This Agreement constitutes the complete understanding of the parties regarding the matters to which it refers, and incorporates all prior oral agreements in contemplation of this written Agreement. This written Agreement contains all the relevant understandings between the parties.

This Agreement will be governed by and construed in accordance with the laws of the State of California.

The parties shall not discriminate against any person in the provision of services, or employment of persons on the basis of ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race, color, ancestry, genetic information, sexual orientation, physical or mental disability, or any characteristic listed or defined in

Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law. The parties understand that harassment of any student or employee of the other party with regard to ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race, color, ancestry, genetic information, sexual orientation, physical or mental disability, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law is strictly prohibited.

*In witness whereof* the parties have executed the Agreement as of the date and year indicated.

Riverside Community College District, on Behalf of Moreno Valley College

By \_\_\_\_\_

\_\_\_\_\_

Sandra L. Mayo, President

Date

Nu view Union School District

By \_\_\_\_\_

\_\_\_\_\_

David Pyle, Superintendent

Date





## Agenda Item (IV-D-1)

Meeting	8/6/2013 - Committee/Regular Board
Agenda Item	Committee - Resources (IV-D-1)
Subject	Updated List of Prequalified Firms for Furniture, Fixtures and Equipment (FF&E) Consulting Services
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees approve the updated list of prequalified furniture, fixtures and equipment consulting firms: HMC Architects, LPA Inc., NTD Architecture, and Pal Id Studio, Inc.

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### Background Narrative:

On November 7, 2012 the Board of Trustees approved four (4) firms to be included in the list of prequalified Furniture, Fixtures and Equipment (FF&E) consulting firms for District and College projects. The prequalified list included Dovetail Decision Consultants, Inc., HMC Architect, NTD Architecture, and Pal Id Studio, Inc.

In May 2013, Dovetail Decision Consultants, Inc. requested to be removed from the prequalified list. Subsequently, staff discovered an error had occurred that had inadvertently prevented LPA, Inc. from being considered when the original list was established. After reviewing LPA's statement of qualifications, it is recommended that LPA be included in the list of prequalified FF&E consulting firms.

Attached is the updated list of prequalified furniture, fixtures and equipment consulting firms.

Prepared By: Chris Carlson, Chief of Staff & Facilities Development  
Aaron Brown, Vice Chancellor, Business and Financial Services  
Majd Askar, Purchasing Manager

### Attachments:

[08062013\\_Updated FF&E Consulting Services List](#)

**Furniture, Fixtures and Equipment (FF&E) Consulting Services  
Updated List of Recommended Firms**

Firm

HMC Architects  
LPA Inc.  
NTD Architecture  
Pal Id Studio, Inc.

Location

Ontario  
Irvine  
San Diego  
Fullerton



## Agenda Item (IV-D-2)

Meeting	8/6/2013 - Committee/Regular Board
Agenda Item	Committee - Resources (IV-D-2)
Subject	Budget Refinement for Student Services Building and Ancillary Projects Budget
College/District	Riverside
Funding	College Measure C Funds
Recommended Action	It is recommended that the Board of Trustees approve a project budget refinement for the various components of Student Services Building and Ancillary Projects Budget, from the \$32 million total project budget.

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### Background Narrative:

At the April 17, 2012 Board of Trustees meeting, the Board considered and approved a Project Budget for a new Student Services Building and ancillary projects in the amount of \$32 million. While the report narrative outlined the elements of the project in generalities, a breakdown of scope and budget allocation of the \$32 million was not specified.

At this time, the outline of scope and project components are well understood and therefore budget allocation of the \$32 million can be presented and considered by the board. Earlier at the June 19, 2012 meeting, two of the ancillary project components were approved but the funding allocation provided needs to be adjusted; so providing an allocation for all six components of the \$32 million will assure budget allocation and compliance for the entire \$32 million. Each component will conform to its budget allocation to assure that all projects elements of the \$32 million overall project will be accomplished, as overall planned and budgeted.

Exhibit 1 (attached) denotes the six components that are included in the \$32 million Student Services Building and Ancillary Projects Budget, and are themselves refinements to the overall scope presented to the board in April 17, 2012 for the initial budget approval.

Prepared By: Wolde-Ab Isaac, Interim President, Riverside  
Charlie Wyckoff, Interim Vice President, Business Services, RCC  
Chris Carlson, Chief of Staff & Facilities Development  
John Baker, Interim-Director of Construction

### Attachments:

[Project Budget Breakdown for \\$32 Million](#)

Exhibit 1

**RIVERSIDE CITY COLLEGE: STUDENT SERVICES BUILDING PROJECT BUDGET**

<b>Project Component</b>	<b>Project Budget</b>
Student Services/Administration Building-Phase I	\$ 24,375,000
Student Services/Administration Building-Phase II	\$ 1,550,000
Lovekin Complex Portable Bldg Relocation/Grading	\$ 2,000,000
Lovekin Complex Tennis Courts	\$ 2,250,000
Lovekin Complex/Parking Structure Restriping	\$ 225,000
DL/LRC Grab-n-Go Café	\$ 1,600,000
<b>TOTAL</b>	<b>\$ 32,000,000</b>



## Agenda Item (IV-D-3)

Meeting	8/6/2013 - Committee/Regular Board
Agenda Item	Committee - Resources (IV-D-3)
Subject	Budget Augmentation for the Groundwater Monitoring Wells Compliance Project
College/District	Norco
Funding	Measure C Program Contingency Funds
Recommended Action	It is recommended that the Board of Trustees approve a budget augmentation of \$417,600, for a project budget not to exceed \$517,660 for the groundwater monitoring wells compliance project.

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### Background Narrative:

At the June 21, 2011 meeting, the Board of Trustees approved a tentative project budget in the amount of \$100,000 for the Ground Monitoring Wells disposition project at Norco College. Since approval of the tentative budget, Riverside Community College District (RCCD) has been working on a compliance plan and program with the Department of Toxic Substances Control (DTSC). Since tentative project budget approval, two of the three wells have been identified and re-established for testing, and the third testing well is also now operable. The remaining work the District has with DTSC is to prepare and complete the development of a Soils Management Plan, Operations and Maintenance Work Plan, and Land Use Covenant to be reviewed and accepted by DTSC; and to test and monitor the wells for a five-year period.

The funding from the initial tentative budget has been expended in support of the above-referenced activities and through invoices from DTSC that include charges incurred for their review and work. In order to cover DTSC invoices and the remaining work to be conducted to achieve compliance, it is necessary to augment the project budget from its tentative amount of \$100,000, to a budget not to exceed \$517,660. The attached exhibit outlines the expenditures, both incurred and planned, to bring this project to completion. This includes the services for monitoring the wells for the five year duration.

Prepared By: Paul Parnell, President, Norco College  
Beth Gomez, Vice President, Business Services (Norco)  
Chris Carlson, Chief of Staff & Facilities Development  
Calvin Belcher, Project Manager  
Bart Doering, Director, Construction

### Attachments:

[Norco Wells Project Funding Breakdown August 2013](#)

## Project Budget Norco Groundwater Monitoring

<b>Tentative Project Budget Approved (June 2011)</b>	<b>\$ 100,000.00</b>
<b>Dudek Costs:</b>	
Monitoring oversight	\$ 53,791.68
<b>Other Costs:</b>	
Field surveying, well reconstruction, asphalt removal/repair	\$ 14,105.00
<b>Department of Toxic Substance Control:</b>	\$ 24,657.58
<b>Subtotal</b>	<b>\$ 92,554.26</b>
<hr/> <hr/>	
<b>Compliance Cost</b>	
<b>DTSC</b>	
Plan(s) Review	\$ 20,000.00
DTSC Invoices	\$ 30,000.00
Land Use Covenant (LUC)	\$ 15,000.00
<b>Dudek:</b>	
Meetings and Negotiations with DTSC	\$ 15,000.00
Soil Management Plan	\$ 7,000.00
<b>Ground Water Monitoring</b>	
<b>DTSC</b>	
Testing Estimate, Annual Cost (\$4,797, est for 5 yrs)	\$ 23,985.00
Staff Costs, Annual Monitoring (\$25,736, est for 5 years)	\$ 128,675.00
<b>Dudek</b>	
Ground Water Sampling (\$22,800, est for 5 years)	\$ 114,000.00
<b>Project Contingency</b>	\$ 64,000.00
<b>Total Project Budget</b>	<b>\$ 517,660.00</b>



## Agenda Item (IV-D-4)

Meeting	8/6/2013 - Committee/Regular Board
Agenda Item	Committee - Resources (IV-D-4)
Subject	Budget Augmentation for the District-wide Utility Infrastructure Upgrade Project
College/District	Riverside
Funding	District Measure C Funds
Recommended Action	It is recommended that the Board of Trustees augment the budget for the District-wide Utility Infrastructure Upgrade Project by \$500,000 for a total amount not to exceed \$7.5 million

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### Background Narrative:

At the December 14, 2010 meeting the Board of Trustees approved the District-wide Utility Infrastructure Upgrade project and budget in the amount of \$7 million, utilizing District, centrally controlled Measure C fund. The project has included various components and phases, and at Riverside City College, the final phase of the District-wide Utility Infrastructure Upgrade Project is being undertaken with the 12kV campus loop upgrade. With bids and project costs, it is necessary to augment the total project budget, by \$500,000 to assure there is adequate funding to cover project bids, inspection services and project contingency. In addressing the upgrade and replacement of ageing infrastructure, having these funds allocated at this time should provide for prudent project delivery, while enhancing the campus infrastructure.

Prepared By: Chris Carlson, Chief of Staff & Facilities Development  
Wolde-Ab Isaac, Interim President, Riverside  
Charlie Wyckoff, Interim Vice President, Business Services, RCC  
Bart Doering, Director, Construction  
Calvin Belcher, Project Manager

### Attachments: