



**Board of Trustees - Regular Meeting
Tuesday, August 18, 2015 6:00 PM
Moreno Valley College, Student Academic
Services, General Assembly Room #121,
16130 Lasselle Street, Moreno Valley CA 92551**

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.

- I. COMMENTS FROM THE PUBLIC
Board invites comments from the public regarding any matters within the jurisdiction of the Board of Trustees. Pursuant to the Ralph M. Brown Act, the Board cannot address or respond to comments made under Public Comment.
- II. APPROVAL OF MINUTES
 - A. [Minutes of the Board of Trustees Regular/Committee Meeting of June 2, 2015](#)
Recommend approving the June 2, 2015 Board of Trustees Regular/Committee meeting minutes as prepared.
 - B. [Minutes of the Board of Trustees Regular Meeting of June 16, 2015](#)
Recommend approving the June 16, 2015 Board of Trustees Regular meeting minutes as prepared.
 - C. [Minutes of the Board of Trustees Special Meeting of June 29, 2015](#)
Recommend approving the June 29, 2015 Board of Trustees Special meeting minutes as prepared.
- III. PUBLIC HEARING (NONE)
- IV. CHANCELLOR'S REPORTS
 - A. [Chancellor's Communications Information Only](#)
 - B. [Presentation of Rank of Emeritus for 2015-2016 Information Only](#)

- C. [MV College Presentation: Middle College High School Program](#)
Information Only
- D. [Presentation on the Center for Social Justice and Civil Liberties](#)
Information Only
- E. [Healthcare Update](#)
Information Only
- F. [Future Monthly Committee Agenda Planner and Annual Master Planning Calendar](#)
Information Only
- V. STUDENT REPORT
 - A. [Student Report](#)
Information Only
- VI. CONSENT AGENDA ACTION
 - A. Diversity/Human Resources
 - 1. [Academic Personnel](#)
Recommend approving/ratifying academic personnel actions.
 - 2. [Classified Personnel](#)
Recommend approving/ratifying classified personnel actions.
 - 3. [Other Personnel](#)
Recommend approving/ratifying other personnel actions.
 - B. District Business
 - 1. [Purchase Order and Warrant Report – All District Resources](#)
Recommend approving/ratifying the Purchase Orders and Purchase Order Additions totaling \$10,707,454 and District Warrant Claims totaling \$21,403,189.
 - 2. Budget Adjustments (None)
 - 3. Resolution(s) to Amend Budget (None)
 - 4. Contingency Budget Adjustments (None)
 - 5. Bid Awards
 - a. [Purchase Science/Labware Supplies and Equipment Utilizing the U.S. Communities Government Purchasing Alliance Contract](#)
Recommend approving the purchase of science/labware supplies and equipment from Fisher Science Education, utilizing the U.S. Communities Government Purchasing Alliance contract through June 30, 2018.
 - b. [Purchase Food Products and Related Supplies Utilizing the U.S. Communities Government Purchasing Alliance Contract](#)
Recommend approving the purchase of food products and related supplies from Premier/U.S. Foodservice, utilizing the U.S. Communities Government Purchasing Alliance contract through June 30, 2017.
 - c. [Purchase of Information Technology Security Solutions Utilizing the National Cooperative Purchasing Alliance \(NCPA\) Contract](#)
Recommend approving the purchase of information technology security solutions from Secure Content Solutions, utilizing the National

- d. [Proposal to Award Furniture for the Culinary Arts Academy & District Office and Coil School for the Arts Facilities](#)
Recommend awarding Request for Proposal (RFP) Number 2014/15-37 – Furniture for the Culinary Arts Academy & District Office and Coil School for the Arts Facilities, in the total amount of \$1,159,621 to Corporate Business Interiors.
6. Grants, Contracts and Agreements
 - a. [Contracts and Agreements Report Less than \\$86,000 – All District Resources](#)
Recommend ratifying contracts totaling \$1,419,952.
 - b. [Subcontracts between California Career Pathways Trust Partners and Riverside Community College District on behalf of Norco College](#)
Recommend approving the subcontracts between Career Pathways Trust Partners and Riverside Community College District on behalf of Norco College through the California Career Pathway Trust (CCPT).
 - c. [Contract for Paymaster Services with OD Music, Inc.](#)
Recommend approving the contract for Paymaster Services with OD Music, Inc. in the amount of \$140,000.
 - d. [Contract C15-0042 with California Community College Chancellor’s Office to allow Riverside City College to act as fiscal agent for the Extended Opportunity Programs and Services \(EOPS\) set-aside fund](#)
Recommend approving contract C15-0042 for the time frame of July 1, 2015 through October 31, 2016 in the amount of \$92,285.
 - e. [Contract C15-0043 with California Community College Chancellor’s Office to allow Riverside City College to act as fiscal agent for the Student Success and Support Program \(SSSP\) set-aside fund.](#)
Recommend approving contract C15-0043 for the time frame of July 1, 2015 through October 31, 2016 in the amount of \$849,626.
7. [Out-of-State Travel](#)
Recommend approving out-of-state travel.
8. Other Items
 - a. [Proposed Salary Increase of 3% + COLA funded by the state for Chancellor](#)
Recommend approving a salary increase of 3% + COLA funded by the state, pursuant to Section 4.2 Modification to Salary of the Employment Agreement for Chancellor, effective July 1, 2015.
 - b. [Resolution Regarding Appropriations Subject to Proposition 4 Gann Limitation - Resolution No. 01-15/16](#)
Recommend adopting Resolution No. 01-15/16 which establishes the 2015-2016 Gann Limit for the Riverside Community College District at \$192,583,238.

- c. [Surplus Property](#)
Recommend declaring the property on the attached list to be surplus; finding the property does not exceed the total value of \$5,000; and authorizing the property to be consigned to The Liquidation Company to be sold on behalf of the District.
- d. [Notices of Completion](#)
Recommend accepting the projects listed on the attachments as complete, and approve the execution of the Notices of Completion (under Civil Code Section 3093 – Public Works).

VII. CONSENT AGENDA INFORMATION (NONE)

VIII. BOARD COMMITTEE REPORTS

A. Governance

- 1. [Board Policies for First Reading](#)
Recommend accepting for first reading Board Policies 2315, 2330, 3225, 4225, 5140, and 5500.

B. Teaching and Learning

- 1. [Substantive Change Proposal for Compliance with ACCJC Policies for Norco College/Electrician Apprenticeship Program](#)
Recommend approving the Substantive Change Proposal to ACCJC from Norco College for compliance with ACCJC policies.

C. Planning and Operations (None)

D. Resources (None)

E. Facilities

- 1. [Agreement Amendment No. 1 for the Culinary Arts Academy/District Office Building with River City Testing](#)
Recommend approving Agreement Amendment No. 1 for the Culinary Arts Academy/District Office Building for additional Special Inspection & Materials Testing Services with River City Testing in the amount not to exceed \$83,666.85.
- 2. [Agreement Amendment 4 for the Culinary Arts Academy/District Office Building and Agreement Amendment 4 for the Henry W. Coil, Sr. and Alice Edna Coil School for the Arts Building Projects with LPA, Inc.](#)
Recommend approving: 1) Agreement Amendment 4 with LPA, Inc. in the amount of \$24,655 for the CAA/DO project; and 2) Agreement Amendment 4 with LPA, Inc., in the amount of \$42,597 for the CSA project.
- 3. [Project Close-Outs and Reversion of Funds](#)
Recommend recognizing and accepting project closeout and reversion of Measure C funds.

4. [Resolution No. 02/15-16 To Advance a Culture of Sustainability and the Standard of Leadership in Energy and Environmental Design \(LEED\) Equivalent for Facilities](#)

Recommend Adopting Resolution No. 02-15/16 to Advance a Culture of Care by Declaring a Sustainability Initiative Throughout the District to Advance a Culture of Sustainability.

IX. ADMINISTRATIVE REPORTS

A. Vice Chancellors

1. [Appointment of RCCD Representative on AB86 ABout Students Regional Consortium](#)
Recommend approving the appointment of the Associate Vice Chancellor, Educational Services, to represent the District on the AB86 ABout Students Regional Consortium for Adult Education

B. Presidents

X. ACADEMIC SENATE REPORTS

A. Moreno Valley College/Riverside Community College District

B. Norco College

C. Riverside City College

XI. BARGAINING UNIT REPORTS

A. CTA - California Teachers Association

B. CSEA - California School Employees Association

XII. BUSINESS FROM BOARD MEMBERS

- A. [Update from Members of the Board of Trustees on Business of the Board](#)
Information Only

XIII. CLOSED SESSION

- A. [Pursuant to Government Code Section 54956.8, Conference with Real Property Negotiator; Properties Known as 6.17 acres generally located west of Davis Ave and North of Larry Parrish Ave, unincorporated area of Riverside County; Agency Negotiator: Chris Carlson, Chief of Staff](#)
Recommended Action to be Determined.

- B. [Pursuant to Government Code Section 54957, Public Employee Discipline/Dismissal/Release](#)
Recommended Action to be Determined.

- C. [Conference with Labor Negotiators Pursuant to Government Code Section 54957.6, District Representatives: Bradley Neufeld of Gresham Savage, Employee Organization: California School Employees Association](#)
Recommended Action to be Determined.

XIV. ADJOURNMENT

Agenda Item (II-A)

Meeting	8/18/2015 - Regular
Agenda Item	Approval of Minutes (II-A)
Subject	Minutes of the Board of Trustees Regular/Committee Meeting of June 2, 2015
College/District	District
Funding	n/a
Recommended Action	It is recommended that the Board of Trustees review and approve the minutes.

Background Narrative:

Recommended approving the June 2, 2015 Board of Trustees Regular/Committee meeting minutes as prepared.

Prepared By:

Attachments:

[060215 Minutes](#)

MINUTES OF THE BOARD OF TRUSTEES REGULAR
AND COMMITTEE MEETINGS OF THE GOVERNANCE,
TEACHING AND LEARNING, PLANNING AND OPERATIONS,
RESOURCES, AND FACILITIES COMMITTEES
OF JUNE 2, 2015

President Blumenthal called the Board of Trustees meeting to order at 6:00 p.m. in the Bradshaw Building-Hall of Fame, 4800 Magnolia Ave., Riverside, California.

CALL TO ORDER

Trustees Present

Virginia Blumenthal, President
Janet Green, Vice President
Nathan Miller, Secretary
Mary Figueroa, Board Member
Tracey Vackar, Board Member
Ryan Rudolph, Student Trustee

Staff Present

Michael L. Burke, Ph.D., Chancellor
Mr. Aaron Brown, Vice Chancellor, Business and Financial Services
Dr. Michael Reiner, Vice Chancellor, Educational Services
Ms. Sylvia Thomas, Interim Vice Chancellor, Diversity and Human Resources
Ms. Chris Carlson, Chief of Staff and Facilities Development
Dr. Wolde-Ab Isaac, President, Riverside City College
Dr. Sandra Mayo, President, Moreno Valley College
Dr. Paul Parnell, President, Norco College
Dr. Susan Mills, Interim Vice President, Academic Affairs, Riverside City College
Dr. Robin Steinback, Vice President, Academic Affairs, Moreno Valley College
Dr. Diane Dieckmeyer, Vice President, Academic Affairs, Norco College
Mr. Richard Keeler, Dean, Grants
Ms. Maryann Doherty, Interim Director, Grants
Dr. Jeff Rhyne, Associate Professor of English/MVC Accreditation Report Editor

Student Trustee Ryan Rudolph led the Pledge of Allegiance. PLEDGE OF ALLEGIANCE

The Teaching and Learning Committee Chair Tracey Vackar convened the meeting at 6:04 p.m. Committee members in attendance: Dr. Michael Reiner, Vice Chancellor, Education Services; Academic Senate Representatives: Dr. Travis Gibbs (Moreno Valley College/RCCD), Ms. Peggy Campo (Norco College) and Mr. Lee Nelson (Riverside City College); CTA Representative: Mr. Dariush Haghghat; and Management Representative: Ms. Ruth Adams.

TEACHING AND LEARNING
COMMITTEE

Ms. Thomas led the committee review of the curricular changes for inclusion in the catalog and in the schedule of class offerings that will be presented to the Board for

Proposed Curricular Changes

approval at the June 16 regular meeting. Discussion followed.

Dr. Mills presented the committee with the Memorandum of Understanding for Early College High School with Riverside Unified School District that will be presented to the Board for acceptance at the June 16 regular meeting. Discussion followed.

Memorandum of Understanding for Early College High School with Riverside Unified School District

Dr. Reiner and Mr. Brown presented the committee with the Goals Framework and Indicators for Instructional Effectiveness that will be presented to the Board for approval at the June 16 regular meeting. Discussion followed.

Goals Framework and Indicators for Institutional Effectiveness

Dr. Steinback and Dr. Rhyne presented the committee with the Accreditation Follow-up Report for Moreno Valley College that will be presented to the Board for acceptance at the June 16 regular meeting. Discussion followed.

Accreditation Follow-up Report for Moreno Valley College

Dr. Dieckmeyer presented the committee with the Accreditation Follow-up Report for Norco College that will be presented to the Board for acceptance at the June 16 regular meeting. Discussion followed.

Accreditation Follow-up Report for Norco College

Dr. Mills presented the committee with the Accreditation Follow-up Report for Riverside City College that will be presented to the Board for acceptance at the June 16 regular meeting. Discussion followed.

Accreditation Follow-up Report for Riverside City College

Dr. Reiner presented the committee with the Accreditation Responses for Riverside Community College District that will be presented to the Board for acceptance at the June 16 regular meeting. Discussion followed.

Accreditation Responses for Riverside Community College District

Mr. Keeler and Ms. Doherty presented the committee with the Annual Summary Report for Grants Office 2014-2015 which include over 58.8 million dollars in grants for the District. Discussion followed.

Annual Summary Report for Grants Office 2014-2015

The committee adjourned the meeting at 7:44 p.m.

Adjourned

The Planning and Operations Committee Chair Mary Figueroa convened the meeting at 7:45 p.m. Committee members in attendance: Ms. Chris Carlson, Chief of Staff and Facilities Development; Academic Senate Representatives: Ms. LaTonya Parker (Moreno Valley College/RCCD), Ms. Peggy Campo (Norco College) and Mr. Lee Nelson (Riverside City College); CTA

PLANNING AND OPERATIONS COMMITTEE

Representative: Mr. Dariush Haghghat; and Management Representative: Ms. Ruth Adams.

Ms. Carlson presented the Committee with the following: 1) 2017-2021 Five-Year Capital Construction Plan; 2) the Initial Project Proposals for Natural Science Building (Moreno Valley College), Center for Human Performance (Moreno Valley College), Library/Learning Resource Center (Norco College), Center for Human Performance and Kinesiology (Norco College) and Cosmetology Building (Riverside City College) that will be presented to the Board for approval at the June 16 regular meeting. Discussion followed.

2017-2021 Five Year Capital Construction Plan and Initial Project Proposals

The committee adjourned the meeting at 7:54 p.m.

Adjourned

The Resources Committee Chair Janet Green convened the meeting at 7:55 p.m. Committee members in attendance: Mr. Aaron Brown, Vice Chancellor, Business and Financial Services; Academic Senate Representatives: Ms. LaTonya Parker (Moreno Valley College/RCCD), Ms. Peggy Campo (Norco College) and Mr. Lee Nelson (Riverside City College); and CTA Representative: Mr. Dariush Haghghat.

RESOURCES COMMITTEE

Mr. Brown presented the committee with the Tentative Budget for 2015-2016 and Notice of Public Hearing on the 2015-2016 Final Budget that will be considered by the Board for approval at the June 16 regular Board meeting. Discussion followed.

Tentative Budget for 2015-2016 and Notice of Public Hearing on the 2015-2016 Final Budget

The committee adjourned the meeting at 8:22 p.m.

Adjourned

The Board adjourned the meeting at 8:23 p.m.

ADJOURNMENT

Agenda Item (II-B)

Meeting	8/18/2015 - Regular
Agenda Item	Approval of Minutes (II-B)
Subject	Minutes of the Board of Trustees Regular Meeting of June 16, 2015
College/District	District
Funding	n/a
Recommended Action	It is recommended that the Board of Trustees review and approve the minutes.

Background Narrative:

Recommended approving the June 16, 2015 Board of Trustees Regular meeting minutes as prepared.

Prepared By: Chris Carlson, Chief of Staff & Facilities Development
Michael Burke, Ph.D., Chancellor
Jeanie Fortin, Executive Administrative Assistant

Attachments:

[061615 Minutes](#)

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING
OF JUNE 16, 2015

President Blumenthal called the regular meeting of the Board of Trustees to order at 6:03 p.m., in the O.W. Noble Administrative Center, Board Room AD 122, Riverside City College, 4800 Magnolia Avenue, Riverside, California.

CALL TO ORDER

Trustees Present

Virginia Blumenthal, President
Janet Green, Vice President
Nathan Miller, Secretary
Mary Figueroa, Board Member (via teleconference)
Tracey Vackar, Board Member

Trustees Absent

Ryan Rudolph, Student Trustee

Staff Present

Michael L. Burke, Ph.D., Chancellor
Mr. Aaron Brown, Vice Chancellor, Business and Financial Services
Ms. Sylvia Thomas, Interim Vice Chancellor, Diversity and Human Resources
Dr. Michael Reiner, Vice Chancellor, Educational Services
Dr. Wolde-Ab Isaac, President, Riverside City College
Dr. Sandra Mayo, President, Moreno Valley College
Dr. Paul Parnell, President, Norco College
Ms. Chris Carlson, Chief of Staff and Facilities Development
Dr. Travis Gibbs, Academic Senate Representative, District/Moreno Valley College
Ms. Peggy Campo, Academic Senate Representative, Norco College
Mr. Lee Nelson, Academic Senate Representative, Riverside City College
Dr. Dariush Haghghat, President, CTA
Mr. Gustavo Segavo, President, CSEA

Guests Present

Ms. Debra Yorba, Vice President, Keenan and Associates
Dr. Charles Richard, Professor, Music, Riverside City College
Dr. Allen Lovelace, Associate Professor, Journalism, Riverside City College
Mr. Matt Schoenmann, Journalism Specialist, Riverside City College

Mr. Aaron Brown led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Mr. Gustavo Segavo, President, CSEA and Mr. Eric Muehlebach, Vice President, CSEA addressed the Board on the current contract negotiations and asked for the Board's support.

COMMENTS FROM THE PUBLIC

Green/Vackar moved that the Board of Trustees approve the minutes of the Board of Trustees Regular/Committee Meeting of April 7, 2015. Motion carried. (5 ayes)

MINUTES OF THE BOARD OF TRUSTEES REGULAR/COMMITTEE MEETING OF APRIL 7, 2015

Figueroa/Vackar moved that the Board of Trustees approve the minutes of the Board of Trustees Regular Meeting of April 21,

MINUTES OF THE BOARD OF TRUSTEES REGULAR MEETING OF APRIL 21, 2015

2015. Motion carried.
(5 ayes)

Green/Miller moved that the Board of Trustees approve the minutes of the Board of Trustees Regular/Committee Meeting of May 5, 2015. Motion carried.
(5 ayes)

MINUTES OF THE BOARD OF TRUSTEES REGULAR/COMMITTEE MEETING OF MAY 5, 2015

Figueroa/Green moved that the Board of Trustees approve the minutes of the Board of Trustees Regular Meeting of May 19, 2015. Motion carried.
(4 ayes, 1 abstain [Vackar])

MINUTES OF THE BOARD OF TRUSTEES REGULAR MEETING OF MAY 19, 2015

Vackar/Miller moved that the Board of Trustees approve the minutes of the Board of Trustees Special Meeting of May 26, 2015. Motion carried.
(5 ayes)

MINUTES OF THE BOARD OF TRUSTEES SPECIAL MEETING OF MAY 26, 2015

CHANCELLOR'S REPORTS

Chancellor Burke presented the Spring 2015 Scholarship Award to Student Trustee Ryan Rudolph and thanked him for a job well done in representing the associated students of Riverside Community College District. Mr. Rudolph was out of town attending a Student Government conference.

Presentation of Student Trustee Scholarship Award for Spring 2015

Dr. Richard gave a brief summary of the various activities attended by the many music groups at Riverside City College.

Presentation on Riverside City College Music Program

Dr. Lovelace introduced Matt Schoenmann, Journalism Specialist and three students, James Williams, Crystal Olmedo and Victor Duran and commented on the various State and National Journalism awards they have received.

Presentation on Riverside College Journalism/Viewpoints Program

Figueroa/Miller moved that the Board of Trustees ratify the 2015-2018 collective bargaining Agreement between the Riverside Community College District and the Riverside Community College Chapter CCA/CTA/NEA effective July 1, 2015. Motion carried. (5 ayes)

2015-2018 Agreement between the Riverside Community College District and the Riverside Community College District Faculty Association/ CCA/CTA/NEA

Green/Miller moved that the Board of Trustees approve the District-wide Reorganization of Information Technology

Reorganization of Information Technology Services (Microcomputer Support) from

Services (Microcomputer Support) from District to the colleges, as outlined.
Motion carried. (5 ayes)

District to Colleges

Ms. Yorba gave an update and reported there are currently seven (7) open issues being addressed. She noted the open enrollment process to start in October and the Affordable Care Act compliance are running smoothly.

Healthcare Update

The Board of Trustees received information on documents that are used to monitor and review upcoming action items, information items, and presentations, as well as planning for the monthly committee and Board meetings.

Future Monthly Committee Agenda
Planner and Annual Master Planning
Calendar

Green/Vackar moved that the Board of Trustees approve moving Consent Items VI-A-1, Academic Personnel and VI-B-7, Out-of-State Travel to be heard after item VI-B-8, Surplus Property. Motion carried. (5 ayes)

AMEND AGENDA

CONSENT ITEMS

Action

Green/Vackar moved that the Board of Trustees:

Approve/ratify the listed classified appointments, separations, and assignment and salary adjustments;

Classified Personnel

Approve/ratify the listed other personnel appointments, and assignment and salary adjustments as amended;

Other Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$5,046,727 and District Warrant Claims totaling \$8,620,819;

Purchase Order and Warrant Report
– All District Resources

Approve the resolution and adding the revenue and expenditures of \$33,677 to the budget;

Resolution No. 60-14/15 –
2014-2015 First 5 Riverside Access
and Quality Initiative Grant

Approve the resolution and adding the revenue and expenditures of \$11,890 to the budget;

Resolution No. 61-14/15 –
2014-2015 CalWORKs Program

Approve the resolution and adding the

Resolution No. 62-14/15 –

revenue and expenditures of \$50,500 to the budget;	2014-2015 Middle College High School Grant
Approve the resolution and adding the revenue and expenditures of \$1,000 to the budget;	Resolution No. 63-14/15 – 2014-2015 College Connection Program
Approve the purchase of Lenovo, Apple, Dell and Hewlett Packard computer equipment, peripherals and related services from authorized resellers, utilizing Western States Contracting Alliance (WSCA) contracts through September 30, 2015;	Purchase Computer Equipment, Peripherals and Related Services from Authorized Resellers Utilizing the Western States Contracting Alliance (WSCA) Contracts
Approve the purchase of educational, computer and training furniture from Spectrum Industries, Inc., utilizing the competitively bid Premier Educational Purchasing Program for Microcomputers (PEPPM) contract, through December 31, 2016;	Purchase Educational, Computer and Training Furniture from Spectrum Industries, Inc., Utilizing Competitively Bid Premier Educational Purchasing Program for Microcomputers Contract
Approve the purchase of information technology goods and services from Comp-View, Inc., utilizing CMAS contract number 3-07-58-0128B and 3-07-70-0943F;	Purchase Information Technology Goods and Services, Utilizing the California Multiple Award Schedules (CMAS) Contract Numbers 3-07-58-0128B and 3-07-70-0943F
Award Bid Number 2014/15-45 – Voice/Data Caling District-Wide, in the not to exceed amount of \$331,240 to Etarios dba Western;	Bid Award for the Voice/Data Cabling
Award the Culinary Arts Academy & District Offices/Coil School for the Arts Traffic Signal project – Bid Categories 01 & 02, for the total bid amount of \$651,487 to the attached listed contractors;	Culinary Arts Academy & District Offices/Coil School for the Arts Traffic Signal – Bid Categories 01 & 02
Award Bid Number 2014/15-49 Humanities Roof Replacement at Moreno Valley College, in the total amount of \$220,000 to C.I. Services, Inc.;	Bid Award for Humanities Roof Replacement
Ratify contracts totaling \$472,127 for the period of May 1, 2015 through May 31, 2015;	Contracts and Agreements Report Less than \$86,000 – All District Resources
Approve the Subcontract Number S-5871-RCCD with CSU Fullerton Auxiliary Services Corporation in the amount of	Subcontract Number S-5871-RCCD for Delivery of Technical Consulting Services with CSU Fullerton

\$340,000;

Approve the subcontract extension with Oakton Community College through July 31, 2016;

Approve the Memorandum of Understanding for the time frame of July 1, 2014 through June 30, 2016, in the amount of \$500,000;

Approve Amendment No. 3 for the College Go-Pass Revenue Agreement Number 10-035 with Riverside Transit Agency, extending Agreement to August 22, 2019;

Approve the Amendment to the existing Career and Technical Education Enhancement Fund Agreement, approved by the Board on February 17, 2015, between Riverside Community College District and Barstow Community College District for the time frame January 5, 2015 through June 30, 2016, adding an additional \$126,689 to the Agreement;

Approve the Amendment to the existing Career and Technical Education Enhancement Fund Agreement, approved by the Board on February 17, 2015, between Riverside Community College District and Chaffey Community College District for the time frame January 5, 2015 through June 30, 2016, adding an additional \$139,189 to the Agreement;

Approve the Amendment to the existing Career and Technical Education Enhancement Fund Agreement, approved by the Board on February 17, 2015, between Riverside Community College District and Copper Mountain Community College District for the time frame January 5, 2015 through June 30, 2016, adding an additional \$121,400 to the Agreement;

Approve the Amendment to the existing Career and Technical Education

Auxiliary Services Corp.

Subcontract Extension between Riverside Community College District, Norco College, and Oakton Community College

Memorandum of Understanding between Riverside City College and Riverside Gateway to College Early College High School for operating Gateway College and Career Academy

Amendment Agreement for College Go-Pass with Riverside Transit Agency

Amendment to the Agreement between Riverside Community College District and Barstow Community College District for the Career and Technical Education Enhancement Fund Grant

Amendment to the Agreement between Riverside Community College District and Chaffey Community College District for the Career and Technical Education Enhancement Fund Grant

Amendment to the Agreement between Riverside Community College District and Copper Mountain Community College District for the Career and Technical Education Enhancement Fund Grant

Amendment to the Agreement between Riverside Community

Enhancement Fund Agreement, approved by the Board on February 17, 2015, between Riverside Community College District and San Bernardino Community College District on behalf of Crafton Hills College for the time frame January 5, 2015 through June 30, 2016, adding an additional \$89,289 to the Agreement;

College District and San Bernardino Community College District on behalf of Crafton Hills College for the Career and Technical Education Enhancement Fund Grant

Approve the Amendment to the existing Career and Technical Education Enhancement Fund Agreement, approved by the Board on February 17, 2015, between Riverside Community College District and Desert Community College District for the time frame January 5, 2015 through June 30, 2016, adding an additional \$131,989 to the Agreement;

Amendment to the Agreement between Riverside Community College District and Desert Community College District for the Career and Technical Education Enhancement Fund Grant

Approve the Amendment to the existing Career and Technical Education Enhancement Fund Agreement, approved by the Board on February 17, 2015, between Riverside Community College District and Mt. San Jacinto Community College District for the time frame January 5, 2015 through June 30, 2016, adding an additional \$111,100 to the Agreement;

Amendment to the Agreement between Riverside Community College District and Mt. San Jacinto Community College District for the Career and Technical Education Enhancement Fund Grant

Approve the Amendment to the existing Career and Technical Education Enhancement Fund Agreement, approved by the Board on February 17, 2015, between Riverside Community College District and Palo Verde Community College District for the time frame January 5, 2015 through June 30, 2016, adding an additional \$108,150 to the Agreement;

Amendment to the Agreement between Riverside Community College District and Palo Verde Community College District for the Career and Technical Education Enhancement Fund Grant

Approve the Amendment to the existing Career and Technical Education Enhancement Fund Agreement, approved by the Board on February 17, 2015, between Riverside Community College District and San Bernardino Community College District on behalf of San Bernardino Valley College for the time frame January 5, 2015 through June 30, 2016, adding an additional \$132,663 to the Agreement;

Amendment to the Agreement between Riverside Community College District and San Bernardino Community College District on behalf of San Bernardino Valley College for the Career and Technical Education Enhancement Fund Grant

Approve the Amendment to the existing Career Technical Education Enhancement Fund Agreement, approved by the Board on February 17, 2015, between Riverside Community College District and Victor Valley Community College District for the time frame January 5, 2015 through June 30, 2016; adding an additional \$130,721 to the Agreement;

Amendment to the Agreement between Riverside Community College District and Victor Valley Community College District for the Career and Technical Education Enhancement Fund Grant

Declare the property on the attached list to be surplus; find the property does not exceed the total value of \$5,000; and authorize the property to be consigned to The Liquidation Company to be sold on behalf of the District;

Surplus Property

Motion carried (5 ayes)

Vackar/Green moved that the Board of Trustees approve/ratify the listed academic appointments, separation, and assignment and salary adjustments. Motion carried (5 ayes)

Academic Personnel

Green/Miller moved that the Board of Trustees approve the out-of-state travel. Motion carried. (5 ayes)

Out-of-State Travel

Information

The Board received the monthly financial report for the month ending May 31, 2015.

Monthly Financial Report for Month Ending – May 31, 2015

BOARD COMMITTEE REPORTS

Governance

Blumenthal/Miller moved that the Board of Trustees approve Board Policies 3820, 4040, 5030, 5050, 5550, 5700 and 6700. Motion carried. (5 ayes)

Board Policies for Approval and Second Reading

Teaching and Learning

Vackar/Miller moved that the Board of Trustees approve the proposed curricular changes for inclusion in the college catalogs and in the schedule of class offerings. Motion carried. (5 ayes)

Proposed Curricular Changes

Vackar/Miller moved that the Board of

Memorandum of Understanding for

Trustees accept the Memorandum of Understanding for Early College High School with Riverside Unified School District. Motion carried. (5 ayes)

Early College High School with Riverside Unified School District

Vackar/Miller moved to approve the Goals Framework and Indicators established for FY 15-16 by the District and each of its colleges designed to measure the ongoing condition of Riverside Community College District's operational environment. Motion carried (5 ayes)

Goals Framework and Indicators for Institutional Effectiveness

Vackar/Green moved to accept the Accreditation Follow-up Report for Moreno Valley College. Motion carried. (5 ayes)

Accreditation Follow-up Report for Moreno Valley College

Vackar/Miller moved to accept the Accreditation Follow-up Report for Norco College. Motion carried. (5 ayes)

Accreditation Follow-up Report for Norco College

Vackar/Green moved to accept the Accreditation Follow-up Report for Riverside City College. Motion carried. (5 ayes)

Accreditation Follow-up Report for Riverside City College

Vackar/Green moved to accept the District's Responses to the recommendation from the Accrediting Commission for Community and Junior Colleges. Motion carried. (5 ayes)

Accreditation Responses for Riverside Community College District

Planning and Operations

Figueroa/Miller moved to approve 1) 2017-2021 Five Year Capital Construction Plan; 2) the Initial Project Proposals for Natural Science Building (Moreno Valley College, Center for Human Performance (Moreno Valley College), Library/Learning Resource Center (Norco College), Center for Human Performance and Kinesiology (Norco College) and Cosmetology Building (Riverside City College). Motion carried. (5 ayes)

2017-2021 Five Year Capital Construction Plan and Initial Project Proposals

Resources

Green/Miller moved to approve the 2015-2016 tentative budget as presented, which consists of the funds and accounts noted

Tentative Budget for 2015-2016 and Notice of Public Hearing on the 2015-2016 Final Budget

therein, and authorized staff to forward a copy to the Riverside County Superintendent of Schools; and announce: 1) the proposed 2015-2016 Final Budget will be available for public inspection beginning September 10, 2015, at the Office of the Vice Chancellor, Business and Financial Services; and 2) the public hearing will be held at 6:00 pm at a Board meeting on September 15, 2015, to be followed by the adoption of the 2015-2016 Final Budget. Motion carried. (5 ayes)

ADMINISTRATIVE REPORTS

Vice Chancellors

Green/Miller moved to approve the salary increase of 3% + COLA to the extent funded by the State(hereinafter "COLA") for full-time faculty, confidential, staff, and managers and 4% + COLA for all part-time faculty. Motion carried. (5 ayes)

Increase of Salary Schedules for all Riverside Community College District Employees

Presidents

Vackar/Green moved that the Board of Trustees approve the Moreno Valley College Catalog 2015-2016. Motion carried. (5 ayes)

Moreno Valley College Catalog 2015-2016

Miller/Green moved that the Board of Trustees approve the Norco College Catalog 2015-2016. Motion carried. (5 ayes)

Norco College Catalog 2015-2016

Figueroa/Miller moved that the Board of Trustees approve the Riverside City College Catalog 2015-2016. Motion carried. (5 ayes)

Riverside City College Catalog 2015-2016

ACADEMIC SENATE REPORTS

Dr. Travis Gibbs presented the report on behalf of Moreno Valley College and the District.

Moreno Valley College

Ms. Peggy Campo presented the report on behalf of Norco College.

Norco College

Mr. Lee Nelson presented the report on behalf of Riverside City College.

Riverside City College

BARGAINING UNIT REPORTS

Mr. Dariush Haghghat, President, CTA, presented the report on behalf of the CTA.

CTA – California Teachers Association

BUSINESS FROM BOARD MEMBERS

Green/Vackar moved that the Board of Trustees accept the goals for the next 12-month Board Self Evaluation period, as a means of reporting out from the 2014-15 Board Self Evaluation process. Motion carried. (5 ayes)

Reporting Out of Board of Trustees Annual Self Evaluation for 2015

Trustee Figueroa congratulated everyone on a successful school year and commencements; publicly acknowledged Dr. Burke on his appointment by Mark Mitsui to the National Committee for Higher Education; suggested inviting Mr. Mitsui to tour the Ben Clark Training Center while he's here in October during the ACCT Conference; and currently attending the National Association of Latino Elected & Appointed Officials conference in Las Vegas.

Update from Members of the Board of Trustees on Business of the Board

Trustee Vackar also congratulated the students and colleges on a successful commencement; concurred with Trustee Figueroa's suggestion to invite Mark Mitsui to tour the Ben Clark facility.

Trustee Miller thanked the outgoing Academic Senate representatives and congratulated the incoming; would like to see focus on the student experience and accessibility to resources; update the District's energy efficiency policy.

Trustee Green thanked the outgoing Academic Senate representatives; complimented Moreno Valley College on their commencement; attended the RCCD Foundation Annual Meeting and encouraged everyone to get more involved.

Trustee Blumenthal thanked the outgoing Academic Senate representatives; congratulations to CTA on a successful contract negotiations; reflected on the sentimental time of year.

The Board adjourned to closed session at 8:22 p.m. and reconvened at 8:40 p.m. after considering the following closed sessions items:

ADJOURNED TO CLOSED SESSION/RECONVENED

The Board of Trustees took action authorizing the District to move forward on the suspension of a classified employee. Motion carried. (5 ayes)

Pursuant to Government
Code Section 54957, Public
Employee
Discipline/Dismissal/Release

The Board announced no action was taken.

Pursuant to Government
Code Section 54957, Public
Employee Performance
Evaluation, Title: Chancellor

The Board adjourned the meeting at 8:41 p.m.

ADJOURNED

Agenda Item (II-C)

Meeting	8/18/2015 - Regular
Agenda Item	Approval of Minutes (II-C)
Subject	Minutes of the Board of Trustees Special Meeting of June 29, 2015
College/District	District
Funding	n/a
Recommended Action	It is recommended that the Board of Trustees review and approve the minutes.

Background Narrative:

Recommended approving the June 29, 2015 Board of Trustees Special meeting minutes as prepared.

Prepared By: Michael Burke, Ph.D., Chancellor
Chris Carlson, Chief of Staff & Facilities Development
Jeanie Fortin, Executive Administrative Assistant

Attachments:

[062915 Minutes](#)

MINUTES OF THE SPECIAL BOARD OF TRUSTEES MEETING
OF JUNE 29, 2015

President Blumenthal called the special meeting of the Board of Trustees to order at 6:01 p.m., in the RCCD District Office, 1533 Spruce Street, Suite 210, Riverside, California.

CALL TO ORDER

Trustees Present

Virginia Blumenthal, President
Janet Green, Vice President
Mary Figueroa, Board Member
Tracey Vackar, Board Member

Trustees Absent

Nathan Miller, Secretary

Staff Present

Michael L. Burke, Ph.D., Chancellor
Ms. Chris Carlson, Chief of Staff & Facilities Development

Guest(s)

Mr. Brad Neufeld, Gresham Savage, Labor Negotiator District Designated Representative

Mr. Eric Muehlebach led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Mr. Eric Muehlebach, Vice President, CSEA addressed the Board of Trustees on the current contract negotiations.

COMMENTS FROM THE PUBLIC

Green/Figueroa moved that the Board of Trustees approve Trustee Miller's absence as excused.
Motion carried. (4 ayes, 1 absent [Miller])

MOTION TO EXCUSE TRUSTEE'S ABSENCE

The Board adjourned to closed session at 6:07 p.m. to consider the following closed session items:

ADJOURNED TO CLOSED SESSION

The Board announced no action was taken.

Conference with Labor Negotiators Pursuant to Government Code Section 54957.6, District Representatives: Bradley Neufeld and Sylvia Thomas, Employee Organization: CSEA

The Board announced no action was taken.

Pursuant to Government Code Section 54957 Public Employee Performance Evaluation, Title: Chancellor

The Board adjourned the meeting at 8:58 p.m. with no reportable action.

ADJOURNMENT

Agenda Item (IV-A)

Meeting 8/18/2015 - Regular
Agenda Item Chancellor's Reports (IV-A)
Subject Chancellor's Communications
College/District District
Information Only

Background Narrative:

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

Prepared By: Michael Burke, Ph.D., Chancellor

Attachments:

Agenda Item (IV-B)

Meeting 8/18/2015 - Regular

Agenda Item Chancellor's Reports (IV-B)

Subject Presentation of Rank of Emeritus for 2015-2016

College/District District

Information Only

Background Narrative:

Board Policy and Administrative Procedure 4000 authorizes the rank of Emeritus to any faculty member who has earned retirement and is based on the academic rank the faculty member held at the time of retirement. Faculty transferring to an administrative role, including any supervisory capacity or counseling administrators, may retain such rank as had been conferred upon them during their tenure in the classroom. The Academic Senate recommends that the Board of Trustees award the title of Emeritus for their many years of outstanding service at RCCD to the faculty as specified on the attached list.

With the concurrence of the Academic Senate, the Administrators are to be awarded the title of Emeritus to the following individuals in recognition for their many years of outstanding service at RCCD, effective upon their retirement.

Prepared By: Sylvia Thomas, Interim Vice Chancellor, Diversity and Human Resources

Attachments:

[Emeritus List for 2015-2016](#)

Emeritus for 2015-2016

Faculty

NORCO

Sharon	Crasnow	Distinguished Professor, Philosophy, Ph.D
Arend	Flick	Professor, English, Ph.D.
Deborah	Smith	Associate Professor, Mathematics

RIVERSIDE

Robert	Burris	Assistant Professor, CTE, Air Conditioning
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Agenda Item (IV-C)

Meeting 8/18/2015 - Regular

Agenda Item Chancellor's Reports (IV-C)

Subject MV College Presentation: Middle College High School Program

College/District Moreno Valley

Information Only

Background Narrative:

The Moreno Valley High School Program was established in 1999. The program is made possible through a partnership between RCC District, Moreno Valley College, and the Moreno Valley and Val Verde Unified School Districts. The presentation provides an overview of the program and the partnership with the school districts.

Prepared By: Sandra Mayo, President, Moreno Valley College

Attachments:

[Middle College High School Program Presentation](#)



**MORENO
VALLEY
COLLEGE**

Moreno Valley College Middle College High School Program



MCHS is made possible through a partnership between RCCD, MVC, Moreno Valley Unified School District, and Val Verde Unified School District



Middle College High School Program



- MVC's Middle College High School (MCHS) program was established in 1999
- MCHS students complete their last two years of high school at MVC, enrolled in both high school and college courses (concurrent enrollment)

Program Overview



- High school sophomores are recruited during the spring semester
- New MCHS students start the summer with a MCHS Seminar & Guidance 45 (Introduction to College) course
- Students enroll in three high school classes and no more than 11 college units during the Fall and Spring semesters.
- Summer and Winter sessions students enroll in no more than 7 college units

MCHS Alumni



- For the last four years all MCHS seniors earned their high school diploma and 95% or more continued their post-secondary education
- MCHS Alumni have been accepted to: UC Riverside, UC Irvine, UC Berkeley, UCLA, CSU San Bernardino, CSU Long Beach, Cal Poly Pomona, San Diego State, Cal Baptist Univ., Harvard Medical School, St. Johns University and many others.

MCHS Data



Graduation Year	Number of Student Participants	Number Earned High School Diploma	Percentage Earned High School Diploma	Number Enrolled in College after H.S.	Percentage Enrolled in College after H.S.	Number of AA/AS Earned	Percentage of AA/AS Earned
2012	57	57	100%	54	95%	19	33%
2013	51	51	100%	50	98%	6	12%
2014	59	59	100%	57	97%	5	8%
2015*	60	60	100%	60	100%	23	38%

*Of the 60 seniors from the Class of 2015, 23 are on track to earn one or more associate degrees.



**MORENO
VALLEY
COLLEGE**

MVC Units Earned While in High School

Class of 2013			Class of 2014			Class of 2015		
MVC Units Completed	Number of Students	Percentage	MVC Units Completed	Number of Students	Percentage	MVC Units Completed	Number of Students	Percentage
Less than 29	0	0.0%	Less than 29	0	0.0%	Less than 29	0	0.0%
30-39	0	0.0%	30-39	2	3.4%	30-39	4	6.7%
40-49	18	34.6%	40-49	19	32.2%	40-49	19	31.7%
50-59	26	50.0%	50-59	35	59.4%	50-59	27	45.0%
60+	8	15.4%	60+	3	5.0%	60+	10	16.6%
52 MCHS Graduates			59 MCHS Graduates			60 MCHS Graduates		



**MORENO
VALLEY
COLLEGE**

MVC GPA While in High School

Class of 2013

Overall GPA	Number of Students	Percentage
Less than 2.0	1	1.9%
2.0-2.4	4	7.7%
2.5-2.9	15	28.8%
3.0-3.4	23	44.3%
3.5-3.9	8	15.4%
4.0	1	1.9%

52 MCHS Graduates

Class of 2014

MVC Units Completed	Number of Students	Percentage
Less than 2.0	1	1.7%
2.0-2.4	4	6.8%
2.5-2.9	16	27.2%
3.0-3.4	25	42.3%
3.5-3.9	11	18.6%
4.0	2	3.4%

59 MCHS Graduates

Class of 2015

MVC Units Completed	Number of Students	Percentage
Less than 2.0	0	0.0%
2.0-2.4	10	16.7%
2.5-2.9	17	28.3%
3.0-3.4	19	31.7%
3.5-3.9	13	21.6%
4.0	10	1.7%

60 MCHS Graduates

Agenda Item (IV-D)

Meeting	8/18/2015 - Regular
Agenda Item	Chancellor's Reports (IV-D)
Subject	Presentation on the Center for Social Justice and Civil Liberties
College/District	District
Information Only	

Background Narrative:

Opened on the 100th Birthday of Mine Okubo, June 27, 2012, the Center for Social Justice & Civil Liberties is located in a historical building in downtown Riverside, California, that was renovated and restored by the Riverside Community College District. The building, which is part of the RCCD Centennial Plaza, is home to The Miné Okubo Collection. Envisioned as a cultural and educational resource, the Center offers a unique window into the social landscape of the United States during the mid to late 20th century. The Okubo Collection and interactive didactic displays chronicle social rights and civil liberty experiences--among them the Japanese American internment during World War II--within the context of art, humanities, and social studies.

The Center has two floors with inaugural exhibitions of Riverside Stories on the first floor, an interpretive exhibition about local individuals and families whose stories and actions resonated across the nation, through images, text and video interviews, compelling stories emerge set in the context of 20th century Riverside; and 2) Miné Okubo, an Introduction exhibition of the artist's last years of work including paintings and works on paper span seven decades and come from the RCCD held collection as well as private collections.

The Center for Social Justice & Civil Liberties is a museum, archive, and educational center operated by the Riverside Community College District and dedicated to catalyzing an ongoing dialogue on historical and contemporary social issues through dynamic exhibits and community participation. In the years to come, the Center aspires to:

- Share regional, national and global stories that shape contemporary understandings of social justice and civil liberties issues.
- Advance programs exploring equity, justice, and diversity of K-12 and college students.
- Illuminate the Miné Okubo Collection as a resource for scholarship on race, culture, politics, and art.
- Provide a safe, open, and equitable platform for community generated discussion of these core themes.

Center Director, Dr. Hillary Jenks, will be presenting to the Board, the Center's activities and development of its programs, along with the annual report, themed around the following key elements: Education and Scholarship, Community, Partnerships and Programming, Advocacy/Resource Development, and Volunteer/Docent development.

Prepared By: Chris Carlson, Chief of Staff & Facilities Development

Attachments:

[2014 2015 Annual Report](#)
[2015 Presentation for Center](#)

EDUCATION AND SCHOLARSHIP

Engaging local students at every level, from grade schools to graduate programs, is a priority at the Center. In January and again in May, the Center hosted a total of more than 150 students from Sierra Middle School for tours. Administrators from the Alvord and Riverside Unified School Districts also visited the Center.

Riverside City College history, education, and art history students continue to visit the Center as part of their coursework, along with the RCC Art Club and MVC's TRIO-ACES program.

Students from the University of California, Riverside Extension program and UCR and California State University, Fullerton graduate public history classes also toured the Center.

"Riverside Stories" materials have been transcribed and translated into Spanish as part of developing an online version of the exhibit; preliminary educator resources have also been developed. Closed captioning of the Center's exclusive documentary, *Ain't Gonna Be Treated This Way*, was also completed this year.

Center staff conducted presentations for Riverside City College Flex Day events, which allow full-time faculty to participate in professional development activities related to staff, student, and instructional improvement.



Archivist Joyce Davis and art conservator Tom Callas continue to process the Okubo Collection. The collection guide detailing the Center's archival holdings has been made available through the Online Archive of California in partnership with the California Digital Library, and the Skirball Center has expressed interest in borrowing materials from the collection to support their upcoming exhibit of Ansel Adams's internment photographs.

Top Educational Visits:

- RCC American Voices classes – 100 students
- January Sierra Middle School Visit – 85 students
- May Sierra Middle School Visit – 78 students
- RCC History 12 class – 44 students
- UCR Extension International Education class – 30 students

COMMUNITY

The Center provides community organizations with a first-class facility to hold small, intimate community meetings, forums, and events at no charge. In the past year, the Center hosted a Court of Appeals open house and meetings of the Commission on Campus Equality and the Riverside Public Library branch managers. Monroe Elementary School also booked the Center for its annual faculty retreat.



The Center was toured by the Osher Life Series group, which since 2003 has provided affordable, stimulating learning experiences that enrich the intellectual, social, and cultural lives of people over age 50. Center Director Hillary Jenks made presentations to the Osher group at UCR Extension, as well as to the Downtown Rotary Club, the Japanese American Citizens League, Latino Network.

A contingent of Central Asian Rumsfeld Fellows from Open World Leadership visited the Center and heard a presentation from the Fair Housing Council as part of their tour of Riverside.

Center staff participated in Riverside community organizations such as the Mayor's Multicultural Forum, the City Arts and Culture Grants Review Panel, the UCR Education Advisory Committee, and the Board of Directors of TruEvolution.

The Center is active on social media, with hundreds of followers on Facebook, Twitter, and Instagram. Upcoming activities are also advertised via e-newsletters and on the Center's blog at <http://socialjustice.rccd.edu/Pages/csajblog.aspx>. Brochures are regularly distributed to downtown hotels and cultural institutions.



PARTNERSHIPS AND PROGRAMMING

The Center continues to build partnerships and expand programming opportunities. Five paintings from the Okubo Collection were loaned to the Riverside Metropolitan Museum to support their "I Want the Wide American Earth" exhibit, and students from the University of California, Riverside and California State University, San Bernardino have completed internships at the Center this year.

The Save Our Chinatown organization held an oral histories presentation at the Center in partnership with California State University, San Bernardino.

More than 240 visitors created sugar skull masks in the Center in honor of the Day of the Dead as part of the Center's First Sundays programming.

The Center hosted the Inland Empire premiere of *Hidden Legacy: Japanese Traditional Performing Arts in the WWII Internment Camps*, with Q&A and musical performance by Creative Director Shirley Muramoto-Wong.

The Inlandia Institute held its forum on "The Racial Climate in Riverside: 1965 and 2015" at the Center as part of its *No Easy Way* Community Conversation series, with Center Director Hillary Jenks serving as moderator.



The documentary film *Hafu: The Mixed-Race Experience in Japan* was screened at the Center in partnership with UCR Extension and Riverside City College.

The Center continues to integrate into the City's downtown arts scene, participating in the First Thursday Artswalk and festivities such as the Day of the Dead and the Tamale Festival. The Center hopes to expand its Artswalk Film Series, which screens documentaries on artists like Anna May Wong and social justice icons such as Bayard Rustin and Shirley Chisholm, by seeking sponsorship for a series of films on the theme of "The Role of Law in American Society" in 2015-2016.

Top Programs and Community Events

- Day of the Dead First Sundays Activity – 242 visitors
 - RCCD Chancellor's Holiday Open House – 175 guests
 - Chinatown Oral Histories Event – 47 guests
 - No Easy Way* Inlandia Event – 39 guests
- In one week alone in May, the Center welcomed 238 unique visitors

THE OKUBO COLLECTION



ADVOCACY/RESOURCE DEVELOPMENT

The Center seeks major philanthropic gifts. Private support will assist the Center in advancing its mission of expanding programming, exhibits, and study and curation of the Okubo Collection.

Recently, RCCD met with the National Endowment for the Humanities (NEH) in Washington, D.C. NEH program staff is supportive of the Center's mission and encourages application for federal grants.

The Center staff continues to pursue funding from organizations such as the California Council for the Humanities, in partnership with the Riverside Art Museum, as well as investigating opportunities for a joint application with the Riverside Metropolitan Museum to digitize the Harada and Okubo archival materials. The Center also supported the University of California, Riverside's successful ALA/NEH "Latino Americans" grant application.

VOLUNTEER OPPORTUNITIES

The Center looks to expand its team of docents, school visit assistants, collections support volunteers, and social media assistants. Volunteers are asked to commit two to six hours a week - contact the Center for more information.



MISSION STATEMENT

The Center for Social Justice & Civil Liberties is a museum, archive, and educational center operated by the Riverside Community College District and dedicated to catalyzing an ongoing dialogue on historical and contemporary social issues through dynamic exhibits and community participation.

In the years to come, the Center aspires to:

- Share regional, national and global stories that shape contemporary understandings of social justice and civil liberties issues.
- Advance programs exploring equity, justice, and diversity of K-12 and college students.
- Illuminate the Miné Okubo Collection as a resource for scholarship on race, culture, politics, and art.
- Provide a safe, open, and equitable platform for community-generated discussion of these core themes.

PUBLIC HOURS

Saturdays: 10 am - 4 pm
First Thursday Artswalk: 6-9 pm
First Sundays (October-May): 1-4 pm

FREE ADMISSION

The Center also is open for events and programs by appointment. If you would like to schedule a group visit, event, or appointment, please call (951) 222-8846 or socialjustice@rccd.edu and our staff will assist you with your request.

The Center for Social Justice & Civil Liberties

Director
Hillary Jenks, Ph.D.

Physical Address:
3855 Market Street
(next to White Park)
Riverside, CA 92501
951-222-8846

Email: socialjustice@rccd.edu

Mailing Address
4800 Magnolia Avenue
Riverside, CA 92506

Website: <http://socialjustice.rccd.edu>
[@CSJCLRiverside](https://www.facebook.com/CSJCLRiverside)

THE CENTER FOR SOCIAL JUSTICE & CIVIL LIBERTIES

Opened in 2012, the Center is a key foundation of the RCCD Centennial Plaza – a downtown block of arts, education, and innovation. In spring 2016, the Coil School for the Arts and the RCC Culinary Arts Academy will complete the Plaza. Since opening, the Center provides creative opportunities and social learning experiences for children, the academic community, and the general public.



RCCD Center for Social Justice & Civil Liberties

RCCD Board of Trustees Meeting
August 18, 2015



3855 Market Street

951-222-8846

socialjustice@rccd.edu

<https://www.facebook.com/CSJCLRiverside>

<http://socialjustice.rccd.edu>

@CSJCLRiverside

EVENTS

Community

- Save Our Chinatown Oral Histories Event (9/6/14)
- Court of Appeals Open House (10/3/14)
- Osher Life Series Tour (3/12/15)
- Inlandia Community Conversation: The Racial Climate in Riverside, 1965 and 2015 (3/28/15)
- Screenings of *Hafu* Documentary (5/10/15)

Education

- Sierra Middle School (1/8/15, 5/8/15)
- RCC History, Education, and Art History Class Visits
- RCC Art Club Visit (11/20/14)
- UCR Extension Class Visits
- UCR Graduate Public History Class Visit (10/30/14)
- CSUF Graduate Public History Class Visit (2/27/15)

Special Events

- Commission on Campus Equality Meeting (8/21/14)
- Chancellor's Holiday Party (12/6/14)
- Monroe Elementary Faculty Retreat (12/15/14)
- Riverside Public Library Managers Meeting (5/27/15)



PROGRAMS

ARTSWALK FILM SERIES (First Thursdays)

- Films on artists & social justice icons like Bayard Rustin, Shirley Chisholm, and Anna May Wong
- Inland Empire premiere of *Hidden Legacy: Japanese Traditional Performing Arts in the WWII Internment Camps* with Q&A and performance by Creative Director Shirley Muramoto (11/6/14)
- Seeking sponsorship for next series of legal-themed documentaries



FIRST SUNDAYS (October – May)

- Family-friendly arts and crafts projects in conjunction with other downtown museums and cultural institutions
- Projects have included decorating holiday cards with Miné Okubo designs and creating origami cranes in support of RMM's California Peace Crane Project
- 242 visitors made sugar skull masks at the Day of the Dead-themed First Sunday event on November 2, 2014
 - 2015-2016 season to be programmed by UCR Gluck Fellow (covers supply costs as well)

OUTREACH

- Presentations conducted at RCC Flex event, Osher Life Series group at UCR Extension, JACL Installation luncheon, Downtown Rotary Club, Latino Network, and others
- Participation in community forums and organizations: Mayor's Multicultural Forum, City Arts and Culture grants review panel, TruEvolution Board of Directors, UCR Education Advisory Committee
- Presence at District and community events: RCCD Chancellor's Holiday Party, Day of Remembrance, Police Chief's Breakfast, Ching Ming at Olivewood Cemetery, RCCD Annual Gala, UCR Inaugural Wong Symposium, Mission Inn Museum dinner for Jack Clarke
- Regularly updated Facebook, Twitter, Instagram, WordPress blog; HTML newsletter to list of email subscribers; info cards at local hotels, library, etc



Expansion of Collection

- 75 additional paintings in storage in Oakland gifted to the Center by Miné's family
- Additional storage fixtures to be added in the art storage room, and art conservator Tom Callas will catalogue and conserve them
- We continue to develop our relationships with Miné's surviving family members



RESOURCE DEVELOPMENT

GRANTS

- Ongoing research to prepare joint application with RMM for federal funds to digitize archival materials
- Pursuing additional opportunities: Hearst and Carpenter Foundations, National Endowment for the Humanities
- Partner on successful NEH/ALA “Latino Americans” grant application by the University of California, Riverside

CAMPAIGN

- Naming gift in development
- Seeking endowment for Center collection and programs



SCHOLARSHIP

- Initiated relationship with California Digital Library in order to place collection finding aid into Online Archive of California
- Expanded access to researchers, including UCR graduate students and curator from Skirball Center working on fall show of Ansel Adams's internment photographs
- Reviewing collections management software options



Collections continue to be processed by:

- Archivist Joyce Davis
- Conservator Tom Callas



IN THE WORKS...

- Staff/Volunteers: Expanding volunteer and intern corps via partnerships with UCR and CSUSB, outreach to senior centers and high school clubs
- Education and Access: “Riverside Stories” exhibit materials transcribed and being translated into Spanish for posting to our website; preliminary teacher resources developed; closed captioning of media vault documentary completed
- Partnerships: cooperating on grant applications (RAM, UCR) and loan of Okubo paintings and artifacts (RMM, Skirball); continuing outreach to Culver Center and local schools
- Upcoming Programs and Events: *Mendez* exhibit, *Delano Manongs* screening, legal film series, Okubo/Obata joint exhibit and website with UC Santa Barbara art museum



Current Advisory Council Members

- Lalit Acharya
- Adolfo Saldana
- Dr. Carlos Cortes
- Jack Clarke, Esq.
- Dr. Greg Kimura
- Jane Carney
- Dr. Harki Dhillon
- Mark Rubin
- Dr. Ron Loveridge
- Rose Mayes
- Dr. Traise Yamamoto
- Sec. Norman Mineta
- Michael Burke, Ph.D.





Agenda Item (IV-E)

Meeting 8/18/2015 - Regular
Agenda Item Chancellor's Reports (IV-E)
Subject Healthcare Update
College/District District
Information Only

Background Narrative:

At the November 5, 2013 regular Board of Trustees meeting the Board of Trustees requested an update of the healthcare issue at each Board meeting.

Any new claims or concerns will be brought forward.

Prepared By: Sylvia Thomas, Interim Vice Chancellor, Diversity and Human Resources

Attachments:

Agenda Item (IV-F)

Meeting 8/18/2015 - Regular

Agenda Item Chancellor's Reports (IV-F)

Subject Future Monthly Committee Agenda Planner and Annual Master Planning Calendar.

College/District District

Information Only

Background Narrative:

Monthly, the Board Committees meet to review upcoming action items or receive information items and presentations. Furthermore, annually the Board sees and takes action on items at the same time each year. For the purposes of planning the monthly committee and Board meetings, the Future Committee Agenda Planner and the Annual Master Planning Calendar are provided for the Board's information.

Prepared By: Michael Burke, Ph.D., Chancellor

Attachments:

[Planning Calendar](#)

RECOMMENDED 2015-16 GOVERNING BOARD AGENDA MASTER PLANNING CALENDAR

Month	Planned Agenda Item
August	<ul style="list-style-type: none"> • Proposed Curricular Changes
September	<ul style="list-style-type: none"> • CCFS-311Q-Quarterly Financial Status Report (4th Quarter) • Public Hearing and Budget Adoption for the Fiscal Year RCCD Budget
October	<ul style="list-style-type: none"> • Annual Master Grant Submission Schedule • Emeritus Awards, Faculty • Presentation of Annual Report by Measure C Citizens' Bond Oversight Committee • CCFS 311 Annual Financial and Budget Report
November	<ul style="list-style-type: none"> • Annual CCFS-311 Financial and Budget Report (1st Quarter) • Annual Proposition 39 Financial and Performance Audits
December	<ul style="list-style-type: none"> • Organizational Meeting: Elect the President, Vice President and Secretary of the Board of Trustees; Board association and committee appointments. • Annual Board of Trustees Meeting Calendar for January-December • Annual District Academic Calendar • RCCD Report Card on the Strategic Plan • Annual Independent Audit Report for RCCD • Annual Independent Audit Report for RCCD Foundation • Fall Scholarship Award to Student Trustee
January	<ul style="list-style-type: none"> • Accountability Reporting for Community Colleges • Grants Office Annual Winter Report • Federal Legislative Update • Annual Nonresident Tuition and Capital Outlay Surcharge Fees • Proposed Curricular Changes
February	<ul style="list-style-type: none"> • CCFS-311Q-Quarterly Financial Status Report (2nd Quarter) • Presentation of Governor's Budget Proposal • Recommendation Not to Employ (March 15th Letters)
March	<ul style="list-style-type: none"> • Annual Adoption of Education Protection Account Funding and Expenditures
April	<ul style="list-style-type: none"> • Academic Rank – Full Professors • Annual Authorization to Encumber Funds (Resolution for RCOE) • Presentation on Fiscal Year RCCD Budget Planning • Proposed Curricular Changes
May	<ul style="list-style-type: none"> • CCFS-311Q-Quarterly Financial Status Report (3rd Quarter) • Summer Workweek • College Closure – Holiday Schedule • Resolution to Recognize Classified School Employee Week • Board of Trustees Annual Self-Evaluation • Chancellor's Evaluation
June	<ul style="list-style-type: none"> • Administration of Oath of Office to Student Trustee • Spring Scholarship Award to Student Trustee • Department Chairs and Stipends, Academic Year • Coordinator Assignments • Extra-Curricular Assignments • Notices of Employment–Tenured Faculty; Contract Faculty; and Categorically Funded Academic Administrator Employment Contracts • Notice of Public Hearing on the Fiscal Year Budget • Five-Year Capital Construction Plan, Initial Project Proposals and Final Project Proposals • Moreno Valley College Catalog • Norco College Catalog • Riverside City College Catalog • Board Self Evaluation – Reporting Out

COMMITTEES OF THE BOARD OF TRUSTEES - PLANNING WORKSHEET

A. Governance	B. Teaching and Learning	C. Planning and Operations	D. Resources	E. Facilities
Chancellor	Vice Chancellor, Academic Affairs	Chief of Staff and Facilities Development	Vice Chancellor, Business & Financial Services; Vice Chancellor, Diversity and Human Resources	Chief of Staff and Facilities Development
<ul style="list-style-type: none"> ■ Board Policies for Approval and Second Reading (Brown/Adams) 	<div style="border: 1px solid black; padding: 5px;"> <ul style="list-style-type: none"> ✓ Board report & backup materials attached for review by the Cabinet. ■ Board report and/or backup not yet complete – review pending. ★ Approved by the Cabinet for placement on the Board agenda. <p style="text-align: center; color: red; font-weight: bold;">ALL FINAL REPORTS DUE TO THE CHANCELLOR'S OFFICE BY 08/25/15 & 09/08/15.</p> </div>		<ul style="list-style-type: none"> ■ Budget Reserve (Brown) ■ Public Hearing and Budget Adoption for the 2015-16 RCCD Budget (Brown) 	<ul style="list-style-type: none"> ✓ Agreement Amendment 4 for MVC Network Operations Center For Additional Construction Administrative Services (Mayo, (Carlson))

Agenda Item (V-A)

Meeting 8/18/2015 - Regular

Agenda Item Student Report (V-A)

Subject Student Report

College/District District

Information Only

Background Narrative:

Student Trustee Ryan Rudolph will be presenting the report about the recent and future student activities at Moreno Valley College, Norco College, Riverside City College, and Riverside Community College District.

Prepared By: Michael Burke, Ph.D., Chancellor
Chris Carlson, Chief of Staff & Facilities Development

Attachments:

Agenda Item (VI-A-1)

Meeting	8/18/2015 - Regular
Agenda Item	Consent Agenda Action (VI-A-1)
Subject	Academic Personnel
College/District	District
Funding	
Recommended Action	It is recommended that the Board of Trustees approve/ratify the academic personnel actions

Background Narrative:

Riverside Community College District, pursuant to Board Policies, routinely makes academic personnel appointments and takes actions. The attached list of academic personnel actions are for the Board's approval/ratification.

Prepared By: Sylvia Thomas, Interim Vice Chancellor, Diversity and Human Resources

Attachments:

[20150818_Academic Personnel](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
DIVERSITY AND HUMAN RESOURCES

Subject: Academic Personnel

Date: August 18, 2015

1. Appointments

Board Policy 2200 authorizes the Chancellor (or designee) to make an offer of employment to a prospective employee, subject to final approval by the Board of Trustees.

The Chancellor recommends approval for the following appointment(s) and authorizes the Interim Vice Chancellor, Diversity and Human Resources to sign the employment contracts:

a. Management Contract(s)

<u>Name</u>	<u>Position Title</u>	<u>Term of Employment</u>	<u>Salary Placement</u>
RIVERSIDE CITY COLLEGE			
Alvarado, Cecilia	Interim Vice President, Student Services	07/13/15*	AB-3
Hanson, Virginia	Acting Vice President, Academic Affairs	07/16/15*	AB-4
Kearn, Tamra	Interim Dean of Instruction (Languages, Humanities and Social Sciences)	07/01/15*	Z-4

b. Contract Faculty

<u>Name</u>	<u>Discipline</u>	<u>Effective Date</u>	<u>Salary Placement</u>
MORENO VALLEY COLLEGE			
ASSISTANT PROFESSOR			
Odil, Orby	Fire Technology	08/25/15	D-6
NORCO COLLEGE			
ASSISTANT PROFESSOR			
Covarrubias, Araceli	Spanish	08/25/15	C-2
Popiden, Sandra	Political Science	08/25/15	H-5
Russell, Timothy	History	08/25/15	H-4
RIVERSIDE CITY COLLEGE			
ASSISTANT PROFESSOR			
Conrad, Paul	Computer Science/Computer Information Systems	08/25/15	F-3
Morrissey, Kevin	Theatre Arts (Design & Technical Theater)	08/25/15	G-8

(Until vacancy is filled; not to exceed one year)*

c. Long-Term, Temporary Faculty

<u>Name</u>	<u>Discipline</u>	<u>Effective Date</u>	<u>Salary Placement</u>
NORCO COLLEGE			
VISITING ASSISTANT PROFESSOR			
Galvez, Susanna	Counseling (Extended Opportunities Programs & Services)	08/25/15	D-6
Midgett, Jethro	Counseling	08/25/15	D-6
RIVERSIDE CITY COLLEGE			
VISITING ASSISTANT PROFESSOR			
Ducat, James	English	08/25/15	G-6
Fontaine, Kristin	Nursing	08/25/15	E-6
Matuszak, Melissa	Administration of Justice	08/25/15	F-1
Shipway, Stacy	Nursing	08/25/15	E-6
Taylor, Star	English	08/25/15	E-6

d. Extra-Curricular Assignments, Academic Year 2015-16

Revisions/Additions to the list submitted/approved by the Board of Trustees on June 16, 2015.

<u>Name</u>	<u>Activity</u>	<u>Addition/Revision</u>	<u>Stipend</u>
Dower, Kelli	Director of Choir, Moreno Valley College	Revision	\$.00
Schinke, Ward	Model United Nations Coach	Revision	\$.00
Slavick, Ervin	Model United Nations Coach	Addition	\$4155.00

e. Department Chairs and Stipends, Academic Year 2015-16

Revisions/Additions to the list submitted/approved by the Board of Trustees on June 16, 2015.

<u>Name</u>	<u>Department</u>	<u>Revision</u>	<u>Stipend</u>
RIVERSIDE CITY COLLEGE			
Mayse, Kevin	Music	100%	\$5683.00
Carreras, Sofia	Performing Arts	50%	\$2841.50
David Nelson	Performing Arts	50%	\$2841.50
Kearn, Tammy	English & Media Studies	0%	\$.00
NORCO COLLEGE			
Johnson, Brian	Mathematics	0%	\$.00

Subject: Academic Personnel

Date: August 18, 2015

2. Emeritus Awards, Faculty

Board Policy and Administrative Procedure 4000 authorizes the rank of Emeritus to any faculty member who has earned retirement and is based on the academic rank the faculty member held at the time of retirement. With the concurrence of the Academic Senate, it is recommended that the Board of Trustees award the title of Emeritus for their many years of outstanding service at Riverside Community College District to the following faculty.

NORCO COLLEGE

<u>Name</u>	<u>Discipline</u>
Crasnow, Sharon	Philosophy
Flick, Arend	English
Smith, Deborah	Mathematics

RIVERSIDE CITY COLLEGE

<u>Name</u>	<u>Title</u>
Burris, Robert	Air Conditioning

3. Categorically Funded Academic Administrator Contracts

Correction to the list submitted/approved by the Board of Trustees on June 16, 2015.

<u>Name</u>	<u>Position</u>	<u>Term of Employment</u>	<u>Salary Placement</u>
McCarson, Daniela	Assistant Dean, CalWORKS & Special Funded Programs	07/01/15 – 06/30/16	S-5

4. Salary Reclassification

Board Policy 7160 establishes the procedures for professional growth and salary reclassification. It is recommended the Board of Trustees grant a salary reclassification to the following faculty member.

<u>Name</u>	<u>From Column</u>	<u>To Column</u>	<u>Effective Date</u>
Indermuehle, Denise	E	F	09/01/15
Rodman, Richard	G	H	09/01/15

Subject: Academic Personnel

Date: August 18, 2015

5. Separation(s)

Board Policy 7350 authorizes the Chancellor to officially accept the resignation of an employee and the Chancellor has accepted the following resignation(s).

It is recommended the Board of Trustees approve the resignation of the individual(s) listed below:

<u>Name</u>	<u>Title</u>	<u>Last Day of Employment</u>	<u>Reason</u>
Vargas, Vidal	Visiting Assistant Professor, Counseling	08/12/15	Personal

Agenda Item (VI-A-2)

Meeting	8/18/2015 - Regular
Agenda Item	Consent Agenda Action (VI-A-2)
Subject	Classified Personnel
College/District	District
Funding	
Recommended Action	It is recommended that the Board of Trustees approve/ratify the classified personnel actions

Background Narrative:

Riverside Community College District, pursuant to Board Policies, routinely makes classified personnel appointments and takes actions. The attached list of classified personnel actions are for the Board's approval/ratification.

Prepared By: Sylvia Thomas, Interim Vice Chancellor, Diversity and Human Resources

Attachments:

[20150818 Classified Personnel](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
DIVERSITY AND HUMAN RESOURCES

Subject: Classified Personnel

Date: August 18, 2015

1. Appointments

Board Policy 2200 authorizes the Chancellor (or designee) to make an offer of employment to a prospective employee, subject to final approval by the Board of Trustees.

The Chancellor recommends the Board of Trustees approve/ratify the following appointments:

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Contract/ Salary</u>	<u>Action</u>
a. Management/Supervisory				
DISTRICT				
Hampton, Terri	Vice Chancellor, Human Resources and Employee Relations	09/01/15- 08/31/17	Contract (\$177,927/year)	Appointment
MORENO VALLEY COLLEGE				
Kirkpatrick, Ronald	Grounds Supervisor	07/14/15	L-1	Appointment
NORCO COLLEGE				
Bradfield, Diana	Assistant Manager, Food Services	08/24/15	O-3	Appointment
b. Management/Supervisory – Categorically Funded				
NORCO COLLEGE				
Lopez, Jesse	Career & Technical Education Project Supervisor	07/20/15	O-2	Appointment
Sinclair, Maureen	Career & Technical Education Project Supervisor	06/22/15	O-3	Appointment
c. Classified/Confidential				
DISTRICT				
Baldanado, Celeste	Payroll Technician	06/29/15	K-1	Appointment
Gonsier, Heidi	Executive Administrative Assistant, Office of the Chancellor/Board of Trustees	08/10/15	P-1	Appointment
Sanchez, Patricia	Payroll Technician	07/01/15	K-1	Appointment

Subject: Classified Personnel

Date: August 18, 2015

1. Appointments (Cont'd)

c. Classified/Confidential – continued

MORENO VALLEY COLLEGE

Segura, Sharlena	Administrative Assistant III (Career and Technical Education)	08/01/15	I-5	Promotion
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RIVERSIDE CITY COLLEGE

Caico, James	Senior Tool Room Attendant	08/04/15	G-1	Appointment
Coverdell, Greta	Instructional Department Specialist	07/20/15	K-5	Promotion
Davis, Lourdes	Student Services Technician	08/01/15	J-5	Rehire
Gilbertson, Beth	Administrative Assistant III (Library/Learning Resources)	08/24/15	I-LS1	Transfer
Lopez, Linda	Admissions and Records Operations Assistant (Part-Time, 48.75%)	07/06/15	C-5	Rehire

d. Classified/Confidential – Categorically Funded

MORENO VALLEY COLLEGE

Thompson, Rowana	Academic Evaluations Specialist	09/01/15	K-4	Rehire
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NORCO COLLEGE

Abrica, Elvira	Institutional Research Specialist	07/01/15	O-4	Appointment
Montoya, Tabitha	Counseling Clerk II (Part-Time, 47.5%)	08/24/15	G-1	Appointment

RIVERSIDE CITY COLLEGE

Muniz, Anthony	Academic Evaluations Specialist	06/29/15	K-5	Rehire
Perez, Christel	Administrative Assistant II (Part-Time, 62.50%)	07/08/15	G-5	Rehire/Promotion

2. Request(s) for Temporary Increase in Workload

It is recommended the Board of Trustees approve the temporary increase in workload for the following individual(s). The request(s) have the approval of the college President(s).

<u>Name</u>	<u>Title</u>	<u>From/To Workload</u>	<u>From/To</u>
Agamaite, Lauren	Admissions and Records Operations Assistant	47.5% to 72.5%	06/17/15-12/31/15
Castro, Brizeida	Customer Service Clerk	47.5% to 100%	05/20/15-06/30/15
James, Tenisha	Director, Student Support Services Grant	75% to 100%	06/24/15-08/21/15
Lizardi, Angel	Administrative Assistant III	47.5% to 100%	07/14/15-09/30/15
Uduman, Shazna	Student Services Specialist	72.5% to 100%	08/24/15-12/31/15

3. Request(s) for Permanent Increase in Workload

It is recommended the Board of Trustees approve the permanent increase in workload for the following individual(s). The request(s) have the approval of the college President(s).

<u>Name</u>	<u>Title</u>	<u>From/To Workload</u>	<u>Effective Date</u>
Etchison, Ashley	Employment Placement Coordinator	75% to 100%	07/01/15
James, Tenisha	Director, Student Support Services	75% to 100%	08/24/15
Nguyen, Liem	Accounting Clerk	50% to 100%	08/31/15

4. Requests for Temporary Reduced Workload During the 4/10 Work Schedule

The following classified employees have requested a temporary reduced workload during the 4/10 work schedule beginning June 08, 2015 through August 13, 2015. There will be no impact to employee medical benefits during this period.

It is recommended the Board of Trustees approve temporary reduced workloads beginning June 08, 2015 through August 13, 2015, for the following classified, confidential and management employees:

<u>Name</u>	<u>Title</u>	<u>From</u>	<u>To</u>
MORENO VALLEY COLLEGE			
Alali, Howaida	Laboratory Technician II	100%	80%
Davis, Lourdes	Administrative Assistant	100%	80%
RIVERSIDE CITY COLLEGE			
Hernandez, Stefanie	Educational Advisor	100%	80%
Sing, Linda	Library Technical Assistant II	100%	80%
Vargas, Rosalba	Student Services Technician	100%	90%

5. Revisions to Reclassification Requests

At its meeting of June 16, 2015, the Board of Trustees approved the reclassifications of several classified positions. There are a few revisions that need to be made to the previously submitted/approved requests:

It is recommended the Board of Trustees approve the following revisions to the reclassification requests previously approved at the regular meeting of June 16, 2015:

APPROVED AS FOLLOWS:

<u>Title</u>	<u>Incumbent</u>	<u>Grade</u>
<u>Change in Grade and Title</u>		
Administrative Assistant I change in title to Administrative Assistant II	Claudette Ellis	15-6 to G-LS2
<u>Change in Title, No Change in Grade</u>		
Matriculation Specialist change in title to Student Success and Support Program Assistant	Patricia Brusca	
Matriculation Specialist change in title to Student Success and Support Program Assistant	Lupe Delgadillo	
Matriculation Specialist change in title to Student Success and Support Program Assistant	Carmen Valencia	

REVISE AS FOLLOWS:

<u>Change in Grade and Title</u>		
<u>Title</u>	<u>Incumbent</u>	<u>Grade</u>
Administrative Assistant I change in title to Administrative Assistant II	Claudette Ellis	E-LS3 to G-LS3
<u>Change in Title, No Change in Grade</u>		
<u>Title</u>	<u>Incumbent</u>	<u>Grade</u>
Matriculation Program Assistant change in title to Student Success and Support Program Assistant	Patricia Brusca	
Matriculation Program Assistant change in title to Student Success and Support Program Assistant	Lupe Delgadillo	
Matriculation Program Assistant change in title to Student Success and Support Program Assistant	Carmen Valencia	

6. Rescind Layoff Notices

At its meeting of May 19, 2015, the Board of Trustees adopted Resolution No. 59-14/15, which authorized the Chancellor, or Designee, of the District to Layoff and Reduce Hours of the Classified Service.

It is recommended the Board of Trustees rescind the reduction of classified service and layoff notices for the following positions:

<u>Position Title</u>	<u>Department</u>	<u>FTE</u>	<u>College</u>
Program Director, Student Support Services	Student Services	1.000	Norco
Grants Administrative Specialist	Student Services	1.000	Norco
Director, Student Support Services Grant	Student Services	0.750	Riverside
Accounting Clerk	Student Services	0.500	Riverside
Director, Student Support Services Grant	Student Services	0.750	Moreno Valley

7. Separation(s)

Board policy 7350 authorizes the Chancellor to officially accept the resignation of an employee and the Chancellor has accepted the following resignation(s).

It is recommended the Board of Trustees approve/ratify the resignation of the individual(s) listed below:

<u>Name</u>	<u>Position</u>	<u>Last Date of Employment</u>	<u>Reason</u>
Abernathy, Charles	Customer Service Clerk	07/16/15	Non-Continuance of Probation
Adams, Ruth	General Counsel	08/31/15	Retirement
Bratton, Mason	Custodian	07/14/15	Non-Continuance of Probation
Buckley, Julia	IDS	09/24/15	Retirement
Cruz, Pedro (PJ)	Systems Administrator	08/21/15	Retirement
Gordon, Carolyn	Administrative Assistant II	06/30/15	Retirement
Litke, Julie	Revenue/Accounts Receivable Specialist	08/31/15	Retirement
Lopez, Linda	Admissions and Records Operations Assistant	07/14/15	Personal
McDonald, Sheila	Executive Administrative Assistant	08/21/15	Retirement
Payne, Carmen	Facilities Access and Utilization Coordinator	07/23/15	Personal
Peralta, Carlos	Custodian	05/15/15	Retirement
Salas, Leslie	Administrative Assistant IV	08/13/15	Personal

Agenda Item (VI-A-3)

Meeting	8/18/2015 - Regular
Agenda Item	Consent Agenda Action (VI-A-3)
Subject	Other Personnel
College/District	District
Funding	n/a
Recommended Action	It is recommend that the Board of Trustees approve/ratify the other personnel actions

Background Narrative:

Riverside Community College District Board of Trustees, pursuant to Board policies and education code requirements, routinely makes other personnel appointments such as hiring of non-classified substitute, short-term, professional expert, and student employees. The attached list of other personnel actions are for the Board's approval/ratification.

Prepared By: Sylvia Thomas, Interim Vice Chancellor, Diversity and Human Resources

Attachments:

[20150818_Other Personnel](#)
[20150818_Other Personnel_Backup](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
DIVERSITY AND HUMAN RESOURCES

Subject: Other Personnel

Date: August 18, 2015

1. Substitute Assignments

Pursuant to Ed Code 88003, substitute assignments are made to allow the District time to recruit vacant positions or provide absence coverage. It is recommended that the Board of Trustees approve/confirm the substitute assignments as indicated on the attached list.

2. Short-Term Positions

Pursuant to Ed Code 88003, a short-term employee is any person employed to perform a service for the District, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. It is recommended that the Board of Trustees approve/confirm the short-term positions as indicated on the attached list.

3. Full-Time Students Employed Part-Time and Part-Time Students Employed Part-Time on Work Study

Pursuant to Ed Code 88003, full-time students employed part-time and part-time students employed part-time on work study are hired on an hourly, as needed basis. It is recommended that the Board of Trustees approve/confirm the student worker positions as indicated on the attached list.

4. Professional Experts

Pursuant to Ed Code 88003, a professional expert is any person employed on a temporary basis for a specific project, regardless of length of employment. It is recommended that the Board of Trustees approve the employment of the following professional experts and authorize the Interim Vice Chancellor, Diversity and Human Resources to sign the employment agreement.

<u>Name</u>	<u>Position</u>	<u>Department</u>	<u>Location</u>	<u>Term</u>	<u>Amount</u>
Berber, Alicia	Head Women's Basketball Coach	Athletics	RCC	07/01/15-06/30/16	\$43,640/year
Mathews, Philip	Head Men's Basketball Coach	Athletics	RCC	07/01/15-06/30/16	\$87,300/year
Smith, Damien	Head Women's Track/ Cross Country Coach	Athletics	RCC	07/01/15-06/30/16	\$43,640/year

SUBSTITUTE ASSIGNMENTS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
DISTRICT				
Aldasoro, Jessica	Payroll Technician	Payroll	07/01/15-12/31/15	\$29.48
	Human Resources	Diversity & Human		
Tewahaftewa, Ann	Generalist	Resources	07/01/15-06/30/16	\$34.48
MORENO VALLEY				
Bunting, Katrina	Food Service Worker III	Food Services	08/31/15-10/29/15	\$18.86
Deans, Sam	Computer Technician	Services	07/01/15-06/30/16	\$17.31
Jones, Abreesha	Counseling Clerk I	Student Services	07/06/15-09/06/15	\$17.31
		Grant and College		
Maciel, Sandra	Administrative Assistant II	Support Programs	07/01/15-08/19/15	\$18.96
McDonald, Tammy	Custodian	Facilities	07/01/15-06/30/16	\$16.47
	Instructional Media	Technology Support		
McLaughlin, Devin	Assistant	Services	07/01/15-06/30/16	\$22.82
	Enrollment Services			
Ramirez, Darlene	Assistant	Counseling	06/15/15-06/29/15	\$17.31
Ramirez, Veronica	Custodian	Facilities	07/01/15-06/30/16	\$16.47
Villanueva, Adelaida	Administrative Assistant I	Student Services	07/01/15-06/30/16	\$18.01
Wardlow, Adrian	Custodian	Facilities	07/01/15-06/30/16	\$16.47
RIVERSIDE				
Alvarez, Steve	Grounds	Facilities	07/01/15-06/30/16	\$17.31
Bean, Jamie	Cashier Clerk	Business Services	07/01/15-09/01/15	\$18.96
Castro, Jonathan	Cashier Clerk	Business Services	07/01/15-09/30/15	\$18.96
D'Amico, Stephanie	Student Activities Clerk	Student Activities	07/01/15-12/30/15	\$18.96
Jewell, Melyssa	Piano Accompanist	Performing Arts	08/31/15-06/30/16	\$26.18
		Performing Arts -		
Ohlheiser, Chad	Piano Accompanist	Dance	08/31/15-06/30/16	\$26.18

SHORT-TERM POSITIONS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
DISTRICT				
Berry, Kelli	Interpreter Apprentice	Disability Resource Center	07/01/15-06/30/16	\$11.00
Buckley, Beverly	Proofreader	Strategic Communications & Relations	07/01/15-06/30/16	\$25.00
DeFoe, Elyse	Interpreter I	Disability Resource Center	07/01/15-06/30/16	\$25.00
Dustin, Hannah	Office Assistant III	Diversity and Human Resources	08/19/15-06/30/16	\$12.50
George, Stephanie	Interpreter I	Disability Resource Center	07/23/15-06/30/16	\$25.00
Lopez, Linda	Scanner	Diversity and Human Resources	08/03/15-06/30/16	\$15.00
Nunez, Roberto	Interpreter Apprentice	Disability Resource Center	07/01/15-06/30/16	\$11.00
Porter, Alisha	Interpreter Apprentice	Disability Resource Center	08/19/15-06/30/16	\$11.00
Rossum, Jim	Detective/Investigator	RCCD Safety and Police	08/19/15-06/30/16	\$25.00
Trevino, Catherine	Interpreter Apprentice	Disability Resource Center	08/19/15-06/30/16	\$11.00
MORENO VALLEY				
Clark, Aaron	Supplemental Instrucional Leader	GPSP/STEM Title III	08/01/15-06/30/16	\$12.00
Copado, Ivan	Upward Bound College Mentor	Student Services	08/06/15-06/30/16	\$12.00
Cosgove, Erin	Supplemental Instrucional Leader	GPSP/STEM Title III	07/01/15-06/30/16	\$12.00
Galindo, Felicia	Office Assistant II	Outreach	08/10/15-08/31/15	\$10.50
Granados, Jennifer	Office Assistant III	Assessment Center	08/06/15-08/31/15	\$12.50
Harmison, Dominic	Supplemental Instrucional Leader	GPSP/STEM Title III	07/01/15-06/30/16	\$12.00
Mabon, Theo	Facilities Assistant	Facilities	07/01/15-08/31/15	\$18.00
Miller, Delia	Office Assistant III	Outreach	07/15/15-09/01/15	\$12.50
Monroe, Breanna	Office Assistant III	Outreach	06/22/15-08/31/15	\$12.50
Munoz, Rosa	Office Assistant II	Outreach	06/30/15-08/31/15	\$10.50
Perez, Stephanie	Supplemental Instrucional Leader	GPSP/STEM Title III	*06/16/15-06/30/16	\$12.00
Richards, Shenise	Office Assistant III	Assessment Center	06/01/15-08/31/15	\$12.50

*Correction to date

SHORT-TERM POSITIONS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
	Academic/Academy			
Seymore, Marris	Coordinator	Student Services	07/01/15-09/30/15	\$25.00
Suarez, Carlos	Survey Analyst	Student Services	07/01/15-09/12/15	\$35.00
	Supplemental			
Tope, Ilona	Instrucional Leader	Basic Skills	07/01/15-06/30/16	\$12.00
NORCO				
		Student Financial		
Cardona, Noemi	Office Assistant IV	Services	09/01/15-03/30/16	\$14.00
		Upward Bound		
Heredia, Patricia	Grant Facilitator	Programs	08/19/15-06/30/16	\$40.00
	Upward Bound	TRiO/Upward Bound		
Medina, Sandra	College Mentor	Programs	08/19/15-06/30/16	\$12.00
		TRiO/Upward Bound		
Mosqueda, Denise	Grant Facilitator	Programs	08/19/15-06/30/16	\$40.00
		Upward Bound		
Nelson, William	Grant Facilitator	Programs	08/19/15-06/30/16	\$40.00
		TRiO/Upward Bound		
Ramirez, Rosalie	Grant Facilitator	Programs	08/19/15-06/30/16	\$40.00
		TRiO/Upward Bound		
Rodriguez, Talia	Tutor IV	Programs	08/19/15-06/30/16	\$10.00
Vasquez, Bethlehem	Puente Assistant	Counseling/Puente	08/19/15-06/30/16	\$9.00
RIVERSIDE				
	Coach, Summer			
Adams, James	Activities	Kinesiology/Athletics	07/01/15-08/21/15	\$17.54
	Supplemental			
Bennett, Toryona	Instructional Leader	Academic Support	07/01/15-06/30/16	\$12.00
	Coach, Summer			
Borden, Thomas	Activities	Kinesiology/Athletics	07/01/15-08/21/15	\$17.54
	Supplemental			
Diaz, Sandra	Instructional Leader	Academic Support	07/01/15-06/30/16	\$12.00
	Coach, Summer			
Garza, Rolando	Activities	Kinesiology/Athletics	07/01/15-08/21/15	\$17.54
	Supplemental			
Gonser, Adam	Instructional Leader	Academic Support	07/16/15-06/30/16	\$12.00
	Supplemental			
Ishak, Bassem	Instructional Leader	Academic Support	08/19/15-06/30/16	\$12.00
	Coach, Summer			
Kammert, Sarah	Activities	Kinesiology/Athletics	07/01/15-08/21/15	\$17.54
	Coach, Summer			
McCormick, Trisha	Activities	Kinesiology/Athletics	07/01/15-08/21/15	\$17.54

SHORT-TERM POSITIONS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
		Upward Bound		
Mosqueda, Denise	Grant Facilitator Supplemental	Programs	08/19/15-06/30/16	\$40.00
Nygaard, Brittany	Instructional Leader Supplemental	Academic Support	08/19/15-06/30/16	\$12.00
Paschke, Jaron	Instructional Leader	Academic Support	07/01/15-06/30/16	\$12.00
Rodriguez, Gabriel	Stage Technician IV	Performance Riverside Fine and Performing	08/21/15-06/30/16	\$12.65
Rodriguez, Gabriel	Stage Technician IV Supplemental	Arts	08/21/15-06/30/16	\$12.65
Rodriguez Valencia, Javier	Instructional Leader Supplemental	Academic Support	07/01/15-06/30/16	\$12.00
Romano, Jenna	Instructional Leader Stage Master	Academic Support	07/01/15-06/30/16	\$12.00
Rupe, Jason	Carpenter Stage Master	Performance Riverside	08/21/15-06/30/16	\$17.00
Rupe, Jason	Carpenter	Theater Fine and Performing	08/21/15-06/30/16	\$17.00
Sheffler, Travis	Box Office Specialist Supplemental	Arts	07/01/15-06/30/16	\$13.00
Tan, Meanop	Instructional Leader Supplemental	Academic Support	07/01/15-06/30/16	\$12.00
Walters, Howard	Instructional Leader Supplemental	Academic Support	07/01/15-06/30/16	\$12.00
Weng, Cheng	Instructional Leader Supplemental	Academic Support	07/01/15-06/30/16	\$12.00
Ybarra, Allyssa	Instructional Leader	Academic Support	07/01/15-06/30/16	\$12.00

*Correction to date

FULL-TIME STUDENTS EMPLOYED PART-TIME AND
PART-TIME STUDENTS EMPLOYED PART-TIME ON WORK STUDY

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
<u>DISTRICT FUNDS</u>				
RIVERSIDE COMMUNITY COLLEGE DISTRICT				
Crespo, Cynthia	Student Aide II	Career and Technical Educ. - RCC	07/01/15	\$ 10.00
Rodriguez Torres, Karina	Student Aide II	Career and Technical Educ. - RCC	07/01/15	\$ 10.75
Verstappe, Anthony	Student Aide II	Career and Technical Educ. - RCC	07/01/15	\$ 10.00
MORENO VALLEY COLLEGE				
Abarca, Michelle	Student Aide I	Early Childhood Education	07/01/15	\$ 9.50
Aguilar Sanchez, Angela	Student Aide I	Food Services	07/23/15	\$ 9.00
Aquino, Angelo	Student Aide III	Tutorial Services	07/01/15	\$ 11.00
Arambula, Martin	Student Aide I	Early Childhood Education	07/01/15	\$ 9.50
Avila, Karina	Student Aide I	Tutorial Services	07/01/15	\$ 9.00
Avila, Stephany	Student Aide III	Tutorial Services	07/01/15	\$ 11.00
Bailey, Rashaun	Student Aide I	Food Services	07/23/15	\$ 9.00
Beilman, Jennifer	Student Aide III	Tutorial Services	07/07/15	\$ 11.00
Broussard, Lynnette	Student Aide II	Technology Services	07/01/15	\$ 10.00
Brown, Victoria A	Student Aide I	Food Services	07/01/15	\$ 9.00
Bunting, Katrina	Student Aide I	Food Services	07/01/15	\$ 9.00
Carbajal, Cristina	Student Aide II	Dental Assistant Program	07/01/15	\$ 10.00
Carpinteyro, Kimberly	Student Aide I	Food Services	07/01/15	\$ 9.00
Carr, Leann Ashlee	Student Aide I	Food Services	07/01/15	\$ 9.00
Castaneda-Hernandez, Emma	Student Aide II	Tutorial Services	07/01/15	\$ 10.50
Castillo, Emmanuel	Student Aide III	STEM Student Success Center	07/01/15	\$ 11.00
Castillo, Jose	Student Aide III	STEM Student Success Center	07/01/15	\$ 11.00
Chavez, Alicia	Student Aide III	Tutorial Services	07/15/15	\$ 11.00
Chulpema, Piyasri	Student Aide II	Tutorial Services	07/14/15	\$ 10.00
Cifuentes, Abraham	Student Aide III	Upward Bound	07/01/15	\$ 11.00
Cole, Russell	Student Aide I	Food Services	07/01/15	\$ 9.00
Cortes, Jessica	Student Aide I	Early Childhood Education	07/01/15	\$ 9.50
Cosgrove, Erin	Student Aide IV	Tutorial Services	07/01/15	\$ 12.00
Daligid, Kryn Micaela	Student Aide I	Tutorial Services	07/01/15	\$ 9.75
De Alba Hernandez, Gonzalo	Student Aide II	Tutorial Services	08/03/15	\$ 10.00
DeLeon, Gabriel	Student Aide III	Upward Bound	07/01/15	\$ 11.00
DelPilar, Rodrigo	Student Aide II	Math Lab	07/01/15	\$ 10.00

FULL-TIME STUDENTS EMPLOYED PART-TIME AND
PART-TIME STUDENTS EMPLOYED PART-TIME ON WORK STUDY

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<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
MORENO VALLEY COLLEGE (continued)				
Diaz, Alisha M	Student Aide I	EOPS	07/21/15	\$ 9.00
Dolan, Dylan Thomas	Student Aide II	Tutorial Services	08/03/15	\$ 10.00
Donate, Jessica	Student Aide II	Tutorial Services	07/01/15	\$ 10.00
Dunn, Amanda	Student Aide II	Early Childhood Education	07/01/15	\$ 9.50
Flores, Flor	Student Aide II	Tutorial Services	07/01/15	\$ 10.00
Fukushima, Eiko	Student Aide II	Math Lab	07/01/15	\$ 10.50
Gallo, Stephanie	Student Aide V	Technology Services	07/01/15	\$ 13.00
Garrido Herrarte, Lesly	Student Aide I	Food Services	07/27/15	\$ 9.00
Gonzalez, Leticia	Student Aide I	Food Services	07/23/15	\$ 9.00
Grayson, Christian	Student Aide II	Math Lab	07/01/15	\$ 10.00
		STEM Student Success		
Guerrero, Yoenai	Student Aide III	Center	07/01/15	\$ 11.00
Guevara, Osmin	Student Aide II	Tutorial Services	07/01/15	\$ 10.00
Guidote, Francesca	Student Aide II	Tutorial Services	07/01/15	\$ 10.00
Guidote, Maria	Student Aide II	Tutorial Services	07/01/15	\$ 10.50
Hetman, Bryan	Student Aide II	Math Lab	07/01/15	\$ 10.00
Heydari, Abbas-Ali	Student Aide I	Tutorial Services	07/01/15	\$ 9.75
Holandez, Mary Ann	Student Aide III	Disabled Student Services	07/01/15	\$ 11.00
Jackson, Mykaila	Student Aide I	Writing Reading Center	07/01/15	\$ 9.00
Jeffers, Oona	Student Aide I	Food Services	07/01/15	\$ 9.00
Lopez, Michelle	Student Aide I	Food Services	07/01/15	\$ 9.00
Lucero, Patricia	Student Aide I	Food Services	07/01/15	\$ 9.50
Meda, Gabriela	Student Aide I	Food Services	07/23/15	\$ 9.00
Miller, Jacob	Student Aide II	Tutorial Services	07/01/15	\$ 10.00
Mireles, Hilda Jacqueline	Student Aide I	Food Services	07/01/15	\$ 9.00
Nguyen, Khoa	Student Aide II	Math Lab	07/01/15	\$ 10.00
Nguyen, Vihn	Student Aide II	Math Lab	07/01/15	\$ 10.00
Osuma, Elizabeth	Student Aide I	Tutorial Services	07/01/15	\$ 9.00
Padilla, Andres	Student Aide II	Tutorial Services	07/01/15	\$ 10.50
Patel, Vibhavari	Student Aide II	Tutorial Services	07/01/15	\$ 10.00
Perera, Cecelia	Student Aide I	Early Childhood Education	07/01/15	\$ 9.50
Perez, Stephanie	Student Aide III	Tutorial Services	07/01/15	\$ 11.00
Quintos, Tracy	Student Aide I	Tutorial Services	07/01/15	\$ 9.50
Ramkissoon, Chris	Student Aide III	Tutorial Services	07/01/15	\$ 11.00
Rayo, Noemi	Student Aide I	Early Childhood Education	07/01/15	\$ 9.50
Rojas, Diana	Student Aide I	Early Childhood Education	07/01/15	\$ 9.50
Saavedra, Jose	Student Aide I	Counseling	07/13/15	\$ 9.00
Salcedo-Carrasco, Jose	Student Aide III	Tutorial Services	07/01/15	\$ 11.00
Sanchez, Victor	Student Aide III	Disabled Student Services	07/01/15	\$ 11.00
Santoyo, Mariana	Student Aide III	Student Financial Services	07/01/15	\$ 11.00
Shayegan, Majid	Student Aide II	Math Lab	07/01/15	\$ 10.00

FULL-TIME STUDENTS EMPLOYED PART-TIME AND
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<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
MORENO VALLEY COLLEGE (continued)				
Shayegan, Majid	Student Aide II	Tutorial Services	07/01/15	\$ 10.75
Sivitos, Heidi	Student Aide I	Early Childhood Education	07/01/15	\$ 9.50
Solis, Gladys	Student Aide I	Counseling	07/13/15	\$ 9.00
Stevenson, Shawn	Student Aide I	Food Services	07/01/15	\$ 9.00
Tello, Edsel	Student Aide IV	Tutorial Services	07/13/15	\$ 12.00
Theus, Theresa	Student Aide I	Early Childhood Education	07/01/15	\$ 9.50
Thomas, Elizabeth	Student Aide I	Writing Reading Center	07/01/15	\$ 9.00
Thomas, Elizabeth	Student Aide II	Tutorial Services	07/01/15	\$ 10.50
Valdez, Cecilia	Student Aide I	Early Childhood Education	07/01/15	\$ 9.50
Vielma, Beverly	Student Aide I	Tutorial Services	07/01/15	\$ 9.00
		STEM Student Success Center		
Villasenor, Sofia	Student Aide II	Center	07/01/15	\$ 10.00
Ward, Tiffany	Student Aide II	Math Lab	07/01/15	\$ 10.00
Wood, Broderick	Student Aide III	Tutorial Services	07/01/15	\$ 11.00
Yeboah, Kelvin	Student Aide III	Tutorial Services	08/03/15	\$ 11.00
Zaragoza, Frances	Student Aide I	Food Services	08/03/15	\$ 9.00
Zavala-Lopez, Laura	Student Aide I	Upward Bound	07/01/15	\$ 9.25
NORCO COLLEGE				
Agustin, Jaclyn	Student Aide IV	STEM	07/01/15	\$ 12.00
Al Karam, Ali	Student Aide II	Tutorial Services	07/01/15	\$ 10.00
Asuelime, Jessica	Student Aide V	Title V	07/01/15	\$ 13.75
Ayala, Karla	Student Aide III	Tutorial Services	07/01/15	\$ 10.00
Bode, Amy	Student Aide II	Tutorial Services	07/01/15	\$ 10.00
Carlos-Cruz, Edgar	Student Aide II	Tutorial Services	07/01/15	\$ 10.00
Dailey, Joshua	Student Aide IV	STEM	07/01/15	\$ 12.00
DeGraca, Arom	Student Aide II	Tutorial Services	07/01/15	\$ 10.00
Gomez, Carlos	Student Aide III	Economic Development	07/08/15	\$ 10.00
Gonzalez, Adriana	Student Aide II	Tutorial Services	07/01/15	\$ 10.00
Hinojosa, Michelle	Student Aide III	Tutorial Services	07/01/15	\$ 10.00
Ishak, Baher	Student Aide II	Tutorial Services	07/01/15	\$ 10.00
Johnson, Tabitha	Student Aide III	EOPS/CARE	07/01/15	\$ 11.00
Jolly, Misty	Student Aide II	Tutorial Services	07/01/15	\$ 10.00
Lopez, Brenda	Student Aide II	Tutorial Services	07/01/15	\$ 10.00
Maurico, Deanna	Student Aide III	Tutorial Services	07/01/15	\$ 10.00
Minter, Sydney	Student Aide II	Tutorial Services	07/01/15	\$ 10.00
Pedretti, Taylor	Student Aide II	Tutorial Services	07/01/15	\$ 10.00
Pittman, Rebekah	Student Aide IV	STEM	07/01/15	\$ 12.00
Rasheed, Musa	Student Aide III	Tutorial Services	07/01/15	\$ 10.00
Schepler, Suzanne	Student Aide II	Tutorial Services	07/01/15	\$ 10.00
Schopper, Thomas	Student Aide II	Tutorial Services	07/01/15	\$ 10.00

FULL-TIME STUDENTS EMPLOYED PART-TIME AND
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<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
NORCO COLLEGE (continued)				
Smith, Trinisha	Student Aide III	College Safety	07/01/15	\$ 10.00
Stefanous, Mirianne	Student Aide II	Tutorial Services	07/01/15	\$ 10.00
Toledo, Miguel	Student Aide IV	STEM	07/01/15	\$ 12.00
Vargas, Mario	Student Aide II	Tutorial Services	07/01/15	\$ 10.00
Velazco Miranda, Luis	Student Aide I	Food Services	07/01/15	\$ 9.00
Zagala, Ryan	Student Aide II	Tutorial Services	07/01/15	\$ 10.00
RIVERSIDE CITY COLLEGE				
Aceves, Christopher	Student Aide II	Tutorial Services	07/01/15	\$ 10.00
Aguiar, Raylena	Student Aide II	Health Services	07/01/15	\$ 10.00
Aguirre Abarca, Mirella	Student Aide I	Early Childhood Educ.	07/01/15	\$ 9.00
Alcaraz, Adriana	Student Aide I	Instructional Media Ctr	07/01/15	\$ 9.00
Alvarez, Christopher	Student Aide IV	Academic Support	07/01/15	\$ 12.00
Anderson, Vanessa	Student Aide I	Disability Resource Ctr	07/01/15	\$ 9.00
Arian, Garrett	Student Aide II	Math Learning Center	06/16/15	\$ 10.00
Arian, Garrett	Student Aide II	Math Learning Center	07/01/15	\$ 10.00
Armijo, Antonio	Student Aide I	Performing Arts / Music	07/15/15	\$ 9.00
Avaloz, Misty	Student Aide II	Math Learning Center	07/06/15	\$ 10.50
Baldwin, Sophie	Student Aide I	Early Childhood Educ.	07/01/15	\$ 9.00
Barajas, Giovanni	Student Aide IV	Math Learning Center	07/01/15	\$ 12.00
Barajaz, Cristal	Student Aide I	Early Childhood Educ.	07/01/15	\$ 9.00
Bennett, Toryona	Student Aide IV	Academic Support	07/01/15	\$ 12.00
Berumen, Vanessa	Student Aide I	Outreach	07/01/15	\$ 9.00
Birlea, Amanda	Student Aide IV	Academic Support	07/01/15	\$ 12.00
Black, Allen	Student Aide II	Homeroom / Ujima	07/22/15	\$ 10.00
Borja, Stephany	Student Aide I	Library	07/01/15	\$ 9.00
Bricker, Joshua	Student Aide IV	Academic Support	07/01/15	\$ 12.00
Brown, Christian	Student Aide I	Food Services	08/06/15	\$ 9.00
Buysse, Christian	Student Aide II	Counseling	07/01/15	\$ 10.00
Caddel, Taylor	Student Aide II	Math Learning Center Business Admin / Info	07/01/15	\$ 10.00
Camacho, Joshua	Student Aide I	Systems and Tech.	07/01/15	\$ 9.00
Campbell, Austin	Student Aide IV	Writing and Reading Ctr	07/01/15	\$ 12.00
Campbell, Ian	Student Aide I	Food Services	07/01/15	\$ 9.00
Capetillo, Alexander	Student Aide IV	Academic Support	07/01/15	\$ 12.00
Capul, Linnette	Student Aide I	Food Services	07/27/15	\$ 9.00
Carpenter, Alexander	Student Aide I	Disability Resource Ctr	07/01/15	\$ 9.50
Cecil, James	Student Aide II	Math Learning Center	06/22/15	\$ 10.00
Cecil, James	Student Aide II	Math Learning Center	07/01/15	\$ 10.00
Chandra, Clarissa	Student Aide I	Food Services	07/27/15	\$ 9.00
Chavez Salazar, Johanna	Student Aide II	Counseling	07/01/15	\$ 10.00

FULL-TIME STUDENTS EMPLOYED PART-TIME AND
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<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
RIVERSIDE CITY COLLEGE (continued)				
Chavez, Cynthia	Student Aide I	Library	07/01/15	\$ 9.00
Chen, Junrun	Student Aide II	International Student Ctr	07/01/15	\$ 10.00
Clark, Amanda	Student Aide II	Outreach	07/01/15	\$ 10.75
Clay, Molly	Student Aide I	Health Services	07/01/15	\$ 9.00
Clinkscale, Creshaunda	Student Aide I	Early Childhood Educ.	07/01/15	\$ 9.00
Collard, Nicole	Student Aide I	Food Services	07/01/15	\$ 9.00
Contreras, Nestor	Student Aide III	Library	07/01/15	\$ 11.00
Cook, Lauren	Student Aide I	Early Childhood Educ.	07/01/15	\$ 9.00
Cortes, Andrea	Student Aide I	Instructional Media Ctr	07/01/15	\$ 9.00
Crossley, Hilton	Student Aide I	Instructional Media Ctr	07/01/15	\$ 9.00
Cruz, Edward	Student Aide II	Math Learning Center	06/16/15	\$ 10.00
Cruz, Edward	Student Aide II	Math Learning Center	07/01/15	\$ 10.00
Curticiu, Dana	Student Aide V	International Student Ctr	07/01/15	\$ 13.75
Davidson, Scott	Student Aide IV	Writing and Reading Ctr	07/01/15	\$ 12.00
Davis, Cheryl	Student Aide I	Food Services	07/01/15	\$ 9.00
Davis, Madilaine	Student Aide II	Writing and Reading Ctr	07/01/15	\$ 10.00
De La Cruz, Melissa	Student Aide I	Early Childhood Educ.	07/01/15	\$ 9.00
Delgado, Christian	Student Aide II	Tutorial Services	07/21/15	\$ 10.00
Diaz Aguilera, Jose	Student Aide II	Math Learning Center	07/01/15	\$ 10.00
Diaz-Barbosa, Laura	Student Aide II	Upward Bound	07/09/15	\$ 10.00
Eggleton, Heather	Student Aide I	Early Childhood Educ.	07/01/15	\$ 9.00
Eskew, Beverly	Student Aide I	Food Services	07/01/15	\$ 9.00
Estrada, Connie	Student Aide II	Facilities/Maintenance	07/01/15	\$ 10.00
Evangelista Plascencia, Erik	Student Aide II	International Student Ctr Business Admin / Info	07/06/15	\$ 10.00
Farfan, Alec	Student Aide I	Systems and Tech.	07/01/15	\$ 9.00
Fike, Wayne	Student Aide IV	Writing and Reading Ctr	07/01/15	\$ 12.00
Finau, Tutulu	Student Aide I	Library	07/13/15	\$ 9.00
Fowler, Stephanie	Student Aide III	Library	06/10/15	\$ 11.00
Fowler, Stephanie	Student Aide III	Library	07/01/15	\$ 11.00
Franklin, Kathryn	Student Aide II	Writing and Reading Ctr	07/01/15	\$ 10.00
French, Asten	Student Aide IV	Academic Support	07/01/15	\$ 12.00
Frisbee, Frank	Student Aide III	Math Learning Center	07/22/15	\$ 11.00
Frialdi-Vargas, India	Student Aide I	Performing Arts / Music	07/15/15	\$ 9.00
Gallegos, Carolina	Student Aide II	Upward Bound	07/01/15	\$ 10.00
Garcia, Astrid	Student Aide I	Disability Resource Ctr	07/22/15	\$ 9.00
Garcia, Elizabeth	Student Aide IV	Academic Support	07/01/15	\$ 12.00
Garcia, Jairo	Student Aide I	Math Learning Center	07/21/15	\$ 9.00
Garcia, Miguel	Student Aide I	Outreach	07/01/15	\$ 9.00
Garcia-Ulloa, Karina	Student Aide IV	Writing and Reading Ctr	07/01/15	\$ 12.00
Georgie, Gabriella	Student Aide I	Disability Resource Ctr	07/01/15	\$ 9.50

FULL-TIME STUDENTS EMPLOYED PART-TIME AND
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<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
RIVERSIDE CITY COLLEGE (continued)				
		Kinesiology / Riverside		
Geurts, Kelley	Student Aide I	Aquatics Center	07/15/15	\$ 9.00
Giddens, Chelsea	Student Aide I	Counseling	07/01/15	\$10.00
Gonzales, Abigail	Student Aide I	Food Services	07/01/15	\$ 9.00
Gonzalez Bravo, Maria	Student Aide I	Early Childhood Educ.	07/01/15	\$ 9.00
Gonzalez Garcia, Priscila	Student Aide II	International Student Ctr	07/01/15	\$10.00
Gonzalez, Antonio	Student Aide II	Transfer Center	07/01/15	\$10.00
Gonzalez, Brian	Student Aide I	Assessment Center	07/01/15	\$ 9.00
		Business Admin / Info		
Grant, Rylan	Student Aide I	Systems and Tech.	07/01/15	\$ 9.00
Guzman, Fabian	Student Aide II	Math Learning Center	06/16/15	\$10.00
Guzman, Fabian	Student Aide II	Math Learning Center	07/01/15	\$10.00
Hamilton, Amaris	Student Aide IV	Academic Support	07/01/15	\$12.00
Hanna, Roger	Student Aide III	Library	07/01/15	\$11.00
Hantuli, Neda	Student Aide IV	Academic Support Ctr for Communication	07/01/15	\$12.00
Harebottle, Austin	Student Aide II	Excellence	07/01/15	\$10.00
Haughey, Adam	Student Aide IV	Math Learning Center	07/01/15	\$12.50
Hepler, Katherine	Student Aide I	Outreach	07/01/15	\$ 9.00
Hernandez, Janette	Student Aide I	Outreach Ctr for Communication	07/01/15	\$ 9.00
Hill, Argie	Student Aide I	Excellence	07/01/15	\$ 9.00
Ho, Qui	Student Aide I	EOPS	07/22/15	\$ 9.00
Holm, Michael	Student Aide IV	Academic Support	07/01/15	\$12.00
Hosey Jr., Tommy	Student Aide I	Food Services	07/27/15	\$ 9.00
Huang, Xi	Student Aide II	International Student Ctr	07/15/15	\$10.00
Huynh, Toan	Student Aide IV	Math Learning Center	07/01/15	\$12.00
Jimenez, Gerardo	Student Aide II	Counseling	07/01/15	\$10.00
Jones Jr., Kelsey	Student Aide II	Writing and Reading Ctr	07/13/15	\$10.00
Joneson, Mark	Student Aide IV	Academic Support	07/01/15	\$12.00
Joyner, Jourdan	Student Aide II	Tutorial Services	07/01/15	\$10.50
Kamoto, Jared	Student Aide I	Food Services	07/01/15	\$ 9.00
Kamoto, Leslie	Student Aide I	Food Services	07/01/15	\$ 9.00
Kharrat, Yassine	Student Aide II	Counseling	07/01/15	\$10.00
Ko, Eugene	Student Aide II	International Student Ctr	07/01/15	\$10.00
Leano, Axel	Student Aide I	Library	07/01/15	\$ 9.00
Lee, Hoyon	Student Aide II	Writing and Reading Ctr	07/22/15	\$10.00
Linares, Heather	Student Aide I	Health Services	07/01/15	\$ 9.00
Lomas Carraman, Rosa	Student Aide II	Counseling	07/01/15	\$10.00
Lopez Palomera, Norma	Student Aide I	Early Childhood Educ.	07/01/15	\$ 9.00
Lopez, Vanessa	Student Aide I	Math Learning Center	06/16/15	\$ 9.00

FULL-TIME STUDENTS EMPLOYED PART-TIME AND
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<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
RIVERSIDE CITY COLLEGE (continued)				
Lopez, Vanessa	Student Aide I	Math Learning Center	07/13/15	\$ 9.00
Lugo, Karla	Student Aide III	Library	07/01/15	\$ 11.00
Madrigal, Eduardo	Student Aide I	Instructional Media Ctr	08/04/15	\$ 9.00
Magana, Jose	Student Aide II	Math Learning Center	07/01/15	\$ 10.50
Magee, Gigi	Student Aide IV	Academic Support	07/01/15	\$ 12.00
Marchan, Stephanie	Student Aide I	Library	07/01/15	\$ 9.00
Martin-Corbett, Cheyenne	Student Aide I	Instructional Media Ctr	08/04/15	\$ 9.00
Martinez, Fernando	Student Aide II	Math Learning Center	07/13/15	\$ 10.50
Maxines, Miriam	Student Aide IV	Academic Support	07/01/15	\$ 12.00
McGurn, Colleen	Student Aide II	Writing and Reading Ctr	07/01/15	\$ 10.00
Medina, Iliana	Student Aide II	Counseling	07/01/15	\$ 10.00
Medrano-Ramos, Dora	Student Aide IV	Homeroom / Ujima	07/22/15	\$ 12.00
Mejia, Madeline	Student Aide I	Outreach	07/01/15	\$ 9.00
Merwin, Julisa	Student Aide I	Instructional Media Ctr	07/01/15	\$ 9.00
Monroy, Nohemi	Student Aide I	Library	07/01/15	\$ 9.00
Montilla, Glorymae	Student Aide III	Assessment Center	07/01/15	\$ 11.00
Moore, Brieanne	Student Aide IV	Academic Support	07/01/15	\$ 12.00
Moore, Kiana	Student Aide II	Tutorial Services	07/01/15	\$ 10.00
Moore, Lindsay	Student Aide I	College Safety and Police	07/01/15	\$ 9.00
Morales, Briana	Student Aide I	Math Learning Center	07/22/15	\$ 9.00
Morales, Jasmin	Student Aide I	Assessment Center	07/01/15	\$ 9.00
Munoz, Daisy	Student Aide I	Math Learning Center	07/01/15	\$ 9.00
Nguyen, Quang	Student Aide II	Upward Bound	07/01/15	\$ 10.00
Noe, Robert	Student Aide III	Library	06/10/15	\$ 11.00
Noe, Robert	Student Aide III	Library	07/01/15	\$ 11.00
Ochoa, Catherine	Student Aide I	Food Services	07/01/15	\$ 9.00
Olivas, Cynthia	Student Aide II	Library	07/01/15	\$ 10.00
Padilla Pedroza, Rosalba	Student Aide I	Early Childhood Educ.	07/01/15	\$ 9.00
Palacios, John	Student Aide II	Math Learning Center	06/17/15	\$ 10.00
Palacios, John	Student Aide II	Math Learning Center	07/01/15	\$ 10.00
Palma, Eileen	Student Aide I	Food Services	07/01/15	\$ 9.00
Pearce, Montana	Student Aide II	Math Learning Center	06/16/15	\$ 10.00
Pearce, Montana	Student Aide II	Math Learning Center	07/01/15	\$ 10.00
Pelsh, Amanda	Student Aide II	Academic Support	07/01/15	\$ 10.00
Pena, Lorenzo	Student Aide II	Tutorial Services	07/14/15	\$ 10.00
Pham, Duyen	Student Aide IV	Academic Support	07/01/15	\$ 12.00
Philburn, Michelle	Student Aide I	Outreach	07/01/15	\$ 9.00
Prayogi, Rafika	Student Aide II	Counseling	07/01/15	\$ 10.00
Protz, Megan	Student Aide II	Writing and Reading Ctr	07/01/15	\$ 10.00
Reyes, Brianna	Student Aide I	Math Learning Center	07/01/15	\$ 9.00
Reynolds, Brian	Student Aide IV	Math Learning Center	07/01/15	\$ 12.00

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RIVERSIDE CITY COLLEGE (continued)				
Rhodes, Salihah	Student Aide I	College Safety and Police	07/14/15	\$ 9.00
Rios Espeleta, Gerardo	Student Aide I	Instructional Media Ctr	08/04/15	\$ 9.00
Rodas, Cindy	Student Aide II	Math Learning Center	07/13/15	\$10.00
Rodriguez Jr., Ramon	Student Aide III	Math Learning Center	07/01/15	\$11.00
Rodriguez, Kristina	Student Aide I	Math Learning Center	07/01/15	\$ 9.00
Rodriguez, Ricardo	Student Aide II	Tutorial Services	07/01/15	\$10.50
Roldan, Randy	Student Aide I	Transfer Center	07/14/15	\$ 9.00
Romano, Jenna	Student Aide IV	Academic Support	07/14/15	\$12.00
Ronquillo, Veronica	Student Aide I	Instructional Media Ctr	07/21/15	\$ 9.00
Rosales, Marisol	Student Aide I	Food Services	07/27/15	\$ 9.00
Ruiz, Nancy	Student Aide I	Instructional Media Ctr	07/01/15	\$ 9.00
Salas, Stephanie	Student Aide IV	Academic Support	07/01/15	\$12.00
Saldade-Foster, Annette	Student Aide IV	Writing and Reading Ctr	07/13/15	\$12.00
Sanchez, Bianca	Student Aide I	Disability Resource Ctr	07/01/15	\$ 9.50
Sandoval, Jessica	Student Aide I	Early Childhood Educ.	07/01/15	\$ 9.00
Sherer, Aaron	Student Aide II	Tutorial Services	07/16/15	\$10.00
Simril, Monica	Student Aide I	Food Services	07/01/15	\$ 9.00
Smith, Justin	Student Aide I	Food Services	07/01/15	\$ 9.00
Solano Osorio, Christian	Student Aide IV	Academic Support	07/14/15	\$12.00
Speakerworth, Penny	Student Aide I	Early Childhood Educ. Business Admin / Info	07/01/15	\$ 9.00
Spears, Chamarie	Student Aide I	Systems and Tech.	07/01/15	\$ 9.00
Taggart, Antonia	Student Aide I	Food Services	07/27/15	\$ 9.00
Taketa, Mykaela	Student Aide II	Homeroom / Ujima	07/22/15	\$10.00
Torres Corea, Alonzo	Student Aide II	Tutorial Services	07/01/15	\$10.00
Torres, Kailen	Student Aide I	Food Services	07/01/15	\$ 9.00
Trubey, Jacob	Student Aide IV	Math Learning Center	07/01/15	\$12.50
Tsang, Lok	Student Aide IV	Academic Support	07/01/15	\$12.00
Ulloa, Iris	Student Aide IV	Academic Support	07/01/15	\$12.00
Uribe, Marta	Student Aide III	Disability Resource Ctr	07/13/15	\$11.00
Vanluesauls, Aerial	Student Aide II	Academic Support	07/01/15	\$10.00
Velasco, Ana	Student Aide I	Food Services	07/01/15	\$ 9.00
Vigil, Itzel	Student Aide I	Library	07/01/15	\$ 9.00
White, William	Student Aide I	Disability Resource Ctr	07/01/15	\$ 9.50
Williams, James	Student Aide I	Journalism Business Admin / Info	08/17/15	\$ 9.00
Worden, Steven	Student Aide I	Systems and Tech.	07/01/15	\$ 9.00
Ye, Haolan	Student Aide II	International Student Ctr Business Admin / Info	07/01/15	\$10.00
Yoo, Jiwon	Student Aide I	Systems and Tech.	07/01/15	\$ 9.00
Zena, Luis	Student Aide II	Tutorial Services	07/01/15	\$10.00

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<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
<u>CATEGORICAL FUNDS</u>				
AMERICA READS PROGRAM				
Sanchez, Bianka	Student Aide II	My Learning Studio-RCC	07/01/15	\$ 10.00
AMERICA COUNTS PROGRAM				
Martinez, Rebecca	Student Aide II	My Learning Studio-RCC	07/27/15	\$ 10.00
Sanchez, Bianka	Student Aide II	My Learning Studio-RCC	07/01/15	\$ 10.00
CALWORKS WORK STUDY				
Alex, Shantine	Student Aide II	CalWORKS- NOR Workforce Preparation-	07/09/15	\$ 10.00
Araceli, Alvarado	Student Aide II	MVC	07/02/15	\$ 10.00
Benford, Breana Nicole	Student Aide I	Health Services-MVC Applied Tech /	07/28/15	\$ 9.00
Davis, Marc	Student Aide II	Automotive - RCC Workforce Preparation-	07/01/15	\$ 10.50
Ford, Tanisha	Student Aide II	MVC Student Services /	07/07/15	\$ 10.00
Fries, Melody	Student Aide I	Foster Kinship Program- RCC Health Human	07/01/15	\$ 9.50
Garcia, Alma	Student Aide I	and Public Services -MVC	07/28/15	\$ 9.75
Garcia, Evelyn	Student Aide II	Student Employment-RCC Disability Resource Ctr -	07/01/15	\$ 10.00
Kalinich, Kari	Student Aide II	RCC Admissions and Records-	07/16/15	\$ 10.00
Montes Martinez, Elizabeth	Student Aide I	MVC Career and Transfer Center -	07/28/15	\$ 9.50
Reyes, Ralene	Student Aide II	MVC Workforce Preparation-	07/02/15	\$ 10.50
Rodriguez, Melissa	Student Aide II	MVC Workforce Preparation-	07/02/15	\$ 10.00
Salazar, Christina	Student Aide I	MVC Admissions and Records-	07/02/15	\$ 9.50
Sanderson, Jaimie	Student Aide II	MVC	07/09/15	\$ 10.00
Sierra, Anel	Student Aide II	Student Financial Svcs-RCC	07/27/15	\$ 10.00
Surratt, Veronica	Student Aide II	Counseling - RCC Workforce Preparation-	07/01/15	\$ 10.00
Villegas, Cystal	Student Aide I	MVC	07/23/15	\$ 9.50

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COMMUNITY SERVICE PROGRAM				
		Boys and Girls Club of		
Cabellos, Lizet	Student Aide I	Perris- MVC	07/07/15	\$ 9.75
Galvez, Jesse	Student Aide I	Food Services-Norco	07/01/15	\$ 9.00
Kausar, Mahejabeen	Student Aide I	Food Services-Norco	07/01/15	\$ 9.00
Mesa-Nauls, Erina	Student Aide II	UCR Artsblock - RCC	07/27/15	\$10.25
Mosley, Cynthia	Student Aide II	and Civil Liberties - RCC	07/01/15	\$10.00
Rodriguez, Yvonne	Student Aide I	Food Services-Norco	07/01/15	\$ 9.00
Williams-Burnett, Erica	Student Aide III	County of Riverside-MVC	08/06/15	\$11.00
MORENO VALLEY COLLEGE				
Aranda, Yaquelin	Student Aide II	Outreach	07/01/15	\$10.00
Carr, Jade	Student Aide I	EOPS	07/28/15	\$ 9.00
Chavez-Aparicio, Oscar	Student Aide II	Outreach	07/01/15	\$10.00
Cifuentes, Abraham	Student Aide I	Writing, Reading Center	07/01/15	\$ 9.00
Cooke, Derica	Student Aide III	Renaissance Scholars	07/30/15	\$11.00
Coronado, Evelyn	Student Aide II	Student Employment	07/01/15	\$10.00
Corrales, Alejandro	Student Aide I	EOPS	07/01/15	\$ 9.00
Del Angel, Cesar	Student Aide II	EOPS	07/15/15	\$10.00
Erebholo, Anneliese	Student Aide II	Student Financial Services	07/01/15	\$10.00
Godoy, Gerogina	Student Aide II	Student Employment	07/01/15	\$10.00
Granado, Carmen	Student Aide I	Assessment Center	07/07/15	\$ 9.75
Johnson, Tahnanya	Student Aide II	Student Activities Center	07/01/15	\$10.75
Jones, Michael	Student Aide II	Student Financial Services	07/01/15	\$10.00
Mejia, Melanie	Student Aide II	Assessment Center	07/01/15	\$10.00
Mireles Jr, Trinidad	Student Aide I	Food Services	07/30/15	\$ 9.00
Murillo, Ismael	Student Aide II	Technology Support	07/02/15	\$10.00
Navarrete, Adriana	Student Aide II	Services	07/01/15	\$10.00
Ochoa, Paulina	Student Aide I	Puente Program	07/01/15	\$10.00
		Library	07/01/15	\$ 9.00

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MORENO VALLEY COLLEGE (continued)				
Orellana, Vivian	Student Aide I	Early Childhood Education Center	08/06/15	\$ 9.50
Perera, Cecelia	Student Aide I	Early Childhood Education Center	07/01/15	\$ 9.50
Plascencia, Helen M	Student Aide III	STEM Moblie Innovation and Planetarium	07/20/15	\$ 11.00
Prieto, Michelle	Student Aide I	Career Transfer Center	07/01/15	\$ 9.00
Prude, Breanna	Student Aide II	Dental Hygiene	07/01/15	\$ 10.00
Quast, Sylvia	Student Aide II	EOPS	07/20/15	\$ 10.00
Raphael, Patric	Student Aide I	Counseling	07/01/15	\$ 9.00
Sepulveda, Jessica	Student Aide I	Admissions and Records	07/28/15	\$ 9.50
Slaughter, Michael	Student Aide II	Student Activities Center	08/06/15	\$ 10.00
Smith, Lauren	Student Aide II	Admissions and Records	07/01/15	\$ 10.00
Stevens, Jennifer	Student Aide II	EOPS	07/01/15	\$ 10.00
Steiner, Mika M	Student Aide III	STEM Moblie Innovation and Planetarium Technology Support	08/06/15	\$ 11.00
Michael Stevens	Student Aide II	Services	07/23/15	\$ 10.00
Trigo, Samantha	Student Aide II	Student Financial Services	07/07/15	\$ 10.00
Troupe, Jessica	Student Aide II	Student Financial Services	07/01/15	\$ 10.00
Vielma, Beverly	Student Aide III	STEM Moblie Innovation and Planetarium	08/06/15	\$ 11.00
Villegas, Omar	Student Aide II	Student Activities Center	08/06/15	\$ 10.50
Williams-Powell, Tashie N	Student Aide I	Student Activities Center	08/06/15	\$ 9.50
NORCO COLLEGE				
Alhamoui, Lina	Student Aide II	Tutorial Services	07/01/15	\$ 10.00
Alvarado, Jessica	Student Aide II	Student Financial Services	07/07/15	\$ 10.00
Auch, Elaina	Student Aide II	EOPS/CARE	07/01/15	\$ 10.00
Beltran, Tiffany	Student Aide II	Calworks	07/01/15	\$ 10.00
Blair, Sean	Student Aide II	Facilities	07/01/15	\$ 10.00
Bob, Kendall	Student Aide I	Transfer Center	07/27/15	\$ 9.25
Boyer, Kasey	Student Aide III	STEM	07/15/15	\$ 11.75
Castro Rivera, Veronica	Student Aide II	Learning Resource Center	07/22/15	\$ 10.00

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NORCO COLLEGE (continued)				
Castro, Stephanie	Student Aide I	Disability Resource Center	07/01/15	\$ 9.00
Contreras, Ray	Student Aide I	Library	07/01/15	\$ 9.00
Covarrubias Uribe, Jocelyn	Student Aide I	Library	07/01/15	\$ 9.00
Covarrubias, Isla	Student Aide I	Counseling	07/08/15	\$ 9.00
Ebed, Remon	Student Aide II	Dean of Instruction	07/01/15	\$10.75
Fernandez, Heidi	Student Aide II	Student Financial Services	07/01/15	\$10.00
Fernandez, Jessica	Student Aide II	Student Financial Services	07/22/15	\$10.00
Flores, Valerie	Student Aide I	Library	07/01/15	\$ 9.00
Fragoso, Daniel	Student Aide I	Veteran's Office	07/01/15	\$ 9.00
Franco, Virliana	Student Aide I	EOPS/CARE	07/01/15	\$10.00
Harris, Matthew	Student Aide II	Career and Technical Educ.	07/01/15	\$10.75
Holder, Veronica	Student Aide I	Admission and Records	07/01/15	\$ 9.00
Jefferson, Candice	Student Aide I	Student Employment	07/01/15	\$ 9.00
Jimenez, Julius	Student Aide I	Veteran's Office	07/01/15	\$ 9.00
Kang, Chiwon	Student Aide I	Veteran's Office	07/01/15	\$ 9.00
Lord, Heather	Student Aide I	Veteran's Office	07/01/15	\$ 9.00
Meares, Candice	Student Aide II	Calworks	07/01/15	\$10.00
Mejia, Gabriel	Student Aide II	Student Financial Services	07/22/15	\$10.00
Minter, Sydney	Student Aide II	Tutorial Services	07/09/15	\$10.00
Moreno, Christian V.	Student Aide I	Student Employment	07/01/15	\$ 9.00
Ortiz, Amanda	Student Aide I	Student Employment	07/01/15	\$ 9.00
Singh, Shalveen	Student Aide I	Assessment Center	07/06/15	\$ 9.00
Soto, Jake	Student Aide I	Library	07/01/15	\$ 9.00
Syed, Muhammad	Student Aide I	Student Employment	07/01/15	\$ 9.25
Walden, Cortney	Student Aide II	Student Financial Services	07/22/15	\$10.00
Waldner, Cassidy	Student Aide I	Disability Resource Center	07/01/15	\$ 9.00
Williams, Sean	Student Aide I	Disability Resource Center	07/01/15	\$ 9.00
Woo, Willie	Student Aide I	Library	07/01/15	\$ 9.00
RIVERSIDE CITY COLLEGE				
Aguiar, Biridiana	Student Aide II	Academic Support/CAP	07/01/15	\$10.00
Allensworth, Drew	Student Aide III	Career and Technical Educ. Strategic Communications	07/01/15	\$11.00
Caldwell, Cassandra	Student Aide II	and Relations	07/01/15	\$10.00

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RIVERSIDE CITY COLLEGE (continued)				
Clemons, Tonya	Student Aide IV	Auxiliary Business Svcs	07/09/15	\$ 12.00
Davis, Abigail	Student Aide I	Accounting Services	07/09/15	\$ 9.50
Gutierrez, Evelyn	Student Aide I	Culinary Academy	07/22/15	\$ 9.00
Handley, Todd	Student Aide II	Kinesiology / Men's Track	07/22/15	\$ 10.00
Hodnett, Victoria	Student Aide I	Faculty Development	07/21/15	\$ 9.50
LaRue, Sebastian	Student Aide I	Kinesiology / Football	07/15/15	\$ 9.00
Martinez, Daisy	Student Aide I	Culinary Academy	07/01/15	\$ 9.00
Moore, Megan	Student Aide I	Student Financial Svcs	07/01/15	\$ 9.75
Obinma, Chinyere	Student Aide II	Culinary Academy	07/22/15	\$ 10.00
Sauder, Tawney	Student Aide II	School of Nursing	07/01/15	\$ 10.00
Smith-Williams, Nicholas	Student Aide II	Art Gallery	07/09/15	\$ 10.00
Sokolgz, Danielle	Student Aide I	Kinesiology / Women's Basketball	07/27/15	\$ 9.00
Stackhouse, Jessica	Student Aide II	Kinesiology/ Athletics Office	07/01/15	\$ 10.75
Stephan, Leslie	Student Aide II	Chancellor's Office	07/01/15	\$ 10.00
Wiley, Heather	Student Aide II	Foundation Office	07/01/15	\$ 10.75

Agenda Item (VI-B-1)

Meeting	8/18/2015 - Regular
Agenda Item	Consent Agenda Action (VI-B-1)
Subject	Purchase Order and Warrant Report – All District Resources
College/District	District
Funding	Various Resources
Recommended Action	It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling \$10,707,454 and District Warrant Claims totaling \$21,403,189.

Background Narrative:

The attached Purchase Order and Warrant Report – All District Resources is submitted to comply with Education Code Sections 81656 and 85231. The Purchase Orders and Purchase Order Additions, totaling \$10,707,454 requested by District staff and issued by the District Business Office have been reviewed to verify that budgeted funds are available in the appropriate categories of expenditure.

District Warrant Claims (numbers 240144 – 243250) totaling \$21,403,189, paid against approved Purchase Orders, have been reviewed by the Business Office to verify that monies are available in the appropriate funds for payment of these warrants. These claims also have been reviewed, on a sample basis, by the Riverside County Office of Education through its claim audit process.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services
Majd Askar, Director of Business Services

Attachments:

[08182015_Contracts and Purchase Orders Over \\$86,000 Report \(June and July\)](#)

Report of Purchases-All District Resources
 Purchases Over \$86,000
 6/01/15 thru 7/31/15

PO#	Department	Vendor	Description	Amount
B0013988	Food Services - Riverside	Pepsi-Cola	Beverages, Cups, & Lids - RFP Agreement	\$ 125,000
B0013994	Food Services - Riverside	US Foods	Food and Supplies - US Communities Agreement	336,000
B0013995	Food Services - Norco	US Foods	Food and Supplies - US Communities Agreement	160,000
B0013996	Food Services - Moreno Valley	US Foods	Food and Supplies - US Communities Agreement	180,000
B0014047	EOPS - Norco	Barnes & Noble College Booksellers, LLC	Book Vouchers - RFP Agreement	100,000
C0004995	Facilities - Riverside	Hinkley and Associates, Inc.	Quad Storm Drain Upgrade Bid Award	135,531
C0005000	Facilities - Riverside	Hinkley and Associates, Inc.	12KV Electrical Upgrade Tech A Building Bid Award	233,500
C0005004	Facilities - Riverside	CT&T Concrete Paving, Inc.	ADA/Tripping Hazard Repair at RCC Bid Award	153,665
C0005005	Facilities - Riverside	Allison Mechanical Inc.	Weight Room HVAC Remodel Bid Award	92,918
C0005007	Facilities - Moreno Valley	C.I. Services, Inc.	Humanities Building Roof Replacement Bid Award	230,000
C0005020	College Relations / Special Projects	Professional Personnel Leasing Inc.	Project Management Services	133,225
C0005036	Information Services	Western Data Enterprises, Inc.	Voice/Data Cabling Bid Award	331,240
C0005037	Information Services	Western Data Enterprises, Inc.	Computer Equipment Maintenance Bid Award	175,000
P0047751	Academy / Criminal Services	CDW-G	Laptop Carts - CMAS Agreement #3-13-70-0793E	102,926
P0047861	Workforce Preparation - Riverside	Ogilvy Public Relations Worldwide	Copying and Printing	94,890
P0048084	Business & Financial Services	US Bank	Supplementary Retirement Plan	458,057
P0048109	Business & Financial Services	US Bank	Supplementary Retirement Plan	388,003
Additions to Approved/Ratify Purchase Orders of \$86,000 and Over				
C0002677	Applied Technology - Riverside	Blue Mountain Two LP	Culinary Lease	277,895
C0003525	Facilities Planning & Development	Magnon Property Management	Property Management of District Offices	136,777
C0003699	Career and Technical Ed - Norco	Sinclair Community College	Subcontract for NSF Center of Excellence	105,000
C0004600	Business & Financial Services	Liebert Cassidy Whitmore	Legal Services	119,958
C0004780	Customized Solutions	Quest Consulting & Training Corporation	Training	86,350
C0004915	CTE Projects	Palo Verde Community College	Chancellor's Office CTE Enhancement Funds	108,150
C0004916	CTE Projects	San Bernardino Community College District	Chancellor's Office CTE Enhancement Funds	132,663
C0004917	CTE Projects	Victor Valley Community College District	Chancellor's Office CTE Enhancement Funds	130,721
C0004918	CTE Projects	College of the Desert	Chancellor's Office CTE Enhancement Funds	131,989
Total				<u>\$ 4,659,459</u>
All Purchase Orders, Contracts, and Additions for the Period of 6/1/15 - 7/31/15				
Contracts C4994 - C5043 and Contract Additions C2677 - C4992				\$ 1,419,952
Purchase Orders P47747 - P48428 and Purchase Order Additions P42868 - P47735				2,178,764
Blanket Purchase Orders B13573 - B14176 and Blanket Purchase Order Additions B12450 - B13550				2,449,279
Total				<u>\$ 6,047,995</u>
Grand Total				<u>\$ 10,707,454</u>

Agenda Item (VI-B-5-a)

Meeting	8/18/2015 - Regular
Agenda Item	Consent Agenda Action (VI-B-5-a)
Subject	Purchase Science/Labware Supplies and Equipment Utilizing the U.S. Communities Government Purchasing Alliance Contract
College/District	District
Funding	Various Resources
Recommended Action	It is recommended that the Board of Trustees approve the purchase of science/labware supplies and equipment from Fisher Science Education, utilizing the U.S. Communities Government Purchasing Alliance contract through June 30, 2018.

Background Narrative:

On September 20, 2011, the Riverside Community College District Board of Trustees approved the purchase of science/labware supplies and equipment from Fisher Science Education, utilizing the competitively bid U.S. Communities Government Purchasing Alliance Contract No. 08-04026. U.S. Communities Government Purchasing Alliance issued a new solicitation and awarded the competitively bid contract to Fisher Science Education through June 30, 2018, including an option to renew for two (2) additional two (2) year periods.

Staff recommends use of the extended U.S. Communities Government Purchasing Alliance contract, as needed throughout the District, with Fisher Science Education as one of the sources for the purchase of science/labware supplies and equipment. District staff has reviewed available cooperative purchasing agreements and other formal purchasing options and found that this contract best meets the needs of the District.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services
Majd Askar, Director of Business Services

Attachments:

Agenda Item (VI-B-5-b)

Meeting	8/18/2015 - Regular
Agenda Item	Consent Agenda Action (VI-B-5-b)
Subject	Purchase Food Products and Related Supplies Utilizing the U.S. Communities Government Purchasing Alliance Contract
College/District	District
Funding	Foodservice
Recommended Action	It is recommended that the Board of Trustees approve the purchase of food products and related supplies from Premier/U.S. Foodservice, utilizing the U.S. Communities Government Purchasing Alliance contract through June 30, 2017.

Background Narrative:

On June 21, 2011, the Riverside Community College District Board of Trustees approved the purchase of food products and related supplies from Premier/U.S. Foodservice, utilizing the competitively bid U.S. Communities Government Purchasing Alliance Contract No. 13924. U.S. Communities Government Purchasing Alliance and U.S. Foodservice mutually agreed to amend the contract to extend the term through June 30, 2017, including an option to renew for one (1) additional one (1) year period.

Staff recommends use of the extended U.S. Communities Government Purchasing Alliance contract, as needed throughout the District, with Premier/U.S. Foodservice as one of the sources for the purchase of food products and related supplies. District staff has reviewed available cooperative purchasing agreements and other formal purchasing options and found that this contract best meets the needs of the District.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services
Majd Askar, Director of Business Services

Attachments:

Agenda Item (VI-B-5-c)

Meeting	8/18/2015 - Regular
Agenda Item	Consent Agenda Action (VI-B-5-c)
Subject	Purchase of Information Technology Security Solutions Utilizing the National Cooperative Purchasing Alliance (NCPA) Contract
College/District	District
Funding	Various Resources
Recommended Action	It is recommended that the Board of Trustees approve the purchase of information technology security solutions from Secure Content Solutions, utilizing the National Cooperative Purchasing Alliance (NCPA) Contract No. 01-24, through June 30, 2016.

Background Narrative:

National Cooperative Purchasing Alliance (NCPA), a national government purchasing cooperative, maintains lists of contracts for goods and services awarded to multiple vendors. NCPA assists in reducing the cost of purchased goods and services for participating agencies by aggregating their purchasing power nationwide. This is accomplished through competitively solicited contracts with lead public agencies. Public Contract Code 20652 authorizes state and local agencies to piggyback on existing bids properly advertised and awarded by other public entities.

Staff recommends use of NCPA Contract No. 01-24, as needed throughout the District, with Secure Content Solutions, for the purchase of information technology security solutions. The term of the contract is June 10, 2013 to June 30, 2016, including an option to renew for two (2) additional one (1) year periods. District staff has reviewed available cooperative purchasing agreements and other formal purchasing options and found that this contract best meets the needs of the District.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services
Majd Askar, Director of Business Services

Attachments:

Agenda Item (VI-B-5-d)

Meeting	8/18/2015 - Regular
Agenda Item	Consent Agenda Action (VI-B-5-d)
Subject	Proposal to Award Furniture for the Culinary Arts Academy & District Office and Coil School for the Arts Facilities
College/District	District
Funding	Measure C, Redevelopment, La Sierra
Recommended Action	It is recommended that the Board of Trustees award Request for Proposal (RFP) Number 2014/15-37 – Furniture for the Culinary Arts Academy & District Office and Coil School for the Arts Facilities, in the total amount of \$1,159,621 to Corporate Business Interiors.

Background Narrative:

On June 19, 2012, the Board of Trustees approved the Culinary Arts Academy & District Office Building and Coil School for the Arts (CAADO/CSA) building projects. Construction is expected to be completed by March 2016. Purchase and installation of furniture and equipment is one of the final phases of this project. The District worked with an interior design consulting firm to develop a list of furniture and finishes to furnish the multi-purpose classrooms/board room, faculty and administrative offices, conference rooms, lounges, and dining areas.

On April 2, 2015, the District issued a Request for Proposal (RFP) for the purchase and installation of furniture for the CAADO/CSA facilities. The RFP required the use of a competitively awarded piggyback contract to achieve added price savings through volume discounting. Manufacturers were provided an opportunity to pre-qualify their product lines to ensure they met the District's technical performance standards and aesthetics.

On April 28, 2015, the District received seven responses to the RFP solicitation. The RFP was evaluated based on product offering, design, quality, pricing and proposal responsiveness. Multiple tours and candidate interviews were conducted. It was determined that Corporate Business Interiors, partnering with Allsteel, Inc., would best serve the needs of the District for this project. Corporate Business Interiors' understanding of the overall project objective, extensive line of product offerings, and service team commitment demonstrated the best ability to meet the unique specifications and requirements for each area of the project. See the attached Lowest Responsive and Responsible Bidders summary.

References for Corporate Business Interiors were checked by District staff and found to be satisfactory.

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

Attachments:

[08182015_Lowest Responsive and Responsible Bidders Summary](#)

**Lowest Responsive and Responsible Bidders
Furniture for the Culinary Arts Academy &
District Office/Coil School for the Arts (CAADO/CSA)**

<u>Vendor</u>	<u>Manufacturer</u>	<u>Business Location</u>	<u>Total Bid Amount</u>
Heilu	Teknion	Santa Monica	Non-Responsive
IOS	Haworth	Irvine	\$1,100,473
CBI	Allsteel	Newport Beach	\$1,159,621
System Source	Knoll	Los Angeles	\$1,280,771
GMBI	Herman Miller	Riverside	\$1,193,412
Pivot	Herman Miller	Costa Mesa	\$1,254,079
Tangram	Steelcase	Newport Beach	\$1,333,119

Agenda Item (VI-B-6-a)

Meeting	8/18/2015 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-a)
Subject	Contracts and Agreements Report Less than \$86,000 – All District Resources
College/District	District
Funding	Various Resources
Recommended Action	It is recommended that the Board of Trustees ratify contracts totaling \$1,419,952 for the period of June 1, 2015 through July 31, 2015.

Background Narrative:

On September 11, 2007, the Board of Trustees authorized delegating authority to the Chancellor to enter into contractual agreements and the expenditure of funds pursuant to the Public Contract Code Section 20650 threshold, currently set at \$86,000. The attached listing of contracts and agreements under \$86,000 requested by college and District staff has been reviewed and verified that budgeted funds are available in the appropriate categories of expenditure. The contracts and agreements have been executed pursuant to the Board's delegation of authority and are presented on this agenda for ratification.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services
Majd Askar, Director of Business Services

Attachments:

[08182015_Contracts and Agreements Less than \\$86,000 Report \(June and July\)](#)

Contracts and Agreements Report-All District Resources
 \$86,000 and Under
 6/01/15 thru 7/31/15

PO#	Department	Vendor	Business Location	Description	Amount
C0004994	Dean of Instruction - Norco	Canon USA, Inc.	Melville, NY	Copier Maintenance	\$ 3,900
C0004996	Community Ed & Senior Citizen Education	Felton T. Mosley	Placentia	Community Education Presenter	900
C0004997	Career and Technical Ed - Norco	Jullie Winn McCurdy	Claremont	Grant Support Services	3,600
C0004998	Health Services - Moreno Valley	Loma Linda Univ Medical Center	Loma Linda	Physician Coverage	78,840
C0004999	Food Services - Norco	Diana E. Bradfield	Riverside	Consulting Services	4,728
C0005001	Grants & Contract Services	Ecivis, Inc.	Pasadena	Subscription Service	5,000
C0005002	Life Sciences - Riverside	Steris Corporation	Pittsburgh, PA	Autoclaves Maintenance Agreement	13,060
C0005003	Workforce Preparation - Riverside	Life Link CPR Training	Riverside	CPR Workshops	3,375
C0005006	EOPS - Norco	Carreras Tours LLC	Chino	Bus Service	1,500
C0005008	Facilities - Moreno Valley	Champion Electric, Inc.	Riverside	Electrical Gear Testing Bid Award	37,900
C0005009	Student Services - Riverside	Brightspark Travel, Inc.	Deerfield, IL	Travel Services	39,000
C0005010	Institutional Effectiveness - Norco	Brightspark Travel, Inc.	Deerfield, IL	Travel Services	39,000
C0005011	Student Services - Moreno Valley	Brightspark Travel, Inc.	Deerfield, IL	Travel Services	39,000
C0005012	Customized Solutions	Carolyn Ortman	Riverside	Training Services	1,600
C0005013	Information Systems & Technology-Riverside	Canon Solutions America, Inc.	Ontario	Equip Additional \$5000 >	6,258
C0005014	Career and Technical Ed - Moreno Valley	Steven Andrew Brown	Moreno Valley	Orthopedic Services	2,000
C0005015	SSSP - Riverside	Hyland Software, Inc.	Westlake, OH	System Upgrades	10,360
C0005016	Facilities - Moreno Valley	Pro-Craft Construction, Inc.	Redlands	Water Line Modification at MVC Bid Award	73,000
C0005017	Facilities - Riverside	Plumbing, Piping & Construction, Inc.	Cypress	Huntley Gym Hot Water Piping Replacement Bid Award	84,100
C0005018	Safety & Police - Riverside	Pacific Parking Systems, Inc.	Irvine	Parking Permit Machines Maintenance	14,080
C0005019	Public Affairs & Institutional Advancement	Margaret Elaine Regus	San Dimas	Media Services	10,000
C0005021	Campus Police	City of Corona	Corona	Facilities Use	2,400
C0005022	Business & Financial Services	Gresham Savage Nolan & Tilden, APC	San Bernardino	Legal Services	75,000
C0005023	Information Services	BMC Software, Inc.	Houston, TX	License	4,703
C0005024	Information Services	Facilities Protection Systems, Inc.	Brea	Maintenance	1,224
C0005025	Community & Economic Development	Bronwen E. Madden Consulting, LLC	El Segundo	Consultant Services	12,000
C0005026	Health Services - Riverside	Medical Billing Technologies, Inc.	Visalia	Electronic Billing Services	3,692
C0005027	Science & Physical Ed - Moreno Valley	Fitness 19 CA #187, LLC	Moreno Valley	Facilities Use for Fitness Classes	22,000
C0005028	Business & Financial Services	Liebert Cassidy Whitmore	Los Angeles	Legal Services Agreement	60,000
C0005029	Facilities - Riverside	Johnson Controls, Inc.	Cypress	HVAC Service Agreement	5,976
C0005030	Open Campus - Riverside	Foundation for California Community Colleges	Sacramento	Online Help Desk Services for Students/Faculty	60,191
C0005031	Student Services - Moreno Valley	H & L Charter Company, Inc.	Rancho Cucamonga	Transportation Services	1,368
C0005032	Human Resources & Diversity	Liebert Cassidy Whitmore	Los Angeles	Attorney Services Agreement	4,296
C0005033	Business & Financial Services	Best, Best & Krieger	Riverside	Legal Services	1,500
C0005034	Health, Human & Public Services - Moreno Valley	Riverside Faculty Medical Group	Moreno Valley	Medical Education Consultation Services	17,000
C0005035	Human Resources & Diversity	Card Integrators	Los Alamitos	ID Card License Agreement	1,096
C0005038	Community & Economic Development	Euromonitor International Inc.	Chicago, IL	Subscription for International Business Research	8,000
C0005039	Library - Riverside	Innovative Interfaces, Inc.	Emeryville	Hardware and Software Maintenance	47,328
C0005040	Student Services - Moreno Valley	Bank of America/Lucky Strike	Los Angeles	Facilities Rental and Catering	1,177
C0005041	SSSP - Riverside	The College Board	Mount Vernon, IL	Test Units for Assessment	54,999
C0005042	Institutional Effectiveness - Norco	Inland Empire Stages, Ltd.	Rancho Cucamonga	Charter Transportation Services	1,204
C0005043	Health, Human & Public Services - Moreno Valley	James Adame, DDS	Yucaipa	Professional Consultant Services	48,000
N/A	Safety & Police - Riverside	Riverside Police Department	Riverside	Primary Responsibilities Between Agencies	No Cost
N/A	Health Services - Riverside	County of Riverside, Dept. of Mental Health	Riverside	Seeking Safety Grant	No Cost
N/A	CITD	US Small Business Administration	Santa Ana	Seminars	No Cost
N/A	Student Services - Moreno Valley	The Regents of the Univ. of California Riverside	Riverside	Mentor Program	No Cost
N/A	Student Financial Services - Moreno Valley	Boys and Girls Club of Perris	Perris	Off Campus Federal Work Study Site	No Cost
N/A	VP, Academic Affairs - Moreno Valley	Riverside Unified School District	Riverside	Articulation Agreement	No Cost
N/A	VP, Academic Affairs - Moreno Valley	Riverside County Office of Education	Riverside	Articulation Agreement	No Cost
N/A	Risk Management	WellComp Managed Care Services, Inc.	Parsippany, NJ	Medical Provider Network	No Cost
N/A	Institutional Research	California Partnership Achieving Student Success	Sacramento	Membership	No Cost
N/A	Student Employment - Riverside	My Learning Studio Outreach	Riverside	Off Campus Federal Work Study Site	No Cost
N/A	STEM Program - Moreno Valley	My Learning Studio Outreach	Moreno Valley	Facilities Use	No Cost

Contracts and Agreements Report-All District Resources
 \$86,000 and Under
 6/01/15 thru 7/31/15

PO#	Department	Vendor	Business Location	Description	Amount
N/A	Business Services	Southern California Edison	Riverside	Permission to Release Account Information	No Cost
N/A	Early Childhood Education - Moreno Valley	Debra Hardman dba Great Pony Parties	Perris	Facilities Use	No Cost
N/A	STEM Program - Moreno Valley	Moreno Valley Unified School District	Moreno Valley	Facilities Use	No Cost
N/A	CTE	San Bernardino Community College District	San Bernardino	Reimbursement for CTE Faculty Retreat	No Cost
N/A	CTE	Victor Valley Community College District	Victorville	Reimbursement for CTE Faculty Retreat	No Cost
N/A	Customized Solutions	Carolyn Ortman aka CKO Marketing & Training	Riverside	Professional Training Services	No Cost
N/A	Nursing	Office of Statewide Health Planning and Devel.	Sacramento	Special Programs Grant - Contract # 14-5805	No Cost
N/A	Nursing	Office of Statewide Health Planning and Devel.	Sacramento	Special Programs Grant - Contract # 14-5797	No Cost
N/A	Student Employment - Riverside	Regents of the University of California Riverside	Riverside	Off Campus Federal Work Study Site	No Cost
N/A	Purchasing	Citizen's Bank & Pro-Craft Construction	Pasadena & Redlands	Escrow Agreement	No Cost
N/A	Student Employment - Riverside	Operation Safehouse	Riverside	Off Campus Federal Work Study Site	No Cost
N/A	CTE	Colton-Redlands-Yucaipa Regional Occup. Prog.	Redlands	Articulation Agreement	No Cost
N/A	CTE	Moreno Valley Unified School District	Moreno Valley	Articulation Agreement	No Cost
N/A	Student Employment - Moreno Valley	Real Journey Academies, Inc.	Moreno Valley	Off Campus Federal Work Study Site	No Cost
N/A	Student Employment - Moreno Valley	County of Riverside	Riverside	Off Campus Federal Work Study Site	No Cost
N/A	VC, Business & Financial Services	Santa Clarita Community College District	Santa Clarita	Travel Reimbursement	No Cost
N/A	Institutional Effectiveness - Norco	Santa Clarita Community College District	Santa Clarita	Institutional Effectiveness & Technical Assistance Grant	No Cost
N/A	VTEA	College of the Desert	Palm Desert	Reimbursement for CTE Faculty Retreat	No Cost
N/A	VTEA	Mt. San Jacinto College	San Jacinto	Reimbursement for CTE Faculty Retreat	No Cost
N/A	Customized Solutions	Tiyiesha Morgan	Riverside	Professional Training Services	No Cost
N/A	TriTech SBDC	CSU Fullerton Auxilliary Services Corp.	Fullerton	Subcontract No. S-5871-RCCD	No Cost
N/A	Information Services	Proofpoint	Vernon Hill	Software Licensing	No Cost
Additions to Approved/Ratify Contracts of \$86,000 and Under					
C0002844	Campus Student Services - Norco	GreatAmerica Leasing Corporation	Cedar Rapids, IA	Rents and Leases	700
C0003090	Facilities Planning & Development	Ricoh USA, Inc.	Pasadena	Copier Maintenance Agreement	4,364
C0003172	Facilities - Riverside	Johnson Controls, Inc.	Whittier	Amends/Extends Term	22,327
C0003226	Student Services - Riverside	Riverside Transit Agency	Riverside	RTA Go-Pass	34,291
C0003301	College Relations / Special Projects	Thomas W. Callas	Tustin	Collections Manager	863
C0003539	Risk Management	York Insurance Services Group Inc.	Upland	Claims Administration Fees	21,200
C0003653	Community & Economic Development	The Irvine Company, LLC	Newport Beach	Lease Agreement for TriTech Offices	4,787
C0003655	Facilities - Moreno Valley	PHSI-Pure Water Finance	Atlanta, GA	Rents and Leases	40
C0003681	Information Services	Hyland Software, Inc.	Westlake, OH	Software Maintenance	60,360
C0003698	Career and Technical Ed - Norco	Oakton Community College District	Des Plaines, IL	Subcontract for Nsf Center of Excellence	40,000
C0003742	President - Riverside	PHSI-Pure Water Finance	Atlanta, GA	Water Equipment Rental	100
C0003885	Career and Technical Ed - Riverside	Konica Minolta Business Solutions	San Bernardino	Equip Additional \$5000 >	418
C0003983	Risk Management	Reliable Office Solutions	Riverside	Service Agreement for Copy Machines	488
C0003985	Information Services	Computronics	Addison, IL	Computer Software Maint/Lic	80
C0003995	Food Services - Riverside	Morgan Services, Inc.	Corona	Amends/Extends Term	13,000
C0004038	Kinesiology - Riverside	Pronto Gym Services, Inc.	Pacoima	Repairs - Service	3,730
C0004047	Academy / Criminal Services	Riverside County Fire Department	Perris	Fuel and Propane Use	1,000
C0004072	Business Operations - Riverside	Card Integrators	Los Alamitos	License and Printer Service	1,370
C0004118	Counseling - Riverside	Canon Solutions America, Inc.	Ontario	Copying and Printing	1,678
C0004122	Dean of Instruction - Norco	Canon Financial Services, Inc.	Carol Stream, IL	Repairs - Service	52
C0004146	Academy / Criminal Services	Canon Financial Services, Inc.	Carol Stream, IL	Lease and Maintenance Agreement	245
C0004167	Communications Center - Moreno Valley	Canon Financial Services, Inc.	Carol Stream, IL	Rents and Leases	113
C0004214	Facilities - Norco	Prudential Overall Supply	Riverside	Laundry and Cleaning	1,049
C0004263	Health Services - Moreno Valley	Loma Linda Univ Medical Center	Loma Linda	Physician Services	4,700
C0004279	Safety & Police - Riverside	City of Inglewood	Inglewood	Parking Citation Management Services	1,193
C0004295	Campus Student Services - Norco	St Augustine Enclosed RV & Self-Storage	Norco	Storage Facility	218
C0004296	Customized Solutions	Cerritos College	Norwalk	Customized Training	8,268
C0004300	Safety & Police - Riverside	Advanced Copy Systems	San Bernardino	Copy Machine Lease	32
C0004311	Business & Financial Services	Atkinson, Andelson, Loya, Ruud	Cerritos	Legal Services	43,191
C0004340	Early Childhood Studies - Riverside	Leader Services	Hazelton, PA	Claim Services	13,220

Contracts and Agreements Report-All District Resources
 \$86,000 and Under
 6/01/15 thru 7/31/15

PO#	Department	Vendor	Business Location	Description	Amount
C0004353	Life Sciences - Riverside	Culligan	Ontario	Water Softener Service	996
C0004388	Athletics - Riverside	Adecco USA, Inc.	Melville, NY	Temporary Drivers	15,000
C0004394	Community Ed & Senior Citizen Education	Stephen Youngerman	Riverside	Community Ed Presenter	3,000
C0004471	Community & Economic Development	Redtail Capital	Temecula	Consulting Services	10,000
C0004563	Library - Norco	Lynda.com Inc.	Carpinteria	Computer Software Maint/Lic	25,000
C0004588	Board of Trustees	Community College League of California	Sacramento	Consulting Services	1,000
C0004590	Business & Financial Services	Clayson Mann Yaeger & Hansen	Corona	Legal Services	2,500
C0004592	Business & Financial Services	Watten, Discoe, Bassett & McMains	Santa Ana	Legal Services	3,500
C0004595	Risk Management	Alliance of Schools for Cooperative	Cerritos	Legal Services	50,000
C0004598	Business & Financial Services	Gresham Savage Nolan & Tilden, APC	San Bernardino	Legal Services	46,723
C0004599	Risk Management	Lewis, Brisbois, Bisgaard & Smith	San Bernardino	Legal Services	1,500
C0004602	Business & Financial Services	Public Interest Investigation Inc.	Los Angeles	Investigative Services	5,000
C0004622	Facilities - Norco	Orkin, Inc.	Riverside	Pest Control Services	6,492
C0004628	Admissions & Records - Norco	Card Integrators	Los Alamitos	Printer Services	1,836
C0004652	Facilities Planning & Development	J. M. Farnan Co., Inc.		Amends/Adds Funds	15,008
C0004682	College Relations / Special Projects	Keygent LLC	El Segundo	Disclosure Dissemination	3,500
C0004733	Facilities - Moreno Valley	Padilla & Associates, Inc.	Santa Ana	Moreno Valley NOC PLA Services	7,378
C0004745	Facilities - Moreno Valley	River City Testing	Riverside	Moreno Valley NOC Testing Services	6,000
C0004756	RCCD Foundation	Sharp Electronics Corp.	Pasadena	Copier Maintenance	33
C0004759	Disabled Student Services - Moreno Valley	Rise - ASL Interpreters	Hemet	Interpreting Services	7,641
C0004789	Learning Resource Center - Moreno Valley	Nuventive LLC	Pittsburgh, PA	Professional Services	5,000
C0004806	Career and Technical Ed - Moreno Valley	Harland Technology Services	Omaha, NE	Maintenance Agreement	867
C0004839	Facilities - Riverside	Marjani Builders, Inc.	Mission Viejo	RCC ECE ADA Upgrade Bid Award	9,437
C0004885	Workforce Preparation - Riverside	Dan Crain	Yucaipa	Workshop Facilitator	525
C0004905	CTE Projects	Hyatt	San Diego	Lodging and Catering	217
C0004926	Human Resources & Diversity	Community Action Employee Assistance Program	Redlands	Employee Assistance Program	250
C0004933	Applied Technology - Riverside	SoCal Office Technologies, Inc.	Cypress	Multi-Function Printer Maintenance	5
C0004957	Community & Economic Development	Image IV Systems, Inc.	Burbank	Repairs - Service	10
C0004970	SSSP - Riverside	Bank of America/Pala Mesa Resort	Fallbrook	Facilities Use and Accommodation for Retreat	514
C0004973	CTE Projects	Hyatt	Palm Springs	Lodging and Catering for Planning Retreat	3,336
C0004977	Campus Student Services - Norco	Rosetta Stone Ltd.	Harrisonburg, VA	Subscriptionforeign Language License	2
C0004992	Student Services - Riverside	Pearson	Chicago, IL	Online Tutoring	250
N/A	Human Resources & Diversity	Delta Dental	Cerritos	Dental Insurance Renewal	No Cost
N/A	Facilities & Planning	Facilities Planning & Consulting Services	Exeter	Amend.#7/Extends Term	No Cost
N/A	TriTech SBDC	CSU Fullerton Auxilliary Services Corp.	Fullerton	Amend.#1/Wording Only	No Cost
N/A	Customized Solutions	Riverside County Transportation Commission	Riverside	Amend.#1/Wording Only	No Cost
N/A	Foster Kinship Care & Education	Riverside County Superintendent of Schools	Riverside	Amend.#1/Wording Only	No Cost
N/A	Student Services - Moreno Valley	Moreno Valley Unified School District	Moreno Valley	Amend.#2/Extends Term	No Cost
N/A	Student Services - Moreno Valley	Val Verde Unified School District	Perris	Amend.#2/Extends Term	No Cost
N/A	Educational Services	Riverside Transit Agency	Riverside	Amend.#3/Extends Term	No Cost
N/A	Center for Social Justice and Civil Liberties	Tom Callas	Tustin	Amend.#7/Extends Term	No Cost
N/A	Workforce Preparation - Riverside	California Community College Chancellor's Office	Sacramento	Amend.#2/Extends Term	No Cost
N/A	Health Services	Medicat	Atlanta, GA	Amend.#2/Wording Only	No Cost
N/A	Nursing	UHS Corona, Inc. dba Corona Regional Med. Ctr.	Corona	Amend.#1/Wording Only	No Cost
N/A	Customized Solutions	Riverside County Regional Medical Center	Moreno Valley	Amend.#4/Extends Term	No Cost
N/A	Nursing	California State University Fullerton	Fullerton	Amend.#1/Extends Term	No Cost
N/A	Information Services	Butte-Glen Community College District	Oroville	Amends/Extends Term	No Cost
N/A	TriTech SBDC	CSU Fullerton Auxilliary Services Corp.	Fullerton	Amend.#2/Extends Term	No Cost
N/A	Early Childhood - Riverside	Riverside Co. Children & Families Commission	Riverside	Amend.#4/Extends Term	No Cost
				Total	<u>\$ 1,419,952</u>

Agenda Item (VI-B-6-b)

Meeting	8/18/2015 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-b)
Subject	Subcontracts between California Career Pathways Trust Partners and Riverside Community College District on behalf of Norco College
College/District	Norco
Funding	California Career Pathway Trust Grant
Recommended Action	It is recommended that the Board of Trustees approve the subcontracts between Career Pathways Trust Partners and Riverside Community College District on behalf of Norco College through the California Career Pathway Trust (CCPT).

Background Narrative:

The California Department of Education (CDE) is investing funds targeted in a K-14 career pathway programs that provides students with a sequenced pathway of integrated academic and career-based education and training, aligned to current or emerging regional economic needs. Career pathway programs are designed to lead students to a postsecondary degree or certification in a high-skill, high-wage, and high-growth field. The overarching goal of the California Career Pathways Trust (CCPT) program is to build robust partnerships between employers, schools, and community colleges in order to better prepare students for the 21st century workplace and improve student transition into postsecondary education, training, and employment.

Riverside Community College District serves as the lead on this regional consortium grant providing leadership to 11 unified school districts, 28 high schools, 1 middle school, 2 community college districts, 4 community colleges, the Riverside County Office of Education (RCOE), RCOE's CTE/ROP division, the Riverside County Workforce Investment Board, 3 adult and alternative learning centers, our region's Virtual High School, and many industry partners. We received \$12,860,892 and we pledged \$59,017,762 in match as a regional consortium.

Through Project CREST, proven educational structures will result in the development and delivery of 18 new CTE pathways across vitally important industry sectors: (1) Information and Communication Technologies, (2) Manufacturing and Product Development/ Advanced Manufacturing, and (3) Health Science and Medical Technology. Each pathway begins with formal and specific course requirement in grades 8-12 and continues through grades 13-14 (and beyond for those with 4-year+ career options).

Attached for the Board's approval are sixteen subcontracts between partner agencies and RCCD on behalf of Norco College for the period of July 1, 2015 through June 30, 2019.

Prepared By: Paul Parnell, President, Norco College
Kevin Fleming, Dean of Instruction, CTE Programs and Grants

Attachments:

[Subcontract Awards Summary](#)
[CCPT Subcontracts](#)

California Career Pathways Trust Subcontracts

Partner/Subawardee	Subcontract Award
Alvord Unified School District	\$730,000
California Centers of Excellence	\$60,000
Corona-Norco Unified School District	\$2,233,326
Inland Coalition	\$198,000
Jurupa Unified School District	\$276,000
Lake Elsinore Unified School District	\$791,912
Moreno Valley Unified School District	\$602,184
Mt. San Jacinto College	\$208,316
Murrieta Valley Unified School District	\$687,198
Perris Union High School District	\$325,000
Riverside County EDA Workforce Investment Board	\$90,000
Riverside County Office of Education	\$200,000
Riverside County Office of Education Alternative Education	\$195,764
Riverside Unified School District	\$1,821,208
San Jacinto Unified School District	\$209,200
Val Verde Unified School District	\$636,000

A SUBCONTRACT
Between
RIVERSIDE COMMUNITY COLLEGE DISTRICT
ON BEHALF OF NORCO COLLEGE
(Fiscal Agent)
AND

ALVORD UNIFIED SCHOOL DISTRICT
(Subawardee)

Resulting from a Career Pathways Trust Grant Award between
The California Department of Education
And Riverside Community College District (RCCD)

AWARD NUMBER:

This Memorandum of Understanding constitutes the subcontract entered into between Riverside Community College District, on behalf of Norco College (NC) and Alvord Unified School District, (AVUSD) on August 18, 2015. Up to \$730,000 in state funding, unless otherwise determined by the California Department of Education, will be utilized in accordance with the terms and conditions of this subcontract, including the attached budget and all applicable sections of the grant agreement between RCCD/NC. This sum is subject to reduction by RCCD/NC should RCCD/NC experience a reduction in funding from the California Department of Education (CDE). However, any impact on services as a result of any reduction will be discussed, agreed upon and approved by the NC Project Director. If during an audit, any AVUSD expenditures are found to be unallowable, AVUSD agrees to return funding to RCCD/NC in an amount commensurate with the total of the unallowable expenditures.

The term of this agreement shall be July 1, 2015 through June 30, 2019, unless this term is amended by the CDE.

It is hereby understood between the parties:

A. SCOPE OF WORK

1. The general objectives of the work to be performed shall be as described in the grant under the Goals, Objectives, and Activities (attached hereto as Exhibit "A").
2. AVUSD shall notify NC of any intent to significantly deviate from the described statement of work and provide written justification; such deviation must be approved by NC prior to the change being implemented.
3. AVUSD shall notify NC of changes in key personnel.
4. NC shall notify AVUSD of any changes in key personnel.
5. NC shall notify AVUSD of any changes in this Memorandum of Understanding.

B. AUTHORITY

Where this agreement refers to NC prior approval, it means the written approval of the Project Director of the grant.

C. ALLOWABLE COSTS AND PAYMENTS

1. Cost Ceiling

NC shall reimburse AVUSD for actual direct costs incurred in the performance of the subcontract to a maximum amount of \$730,000.00 and not to exceed 50% of their total allocation in the first year.

2. Carry Forward

- a.) Carry forward of funds from year one fiscal to year four fiscal can only be allowed if approved by NC's Project Director and if unspent funds are made available to NC by the California Department of Education. AVUSD shall submit a written request to NC no later than May 1 of the each year to carry forward unspent funds. The request shall include a proposed budget equal to the carry forward amount being requested and written justification for wanting to carry forward funds.
- b.) Carry forward of funds shall only be allowed in the first three years of the grant. Grant funds may not carry forward beyond the end date of the fourth grant year. (June 30, 2019).

3. Capital Outlay

- a.) Funding requests for purchases over \$5,000 in Capital Outlay, Category 6000, require NC and CDE prior approval.

4. Time and Effort

- a.) AVUSD shall provide a detailed time sheet for all personnel (monthly) for allowable costs determined by cost categories established by approved budget in the grant.

5. Sources of Local Match

- a.) AVUSD shall provide a detailed statement of actual Sources of Local Match by major category to be included in their quartley report. AVUSD actual Sources of Local Match to a minimum amount of the following as listed:

Year 1-	\$523,200.00
Year 2-	\$473,200.00
Year 3-	\$558,200.00
Year 4-	<u>\$558,200.00</u>
Total	\$2,112,800.00

6. Basis of Payment

- a.) Subject to the cost ceiling of each year noted above, allowable costs shall be determined by cost categories established by approved budget in the grant, which may be administratively revised by the parties during the performance of this subcontract pursuant to the California Career Pathways Trust re-budgeting authority. Re-budgeting by AVUSD must be approved by NC's Project Director.
- b.) AVUSD's established cost policies, which are in compliance with those required by the California Department of Education for the California Career Pathways Trust Program.
- c.) AVUSD may not charge any indirect against grant-funded expenditures.

7. Payment Procedures

- a) A detailed statement of actual expenditures by major category and an invoice shall be submitted to NC on a monthly or quarterly basis for review and approval.
- b) Two copies of the statement and invoice, signed by the appropriate financial officer of AVUSD, shall be submitted to NC along with a copy of AVUSD's detailed general ledger trial balance, a detailed progress report as specified by the Project Director and a match contribution report covering the very same time period. The materials shall be mailed to:

Maureen Sinclair, Ed.D.
Project Director
Norco College
2001 Third Street
Norco, CA 92860

- c.) The accounting of funds shall indicate current period and cumulative cost totals for the approved budget categories.
- d.) Costs incurred under the subcontract shall be in accordance with the cost principles and procedures contained in OMB Circulars A-21, A-110, and A-133 as in effect during the period of this subcontract.
- e.) Payment of costs questioned by NC may be withheld until AVUSD provides adequate documentation to substantiate the costs as allowable, allocable and reasonable under the terms of the grant and this subcontract.
- f.) Payment to AVUSD from NC will be sent within 30 days of the receipt of all required reports from AVUSD and approval for payment by the Project Director.
- g.) The final Accounting of Funds invoice for each fiscal year must be submitted no later than July 15 of the subsequent year and must be marked "Final" by AVUSD for inclusion in NC's annual performance report to the California Department of Education.

D. RECORDS/AUDITS

1. In accordance with the terms and conditions of the grant and state and federal requirements, AVUSD must maintain records regarding the use of grant funds and progress toward grant objectives. AVUSD will maintain appropriate financial records in accordance with generally accepted accounting practices. AVUSD will make available to RCCD/NC upon request, backup financial documentation that clearly describe the nature of each expense, as authorized in the approved budget.
2. AVUSD shall preserve and, with advance notification, make available all records related to this subcontract agreement for examination by Riverside Community College District and the California Department of Education and/or their duly authorized representative. AVUSD shall retain these records for five years after the completion of the grant program. The retention period begins on the date the grant ends or the date the last report is submitted, whichever occurs later. Any costs which, upon audit, are found to be unallowable will be reduced from future claims or in the case that none exist, will be refunded to RCCD/NC by AVUSD.

E. EQUIPMENT

1. Title to equipment, reimbursed as a direct item of cost under this MOU, shall vest in AVUSD at the end of the grant.
2. In order to be in compliance with federal requirements, AVUSD shall maintain an "Equipment Inventory List." Upon request, the list must be readily available for review by NC Project Director, Riverside Community College District internal auditors, and as requested to comply with federal audits conducted by the California Department of Education.
3. Disposition of equipment that exceeds its normal life expectancy shall be executed in accordance to federal and state regulations.

F. COMMUNICATION WITH FUNDING AGENCY

AVUSD shall communicate with the grant-funding agency (California Department of Education) through NC. AVUSD has no authority under this subcontract to communicate directly with the funding agency regarding the work funded by this agreement.

G. PROGRESS REPORTS

AVUSD must provide quarterly program reports concerning the progress of the work, or as may be requested by NC. Quarterly progress reports shall be due to the Project Director 30 days after the end of the quarter, for the duration of the four-year grant period. For this agreement, quarter periods are defined as follows:

- 1st Quarter- July, August, September
- 2nd Quarter- October, November, December
- 3rd Quarter- January, February, March
- 4th Quarter- April, May, June

A final statement of cumulative costs incurred, marked "FINAL," must be submitted to Riverside Community College's Project Director NOT LATER THAN fifteen (15) days after subcontract end date. The final statement of costs shall constitute Collaborator's final financial report.

H. SUBCONTRACTING

AVUSD may not subcontract any portion of the work to be performed under this subcontract agreement without prior written approval of NC.

I. ASSIGNMENT

AVUSD shall not assign or transfer any interest in the subcontract or assign any claims for money due or to become due under this subcontract without the prior written approval of NC.

J. MODIFICATION

This subcontract shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. Modification of this subcontract agreement shall be in writing and agreed to by both parties.

K. TERMINATION OF AGREEMENT

Notwithstanding any other provision of this subcontract agreement, RCCD/NC may terminate this subcontract agreement with cause by giving 30 days written notice to AVUSD. Causes for termination include non-performance on the part of AVUSD.

L. GENERAL PROVISIONS

1. ENTIRE AGREEMENT OF THE PARTIES

This subcontract agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by AVUSD for RCCD/NC and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing, signed by the party to be charged.

2. GOVERNING LAW

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

3. INDEPENDENT CONTRACTOR

AVUSD, and its officers, employees, and agents, shall act in an independent capacity during the term of this subcontract agreement and not as officers, employees or agents of RCCD/NC.

4. INTELLECTUAL PROPERTY

All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this subcontract agreement, shall be the property of RCCD/NC.

5. USE OF PROJECT DELIVERABLES

All project deliverables become the property of RCCD/NC upon termination of this Agreement, and as such may be used at will by RCCD/NC at any or all of its sites, for purposes determined by RCCD/NC.

6. INDEMNIFICATION AND HOLD HARMLESS

During the term of this subcontract agreement, the parties shall defend, indemnify and hold the other and its trustees, agents, students and employees, harmless from all claims, actions and judgments, including attorney fees, costs, interest and related expenses for losses, liability, or damages of any kind in any way caused

All notices, claims, correspondence, reports, invoices, and/or statements shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail.

Signature Authorization

Riverside Community College District
On behalf of Norco College

Alvord Unified School District

Aaron S. Brown
Vice Chancellor, Business and Financial Services

Ami Shackelford
Chief Financial Officer

Date

Date

A SUBCONTRACT
Between
RIVERSIDE COMMUNITY COLLEGE DISTRICT
ON BEHALF OF NORCO COLLEGE
(Fiscal Agent)
AND
CALIFORNIA CENTERS OF EXCELLENCE
(Subawardee)
Resulting from a Career Pathways Trust Grant Award between
The California Department of Education
And Riverside Community College District (RCCD)

AWARD NUMBER: 6722

This Memorandum of Understanding constitutes the subcontract entered into between Riverside Community College District, on behalf of Norco College (NC) and California Centers of Excellence (COE) on August 18, 2015. Up to \$60,000.00 in state funding, unless otherwise determined by the California Department of Education, will be utilized in accordance with the terms and conditions of this subcontract, including the attached budget and all applicable sections of the grant agreement between RCCD/NC. This sum is subject to reduction by RCCD/NC should RCCD/NC experience a reduction in funding from the California Department of Education (CDE). However, any impact on services as a result of any reduction will be discussed, agreed upon and approved by the NC Project Director. If during an audit, any COE expenditures are found to be unallowable, COE agrees to return funding to RCCD/NC in an amount commensurate with the total of the unallowable expenditures.

The term of this agreement shall be July 1, 2015 through June 30, 2019, unless this term is amended by the CDE.

It is hereby understood between the parties:

A. SCOPE OF WORK

1. The general objectives of the work to be performed shall be as described in the grant under the Goals, Objectives, and Activities. (Attached hereto as Exhibit A)
2. COE shall notify NC of any intent to significantly deviate from the described statement of work and provide written justification; such deviation must be approved by NC prior to the change being implemented.
3. COE shall notify NC of changes in key personnel.
4. NC shall notify COE of any changes in key personnel.
5. NC shall notify COE of any changes in this Memorandum of Understanding.

B. AUTHORITY

Where this agreement refers to NC prior approval, it means the written approval of the Project Director of the grant.

C. ALLOWABLE COSTS AND PAYMENTS

1. Cost Ceiling

NC shall reimburse COE for actual direct costs incurred in the performance of the subcontract to a maximum amount of \$60,000.00 and not to exceed 50% in the first year.

2. Carry Forward

- a.) Carry forward of funds from year one fiscal year to year four fiscal year can only be allowed if approved by NC's Project Director and if unspent funds are made available to NC by the California Department of Education. COE shall submit a written request to NC no later than May 1 of every year to carry forward unspent funds. The request shall include a proposed budget equal to the carry forward amount being requested and written justification for wanting to carry forward funds.
- b.) Carry forward of funds shall only be allowed in the first three years of the grant. Grant funds may not carry forward beyond the end date of the fourth grant year. (June 30, 2019).

3. Capital Outlay

- a.) Funding requests for purchases over \$5,000 in Capital Outlay, Category 6000, require NC and CDE prior approval.

4. Time and Effort

- a.) COE shall provide a detailed time sheet for all personnel (monthly) for allowable costs determined by cost categories established by approved budget in the grant.

5. Sources of Local Match

- a.) COE shall provide a detailed statement of actual Sources of Local Match by major category to be included in their quarterly report. COE actual Sources of Local Match to a minimum amount of the following as listed:

Year 1-	\$0.00
Year 2-	\$0.00
Year 3-	\$30,000.00
Year 4-	<u>\$30,000.00</u>
Total	\$60,000.00

6. Basis of Payment

- a.) Subject to the cost ceiling of each year noted above, allowable costs shall be determined by cost categories established by approved budget in the grant, which may be administratively revised by the parties during the performance of this subcontract pursuant to the California Career Pathways Trust re-budgeting authority. Re-budgeting by COE must be approved by NC's Project Director.
- b.) COE's established cost policies, which are in compliance with those required by the California Department of Education for the California Career Pathways Trust Program.
- c.) COE may not charge any indirect against grant-funded expenditures.

7. Payment Procedures

- a) A detailed statement of actual expenditures by major category and an invoice shall be submitted to NC on a monthly or quarterly basis for review and approval.
- b) Two copies of the statement and invoice, signed by the appropriate financial officer of COE, shall be submitted to NC along with a copy of COE's detailed general ledger trial balance, a detailed progress report as specified by the Project Director and a match contribution report covering the very same time period. The materials shall be mailed to:

Maureen Sinclair, Ed.D.
Project Director
Norco College
2001 Third Street
Norco, CA 92860

- c.) The accounting of funds shall indicate current period and cumulative cost totals for the approved budget categories.

- d.) Costs incurred under the subcontract shall be in accordance with the cost principles and procedures contained in OMB Circulars A-21, A-110, and A-133 as in effect during the period of this subcontract.
- e.) Payment of costs questioned by NC may be withheld until COE provides adequate documentation to substantiate the costs as allowable, allocable and reasonable under the terms of the grant and this subcontract.
- f.) Payment to COE from NC will be sent within 30 days of the receipt of all required reports from COE and approval for payment by the Project Director.
- g.) The final Accounting of Funds invoice for each fiscal year must be submitted no later than July 15 of the subsequent year and must be marked "Final" by COE for inclusion in NC's annual performance report to the California Department of Education.

D. RECORDS/AUDITS

- 1. In accordance with the terms and conditions of the grant and state and federal requirements, COE must maintain records regarding the use of grant funds and progress toward grant objectives. COE will maintain appropriate financial records in accordance with generally accepted accounting practices. COE will make available to RCCD/NC upon request, backup financial documentation that clearly describe the nature of each expense, as authorized in the approved budget.
- 2. COE shall preserve and, with advance notification, make available all records related to this subcontract agreement for examination by Riverside Community College District and the California Department of Education and/or their duly authorized representative. COE shall retain these records for five years after the completion of the grant program. The retention period begins on the date the grant ends or the date the last report is submitted, whichever occurs later. Any costs which, upon audit, are found to be unallowable will be reduced from future claims or in the case that none exist, will be refunded to RCCD/NC by COE.

E. EQUIPMENT

- 1. Title to equipment, reimbursed as a direct item of cost under this MOU, shall vest in COE at the end of the grant.
- 2. In order to be in compliance with federal requirements, COE shall maintain an "Equipment Inventory List." Upon request, the list must be readily available for review by NC Project Director, Riverside Community College District internal auditors, and as requested to comply with federal audits conducted by the California Department of Education.
- 3. Disposition of equipment that exceeds its normal life expectancy shall be executed in accordance to federal and state regulations.

F. COMMUNICATION WITH FUNDING AGENCY

COE shall communicate with the grant-funding agency (California Department of Education) through NC. COE has no authority under this subcontract to communicate directly with the funding agency regarding the work funded by this agreement.

G. PROGRESS REPORTS

COE must provide quarterly program reports concerning the progress of the work, or as may be requested by NC. Quarterly progress reports shall be due to the Project Director 30 days after the end of the quarter, for the duration of the four-year grant period. For this agreement, quarter periods are defined as follows:

1st Quarter- July, August, September
2nd Quarter- October, November, December
3rd Quarter- January, February, March
4th Quarter- April, May, June

A final statement of cumulative costs incurred, marked "FINAL," must be submitted to Riverside Community College's Project Director NOT LATER THAN fifteen (15) days after subcontract end date. The final statement of costs shall constitute Collaborator's final financial report.

H. SUBCONTRACTING

COE may not subcontract any portion of the work to be performed under this subcontract agreement without prior written approval of NC.

I. ASSIGNMENT

COE shall not assign or transfer any interest in the subcontract or assign any claims for money due or to become due under this subcontract without the prior written approval of NC.

J. MODIFICATION

This subcontract shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. Modification of this subcontract agreement shall be in writing and agreed to by both parties.

K. TERMINATION OF AGREEMENT

Notwithstanding any other provision of this subcontract agreement, RCCD/NC may terminate this subcontract agreement with cause by giving 30 days written notice to COE. Causes for termination include non-performance on the part of COE.

L. GENERAL PROVISIONS

1. ENTIRE AGREEMENT OF THE PARTIES

This subcontract agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by COE for RCCD/NC and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing, signed by the party to be charged.

2. GOVERNING LAW

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

3. INDEPENDENT CONTRACTOR

COE, and its officers, employees, and agents, shall act in an independent capacity during the term of this subcontract agreement and not as officers, employees or agents of RCCD/NC.

4. INTELLECTUAL PROPERTY

All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this subcontract agreement, shall be the property of RCCD/NC.

5. USE OF PROJECT DELIVERABLES

All project deliverables become the property of RCCD/NC upon termination of this Agreement, and as such may be used at will by RCCD/NC at any or all of its sites, for purposes determined by RCCD/NC.

6. INDEMNIFICATION AND HOLD HARMLESS

During the term of this subcontract agreement, the parties shall defend, indemnify and hold the other and its trustees, agents, students and employees, harmless from all claims, actions and judgments, including attorney fees, costs, interest and related expenses for losses, liability, or damages of any kind in any way caused by, related to, or resulting from, the acts or omissions of COE, its officers, directors, agents, affiliates and employees, arising out of the performance of this subcontract agreement.

All notices, claims, correspondence, reports, invoices, and/or statements shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail.

Signature Authorization

Riverside Community College District
On behalf of Norco College

California Centers of Excellence

Aaron S. Brown
Vice Chancellor, Business and Financial Services

California Centers of
Excellence

Date

Date

A SUBCONTRACT
Between
RIVERSIDE COMMUNITY COLLEGE DISTRICT
ON BEHALF OF NORCO COLLEGE
(Fiscal Agent)
AND
CORONA-NORCO UNIFIED SCHOOL DISTRICT
(Subawardee)
Resulting from a Career Pathways Trust Grant Award between
The California Department of Education
And Riverside Community College District (RCCD)

AWARD NUMBER: 6722

This Memorandum of Understanding constitutes the subcontract entered into between Riverside Community College District, on behalf of Norco College (NC) and Corona-Norco Unified School District, (CNUSD) on August 18, 2015. Up to \$2,233,326 in state funding, unless otherwise determined by the California Department of Education, will be utilized in accordance with the terms and conditions of this subcontract, including the attached budget and all applicable sections of the grant agreement between RCCD/NC. This sum is subject to reduction by RCCD/NC should RCCD/NC experience a reduction in funding from the California Department of Education (CDE). However, any impact on services as a result of any reduction will be discussed, agreed upon and approved by the NC Project Director. If during an audit, any CNUSD expenditures are found to be unallowable, CNUSD agrees to return funding to RCCD/NC in an amount commensurate with the total of the unallowable expenditures.

The term of this agreement shall be July 1, 2015 through June 30, 2019, unless this term is amended by the CDE.

It is hereby understood between the parties:

A. SCOPE OF WORK

1. The general objectives of the work to be performed shall be as described in the grant under the Goals, Objectives, and Activities. (Attached hereto as Exhibit A)
2. CNUSD shall notify NC of any intent to significantly deviate from the described statement of work and provide written justification; such deviation must be approved by NC prior to the change being implemented.
3. CNUSD shall notify NC of changes in key personnel.
4. NC shall notify CNUSD of any changes in key personnel.
5. NC shall notify CNUSD of any changes in this Memorandum of Understanding.

B. AUTHORITY

Where this agreement refers to NC prior approval, it means the written approval of the Project Director of the grant.

C. ALLOWABLE COSTS AND PAYMENTS

1. Cost Ceiling

NC shall reimburse CNUSD for actual direct costs incurred in the performance of the subcontract to a maximum amount of \$2,233,326.00 and not to exceed 50% in the first year.

2. Carry Forward

a.) Carry forward of funds from year one fiscal year to year four fiscal year can only be allowed if approved by NC's Project Director and if unspent funds are made available to NC by the California Department of Education. CNUSD shall submit a written request to NC no later than May 1 of every year to carry forward unspent funds. The request shall include a proposed budget equal to the carry forward amount being requested and written justification for wanting to carry forward funds.

b.) Carry forward of funds shall only be allowed in the first three years of the grant. Grant funds may not carry forward beyond the end date of the fourth grant year. (June 30, 2019).

3. Capital Outlay

a.) Funding requests for purchases over \$5,000 in Capital Outlay, Category 6000, require NC and CDE prior approval.

4. Time and Effort

a.) CNUSD shall provide a detailed time sheet for all personnel (monthly) for allowable costs determined by cost categories established by approved budget in the grant.

5. Sources of Local Match

a.) CNUSD shall provide a detailed statement of actual Sources of Local Match by major category to be included in their quarterly report. CNUSD actual Sources of Local Match to a minimum amount of the following as listed:

Year 1-	\$4,762,628.00
Year 2-	\$13,762,128.00
Year 3-	\$6,944,025.00
Year 4-	<u>\$6,805,025.00</u>
Total	\$32,273,806.00

6. Basis of Payment

- a.) Subject to the cost ceiling of each year noted above, allowable costs shall be determined by cost categories established by approved budget in the grant, which may be administratively revised by the parties during the performance of this subcontract pursuant to the California Career Pathways Trust re-budgeting authority. Re-budgeting by CNUSD must be approved by NC's Project Director.
- b.) CNUSD's established cost policies, which are in compliance with those required by the California Department of Education for the California Career Pathways Trust Program.
- c.) CNUSD may not charge any indirect against grant-funded expenditures.

7. Payment Procedures

- a) A detailed statement of actual expenditures by major category and an invoice shall be submitted to NC on a monthly or quarterly basis for review and approval.
- b) Two copies of the statement and invoice, signed by the appropriate financial officer of CNUSD, shall be submitted to NC along with a copy of CNUSD's detailed general ledger trial balance, a detailed progress report as specified by the Project Director and a match contribution report covering the very same time period. The materials shall be mailed to:

Maureen Sinclair, Ed.D.
Project Director
Norco College
2001 Third Street
Norco, CA 92860

- c.) The accounting of funds shall indicate current period and cumulative cost totals for the approved budget categories.
- d.) Costs incurred under the subcontract shall be in accordance with the cost principles and procedures contained in OMB Circulars A-21, A-110, and A-133 as in effect during the period of this subcontract.

- e.) Payment of costs questioned by NC may be withheld until CNUSD provides adequate documentation to substantiate the costs as allowable, allocable and reasonable under the terms of the grant and this subcontract.
- f.) Payment to CNUSD from NC will be sent within 30 days of the receipt of all required reports from CNUSD and approval for payment by the Project Director.
- g.) The final Accounting of Funds invoice for each fiscal year must be submitted no later than July 15 of the subsequent year and must be marked "Final" by CNUSD for inclusion in NC's annual performance report to the California Department of Education.

D. RECORDS/AUDITS

- 1. In accordance with the terms and conditions of the grant and state and federal requirements, CNUSD must maintain records regarding the use of grant funds and progress toward grant objectives. CNUSD will maintain appropriate financial records in accordance with generally accepted accounting practices. CNUSD will make available to RCCD/NC upon request, backup financial documentation that clearly describe the nature of each expense, as authorized in the approved budget.
- 2. CNUSD shall preserve and, with advance notification, make available all records related to this subcontract agreement for examination by Riverside Community College District and the California Department of Education and/or their duly authorized representative. CNUSD shall retain these records for five years after the completion of the grant program. The retention period begins on the date the grant ends or the date the last report is submitted, whichever occurs later. Any costs which, upon audit, are found to be unallowable will be reduced from future claims or in the case that none exist, will be refunded to RCCD/NC by CNUSD.

E. EQUIPMENT

- 1. Title to equipment, reimbursed as a direct item of cost under this MOU, shall vest in CNUSD at the end of the grant.
- 2. In order to be in compliance with federal requirements, CNUSD shall maintain an "Equipment Inventory List." Upon request, the list must be readily available for review by NC Project Director, Riverside Community College District internal auditors, and as requested to comply with federal audits conducted by the California Department of Education.
- 3. Disposition of equipment that exceeds its normal life expectancy shall be executed in accordance to federal and state regulations.

F. COMMUNICATION WITH FUNDING AGENCY

CNUSD shall communicate with the grant-funding agency (California Department of Education) through NC. CNUSD has no authority under this subcontract to communicate directly with the funding agency regarding the work funded by this agreement.

G. PROGRESS REPORTS

CNUSD must provide quarterly program reports concerning the progress of the work, or as may be requested by NC. Quarterly progress reports shall be due to the Project Director 30 days after the end of the quarter, for the duration of the four-year grant period. For this agreement, quarter periods are defined as follows:

- 1st Quarter- July, August, September
- 2nd Quarter- October, November, December
- 3rd Quarter- January, February, March
- 4th Quarter- April, May, June

A final statement of cumulative costs incurred, marked "FINAL," must be submitted to Riverside Community College's Project Director NOT LATER THAN fifteen (15) days after subcontract end date. The final statement of costs shall constitute Collaborator's final financial report.

H. SUBCONTRACTING

CNUSD may not subcontract any portion of the work to be performed under this subcontract agreement without prior written approval of NC.

I. ASSIGNMENT

CNUSD shall not assign or transfer any interest in the subcontract or assign any claims for money due or to become due under this subcontract without the prior written approval of NC.

J. MODIFICATION

This subcontract shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. Modification of this subcontract agreement shall be in writing and agreed to by both parties.

K. TERMINATION OF AGREEMENT

Notwithstanding any other provision of this subcontract agreement, RCCD/NC may terminate this subcontract agreement with cause by giving 30 days written notice to CNUSD. Causes for termination include non-performance on the part of CNUSD.

L. GENERAL PROVISIONS

1. ENTIRE AGREEMENT OF THE PARTIES

This subcontract agreement supersedes any and all agreements, either oral or

written, between the parties hereto with respect to the rendering of services by CNUSD for RCCD/NC and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing, signed by the party to be charged.

2. GOVERNING LAW

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

3. INDEPENDENT CONTRACTOR

CNUSD, and its officers, employees, and agents, shall act in an independent capacity during the term of this subcontract agreement and not as officers, employees or agents of RCCD/NC.

4. INTELLECTUAL PROPERTY

All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this subcontract agreement, shall be the property of RCCD/NC.

5. USE OF PROJECT DELIVERABLES

All project deliverables become the property of RCCD/NC upon termination of this Agreement, and as such may be used at will by RCCD/NC at any or all of its sites, for purposes determined by RCCD/NC.

6. INDEMNIFICATION AND HOLD HARMLESS

During the term of this subcontract agreement, the parties shall defend, indemnify and hold the other and its trustees, agents, students and employees, harmless from all claims, actions and judgments, including attorney fees, costs, interest and related expenses for losses, liability, or damages of any kind in any way caused by, related to, or resulting from, the acts or omissions of CNUSD, its officers, directors, agents, affiliates and employees, arising out of the performance of this subcontract agreement.

7. NON-DISCRIMINATION

CNUSD 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 or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, 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. CNUSD understands that harassment of any student or employee of CNUSD or RCCD/NC with regard to ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, 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.

8. CNUSD shall provide RCCD/NC with a certificate of insurance, evidencing general liability coverage in the minimum amount of \$1,000,000 per incident and \$2,000,000 in the aggregate. CNUSD is to name the Riverside Community College District as an additional insured on the Certificate of Insurance. In addition, CNUSD shall also provide evidence of workers' compensation coverage to RCCD/NC.

M. NOTICES

All notices, claims, correspondence, invoices, and/or statements authorized or required by this subcontract shall be addressed as follows:

RCCD/Norco College: Maureen Sinclair, Ed.D
 Norco College
 2001 Third Street
 Norco, CA 92860

CNUSD: Sherry Mata
 2820 Clark Avenue
 Norco, CA 92860

All notices, claims, correspondence, reports, invoices, and/or statements shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail.

Signature Authorization

Riverside Community College District
On behalf of Norco College

Corona-Norco Unified School District

Aaron S. Brown
Vice Chancellor, Business and Financial Services

Sherry Mata
Deputy Superintendent

Date

Date

A SUBCONTRACT
Between
RIVERSIDE COMMUNITY COLLEGE DISTRICT
ON BEHALF OF NORCO COLLEGE
(Fiscal Agent)
AND
INLAND COALITION
(Subawardee)
Resulting from a Career Pathways Trust Grant Award between
The California Department of Education
And Riverside Community College District (RCCD)

AWARD NUMBER: 6722

This Memorandum of Understanding constitutes the subcontract entered into between Riverside Community College District, on behalf of Norco College (NC) and INLAND COALITION on August 18, 2015. Up to \$198,000.00 in state funding, unless otherwise determined by the California Department of Education, will be utilized in accordance with the terms and conditions of this subcontract, including the attached budget and all applicable sections of the grant agreement between RCCD/NC. This sum is subject to reduction by RCCD/NC should RCCD/NC experience a reduction in funding from the California Department of Education (CDE). However, any impact on services as a result of any reduction will be discussed, agreed upon and approved by the NC Project Director. If during an audit, any INLAND COALITION expenditures are found to be unallowable, INLAND COALITION agrees to return funding to RCCD/NC in an amount commensurate with the total of the unallowable expenditures.

The term of this agreement shall be July 1, 2015 through June 30, 2019, unless this term is amended by the CDE.

It is hereby understood between the parties:

A. SCOPE OF WORK

1. The general objectives of the work to be performed shall be as described in the grant under the Goals, Objectives, and Activities. (Attached hereto as Exhibit A)
2. INLAND COALITION shall notify NC of any intent to significantly deviate from the described statement of work and provide written justification; such deviation must be approved by NC prior to the change being implemented.
3. INLAND COALITION shall notify NC of changes in key personnel.
4. NC shall notify INLAND COALITION of any changes in key personnel.
5. NC shall notify INLAND COALITION of any changes in this Memorandum of Understanding.

B. AUTHORITY

Where this agreement refers to NC prior approval, it means the written approval of the Project Director of the grant.

C. ALLOWABLE COSTS AND PAYMENTS

1. Cost Ceiling

NC shall reimburse INLAND COALITION for actual direct costs incurred in the performance of the subcontract to a maximum amount of \$198,000.00 and not to exceed 50% in the first year.

2. Carry Forward

- a.) Carry forward of funds from year one fiscal year to year four fiscal year can only be allowed if approved by NC's Project Director and if unspent funds are made available to NC by the California Department of Education. INLAND COALITION shall submit a written request to NC no later than May 1 of every year to carry forward unspent funds. The request shall include a proposed budget equal to the carry forward amount being requested and written justification for wanting to carry forward funds.
- b.) Carry forward of funds shall only be allowed in the first three years of the grant. Grant funds may not carry forward beyond the end date of the fourth grant year. (June 30, 2019).

3. Capital Outlay

- a.) Funding requests for purchases over \$5,000 in Capital Outlay, Category 6000, require NC and CDE prior approval.

4. Time and Effort

- a.) INLAND COALITION shall provide a detailed time sheet for all personnel (monthly) for allowable costs determined by cost categories established by approved budget in the grant.

5. Sources of Local Match

- a.) INLAND COALITION shall provide a detailed statement of actual Sources of Local Match by major category to be included in their quarterly report. INLAND

COALITION actual Sources of Local Match to a minimum amount of the following as listed:

Year 1-	\$19,000.00
Year 2-	\$57,000.00
Year 3-	\$80,000.00
Year 4-	<u>\$80,000.00</u>
Total	\$236,000.00

6. Basis of Payment

- a.) Subject to the cost ceiling of each year noted above, allowable costs shall be determined by cost categories established by approved budget in the grant, which may be administratively revised by the parties during the performance of this subcontract pursuant to the California Career Pathways Trust re-budgeting authority. Re-budgeting by INLAND COALITION must be approved by NC's Project Director.
- b.) INLAND COALITION's established cost policies, which are in compliance with those required by the California Department of Education for the California Career Pathways Trust Program.
- c.) INLAND COALITION may not charge any indirect against grant-funded expenditures.

7. Payment Procedures

- a) A detailed statement of actual expenditures by major category and an invoice shall be submitted to NC on a monthly or quarterly basis for review and approval.
- b) Two copies of the statement and invoice, signed by the appropriate financial officer of INLAND COALITION, shall be submitted to NC along with a copy of INLAND COALITION's detailed general ledger trial balance, a detailed progress report as specified by the Project Director and a match contribution report covering the very same time period. The materials shall be mailed to:

Maureen Sinclair, Ed.D.
Project Director
Norco College
2001 Third Street
Norco, CA 92860

- c.) The accounting of funds shall indicate current period and cumulative cost totals for the approved budget categories.
- d.) Costs incurred under the subcontract shall be in accordance with the cost principles and procedures contained in OMB Circulars A-21, A-110, and A-133 as in effect during the period of this subcontract.
- e.) Payment of costs questioned by NC may be withheld until INLAND COALITION provides adequate documentation to substantiate the costs as allowable, allocable and reasonable under the terms of the grant and this subcontract.
- f.) Payment to INLAND COALITION from NC will be sent within 30 days of the receipt of all required reports from INLAND COALITION and approval for payment by the Project Director.
- g.) The final Accounting of Funds invoice for each fiscal year must be submitted no later than July 15 of the subsequent year and must be marked "Final" by INLAND COALITION for inclusion in NC's annual performance report to the California Department of Education.

D. RECORDS/AUDITS

1. In accordance with the terms and conditions of the grant and state and federal requirements, INLAND COALITION must maintain records regarding the use of grant funds and progress toward grant objectives. INLAND COALITION will maintain appropriate financial records in accordance with generally accepted accounting practices. INLAND COALITION will make available to RCCD/NC upon request, backup financial documentation that clearly describe the nature of each expense, as authorized in the approved budget.
2. INLAND COALITION shall preserve and, with advance notification, make available all records related to this subcontract agreement for examination by Riverside Community College District and the California Department of Education and/or their duly authorized representative. INLAND COALITION shall retain these records for five years after the completion of the grant program. The retention period begins on the date the grant ends or the date the last report is submitted, whichever occurs later. Any costs which, upon audit, are found to be unallowable will be reduced from future claims or in the case that none exist, will be refunded to RCCD/NC by INLAND COALITION.

E. EQUIPMENT

1. Title to equipment, reimbursed as a direct item of cost under this MOU, shall vest in INLAND COALITION at the end of the grant.

2. In order to be in compliance with federal requirements, INLAND COALITION shall maintain an "Equipment Inventory List." Upon request, the list must be readily available for review by NC Project Director, Riverside Community College District internal auditors, and as requested to comply with federal audits conducted by the California Department of Education.
3. Disposition of equipment that exceeds its normal life expectancy shall be executed in accordance to federal and state regulations.

F. COMMUNICATION WITH FUNDING AGENCY

INLAND COALITION shall communicate with the grant-funding agency (California Department of Education) through NC. INLAND COALITION has no authority under this subcontract to communicate directly with the funding agency regarding the work funded by this agreement.

G. PROGRESS REPORTS

INLAND COALITION must provide quarterly program reports concerning the progress of the work, or as may be requested by NC. Quarterly progress reports shall be due to the Project Director 30 days after the end of the quarter, for the duration of the four-year grant period. For this agreement, quarter periods are defined as follows:

- 1st Quarter- July, August, September
- 2nd Quarter- October, November, December
- 3rd Quarter- January, February, March
- 4th Quarter- April, May, June

A final statement of cumulative costs incurred, marked "FINAL," must be submitted to Riverside Community College's Project Director NOT LATER THAN fifteen (15) days after subcontract end date. The final statement of costs shall constitute Collaborator's final financial report.

H. SUBCONTRACTING

INLAND COALITION may not subcontract any portion of the work to be performed under this subcontract agreement without prior written approval of NC.

I. ASSIGNMENT

INLAND COALITION shall not assign or transfer any interest in the subcontract or assign any claims for money due or to become due under this subcontract without the prior written approval of NC.

J. MODIFICATION

This subcontract shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. Modification of this subcontract agreement shall be in writing and agreed to by both parties.

K. TERMINATION OF AGREEMENT

Notwithstanding any other provision of this subcontract agreement, RCCD/NC may terminate this subcontract agreement with cause by giving 30 days written notice to INLAND COALITION. Causes for termination include non-performance on the part of INLAND COALITION.

L. GENERAL PROVISIONS

1. ENTIRE AGREEMENT OF THE PARTIES

This subcontract agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by INLAND COALITION for RCCD/NC and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing, signed by the party to be charged.

2. GOVERNING LAW

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

3. INDEPENDENT CONTRACTOR

INLAND COALITION, and its officers, employees, and agents, shall act in an independent capacity during the term of this subcontract agreement and not as officers, employees or agents of RCCD/NC.

4. INTELLECTUAL PROPERTY

All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this subcontract agreement, shall be the property of RCCD/NC.

5. USE OF PROJECT DELIVERABLES

All project deliverables become the property of RCCD/NC upon termination of this Agreement, and as such may be used at will by RCCD/NC at any or all of its sites, for purposes determined by RCCD/NC.

6. INDEMNIFICATION AND HOLD HARMLESS

During the term of this subcontract agreement, the parties shall defend, indemnify and hold the other and its trustees, agents, students and employees, harmless from all claims, actions and judgments, including attorney fees, costs, interest and related expenses for losses, liability, or damages of any kind in any way caused by, related to, or resulting from, the acts or omissions of INLAND COALITION, its officers, directors, agents, affiliates and employees, arising out of the performance of this subcontract agreement.

7. NON-DISCRIMINATION

INLAND COALITION 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 or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, 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. INLAND COALITION understands that harassment of any student or employee of INLAND COALITION or RCCD/NC with regard to ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, 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.

8. INLAND COALITION shall provide RCCD/NC with a certificate of insurance, evidencing general liability coverage in the minimum amount of \$1,000,000 per incident and \$2,000,000 in the aggregate. INLAND COALITION is to name the Riverside Community College District as an additional insured on the Certificate of Insurance. In addition, INLAND COALITION shall also provide evidence of workers' compensation coverage to RCCD/NC.

M. NOTICES

All notices, claims, correspondence, invoices, and/or statements authorized or required by this subcontract shall be addressed as follows:

RCCD/Norco College: Maureen Sinclair, Ed.D
Norco College
2001 Third Street
Norco, CA 92860

INLAND COALITION: Carol Allbaugh
1126 W. Foothill Blvd. Suite 150
Upland, CA 91786

All notices, claims, correspondence, reports, invoices, and/or statements shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail.

Signature Authorization

Riverside Community College District
On behalf of Norco College

Inland Coalition

Aaron S. Brown
Vice Chancellor, Business and Financial Services

Diana Fox
Director

Date

Date

A SUBCONTRACT
Between
RIVERSIDE COMMUNITY COLLEGE DISTRICT
ON BEHALF OF NORCO COLLEGE
(Fiscal Agent)
AND
JURUPA UNIFIED SCHOOL DISTRICT
(Subawardee)
Resulting from a Career Pathways Trust Grant Award between
The California Department of Education
And Riverside Community College District (RCCD)

AWARD NUMBER: 6722

This Memorandum of Understanding constitutes the subcontract entered into between Riverside Community College District, on behalf of Norco College (NC) and Jurupa Unified School District, (JUSD) on August 18, 2015. Up to \$276,000.00 in state funding, unless otherwise determined by the California Department of Education, will be utilized in accordance with the terms and conditions of this subcontract, including the attached budget and all applicable sections of the grant agreement between RCCD/NC. This sum is subject to reduction by RCCD/NC should RCCD/NC experience a reduction in funding from the California Department of Education (CDE). However, any impact on services as a result of any reduction will be discussed, agreed upon and approved by the NC Project Director. If during an audit, any JUSD expenditures are found to be unallowable, JUSD agrees to return funding to RCCD/NC in an amount commensurate with the total of the unallowable expenditures.

The term of this agreement shall be July 1, 2015 through June 30, 2019, unless this term is amended by the CDE.

It is hereby understood between the parties:

A. SCOPE OF WORK

1. The general objectives of the work to be performed shall be as described in the grant under the Goals, Objectives, and Activities. (Attached hereto as Exhibit A)
2. JUSD shall notify NC of any intent to significantly deviate from the described statement of work and provide written justification; such deviation must be approved by NC prior to the change being implemented.
3. JUSD shall notify NC of changes in key personnel.
4. NC shall notify JUSD of any changes in key personnel.
5. NC shall notify JUSD of any changes in this Memorandum of Understanding.

B. AUTHORITY

Where this agreement refers to NC prior approval, it means the written approval of the Project Director of the grant.

C. ALLOWABLE COSTS AND PAYMENTS

1. Cost Ceiling

NC shall reimburse JUSD for actual direct costs incurred in the performance of the subcontract to a maximum amount of \$276,000.00 and not to exceed 50% in the first year.

2. Carry Forward

- a.) Carry forward of funds from year one fiscal year to year four fiscal year can only be allowed if approved by NC's Project Director and if unspent funds are made available to NC by the California Department of Education. JUSD shall submit a written request to NC no later than May 1 of every year to carry forward unspent funds. The request shall include a proposed budget equal to the carry forward amount being requested and written justification for wanting to carry forward funds.
- b.) Carry forward of funds shall only be allowed in the first three years of the grant. Grant funds may not carry forward beyond the end date of the fourth grant year. (June 30, 2019).

3. Capital Outlay

- a.) Funding requests for purchases over \$5,000 in Capital Outlay, Category 6000, require NC and CDE prior approval.

4. Time and Effort

- a.) JUSD shall provide a detailed time sheet for all personnel (monthly) for allowable costs determined by cost categories established by approved budget in the grant.

5. Sources of Local Match

- a.) JUSD shall provide a detailed statement of actual Sources of Local Match by major category to be included in their quarterly report. JUSD actual Sources of Local Match to a minimum amount of the following as listed:

Year 1-	\$48,000.00
Year 2-	\$18,000.00
Year 3-	\$110,000.00
Year 4-	<u>\$110,000.00</u>
Total	\$286,000.00

6. Basis of Payment

- a.) Subject to the cost ceiling of each year noted above, allowable costs shall be determined by cost categories established by approved budget in the grant, which may be administratively revised by the parties during the performance of this subcontract pursuant to the California Career Pathways Trust re-budgeting authority. Re-budgeting by JUSD must be approved by NC's Project Director.
- b.) JUSD's established cost policies, which are in compliance with those required by the California Department of Education for the California Career Pathways Trust Program.
- c.) JUSD may not charge any indirect against grant-funded expenditures.

7. Payment Procedures

- a) A detailed statement of actual expenditures by major category and an invoice shall be submitted to NC on a monthly or quarterly basis for review and approval.
- b) Two copies of the statement and invoice, signed by the appropriate financial officer of JUSD, shall be submitted to NC along with a copy of JUSD's detailed general ledger trial balance, a detailed progress report as specified by the Project Director and a match contribution report covering the very same time period. The materials shall be mailed to:

Maureen Sinclair, Ed.D.
Project Director
Norco College
2001 Third Street
Norco, CA 92860

- c.) The accounting of funds shall indicate current period and cumulative cost totals for the approved budget categories.
- d.) Costs incurred under the subcontract shall be in accordance with the cost principles and procedures contained in OMB Circulars A-21, A-110, and A-133 as in effect during the period of this subcontract.
- e.) Payment of costs questioned by NC may be withheld until JUSD provides adequate documentation to substantiate the costs as allowable, allocable and reasonable under the terms of the grant and this subcontract.
- f.) Payment to JUSD from NC will be sent within 30 days of the receipt of all required reports from JUSD and approval for payment by the Project Director.
- g.) The final Accounting of Funds invoice for each fiscal year must be submitted no later than July 15 of the subsequent year and must be marked "Final" by JUSD for inclusion in NC's annual performance report to the California Department of Education.

D. RECORDS/AUDITS

- 1. In accordance with the terms and conditions of the grant and state and federal requirements, JUSD must maintain records regarding the use of grant funds and progress toward grant objectives. JUSD will maintain appropriate financial records in accordance with generally accepted accounting practices. JUSD will make available to RCCD/NC upon request, backup financial documentation that clearly describe the nature of each expense, as authorized in the approved budget.
- 2. JUSD shall preserve and, with advance notification, make available all records related to this subcontract agreement for examination by Riverside Community College District and the California Department of Education and/or their duly authorized representative. JUSD shall retain these records for five years after the completion of the grant program. The retention period begins on the date the grant ends or the date the last report is submitted, whichever occurs later. Any costs which, upon audit, are found to be unallowable will be reduced from future claims or in the case that none exist, will be refunded to RCCD/NC by JUSD.

E. EQUIPMENT

- 1. Title to equipment, reimbursed as a direct item of cost under this MOU, shall vest in JUSD at the end of the grant.
- 2. In order to be in compliance with federal requirements, JUSD shall maintain an "Equipment Inventory List." Upon request, the list must be readily available for review by NC Project Director, Riverside Community College District internal auditors, and as requested to comply with federal audits conducted by the California Department of Education.
- 3. Disposition of equipment that exceeds its normal life expectancy shall be executed in accordance to federal and state regulations.

F. COMMUNICATION WITH FUNDING AGENCY

JUSD shall communicate with the grant-funding agency (California Department of Education) through NC. JUSD has no authority under this subcontract to communicate directly with the funding agency regarding the work funded by this agreement.

G. PROGRESS REPORTS

JUSD must provide quarterly program reports concerning the progress of the work, or as may be requested by NC. Quarterly progress reports shall be due to the Project Director 30 days after the end of the quarter, for the duration of the four-year grant period. For this agreement, quarter periods are defined as follows:

1 st Quarter-	July, August, September
2 nd Quarter-	October, November, December
3 rd Quarter-	January, February, March
4 th Quarter-	April, May, June

A final statement of cumulative costs incurred, marked "FINAL," must be submitted to Riverside Community College's Project Director NOT LATER THAN fifteen (15) days after subcontract end date. The final statement of costs shall constitute Collaborator's final financial report.

H. SUBCONTRACTING

JUSD may not subcontract any portion of the work to be performed under this subcontract agreement without prior written approval of NC.

I. ASSIGNMENT

JUSD shall not assign or transfer any interest in the subcontract or assign any claims for money due or to become due under this subcontract without the prior written approval of NC.

J. MODIFICATION

This subcontract shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. Modification of this subcontract agreement shall be in writing and agreed to by both parties.

K. TERMINATION OF AGREEMENT

Notwithstanding any other provision of this subcontract agreement, RCCD/NC may terminate this subcontract agreement with cause by giving 30 days written notice to JUSD. Causes for termination include non-performance on the part of JUSD.

L. GENERAL PROVISIONS

1. ENTIRE AGREEMENT OF THE PARTIES

This subcontract agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by JUSD for RCCD/NC and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing, signed by the party to be charged.

2. GOVERNING LAW

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

3. INDEPENDENT CONTRACTOR

JUSD, and its officers, employees, and agents, shall act in an independent capacity during the term of this subcontract agreement and not as officers, employees or agents of RCCD/NC.

4. INTELLECTUAL PROPERTY

All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this subcontract agreement, shall be the property of RCCD/NC.

5. USE OF PROJECT DELIVERABLES

All project deliverables become the property of RCCD/NC upon termination of this Agreement, and as such may be used at will by RCCD/NC at any or all of its sites, for purposes determined by RCCD/NC.

6. INDEMNIFICATION AND HOLD HARMLESS

During the term of this subcontract agreement, the parties shall defend, indemnify and hold the other and its trustees, agents, students and employees, harmless from all claims, actions and judgments, including attorney fees, costs, interest and

related expenses for losses, liability, or damages of any kind in any way caused by, related to, or resulting from, the acts or omissions of JUSD, its officers, directors, agents, affiliates and employees, arising out of the performance of this subcontract agreement.

7. NON-DISCRIMINATION

JUSD 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 or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, 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. JUSD understands that harassment of any student or employee of JUSD or RCCD/NC with regard to ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, 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.

8. JUSD shall provide RCCD/NC with a certificate of insurance, evidencing general liability coverage in the minimum amount of \$1,000,000 per incident and \$2,000,000 in the aggregate. JUSD is to name the Riverside Community College District as an additional insured on the Certificate of Insurance. In addition, JUSD shall also provide evidence of workers' compensation coverage to RCCD/NC.

M. NOTICES

All notices, claims, correspondence, invoices, and/or statements authorized or required by this subcontract shall be addressed as follows:

RCCD/Norco College: Maureen Sinclair, Ed.D
Norco College
2001 Third Street
Norco, CA 92860

JUSD: Paula Ford
4850 Pedley Road
Jurupa, CA 92509

All notices, claims, correspondence, reports, invoices, and/or statements shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail.

Signature Authorization

Riverside Community College District
On behalf of Norco College

Jurupa Unified School District

Aaron S. Brown
Vice Chancellor, Business and Financial Services

Paula Ford
Assistant Superintendent

Date

Date

A SUBCONTRACT
Between
RIVERSIDE COMMUNITY COLLEGE DISTRICT
ON BEHALF OF NORCO COLLEGE
(Fiscal Agent)
AND
LAKE ELSINORE UNIFIED SCHOOL DISTRICT
(Subawardee)
Resulting from a Career Pathways Trust Grant Award between
The California Department of Education
And Riverside Community College District (RCCD)

AWARD NUMBER: 6722

This Memorandum of Understanding constitutes the subcontract entered into between Riverside Community College District, on behalf of Norco College (NC) and Lake Elsinore Unified School District, (LEUSD) on August 18, 2015. Up to \$791,912.00 in state funding, unless otherwise determined by the California Department of Education, will be utilized in accordance with the terms and conditions of this subcontract, including the attached budget and all applicable sections of the grant agreement between RCCD/NC. This sum is subject to reduction by RCCD/NC should RCCD/NC experience a reduction in funding from the California Department of Education (CDE). However, any impact on services as a result of any reduction will be discussed, agreed upon and approved by the NC Project Director. If during an audit, any LEUSD expenditures are found to be unallowable, LEUSD agrees to return funding to RCCD/NC in an amount commensurate with the total of the unallowable expenditures.

The term of this agreement shall be July 1, 2015 through June 30, 2019, unless this term is amended by the CDE.

It is hereby understood between the parties:

A. SCOPE OF WORK

1. The general objectives of the work to be performed shall be as described in the grant under the Goals, Objectives, and Activities. (Attached hereto as Exhibit A)
2. LEUSD shall notify NC of any intent to significantly deviate from the described statement of work and provide written justification; such deviation must be approved by NC prior to the change being implemented.
3. LEUSD shall notify NC of changes in key personnel.
4. NC shall notify LEUSD of any changes in key personnel.
5. NC shall notify LEUSD of any changes in this Memorandum of Understanding.

B. AUTHORITY

Where this agreement refers to NC prior approval, it means the written approval of the Project Director of the grant.

C. ALLOWABLE COSTS AND PAYMENTS

1. Cost Ceiling

NC shall reimburse LEUSD for actual direct costs incurred in the performance of the subcontract to a maximum amount of \$791,912.00 and not to exceed 50% in the first year. Carry Forward

- a.) Carry forward of funds from year one fiscal year to year four fiscal year can only be allowed if approved by NC's Project Director and if unspent funds are made available to NC by the California Department of Education. LEUSD shall submit a written request to NC no later than May 1 of every year to carry forward unspent funds. The request shall include a proposed budget equal to the carry forward amount being requested and written justification for wanting to carry forward funds.
- b.) Carry forward of funds shall only be allowed in the first three years of the grant. Grant funds may not carry forward beyond the end date of the fourth grant year. (June 30, 2019).

2. Capital Outlay

- a.) Funding requests for purchases over \$5,000 in Capital Outlay, Category 6000, require NC and CDE prior approval.

3. Time and Effort

- a.) LEUSD shall provide a detailed time sheet for all personnel (monthly) for allowable costs determined by cost categories established by approved budget in the grant.

4. Sources of Local Match

- a.) LEUSD shall provide a detailed statement of actual Sources of Local Match by major category to be included in their quarterly report. LEUSD actual Sources of Local Match to a minimum amount of the following as listed:

Year 1-	\$707,700.00
Year 2-	\$707,700.00
Year 3-	\$756,600.00
Year 4-	<u>\$756,600.00</u>
Total	\$2,928,600.00

5. Basis of Payment

- a.) Subject to the cost ceiling of each year noted above, allowable costs shall be determined by cost categories established by approved budget in the grant, which may be administratively revised by the parties during the performance of this subcontract pursuant to the California Career Pathways Trust re-budgeting authority. Re-budgeting by LEUSD must be approved by NC's Project Director.
- b.) LEUSD's established cost policies, which are in compliance with those required by the California Department of Education for the California Career Pathways Trust Program.
- c.) LEUSD may not charge any indirect against grant-funded expenditures.

6. Payment Procedures

- a) A detailed statement of actual expenditures by major category and an invoice shall be submitted to NC on a monthly or quarterly basis for review and approval.
- b) Two copies of the statement and invoice, signed by the appropriate financial officer of LEUSD, shall be submitted to NC along with a copy of LEUSD's detailed general ledger trial balance, a detailed progress report as specified by the Project Director and a match contribution report covering the very same time period. The materials shall be mailed to:

Maureen Sinclair, Ed.D.
Project Director
Norco College
2001 Third Street
Norco, CA 92860

- c.) The accounting of funds shall indicate current period and cumulative cost totals for the approved budget categories.
- d.) Costs incurred under the subcontract shall be in accordance with the cost principles and procedures contained in OMB Circulars A-21, A-110, and A-133 as in effect during the period of this subcontract.

- e.) Payment of costs questioned by NC may be withheld until LEUSD provides adequate documentation to substantiate the costs as allowable, allocable and reasonable under the terms of the grant and this subcontract.
- f.) Payment to LEUSD from NC will be sent within 30 days of the receipt of all required reports from LEUSD and approval for payment by the Project Director.
- g.) The final Accounting of Funds invoice for each fiscal year must be submitted no later than July 15 of the subsequent year and must be marked "Final" by LEUSD for inclusion in NC's annual performance report to the California Department of Education.

D. RECORDS/AUDITS

- 1. In accordance with the terms and conditions of the grant and state and federal requirements, LEUSD must maintain records regarding the use of grant funds and progress toward grant objectives. LEUSD will maintain appropriate financial records in accordance with generally accepted accounting practices. LEUSD will make available to RCCD/NC upon request, backup financial documentation that clearly describe the nature of each expense, as authorized in the approved budget.
- 2. LEUSD shall preserve and, with advance notification, make available all records related to this subcontract agreement for examination by Riverside Community College District and the California Department of Education and/or their duly authorized representative. LEUSD shall retain these records for five years after the completion of the grant program. The retention period begins on the date the grant ends or the date the last report is submitted, whichever occurs later. Any costs which, upon audit, are found to be unallowable will be reduced from future claims or in the case that none exist, will be refunded to RCCD/NC by LEUSD.

E. EQUIPMENT

- 1. Title to equipment, reimbursed as a direct item of cost under this MOU, shall vest in LEUSD at the end of the grant.
- 2. In order to be in compliance with federal requirements, LEUSD shall maintain an "Equipment Inventory List." Upon request, the list must be readily available for review by NC Project Director, Riverside Community College District internal auditors, and as requested to comply with federal audits conducted by the California Department of Education.
- 3. Disposition of equipment that exceeds its normal life expectancy shall be executed in accordance to federal and state regulations.

F. COMMUNICATION WITH FUNDING AGENCY

LEUSD shall communicate with the grant-funding agency (California Department of Education) through NC. LEUSD has no authority under this subcontract to communicate directly with the funding agency regarding the work funded by this agreement.

G. PROGRESS REPORTS

LEUSD must provide quarterly program reports concerning the progress of the work, or as may be requested by NC. Quarterly progress reports shall be due to the Project Director 30 days after the end of the quarter, for the duration of the four-year grant period. For this agreement, quarter periods are defined as follows:

- 1st Quarter- July, August, September
- 2nd Quarter- October, November, December
- 3rd Quarter- January, February, March
- 4th Quarter- April, May, June

A final statement of cumulative costs incurred, marked "FINAL," must be submitted to Riverside Community College's Project Director NOT LATER THAN fifteen (15) days after subcontract end date. The final statement of costs shall constitute Collaborator's final financial report.

H. SUBCONTRACTING

LEUSD may not subcontract any portion of the work to be performed under this subcontract agreement without prior written approval of NC.

I. ASSIGNMENT

LEUSD shall not assign or transfer any interest in the subcontract or assign any claims for money due or to become due under this subcontract without the prior written approval of NC.

J. MODIFICATION

This subcontract shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. Modification of this subcontract agreement shall be in writing and agreed to by both parties.

K. TERMINATION OF AGREEMENT

Notwithstanding any other provision of this subcontract agreement, RCCD/NC may terminate this subcontract agreement with cause by giving 30 days written notice to LEUSD. Causes for termination include non-performance on the part of LEUSD.

L. GENERAL PROVISIONS

1. ENTIRE AGREEMENT OF THE PARTIES

This subcontract agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by LEUSD for RCCD/NC and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing, signed by the party to be charged.

2. GOVERNING LAW

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

3. INDEPENDENT CONTRACTOR

LEUSD, and its officers, employees, and agents, shall act in an independent capacity during the term of this subcontract agreement and not as officers, employees or agents of RCCD/NC.

4. INTELLECTUAL PROPERTY

All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this subcontract agreement, shall be the property of RCCD/NC.

5. USE OF PROJECT DELIVERABLES

All project deliverables become the property of RCCD/NC upon termination of this Agreement, and as such may be used at will by RCCD/NC at any or all of its sites, for purposes determined by RCCD/NC.

6. INDEMNIFICATION AND HOLD HARMLESS

During the term of this subcontract agreement, the parties shall defend, indemnify and hold the other and its trustees, agents, students and employees, harmless from all claims, actions and judgments, including attorney fees, costs, interest and related expenses for losses, liability, or damages of any kind in any way caused by, related to, or resulting from, the acts or omissions of LEUSD, its officers,

All notices, claims, correspondence, reports, invoices, and/or statements shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail.

Signature Authorization

Riverside Community College District
On behalf of Norco College

Lake Elsinore Unified School District

Aaron S. Brown
Vice Chancellor, Business and Financial Services

George Landon, Ed.D.
Deputy Superintendent

Date

Date

A SUBCONTRACT
Between
RIVERSIDE COMMUNITY COLLEGE DISTRICT
ON BEHALF OF NORCO COLLEGE
(Fiscal Agent)
AND
MORENO VALLEY UNIFIED SCHOOL DISTRICT
(Subawardee)
Resulting from a Career Pathways Trust Grant Award between
The California Department of Education
And Riverside Community College District (RCCD)

AWARD NUMBER: 6722

This Memorandum of Understanding constitutes the subcontract entered into between Riverside Community College District, on behalf of Norco College (NC) and Moreno Valley Unified School District, (MVUSD) on August 18, 2015. Up to \$602,184.00 in state funding, unless otherwise determined by the California Department of Education, will be utilized in accordance with the terms and conditions of this subcontract, including the attached budget and all applicable sections of the grant agreement between RCCD/NC. This sum is subject to reduction by RCCD/NC should RCCD/NC experience a reduction in funding from the California Department of Education (CDE). However, any impact on services as a result of any reduction will be discussed, agreed upon and approved by the NC Project Director. If during an audit, any MVUSD expenditures are found to be unallowable, MVUSD agrees to return funding to RCCD/NC in an amount commensurate with the total of the unallowable expenditures.

The term of this agreement shall be July 1, 2015 through June 30, 2019, unless this term is amended by the CDE.

It is hereby understood between the parties:

A. SCOPE OF WORK

1. The general objectives of the work to be performed shall be as described in the grant under the Goals, Objectives, and Activities. (Attached hereto as Exhibit A)
2. MVUSD shall notify NC of any intent to significantly deviate from the described statement of work and provide written justification; such deviation must be approved by NC prior to the change being implemented.
3. MVUSD shall notify NC of changes in key personnel.
4. NC shall notify MVUSD of any changes in key personnel.
5. NC shall notify MVUSD of any changes in this Memorandum of Understanding.

B. AUTHORITY

Where this agreement refers to NC prior approval, it means the written approval of the Project Director of the grant.

C. ALLOWABLE COSTS AND PAYMENTS

1. Cost Ceiling

NC shall reimburse MVUSD for actual direct costs incurred in the performance of the subcontract to a maximum amount of \$602,184.00 and not to exceed 50% in the first year.

2. Carry Forward

- a.) Carry forward of funds from year one fiscal year to year four fiscal year can only be allowed if approved by NC's Project Director and if unspent funds are made available to NC by the California Department of Education. MVUSD shall submit a written request to NC no later than May 1 of every year to carry forward unspent funds. The request shall include a proposed budget equal to the carry forward amount being requested and written justification for wanting to carry forward funds.
- b.) Carry forward of funds shall only be allowed in the first three years of the grant. Grant funds may not carry forward beyond the end date of the fourth grant year. (June 30, 2019).

3. Capital Outlay

- a.) Funding requests for purchases over \$5,000 in Capital Outlay, Category 6000, require NC and CDE prior approval.

4. Time and Effort

- a.) MVUSD shall provide a detailed time sheet for all personnel (monthly) for allowable costs determined by cost categories established by approved budget in the grant.

5. Sources of Local Match

- a.) MVUSD shall provide a detailed statement of actual Sources of Local Match by major category to be included in their quartley report. MVUSD actual Sources of Local Match to a minimum amount of the following as listed:

Year 1-	\$631,992.00
Year 2-	\$649,221.00
Year 3-	\$863,847.00
Year 4-	<u>\$860,903.00</u>
Total	\$3,005,963.00

6. Basis of Payment

- a.) Subject to the cost ceiling of each year noted above, allowable costs shall be determined by cost categories established by approved budget in the grant, which may be administratively revised by the parties during the performance of this subcontract pursuant to the California Career Pathways Trust re-budgeting authority. Re-budgeting by MVUSD must be approved by NC's Project Director.
- b.) MVUSD's established cost policies, which are in compliance with those required by the California Department of Education for the California Career Pathways Trust Program.
- c.) MVUSD may not charge any indirect against grant-funded expenditures.

7. Payment Procedures

- a) A detailed statement of actual expenditures by major category and an invoice shall be submitted to NC on a monthly or quarterly basis for review and approval.
- b) Two copies of the statement and invoice, signed by the appropriate financial officer of MVUSD, shall be submitted to NC along with a copy of MVUSD's detailed general ledger trial balance, a detailed progress report as specified by the Project Director and a match contribution report covering the very same time period. The materials shall be mailed to:

Maureen Sinclair, Ed.D.
Project Director
Norco College
2001 Third Street
Norco, CA 92860

- c.) The accounting of funds shall indicate current period and cumulative cost totals for the approved budget categories.
- d.) Costs incurred under the subcontract shall be in accordance with the cost principles and procedures contained in OMB Circulars A-21, A-110, and A-133 as in effect during the period of this subcontract.
- e.) Payment of costs questioned by NC may be withheld until MVUSD provides adequate documentation to substantiate the costs as allowable, allocable and reasonable under the terms of the grant and this subcontract.
- f.) Payment to MVUSD from NC will be sent within 30 days of the receipt of all required reports from MVUSD and approval for payment by the Project Director.
- g.) The final Accounting of Funds invoice for each fiscal year must be submitted no later than July 15 of the subsequent year and must be marked "Final" by MVUSD for inclusion in NC's annual performance report to the California Department of Education.

D. RECORDS/AUDITS

- 1. In accordance with the terms and conditions of the grant and state and federal requirements, MVUSD must maintain records regarding the use of grant funds and progress toward grant objectives. MVUSD will maintain appropriate financial records in accordance with generally accepted accounting practices. MVUSD will make available to RCCD/NC upon request, backup financial documentation that clearly describe the nature of each expense, as authorized in the approved budget.
- 2. MVUSD shall preserve and, with advance notification, make available all records related to this subcontract agreement for examination by Riverside Community College District and the California Department of Education and/or their duly authorized representative. MVUSD shall retain these records for five years after the completion of the grant program. The retention period begins on the date the grant ends or the date the last report is submitted, whichever occurs later. Any costs which, upon audit, are found to be unallowable will be reduced from future claims or in the case that none exist, will be refunded to RCCD/NC by MVUSD.

E. EQUIPMENT

- 1. Title to equipment, reimbursed as a direct item of cost under this MOU, shall vest in MVUSD at the end of the grant.
- 2. In order to be in compliance with federal requirements, MVUSD shall maintain an "Equipment Inventory List." Upon request, the list must be readily available for review by NC Project Director, Riverside Community College District internal auditors, and as requested to comply with federal audits conducted by the California Department of Education.
- 3. Disposition of equipment that exceeds its normal life expectancy shall be executed in accordance to federal and state regulations.

F. COMMUNICATION WITH FUNDING AGENCY

MVUSD shall communicate with the grant-funding agency (California Department of Education) through NC. MVUSD has no authority under this subcontract to communicate directly with the funding agency regarding the work funded by this agreement.

G. PROGRESS REPORTS

MVUSD must provide quarterly program reports concerning the progress of the work, or as may be requested by NC. Quarterly progress reports shall be due to the Project Director 30 days after the end of the quarter, for the duration of the four-year grant period. For this agreement, quarter periods are defined as follows:

1 st Quarter-	July, August, September
2 nd Quarter-	October, November, December
3 rd Quarter-	January, February, March
4 th Quarter-	April, May, June

A final statement of cumulative costs incurred, marked "FINAL," must be submitted to Riverside Community College's Project Director NOT LATER THAN fifteen (15) days after subcontract end date. The final statement of costs shall constitute Collaborator's final financial report.

H. SUBCONTRACTING

MVUSD may not subcontract any portion of the work to be performed under this subcontract agreement without prior written approval of NC.

I. ASSIGNMENT

MVUSD shall not assign or transfer any interest in the subcontract or assign any claims for money due or to become due under this subcontract without the prior written approval of NC.

J. MODIFICATION

This subcontract shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. Modification of this subcontract agreement shall be in writing and agreed to by both parties.

K. TERMINATION OF AGREEMENT

Notwithstanding any other provision of this subcontract agreement, RCCD/NC may

terminate this subcontract agreement with cause by giving 30 days written notice to MVUSD. Causes for termination include non-performance on the part of MVUSD.

L. GENERAL PROVISIONS

1. ENTIRE AGREEMENT OF THE PARTIES

This subcontract agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by MVUSD for RCCD/NC and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing, signed by the party to be charged.

2. GOVERNING LAW

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

3. INDEPENDENT CONTRACTOR

MVUSD, and its officers, employees, and agents, shall act in an independent capacity during the term of this subcontract agreement and not as officers, employees or agents of RCCD/NC.

4. INTELLECTUAL PROPERTY

All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this subcontract agreement, shall be the property of RCCD/NC.

5. USE OF PROJECT DELIVERABLES

All project deliverables become the property of RCCD/NC upon termination of this Agreement, and as such may be used at will by RCCD/NC at any or all of its sites, for purposes determined by RCCD/NC.

6. INDEMNIFICATION AND HOLD HARMLESS

During the term of this subcontract agreement, the parties shall defend, indemnify and hold the other and its trustees, agents, students and employees, harmless from all claims, actions and judgments, including attorney fees, costs, interest and

related expenses for losses, liability, or damages of any kind in any way caused by, related to, or resulting from, the acts or omissions of MVUSD, its officers, directors, agents, affiliates and employees, arising out of the performance of this subcontract agreement.

7. NON-DISCRIMINATION

MVUSD 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 or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, 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. MVUSD understands that harassment of any student or employee of MVUSD or RCCD/NC with regard to ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, 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.

8. MVUSD shall provide RCCD/NC with a certificate of insurance, evidencing general liability coverage in the minimum amount of \$1,000,000 per incident and \$2,000,000 in the aggregate. MVUSD is to name the Riverside Community College District as an additional insured on the Certificate of Insurance. In addition, MVUSD shall also provide evidence of workers' compensation coverage to RCCD/NC.

M. NOTICES

All notices, claims, correspondence, invoices, and/or statements authorized or required by this subcontract shall be addressed as follows:

RCCD/Norco College: Maureen Sinclair, Ed.D
Norco College
2001 Third Street
Norco, CA 92860

MVUSD: Mays Kakish
25634 Alessandro Blvd.
Moreno Valley, CA 92553

All notices, claims, correspondence, reports, invoices, and/or statements shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail.

Signature Authorization

Riverside Community College District
On behalf of Norco College

Moreno Valley Unified School District

Aaron S. Brown
Vice Chancellor, Business and Financial Services

Mays Kakish
Chief Business Officer

Date

Date

A SUBCONTRACT
Between
RIVERSIDE COMMUNITY COLLEGE DISTRICT
ON BEHALF OF NORCO COLLEGE
(Fiscal Agent)
AND
MT. SAN JACINTO COLLEGE
(Subawardee)
Resulting from a Career Pathways Trust Grant Award between
The California Department of Education
And Riverside Community College District (RCCD)

AWARD NUMBER: 6722

This Memorandum of Understanding constitutes the subcontract entered into between Riverside Community College District, on behalf of Norco College (NC) and Mt. San Jacinto College, (MSJC) on August 18, 2015. Up to \$208,316.00 in state funding, unless otherwise determined by the California Department of Education, will be utilized in accordance with the terms and conditions of this subcontract, including the attached budget and all applicable sections of the grant agreement between RCCD/NC. This sum is subject to reduction by RCCD/NC should RCCD/NC experience a reduction in funding from the California Department of Education (CDE). However, any impact on services as a result of any reduction will be discussed, agreed upon and approved by the NC Project Director. If during an audit, any MSJC expenditures are found to be unallowable, MSJC agrees to return funding to RCCD/NC in an amount commensurate with the total of the unallowable expenditures.

The term of this agreement shall be July 1, 2015 through June 30, 2019, unless this term is amended by the CDE.

It is hereby understood between the parties:

A. SCOPE OF WORK

1. The general objectives of the work to be performed shall be as described in the grant under the Goals, Objectives, and Activities. (Attached hereto as Exhibit A)
2. MSJC shall notify NC of any intent to significantly deviate from the described statement of work and provide written justification; such deviation must be approved by NC prior to the change being implemented.
3. MSJC shall notify NC of changes in key personnel.
4. NC shall notify MSJC of any changes in key personnel.
5. NC shall notify MSJC of any changes in this Memorandum of Understanding.

B. AUTHORITY

Where this agreement refers to NC prior approval, it means the written approval of the Project Director of the grant.

C. ALLOWABLE COSTS AND PAYMENTS

1. Cost Ceiling

NC shall reimburse MSJC for actual direct costs incurred in the performance of the subcontract to a maximum amount of \$208,316.00 and not to exceed 50% in the first year.

2. Carry Forward

- a.) Carry forward of funds from year one fiscal year to year four fiscal year can only be allowed if approved by NC's Project Director and if unspent funds are made available to NC by the California Department of Education. MSJC shall submit a written request to NC no later than May 1 of every year to carry forward unspent funds. The request shall include a proposed budget equal to the carry forward amount being requested and written justification for wanting to carry forward funds.
- b.) Carry forward of funds shall only be allowed in the first three years of the grant. Grant funds may not carry forward beyond the end date of the fourth grant year. (June 30, 2019).

3. Capital Outlay

- a.) Funding requests for purchases over \$5,000 in Capital Outlay, Category 6000, require NC and CDE prior approval.

4. Time and Effort

- a.) MSJC shall provide a detailed time sheet for all personnel (monthly) for allowable costs determined by cost categories established by approved budget in the grant.
- b.)

5. Sources of Local Match

- a.) MSJC shall provide a detailed statement of actual Sources of Local Match by major category to be included in their quarterly report. MSJC actual Sources of Local Match to a minimum amount of the following as listed:

Year 1-	\$74,616.00
Year 2-	\$76,519.00
Year 3-	\$74,445.00
Year 4-	<u>\$77,050.00</u>
Total	\$302,630.00

6. Basis of Payment

- a.) Subject to the cost ceiling of each year noted above, allowable costs shall be determined by cost categories established by approved budget in the grant, which may be administratively revised by the parties during the performance of this subcontract pursuant to the California Career Pathways Trust re-budgeting authority. Re-budgeting by MSJC must be approved by NC's Project Director.
- b.) MSJC's established cost policies, which are in compliance with those required by the California Department of Education for the California Career Pathways Trust Program.
- c.) MSJC may not charge any indirect against grant-funded expenditures.

7. Payment Procedures

- a) A detailed statement of actual expenditures by major category and an invoice shall be submitted to NC on a monthly or quarterly basis for review and approval.
- b) Two copies of the statement and invoice, signed by the appropriate financial officer of MSJC, shall be submitted to NC along with a copy of MSJC's detailed general ledger trial balance, a detailed progress report as specified by the Project Director and a match contribution report covering the very same time period. The materials shall be mailed to:

Maureen Sinclair, Ed.D.
Project Director
Norco College
2001 Third Street
Norco, CA 92860

- c.) The accounting of funds shall indicate current period and cumulative cost totals for the approved budget categories.
- d.) Costs incurred under the subcontract shall be in accordance with the cost principles and procedures contained in OMB Circulars A-21, A-110, and A-133 as in effect during the period of this subcontract.

- e.) Payment of costs questioned by NC may be withheld until MSJC provides adequate documentation to substantiate the costs as allowable, allocable and reasonable under the terms of the grant and this subcontract.
- f.) Payment to MSJC from NC will be sent within 30 days of the receipt of all required reports from MSJC and approval for payment by the Project Director.
- g.) The final Accounting of Funds invoice for each fiscal year must be submitted no later than July 15 of the subsequent year and must be marked "Final" by MSJC for inclusion in NC's annual performance report to the California Department of Education.

D. RECORDS/AUDITS

- 1. In accordance with the terms and conditions of the grant and state and federal requirements, MSJC must maintain records regarding the use of grant funds and progress toward grant objectives. MSJC will maintain appropriate financial records in accordance with generally accepted accounting practices. MSJC will make available to RCCD/NC upon request, backup financial documentation that clearly describe the nature of each expense, as authorized in the approved budget.
- 2. MSJC shall preserve and, with advance notification, make available all records related to this subcontract agreement for examination by Riverside Community College District and the California Department of Education and/or their duly authorized representative. MSJC shall retain these records for five years after the completion of the grant program. The retention period begins on the date the grant ends or the date the last report is submitted, whichever occurs later. Any costs which, upon audit, are found to be unallowable will be reduced from future claims or in the case that none exist, will be refunded to RCCD/NC by MSJC.

E. EQUIPMENT

- 1. Title to equipment, reimbursed as a direct item of cost under this MOU, shall vest in MSJC at the end of the grant.
- 2. In order to be in compliance with federal requirements, MSJC shall maintain an "Equipment Inventory List." Upon request, the list must be readily available for review by NC Project Director, Riverside Community College District internal auditors, and as requested to comply with federal audits conducted by the California Department of Education.
- 3. Disposition of equipment that exceeds its normal life expectancy shall be executed in accordance to federal and state regulations.

F. COMMUNICATION WITH FUNDING AGENCY

MSJC shall communicate with the grant-funding agency (California Department of Education) through NC. MSJC has no authority under this subcontract to communicate directly with the funding agency regarding the work funded by this agreement.

G. PROGRESS REPORTS

MSJC must provide quarterly program reports concerning the progress of the work, or as may be requested by NC. Quarterly progress reports shall be due to the Project Director 30 days after the end of the quarter, for the duration of the four-year grant period. For this agreement, quarter periods are defined as follows:

1 st Quarter-	July, August, September
2 nd Quarter-	October, November, December
3 rd Quarter-	January, February, March
4 th Quarter-	April, May, June

A final statement of cumulative costs incurred, marked "FINAL," must be submitted to Riverside Community College's Project Director NOT LATER THAN fifteen (15) days after subcontract end date. The final statement of costs shall constitute Collaborator's final financial report.

H. SUBCONTRACTING

MSJC may not subcontract any portion of the work to be performed under this subcontract agreement without prior written approval of NC.

I. ASSIGNMENT

MSJC shall not assign or transfer any interest in the subcontract or assign any claims for money due or to become due under this subcontract without the prior written approval of NC.

J. MODIFICATION

This subcontract shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. Modification of this subcontract agreement shall be in writing and agreed to by both parties.

K. TERMINATION OF AGREEMENT

Notwithstanding any other provision of this subcontract agreement, RCCD/NC may terminate this subcontract agreement with cause by giving 30 days written notice to MSJC. Causes for termination include non-performance on the part of MSJC.

L. GENERAL PROVISIONS

1. ENTIRE AGREEMENT OF THE PARTIES

This subcontract agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by MSJC for RCCD/NC and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing, signed by the party to be charged.

2. GOVERNING LAW

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

3. INDEPENDENT CONTRACTOR

MSJC, and its officers, employees, and agents, shall act in an independent capacity during the term of this subcontract agreement and not as officers, employees or agents of RCCD/NC.

4. INTELLECTUAL PROPERTY

All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this subcontract agreement, shall be the property of RCCD/NC.

5. USE OF PROJECT DELIVERABLES

All project deliverables become the property of RCCD/NC upon termination of this Agreement, and as such may be used at will by RCCD/NC at any or all of its sites, for purposes determined by RCCD/NC.

6. INDEMNIFICATION AND HOLD HARMLESS

During the term of this subcontract agreement, the parties shall defend, indemnify and hold the other and its trustees, agents, students and employees, harmless from all claims, actions and judgments, including attorney fees, costs, interest and related expenses for losses, liability, or damages of any kind in any way caused by, related to, or resulting from, the acts or omissions of MSJC, its officers, directors, agents, affiliates and employees, arising out of the performance of this subcontract agreement.

7. NON-DISCRIMINATION

MSJC 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 or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, 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. MSJC understands that harassment of any student or employee of MSJC or RCCD/NC with regard to ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, 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.

8. MSJC shall provide RCCD/NC with a certificate of insurance, evidencing general liability coverage in the minimum amount of \$1,000,000 per incident and \$2,000,000 in the aggregate. MSJC is to name the Riverside Community College District as an additional insured on the Certificate of Insurance. In addition, MSJC shall also provide evidence of workers' compensation coverage to RCCD/NC.

M. NOTICES

All notices, claims, correspondence, invoices, and/or statements authorized or required by this subcontract shall be addressed as follows:

RCCD/Norco College: Maureen Sinclair, Ed.D
 Norco College
 2001 Third Street
 Norco, CA 92860

MSJC: Mt. San Jacinto College
 1499 N. State Street
 San Jacinto, CA 92583

All notices, claims, correspondence, reports, invoices, and/or statements shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail.

Signature Authorization

Riverside Community College District
On behalf of Norco College

Mt. San Jacinto College

Aaron S. Brown
Vice Chancellor, Business and Financial Services

Joyce Johnson

Date

Date

A SUBCONTRACT
Between
RIVERSIDE COMMUNITY COLLEGE DISTRICT
ON BEHALF OF NORCO COLLEGE
(Fiscal Agent)
AND
MURRIETA VALLEY UNIFIED SCHOOL DISTRICT
(Subawardee)
Resulting from a Career Pathways Trust Grant Award between
The California Department of Education
And Riverside Community College District (RCCD)

AWARD NUMBER: 6722

This Memorandum of Understanding constitutes the subcontract entered into between Riverside Community College District, on behalf of Norco College (NC) and Murrieta Valley Unified School District, (MVUSD) on August 18, 2015. Up to \$687,198.00 in state funding, unless otherwise determined by the California Department of Education, will be utilized in accordance with the terms and conditions of this subcontract, including the attached budget and all applicable sections of the grant agreement between RCCD/NC. This sum is subject to reduction by RCCD/NC should RCCD/NC experience a reduction in funding from the California Department of Education (CDE). However, any impact on services as a result of any reduction will be discussed, agreed upon and approved by the NC Project Director. If during an audit, any MVUSD expenditures are found to be unallowable, MVUSD agrees to return funding to RCCD/NC in an amount commensurate with the total of the unallowable expenditures.

The term of this agreement shall be July 1, 2015 through June 30, 2019, unless this term is amended by the CDE.

It is hereby understood between the parties:

A. SCOPE OF WORK

1. The general objectives of the work to be performed shall be as described in the grant under the Goals, Objectives, and Activities. (Attached hereto as Exhibit A)
2. MVUSD shall notify NC of any intent to significantly deviate from the described statement of work and provide written justification; such deviation must be approved by NC prior to the change being implemented.
3. MVUSD shall notify NC of changes in key personnel.
4. NC shall notify MVUSD of any changes in key personnel.
5. NC shall notify MVUSD of any changes in this Memorandum of Understanding.

B. AUTHORITY

Where this agreement refers to NC prior approval, it means the written approval of the Project Director of the grant.

C. ALLOWABLE COSTS AND PAYMENTS

1. Cost Ceiling

NC shall reimburse MVUSD for actual direct costs incurred in the performance of the subcontract to a maximum amount of \$687,198.00 and not to exceed 50% of the total allocation in the first year.

2. Carry Forward

- a.) Carry forward of funds from year one fiscal to year four fiscal can only be allowed if approved by NC's Project Director and if unspent funds are made available to NC by the California Department of Education. MVUSD shall submit a written request to NC no later than May 1 of the every year to carry forward unspent funds. The request shall include a proposed budget equal to the carry forward amount being requested and written justification for wanting to carry forward funds.
- b.) Carry forward of funds shall only be allowed in the first three years of the grant. Grant funds may not carry forward beyond the end date of the fourth grant year. (June 30, 2019).

3. Capital Outlay

- a.) Funding requests for purchases over \$5,000 in Capital Outlay, Category 6000, require NC and CDE prior approval.

4. Time and Effort

- a.) MVUSD shall provide a detailed time sheet for all personnel (monthly) for allowable costs determined by cost categories established by approved budget in the grant.

5. Sources of Local Match

- a.) MVUSD shall provide a detailed statement of actual Sources of Local Match by major category to be included in their quartley report. MVUSD actual Sources of Local Match to a minimum amount of the following as listed:

Year 1-	\$1,168,102.00
Year 2-	\$754,125.00
Year 3-	\$900,557.00
Year 4-	<u>\$880,574.00</u>
Total	\$3,703,358.00

6. Basis of Payment

- a.) Subject to the cost ceiling of each year noted above, allowable costs shall be determined by cost categories established by approved budget in the grant, which may be administratively revised by the parties during the performance of this subcontract pursuant to the California Career Pathways Trust re-budgeting authority. Re-budgeting by MVUSD must be approved by NC's Project Director.
- b.) MVUSD's established cost policies, which are in compliance with those required by the California Department of Education for the California Career Pathways Trust Program.
- c.) MVUSD may not charge any indirect against grant-funded expenditures.

7. Payment Procedures

- a) A detailed statement of actual expenditures by major category and an invoice shall be submitted to NC on a monthly or quarterly basis for review and approval.
- b) Two copies of the statement and invoice, signed by the appropriate financial officer of MVUSD, shall be submitted to NC along with a copy of MVUSD's detailed general ledger trial balance, a detailed progress report as specified by the Project Director and a match contribution report covering the very same time period. The materials shall be mailed to:

Maureen Sinclair, Ed.D.
Project Director
Norco College
2001 Third Street
Norco, CA 92860

- c.) The accounting of funds shall indicate current period and cumulative cost totals for the approved budget categories.
- d.) Costs incurred under the subcontract shall be in accordance with the cost principles and procedures contained in OMB Circulars A-21, A-110, and A-133 as in effect during the period of this subcontract.

- e.) Payment of costs questioned by NC may be withheld until MVUSD provides adequate documentation to substantiate the costs as allowable, allocable and reasonable under the terms of the grant and this subcontract.
- f.) Payment to MVUSD from NC will be sent within 30 days of the receipt of all required reports from MVUSD and approval for payment by the Project Director.
- g.) The final Accounting of Funds invoice for each fiscal year must be submitted no later than July 15 of the subsequent year and must be marked "Final" by MVUSD for inclusion in NC's annual performance report to the California Department of Education.

D. RECORDS/AUDITS

- 1. In accordance with the terms and conditions of the grant and state and federal requirements, MVUSD must maintain records regarding the use of grant funds and progress toward grant objectives. MVUSD will maintain appropriate financial records in accordance with generally accepted accounting practices. MVUSD will make available to RCCD/NC upon request, backup financial documentation that clearly describe the nature of each expense, as authorized in the approved budget.
- 2. MVUSD shall preserve and, with advance notification, make available all records related to this subcontract agreement for examination by Riverside Community College District and the California Department of Education and/or their duly authorized representative. MVUSD shall retain these records for five years after the completion of the grant program. The retention period begins on the date the grant ends or the date the last report is submitted, whichever occurs later. Any costs which, upon audit, are found to be unallowable will be reduced from future claims or in the case that none exist, will be refunded to RCCD/NC by MVUSD.

E. EQUIPMENT

- 1. Title to equipment, reimbursed as a direct item of cost under this MOU, shall vest in MVUSD at the end of the grant.
- 2. In order to be in compliance with federal requirements, MVUSD shall maintain an "Equipment Inventory List." Upon request, the list must be readily available for review by NC Project Director, Riverside Community College District internal auditors, and as requested to comply with federal audits conducted by the California Department of Education.
- 3. Disposition of equipment that exceeds its normal life expectancy shall be executed in accordance to federal and state regulations.

F. COMMUNICATION WITH FUNDING AGENCY

MVUSD shall communicate with the grant-funding agency (California Department of Education) through NC. MVUSD has no authority under this subcontract to

communicate directly with the funding agency regarding the work funded by this agreement.

G. PROGRESS REPORTS

MVUSD must provide quarterly program reports concerning the progress of the work, or as may be requested by NC. Quarterly progress reports shall be due to the Project Director 30 days after the end of the quarter, for the duration of the four-year grant period. For this agreement, quarter periods are defined as follows:

1st Quarter- July, August, September
2nd Quarter- October, November, December
3rd Quarter- January, February, March
4th Quarter- April, May, June

A final statement of cumulative costs incurred, marked "FINAL," must be submitted to Riverside Community College's Project Director NOT LATER THAN fifteen (15) days after subcontract end date. The final statement of costs shall constitute Collaborator's final financial report.

H. SUBCONTRACTING

MVUSD may not subcontract any portion of the work to be performed under this subcontract agreement without prior written approval of NC.

I. ASSIGNMENT

MVUSD shall not assign or transfer any interest in the subcontract or assign any claims for money due or to become due under this subcontract without the prior written approval of NC.

J. MODIFICATION

This subcontract shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. Modification of this subcontract agreement shall be in writing and agreed to by both parties.

K. TERMINATION OF AGREEMENT

Notwithstanding any other provision of this subcontract agreement, RCCD/NC may terminate this subcontract agreement with cause by giving 30 days written notice to MVUSD. Causes for termination include non-performance on the part of MVUSD.

L. GENERAL PROVISIONS

1. ENTIRE AGREEMENT OF THE PARTIES

This subcontract agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by MVUSD for RCCD/NC and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing, signed by the party to be charged.

2. GOVERNING LAW

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

3. INDEPENDENT CONTRACTOR

MVUSD, and its officers, employees, and agents, shall act in an independent capacity during the term of this subcontract agreement and not as officers, employees or agents of RCCD/NC.

4. INTELLECTUAL PROPERTY

All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this subcontract agreement, shall be the property of RCCD/NC.

5. USE OF PROJECT DELIVERABLES

All project deliverables become the property of RCCD/NC upon termination of this Agreement, and as such may be used at will by RCCD/NC at any or all of its sites, for purposes determined by RCCD/NC.

6. INDEMNIFICATION AND HOLD HARMLESS

During the term of this subcontract agreement, the parties shall defend, indemnify and hold the other and its trustees, agents, students and employees, harmless from all claims, actions and judgments, including attorney fees, costs, interest and

related expenses for losses, liability, or damages of any kind in any way caused by, related to, or resulting from, the acts or omissions of MVUSD, its officers, directors, agents, affiliates and employees, arising out of the performance of this subcontract agreement.

7. NON-DISCRIMINATION

MVUSD 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 or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, 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. MVUSD understands that harassment of any student or employee of MVUSD or RCCD/NC with regard to ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, 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.

8. MVUSD shall provide RCCD/NC with a certificate of insurance, evidencing general liability coverage in the minimum amount of \$1,000,000 per incident and \$2,000,000 in the aggregate. MVUSD is to name the Riverside Community College District as an additional insured on the Certificate of Insurance. In addition, MVUSD shall also provide evidence of workers' compensation coverage to RCCD/NC.

M. NOTICES

All notices, claims, correspondence, invoices, and/or statements authorized or required by this subcontract shall be addressed as follows:

RCCD/Norco College: Maureen Sinclair, Ed.D
Norco College
2001 Third Street
Norco, CA 92860

MVUSD: Stacy Coleman
41870 McAlby Court
Murrieta, CA 92562

All notices, claims, correspondence, reports, invoices, and/or statements shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail.

Signature Authorization

Riverside Community College District
On behalf of Norco College

Murrieta Valley Unified School District

Aaron S. Brown
Vice Chancellor, Business and Financial Services

Stacey Coleman
Assistant Superintendent

Date

Date

A SUBCONTRACT
Between
RIVERSIDE COMMUNITY COLLEGE DISTRICT
ON BEHALF OF NORCO COLLEGE
(Fiscal Agent)
AND
PERRIS UNION HIGH SCHOOL DISTRICT
(Subawardee)
Resulting from a Career Pathways Trust Grant Award between
The California Department of Education
And Riverside Community College District (RCCD)

AWARD NUMBER: 6722

This Memorandum of Understanding constitutes the subcontract entered into between Riverside Community College District, on behalf of Norco College (NC) and Perris Union High School District, (PUHSD) on August 18, 2015. Up to \$325,000.00 in state funding, unless otherwise determined by the California Department of Education, will be utilized in accordance with the terms and conditions of this subcontract, including the attached budget and all applicable sections of the grant agreement between RCCD/NC. This sum is subject to reduction by RCCD/NC should RCCD/NC experience a reduction in funding from the California Department of Education (CDE). However, any impact on services as a result of any reduction will be discussed, agreed upon and approved by the NC Project Director. If during an audit, any PUHSD expenditures are found to be unallowable, PUHSD agrees to return funding to RCCD/NC in an amount commensurate with the total of the unallowable expenditures.

The term of this agreement shall be July 1, 2015 through June 30, 2019, unless this term is amended by the CDE.

It is hereby understood between the parties:

A. SCOPE OF WORK

1. The general objectives of the work to be performed shall be as described in the grant under the Goals, Objectives, and Activities. (Attached hereto as Exhibit A)
2. PUHSD shall notify NC of any intent to significantly deviate from the described statement of work and provide written justification; such deviation must be approved by NC prior to the change being implemented.
3. PUHSD shall notify NC of changes in key personnel.
4. NC shall notify PUHSD of any changes in key personnel.
5. NC shall notify PUHSD of any changes in this Memorandum of Understanding.

B. AUTHORITY

Where this agreement refers to NC prior approval, it means the written approval of the Project Director of the grant.

C. ALLOWABLE COSTS AND PAYMENTS

1. Cost Ceiling

NC shall reimburse PUHSD for actual direct costs incurred in the performance of the subcontract to a maximum amount of \$325,000.00 and not to exceed 50% in the first year.

2. Carry Forward

- a.) Carry forward of funds from year one fiscal year to year four fiscal year can only be allowed if approved by NC's Project Director and if unspent funds are made available to NC by the California Department of Education. PUHSD shall submit a written request to NC no later than May 1 of the every year to carry forward unspent funds. The request shall include a proposed budget equal to the carry forward amount being requested and written justification for wanting to carry forward funds.
- b.) Carry forward of funds shall only be allowed in the first three years of the grant. Grant funds may not carry forward beyond the end date of the fourth grant year. (June 30, 2019).

3. Capital Outlay

- a.) Funding requests for purchases over \$5,000 in Capital Outlay, Category 6000, require NC and CDE prior approval.

4. Time and Effort

- a.) PUHSD shall provide a detailed time sheet for all personnel (monthly) for allowable costs determined by cost categories established by approved budget in the grant.

5. Sources of Local Match

- a.) PUHSD shall provide a detailed statement of actual Sources of Local Match by major category to be included in their quartley report. PUHSD actual Sources of Local Match to a minimum amount of the following as listed:

Year 1-	\$196,139.00
Year 2-	\$196,139.00
Year 3-	\$203,239.00
Year 4-	<u>\$201,139.00</u>
Total	\$796,656.00

6. Basis of Payment

- a.) Subject to the cost ceiling of each year noted above, allowable costs shall be determined by cost categories established by approved budget in the grant, which may be administratively revised by the parties during the performance of this subcontract pursuant to the California Career Pathways Trust re-budgeting authority. Re-budgeting by PUHSD must be approved by NC's Project Director.
- b.) PUHSD's established cost policies, which are in compliance with those required by the California Department of Education for the California Career Pathways Trust Program.
- c.) PUHSD may not charge any indirect against grant-funded expenditures.

7. Payment Procedures

- a) A detailed statement of actual expenditures by major category and an invoice shall be submitted to NC on a monthly or quarterly basis for review and approval.
- b) Two copies of the statement and invoice, signed by the appropriate financial officer of PUHSD, shall be submitted to NC along with a copy of PUHSD's detailed general ledger trial balance, a detailed progress report as specified by the Project Director and a match contribution report covering the very same time period. The materials shall be mailed to:

Maureen Sinclair, Ed.D.
Project Director
Norco College
2001 Third Street
Norco, CA 92860

- c.) The accounting of funds shall indicate current period and cumulative cost totals for the approved budget categories.
- d.) Costs incurred under the subcontract shall be in accordance with the cost principles and procedures contained in OMB Circulars A-21, A-110, and A-133 as in effect during the period of this subcontract.

- e.) Payment of costs questioned by NC may be withheld until PUHSD provides adequate documentation to substantiate the costs as allowable, allocable and reasonable under the terms of the grant and this subcontract.
- f.) Payment to PUHSD from NC will be sent within 30 days of the receipt of all required reports from PUHSD and approval for payment by the Project Director.
- g.) The final Accounting of Funds invoice for each fiscal year must be submitted no later than July 15 of the subsequent year and must be marked "Final" by PUHSD for inclusion in NC's annual performance report to the California Department of Education.

D. RECORDS/AUDITS

- 1. In accordance with the terms and conditions of the grant and state and federal requirements, PUHSD must maintain records regarding the use of grant funds and progress toward grant objectives. PUHSD will maintain appropriate financial records in accordance with generally accepted accounting practices. PUHSD will make available to RCCD/NC upon request, backup financial documentation that clearly describe the nature of each expense, as authorized in the approved budget.
- 2. PUHSD shall preserve and, with advance notification, make available all records related to this subcontract agreement for examination by Riverside Community College District and the California Department of Education and/or their duly authorized representative. PUHSD shall retain these records for five years after the completion of the grant program. The retention period begins on the date the grant ends or the date the last report is submitted, whichever occurs later. Any costs which, upon audit, are found to be unallowable will be reduced from future claims or in the case that none exist, will be refunded to RCCD/NC by PUHSD.

E. EQUIPMENT

- 1. Title to equipment, reimbursed as a direct item of cost under this MOU, shall vest in PUHSD at the end of the grant.
- 2. In order to be in compliance with federal requirements, PUHSD shall maintain an "Equipment Inventory List." Upon request, the list must be readily available for review by NC Project Director, Riverside Community College District internal auditors, and as requested to comply with federal audits conducted by the California Department of Education.
- 3. Disposition of equipment that exceeds its normal life expectancy shall be executed in accordance to federal and state regulations.

F. COMMUNICATION WITH FUNDING AGENCY

PUHSD shall communicate with the grant-funding agency (California Department of Education) through NC. PUHSD has no authority under this subcontract to communicate directly with the funding agency regarding the work funded by this agreement.

G. PROGRESS REPORTS

PUHSD must provide quarterly program reports concerning the progress of the work, or as may be requested by NC. Quarterly progress reports shall be due to the Project Director 30 days after the end of the quarter, for the duration of the four-year grant period. For this agreement, quarter periods are defined as follows:

1 st Quarter-	July, August, September
2 nd Quarter-	October, November, December
3 rd Quarter-	January, February, March
4 th Quarter-	April, May, June

A final statement of cumulative costs incurred, marked "FINAL," must be submitted to Riverside Community College's Project Director NOT LATER THAN fifteen (15) days after subcontract end date. The final statement of costs shall constitute Collaborator's final financial report.

H. SUBCONTRACTING

PUHSD may not subcontract any portion of the work to be performed under this subcontract agreement without prior written approval of NC.

I. ASSIGNMENT

PUHSD shall not assign or transfer any interest in the subcontract or assign any claims for money due or to become due under this subcontract without the prior written approval of NC.

J. MODIFICATION

This subcontract shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. Modification of this subcontract agreement shall be in writing and agreed to by both parties.

K. TERMINATION OF AGREEMENT

Notwithstanding any other provision of this subcontract agreement, RCCD/NC may

terminate this subcontract agreement with cause by giving 30 days written notice to PUHSD. Causes for termination include non-performance on the part of PUHSD.

L. GENERAL PROVISIONS

1. ENTIRE AGREEMENT OF THE PARTIES

This subcontract agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by PUHSD for RCCD/NC and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing, signed by the party to be charged.

2. GOVERNING LAW

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

3. INDEPENDENT CONTRACTOR

PUHSD, and its officers, employees, and agents, shall act in an independent capacity during the term of this subcontract agreement and not as officers, employees or agents of RCCD/NC.

4. INTELLECTUAL PROPERTY

All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this subcontract agreement, shall be the property of RCCD/NC.

5. USE OF PROJECT DELIVERABLES

All project deliverables become the property of RCCD/NC upon termination of this Agreement, and as such may be used at will by RCCD/NC at any or all of its sites, for purposes determined by RCCD/NC.

6. INDEMNIFICATION AND HOLD HARMLESS

During the term of this subcontract agreement, the parties shall defend, indemnify and hold the other and its trustees, agents, students and employees, harmless from all claims, actions and judgments, including attorney fees, costs, interest and related expenses for losses, liability, or damages of any kind in any way caused by, related to, or resulting from, the acts or omissions of PUHSD, its officers, directors, agents, affiliates and employees, arising out of the performance of this subcontract agreement.

7. NON-DISCRIMINATION

PUHSD 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 or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, 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. PUHSD understands that harassment of any student or employee of PUHSD or RCCD/NC with regard to ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, 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.

8. PUHSD shall provide RCCD/NC with a certificate of insurance, evidencing general liability coverage in the minimum amount of \$1,000,000 per incident and \$2,000,000 in the aggregate. PUHSD is to name the Riverside Community College District as an additional insured on the Certificate of Insurance. In addition, PUHSD shall also provide evidence of workers' compensation coverage to RCCD/NC.

M. NOTICES

All notices, claims, correspondence, invoices, and/or statements authorized or required by this subcontract shall be addressed as follows:

RCCD/Norco College: Maureen Sinclair, Ed.D
 Norco College
 2001 Third Street
 Norco, CA 92860

PUHSD: Candace Reines

155 E. 4th Street
Perris, CA 92570

All notices, claims, correspondence, reports, invoices, and/or statements shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail.

Signature Authorization

Riverside Community College District
On behalf of Norco College

Perris Union High School District

Aaron S. Brown
Vice Chancellor, Business and Financial Services

Candace Reins
Assistant Superintendent

Date

Date

A SUBCONTRACT
Between
RIVERSIDE COMMUNITY COLLEGE DISTRICT
ON BEHALF OF NORCO COLLEGE
(Fiscal Agent)
AND
RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD
(Subawardee)
Resulting from a Career Pathways Trust Grant Award between
The California Department of Education
And Riverside Community College District (RCCD)

AWARD NUMBER: 6722

This Memorandum of Understanding constitutes the subcontract entered into between Riverside Community College District, on behalf of Norco College (NC) and RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD on August 18, 2015. Up to \$90,000.00 in state funding, unless otherwise determined by the California Department of Education, will be utilized in accordance with the terms and conditions of this subcontract, including the attached budget and all applicable sections of the grant agreement between RCCD/NC. This sum is subject to reduction by RCCD/NC should RCCD/NC experience a reduction in funding from the California Department of Education (CDE). However, any impact on services as a result of any reduction will be discussed, agreed upon and approved by the NC Project Director. If during an audit, any RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD expenditures are found to be unallowable, RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD agrees to return funding to RCCD/NC in an amount commensurate with the total of the unallowable expenditures.

The term of this agreement shall be July 1, 2015 through June 30, 2019, unless this term is amended by the CDE.

It is hereby understood between the parties:

A. SCOPE OF WORK

1. The general objectives of the work to be performed shall be as described in the grant under the Goals, Objectives, and Activities. (attached hereto as Exhibit "A")
2. RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD shall notify NC of any intent to significantly deviate from the described statement of work and provide written justification; such deviation must be approved by NC prior to the change being implemented.
3. RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD shall notify NC of changes in key personnel.

4. NC shall notify RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD of any changes in key personnel.
5. NC shall notify RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD of any changes in this Memorandum of Understanding.

B. AUTHORITY

Where this agreement refers to NC prior approval, it means the written approval of the Project Director of the grant.

C. ALLOWABLE COSTS AND PAYMENTS

1. Cost Ceiling

NC shall reimburse RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD for actual direct costs incurred in the performance of the subcontract to a maximum amount of \$90,000.00 and not to exceed 50% in the first year:

2. Carry Forward

- a.) Carry forward of funds from year one fiscal year to year four fiscal year can only be allowed if approved by NC's Project Director and if unspent funds are made available to NC by the California Department of Education. RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD shall submit a written request to NC no later than May 1 of each year to carry forward unspent funds. The request shall include a proposed budget equal to the carry forward amount being requested and written justification for wanting to carry forward funds.
- b.) Carry forward of funds shall only be allowed in the three years of the grant. Grant funds may not carry forward beyond the end date of the fourth grant year. (June 30, 2019).

3. Capital Outlay

- a.) Funding requests for purchases over \$5,000 in Capital Outlay, Category 6000, require NC and CDE prior approval.

4. Time and Effort

- a.) RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD shall provide a detailed time sheet for all personnel (monthly) for allowable costs determined by cost categories established by approved budget in the grant.

5. Sources of Local Match

- a.) RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD shall provide a detailed statement of actual Sources of Local Match by major category to be included in their quartley report. RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD actual Sources of Local Match to a minimum amount of the following as listed:

Year 1-	\$98,000.00
Year 2-	\$98,000.00
Year 3-	\$82,000.00
Year 4-	<u>\$82,000.00</u>
Total	\$360,000.00

6. Basis of Payment

- a.) Subject to the cost ceiling of each year noted above, allowable costs shall be determined by cost categories established by approved budget in the grant, which may be administratively revised by the parties during the performance of this subcontract pursuant to the California Career Pathways Trust re-budgeting authority. Re-budgeting by RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD must be approved by NC's Project Director.
- b.) RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD's established cost policies, which are in compliance with those required by the California Department of Education for the California Career Pathways Trust Program.
- c.) RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD may not charge any indirect against grant-funded expenditures.

7. Payment Procedures

- a) A detailed statement of actual expenditures by major category and an invoice shall be submitted to NC on a monthly or quarterly basis for review and approval.
- b) Two copies of the statement and invoice, signed by the appropriate financial officer of RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD, shall be submitted to NC along with a copy of RIVERSIDE COUNTY

EDA WORKFORCE INVESTMENT BOARD's detailed general ledger trial balance, a detailed progress report as specified by the Project Director and a match contribution report covering the very same time period. The materials shall be mailed to:

Maureen Sinclair, Ed.D.
Project Director
Norco College
2001 Third Street
Norco, CA 92860

- c.) The accounting of funds shall indicate current period and cumulative cost totals for the approved budget categories.
- d.) Costs incurred under the subcontract shall be in accordance with the cost principles and procedures contained in OMB Circulars A-21, A-110, and A-133 as in effect during the period of this subcontract.
- e.) Payment of costs questioned by NC may be withheld until RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD provides adequate documentation to substantiate the costs as allowable, allocable and reasonable under the terms of the grant and this subcontract.
- f.) Payment to RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD from NC will be sent within 30 days of the receipt of all required reports from RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD and approval for payment by the Project Director.
- g.) The final Accounting of Funds invoice for each fiscal year must be submitted no later than July 15 of the subsequent year and must be marked "Final" by RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD for inclusion in NC's annual performance report to the California Department of Education.

D. RECORDS/AUDITS

1. In accordance with the terms and conditions of the grant and state and federal requirements, RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD must maintain records regarding the use of grant funds and progress toward grant objectives. RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD will maintain appropriate financial records in accordance with generally accepted accounting practices. RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD will make available to RCCD/NC upon request, backup financial documentation that clearly describe the nature of each expense, as authorized in the approved budget.
2. RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD shall preserve and, with advance notification, make available all records related to this subcontract agreement for examination by Riverside Community College District and the California Department of Education and/or their duly

authorized representative. RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD shall retain these records for five years after the completion of the grant program. The retention period begins on the date the grant ends or the date the last report is submitted, whichever occurs later. Any costs which, upon audit, are found to be unallowable will be reduced from future claims or in the case that none exist, will be refunded to RCCD/NC by RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD.

E. EQUIPMENT

1. Title to equipment, reimbursed as a direct item of cost under this MOU, shall vest in RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD at the end of the grant.
2. In order to be in compliance with federal requirements, RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD shall maintain an "Equipment Inventory List." Upon request, the list must be readily available for review by NC Project Director, Riverside Community College District internal auditors, and as requested to comply with federal audits conducted by the California Department of Education.
3. Disposition of equipment that exceeds its normal life expectancy shall be executed in accordance to federal and state regulations.

F. COMMUNICATION WITH FUNDING AGENCY

RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD shall communicate with the grant-funding agency (California Department of Education) through NC. RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD has no authority under this subcontract to communicate directly with the funding agency regarding the work funded by this agreement.

G. PROGRESS REPORTS

RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD must provide quarterly program reports concerning the progress of the work, or as may be requested by NC. Quarterly progress reports shall be due to the Project Director 30 days after the end of the quarter, for the duration of the four-year grant period. For this agreement, quarter periods are defined as follows:

- | | |
|--------------------------|-----------------------------|
| 1 st Quarter- | July, August, September |
| 2 nd Quarter- | October, November, December |
| 3 rd Quarter- | January, February, March |
| 4 th Quarter- | April, May, June |

A final statement of cumulative costs incurred, marked "FINAL," must be submitted to Riverside Community College's Project Director NOT LATER THAN fifteen (15) days after

subcontract end date. The final statement of costs shall constitute Collaborator's final financial report.

H. SUBCONTRACTING

RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD may not subcontract any portion of the work to be performed under this subcontract agreement without prior written approval of NC.

I. ASSIGNMENT

RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD shall not assign or transfer any interest in the subcontract or assign any claims for money due or to become due under this subcontract without the prior written approval of NC.

J. MODIFICATION

This subcontract shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. Modification of this subcontract agreement shall be in writing and agreed to by both parties.

K. TERMINATION OF AGREEMENT

Notwithstanding any other provision of this subcontract agreement, RCCD/NC may terminate this subcontract agreement with cause by giving 30 days written notice to RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD. Causes for termination include non-performance on the part of RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD.

L. GENERAL PROVISIONS

1. ENTIRE AGREEMENT OF THE PARTIES

This subcontract agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD for RCCD/NC and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing, signed by the party to be charged.

2. GOVERNING LAW

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

3. INDEPENDENT CONTRACTOR

RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD, and its officers, employees, and agents, shall act in an independent capacity during the term of this subcontract agreement and not as officers, employees or agents of RCCD/NC.

4. INTELLECTUAL PROPERTY

All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this subcontract agreement, shall be the property of RCCD/NC.

5. USE OF PROJECT DELIVERABLES

All project deliverables become the property of RCCD/NC upon termination of this Agreement, and as such may be used at will by RCCD/NC at any or all of its sites, for purposes determined by RCCD/NC.

6. INDEMNIFICATION AND HOLD HARMLESS

During the term of this subcontract agreement, the parties shall defend, indemnify and hold the other and its trustees, agents, students and employees, harmless from all claims, actions and judgments, including attorney fees, costs, interest and related expenses for losses, liability, or damages of any kind in any way caused by, related to, or resulting from, the acts or omissions of RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD, its officers, directors, agents, affiliates and employees, arising out of the performance of this subcontract agreement.

7. NON-DISCRIMINATION

RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD 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 or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy,

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. RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD understands that harassment of any student or employee of RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD or RCCD/NC with regard to ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, 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.

8. RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD shall provide RCCD/NC with a certificate of insurance, evidencing general liability coverage in the minimum amount of \$1,000,000 per incident and \$2,000,000 in the aggregate. RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD is to name the Riverside Community College District as an additional insured on the Certificate of Insurance. In addition, RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD shall also provide evidence of workers' compensation coverage to RCCD/NC.

M. NOTICES

All notices, claims, correspondence, invoices, and/or statements authorized or required by this subcontract shall be addressed as follows:

RCCD/Norco College: Maureen Sinclair, Ed.D
 Norco College
 2001 Third Street
 Norco, CA 92860

RIVERSIDE COUNTY EDA WORKFORCE INVESTMENT BOARD:
 T. Kim Pham
 1325 Spruce Street, Suite 110
 Riverside, CA 92507

All notices, claims, correspondence, reports, invoices, and/or statements shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail.

Signature Authorization

Riverside Community College District
On behalf of Norco College

Riverside County EDA Workforce
Investment Board

Aaron S. Brown
Vice Chancellor, Business and Financial Services

T. Kim Pham
Assistant Manager
Community Partnerships

Date

Date

A SUBCONTRACT
Between
RIVERSIDE COMMUNITY COLLEGE DISTRICT
ON BEHALF OF NORCO COLLEGE
(Fiscal Agent)
AND
RIVERSIDE COUNTY OFFICE OF EDUCATION
(Subawardee)
Resulting from a Career Pathways Trust Grant Award between
The California Department of Education
And Riverside Community College District (RCCD)

AWARD NUMBER: 6722

This Memorandum of Understanding constitutes the subcontract entered into between Riverside Community College District, on behalf of Norco College (NC) and Riverside County Office of Education (RCOE) on August 18, 2015. Up to \$200,000.00 in state funding, unless otherwise determined by the California Department of Education, will be utilized in accordance with the terms and conditions of this subcontract, including the attached budget and all applicable sections of the grant agreement between RCCD/NC. This sum is subject to reduction by RCCD/NC should RCCD/NC experience a reduction in funding from the California Department of Education (CDE). However, any impact on services as a result of any reduction will be discussed, agreed upon and approved by the NC Project Director. If during an audit, any RCOE expenditures are found to be unallowable, RCOE agrees to return funding to RCCD/NC in an amount commensurate with the total of the unallowable expenditures.

The term of this agreement shall be July 1, 2015 through June 30, 2019, unless this term is amended by the CDE.

It is hereby understood between the parties:

A. SCOPE OF WORK

1. The general objectives of the work to be performed shall be as described in the grant under the Goals, Objectives, and Activities. (Attached hereto as Exhibit A)
2. RCOE shall notify NC of any intent to significantly deviate from the described statement of work and provide written justification; such deviation must be approved by NC prior to the change being implemented.
3. RCOE shall notify NC of changes in key personnel.
4. NC shall notify RCOE of any changes in key personnel.
5. NC shall notify RCOE of any changes in this Memorandum of Understanding.

B. AUTHORITY

Where this agreement refers to NC prior approval, it means the written approval of the Project Director of the grant.

C. ALLOWABLE COSTS AND PAYMENTS

1. Cost Ceiling

NC shall reimburse RCOE for actual direct costs incurred in the performance of the subcontract to a maximum amount of \$200,000.00 and not to exceed 50% in the first year.

2. Carry Forward

- a.) Carry forward of funds from year one fiscal year to year four fiscal year can only be allowed if approved by NC's Project Director and if unspent funds are made available to NC by the California Department of Education. RCOE shall submit a written request to NC no later than May 1 of every year to carry forward unspent funds. The request shall include a proposed budget equal to the carry forward amount being requested and written justification for wanting to carry forward funds.
- b.) Carry forward of funds shall only be allowed in the first three years of the grant. Grant funds may not carry forward beyond the end date of the fourth grant year. (June 30, 2019).

3. Capital Outlay

- a.) Funding requests for purchases over \$5,000 in Capital Outlay, Category 6000, require NC and CDE prior approval.

4. Time and Effort

- a.) RCOE shall provide a detailed time sheet for all personnel (monthly) for allowable costs determined by cost categories established by approved budget in the grant.

5. Sources of Local Match

- a.) RCOE shall provide a detailed statement of actual Sources of Local Match by major category to be included in their quarterly report. RCOE actual Sources of Local Match to a minimum amount of the following as listed:

Year 1-	\$0.00
Year 2-	\$0.00
Year 3-	\$100,000.00
Year 4-	<u>\$100,000.00</u>
Total	\$200,000.00

6. Basis of Payment

- a.) Subject to the cost ceiling of each year noted above, allowable costs shall be determined by cost categories established by approved budget in the grant, which may be administratively revised by the parties during the performance of this subcontract pursuant to the California Career Pathways Trust re-budgeting authority. Re-budgeting by RCOE must be approved by NC's Project Director.
- b.) RCOE's established cost policies, which are in compliance with those required by the California Department of Education for the California Career Pathways Trust Program.
- c.) RCOE may not charge any indirect against grant-funded expenditures.

7. Payment Procedures

- a) A detailed statement of actual expenditures by major category and an invoice shall be submitted to NC on a monthly or quarterly basis for review and approval.
- b) Two copies of the statement and invoice, signed by the appropriate financial officer of RCOE, shall be submitted to NC along with a copy of RCOE's detailed general ledger trial balance, a detailed progress report as specified by the Project Director and a match contribution report covering the very same time period. The materials shall be mailed to:

Maureen Sinclair, Ed.D.
Project Director
Norco College
2001 Third Street
Norco, CA 92860

- c.) The accounting of funds shall indicate current period and cumulative cost totals for the approved budget categories.
- d.) Costs incurred under the subcontract shall be in accordance with the cost principles and procedures contained in OMB Circulars A-21, A-110, and A-133 as in effect during the period of this subcontract.

- e.) Payment of costs questioned by NC may be withheld until RCOE provides adequate documentation to substantiate the costs as allowable, allocable and reasonable under the terms of the grant and this subcontract.
- f.) Payment to RCOE from NC will be sent within 30 days of the receipt of all required reports from RCOE and approval for payment by the Project Director.
- g.) The final Accounting of Funds invoice for each fiscal year must be submitted no later than July 15 of the subsequent year and must be marked "Final" by RCOE for inclusion in NC's annual performance report to the California Department of Education.

D. RECORDS/AUDITS

- 1. In accordance with the terms and conditions of the grant and state and federal requirements, RCOE must maintain records regarding the use of grant funds and progress toward grant objectives. RCOE will maintain appropriate financial records in accordance with generally accepted accounting practices. RCOE will make available to RCCD/NC upon request, backup financial documentation that clearly describe the nature of each expense, as authorized in the approved budget.
- 2. RCOE shall preserve and, with advance notification, make available all records related to this subcontract agreement for examination by Riverside Community College District and the California Department of Education and/or their duly authorized representative. RCOE shall retain these records for five years after the completion of the grant program. The retention period begins on the date the grant ends or the date the last report is submitted, whichever occurs later. Any costs which, upon audit, are found to be unallowable will be reduced from future claims or in the case that none exist, will be refunded to RCCD/NC by RCOE.

E. EQUIPMENT

- 1. Title to equipment, reimbursed as a direct item of cost under this MOU, shall vest in RCOE at the end of the grant.
- 2. In order to be in compliance with federal requirements, RCOE shall maintain an "Equipment Inventory List." Upon request, the list must be readily available for review by NC Project Director, Riverside Community College District internal auditors, and as requested to comply with federal audits conducted by the California Department of Education.
- 3. Disposition of equipment that exceeds its normal life expectancy shall be executed in accordance to federal and state regulations.

F. COMMUNICATION WITH FUNDING AGENCY

RCOE shall communicate with the grant-funding agency (California Department of Education) through NC. RCOE has no authority under this subcontract to communicate directly with the funding agency regarding the work funded by this agreement.

G. PROGRESS REPORTS

RCOE must provide quarterly program reports concerning the progress of the work, or as may be requested by NC. Quarterly progress reports shall be due to the Project Director 30 days after the end of the quarter, for the duration of the four-year grant period. For this agreement, quarter periods are defined as follows:

1 st Quarter-	July, August, September
2 nd Quarter-	October, November, December
3 rd Quarter-	January, February, March
4 th Quarter-	April, May, June

A final statement of cumulative costs incurred, marked "FINAL," must be submitted to Riverside Community College's Project Director NOT LATER THAN fifteen (15) days after subcontract end date. The final statement of costs shall constitute Collaborator's final financial report.

H. SUBCONTRACTING

RCOE may not subcontract any portion of the work to be performed under this subcontract agreement without prior written approval of NC.

I. ASSIGNMENT

RCOE shall not assign or transfer any interest in the subcontract or assign any claims for money due or to become due under this subcontract without the prior written approval of NC.

J. MODIFICATION

This subcontract shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. Modification of this subcontract agreement shall be in writing and agreed to by both parties.

K. TERMINATION OF AGREEMENT

Notwithstanding any other provision of this subcontract agreement, RCCD/NC may terminate this subcontract agreement with cause by giving 30 days written notice to RCOE. Causes for termination include non-performance on the part of RCOE.

L. GENERAL PROVISIONS

1. ENTIRE AGREEMENT OF THE PARTIES

This subcontract agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by RCOE for RCCD/NC and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing, signed by the party to be charged.

2. GOVERNING LAW

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

3. INDEPENDENT CONTRACTOR

RCOE, and its officers, employees, and agents, shall act in an independent capacity during the term of this subcontract agreement and not as officers, employees or agents of RCCD/NC.

4. INTELLECTUAL PROPERTY

All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this subcontract agreement, shall be the property of RCCD/NC.

5. USE OF PROJECT DELIVERABLES

All project deliverables become the property of RCCD/NC upon termination of this Agreement, and as such may be used at will by RCCD/NC at any or all of its sites, for purposes determined by RCCD/NC.

6. INDEMNIFICATION AND HOLD HARMLESS

During the term of this subcontract agreement, the parties shall defend, indemnify and hold the other and its trustees, agents, students and employees, harmless from all claims, actions and judgments, including attorney fees, costs, interest and related expenses for losses, liability, or damages of any kind in any way caused by, related to, or resulting from, the acts or omissions of RCOE, its officers, directors, agents, affiliates and employees, arising out of the performance of this subcontract agreement.

7. NON-DISCRIMINATION

RCOE 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 or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, 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. RCOE understands that harassment of any student or employee of RCOE or RCCD/NC with regard to ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, 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.

8. RCOE shall provide RCCD/NC with a certificate of insurance, evidencing general liability coverage in the minimum amount of \$1,000,000 per incident and \$2,000,000 in the aggregate. RCOE is to name the Riverside Community College District as an additional insured on the Certificate of Insurance. In addition, RCOE shall also provide evidence of workers' compensation coverage to RCCD/NC.

M. NOTICES

All notices, claims, correspondence, invoices, and/or statements authorized or required by this subcontract shall be addressed as follows:

RCCD/Norco College: Maureen Sinclair, Ed.D
Norco College
2001 Third Street
Norco, CA 92860

RCOE: Ron Vito
Riverside County Office of Education
3939 Thirteenth Street
Riverside, CA 92501

All notices, claims, correspondence, reports, invoices, and/or statements shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail.

Signature Authorization

Riverside Community College District
On behalf of Norco College

Riverside County Office of
Education

Aaron S. Brown
Vice Chancellor, Business and Financial Services

Riverside County Office of
Education

Date

Date

A SUBCONTRACT
Between
RIVERSIDE COMMUNITY COLLEGE DISTRICT
ON BEHALF OF NORCO COLLEGE
(Fiscal Agent)
AND
RIVERSIDE COUNTY OFFICE OF EDUCATION ALTERNATIVE EDUCATION
(Subawardee)
Resulting from a Career Pathways Trust Grant Award between
The California Department of Education
And Riverside Community College District (RCCD)

AWARD NUMBER: 6722

This Memorandum of Understanding constitutes the subcontract entered into between Riverside Community College District, on behalf of Norco College (NC) and Riverside County Office of Education Alternative Education, (RCOE ALT. ED.) on August 18, 2015. Up to \$195,764.00 in state funding, unless otherwise determined by the California Department of Education, will be utilized in accordance with the terms and conditions of this subcontract, including the attached budget and all applicable sections of the grant agreement between RCCD/NC. This sum is subject to reduction by RCCD/NC should RCCD/NC experience a reduction in funding from the California Department of Education (CDE). However, any impact on services as a result of any reduction will be discussed, agreed upon and approved by the NC Project Director. If during an audit, any RCOE ALT. ED. expenditures are found to be unallowable, RCOE ALT. ED. agrees to return funding to RCCD/NC in an amount commensurate with the total of the unallowable expenditures.

The term of this agreement shall be July 1, 2015 through June 30, 2019, unless this term is amended by the CDE.

It is hereby understood between the parties:

A. SCOPE OF WORK

1. The general objectives of the work to be performed shall be as described in the grant under the Goals, Objectives, and Activities. (Attached hereto as Exhibit A)
2. RCOE ALT. ED. shall notify NC of any intent to significantly deviate from the described statement of work and provide written justification; such deviation must be approved by NC prior to the change being implemented.
3. RCOE ALT. ED. shall notify NC of changes in key personnel.
4. NC shall notify RCOE ALT. ED. of any changes in key personnel.
5. NC shall notify RCOE ALT. ED. of any changes in this Memorandum of Understanding.

B. AUTHORITY

Where this agreement refers to NC prior approval, it means the written approval of the Project Director of the grant.

C. ALLOWABLE COSTS AND PAYMENTS

1. Cost Ceiling

NC shall reimburse RCOE ALT. ED. for actual direct costs incurred in the performance of the subcontract to a maximum amount of \$195,764.00 and not to exceed 50% in the first year

2. Carry Forward

- a.) Carry forward of funds from year one fiscal year to year four fiscal year can only be allowed if approved by NC's Project Director and if unspent funds are made available to NC by the California Department of Education. RCOE ALT. ED. shall submit a written request to NC no later than May 1 of the every year to carry forward unspent funds. The request shall include a proposed budget equal to the carry forward amount being requested and written justification for wanting to carry forward funds.
- b.) Carry forward of funds shall only be allowed in the first three years of the grant. Grant funds may not carry forward beyond the end date of the fourth grant year. (June 30, 2019).

3. Capital Outlay

- a.) Funding requests for purchases over \$5,000 in Capital Outlay, Category 6000, require NC and CDE prior approval.

4. Time and Effort

- a.) RCOE ALT. ED. shall provide a detailed time sheet for all personnel (monthly) for allowable costs determined by cost categories established by approved budget in the grant.

5. Sources of Local Match

- a.) RCOE ALT. ED. shall provide a detailed statement of actual Sources of Local Match by major category to be included in their quartley report. RCOE ALT. ED. actual Sources of Local Match to a minimum amount of the following as listed:

Year 1-	\$115,382.00
Year 2-	\$80,382.00
Year 3-	\$98,200.00
Year 4-	<u>\$103,200.00</u>
Total	\$397,164.00

6. Basis of Payment

- a.) Subject to the cost ceiling of each year noted above, allowable costs shall be determined by cost categories established by approved budget in the grant, which may be administratively revised by the parties during the performance of this subcontract pursuant to the California Career Pathways Trust re-budgeting authority. Re-budgeting by RCOE ALT. ED. must be approved by NC's Project Director.
- b.) RCOE ALT. ED.'s established cost policies, which are in compliance with those required by the California Department of Education for the California Career Pathways Trust Program.
- c.) RCOE ALT. ED. may not charge any indirect against grant-funded expenditures.

7. Payment Procedures

- a) A detailed statement of actual expenditures by major category and an invoice shall be submitted to NC on a monthly or quarterly basis for review and approval.
- b) Two copies of the statement and invoice, signed by the appropriate financial officer of RCOE ALT. ED., shall be submitted to NC along with a copy of RCOE ALT. ED.'s detailed general ledger trial balance, a detailed progress report as specified by the Project Director and a match contribution report covering the very same time period. The materials shall be mailed to:

Maureen Sinclair, Ed.D.
Project Director
Norco College
2001 Third Street
Norco, CA 92860

- c.) The accounting of funds shall indicate current period and cumulative cost totals for the approved budget categories.
- d.) Costs incurred under the subcontract shall be in accordance with the cost principles and procedures contained in OMB Circulars A-21, A-110, and A-133 as in effect during the period of this subcontract.
- e.) Payment of costs questioned by NC may be withheld until RCOE ALT. ED. provides adequate documentation to substantiate the costs as allowable, allocable and reasonable under the terms of the grant and this subcontract.
- f.) Payment to RCOE ALT. ED. from NC will be sent within 30 days of the receipt of all required reports from RCOE ALT. ED. and approval for payment by the Project Director.
- g.) The final Accounting of Funds invoice for each fiscal year must be submitted no later than July 15 of the subsequent year and must be marked "Final" by RCOE ALT. ED. for inclusion in NC's annual performance report to the California Department of Education.

D. RECORDS/AUDITS

1. In accordance with the terms and conditions of the grant and state and federal requirements, RCOE ALT. ED. must maintain records regarding the use of grant funds and progress toward grant objectives. RCOE ALT. ED. will maintain appropriate financial records in accordance with generally accepted accounting practices. RCOE ALT. ED. will make available to RCCD/NC upon request, backup financial documentation that clearly describe the nature of each expense, as authorized in the approved budget.
2. RCOE ALT. ED. shall preserve and, with advance notification, make available all records related to this subcontract agreement for examination by Riverside Community College District and the California Department of Education and/or their duly authorized representative. RCOE ALT. ED. shall retain these records for five years after the completion of the grant program. The retention period begins on the date the grant ends or the date the last report is submitted, whichever occurs later. Any costs which, upon audit, are found to be unallowable will be reduced from future claims or in the case that none exist, will be refunded to RCCD/NC by RCOE ALT. ED..

E. EQUIPMENT

1. Title to equipment, reimbursed as a direct item of cost under this MOU, shall vest in RCOE ALT. ED. at the end of the grant.
2. In order to be in compliance with federal requirements, RCOE ALT. ED. shall maintain an "Equipment Inventory List." Upon request, the list must be readily

available for review by NC Project Director, Riverside Community College District internal auditors, and as requested to comply with federal audits conducted by the California Department of Education.

3. Disposition of equipment that exceeds its normal life expectancy shall be executed in accordance to federal and state regulations.

F. COMMUNICATION WITH FUNDING AGENCY

RCOE ALT. ED. shall communicate with the grant-funding agency (California Department of Education) through NC. RCOE ALT. ED. has no authority under this subcontract to communicate directly with the funding agency regarding the work funded by this agreement.

G. PROGRESS REPORTS

RCOE ALT. ED. must provide quarterly program reports concerning the progress of the work, or as may be requested by NC. Quarterly progress reports shall be due to the Project Director 30 days after the end of the quarter, for the duration of the four-year grant period. For this agreement, quarter periods are defined as follows:

- 1st Quarter- July, August, September
- 2nd Quarter- October, November, December
- 3rd Quarter- January, February, March
- 4th Quarter- April, May, June

A final statement of cumulative costs incurred, marked "FINAL," must be submitted to Riverside Community College's Project Director NOT LATER THAN fifteen (15) days after subcontract end date. The final statement of costs shall constitute Collaborator's final financial report.

H. SUBCONTRACTING

RCOE ALT. ED. may not subcontract any portion of the work to be performed under this subcontract agreement without prior written approval of NC.

I. ASSIGNMENT

RCOE ALT. ED. shall not assign or transfer any interest in the subcontract or assign any claims for money due or to become due under this subcontract without the prior written approval of NC.

J. MODIFICATION

This subcontract shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. Modification of this subcontract agreement shall be in writing and agreed to by both parties.

K. TERMINATION OF AGREEMENT

Notwithstanding any other provision of this subcontract agreement, RCCD/NC may terminate this subcontract agreement with cause by giving 30 days written notice to RCOE ALT. ED.. Causes for termination include non-performance on the part of RCOE ALT. ED..

L. GENERAL PROVISIONS

1. ENTIRE AGREEMENT OF THE PARTIES

This subcontract agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by RCOE ALT. ED. for RCCD/NC and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing, signed by the party to be charged.

2. GOVERNING LAW

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

3. INDEPENDENT CONTRACTOR

RCOE ALT. ED., and its officers, employees, and agents, shall act in an independent capacity during the term of this subcontract agreement and not as officers, employees or agents of RCCD/NC.

4. INTELLECTUAL PROPERTY

All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this subcontract agreement, shall be the property of RCCD/NC.

5. USE OF PROJECT DELIVERABLES

All project deliverables become the property of RCCD/NC upon termination of this Agreement, and as such may be used at will by RCCD/NC at any or all of its sites, for purposes determined by RCCD/NC.

6. INDEMNIFICATION AND HOLD HARMLESS

During the term of this subcontract agreement, the parties shall defend, indemnify and hold the other and its trustees, agents, students and employees, harmless from all claims, actions and judgments, including attorney fees, costs, interest and related expenses for losses, liability, or damages of any kind in any way caused by, related to, or resulting from, the acts or omissions of RCOE ALT. ED., its officers, directors, agents, affiliates and employees, arising out of the performance of this subcontract agreement.

7. NON-DISCRIMINATION

RCOE ALT. ED. 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 or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, 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. RCOE ALT. ED. understands that harassment of any student or employee of RCOE ALT. ED. or RCCD/NC with regard to ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, 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.

8. ROCE ALT. ED. shall provide RCCD/NC with a certificate of insurance, evidencing general liability coverage in the minimum amount of \$1,000,000 per incident and \$2,000,000 in the aggregate. ROCE ALT. ED. is to name the Riverside Community College District as an additional insured on the Certificate of Insurance. In addition, ROCE ALT. ED. shall also provide evidence of workers' compensation coverage to RCCD/NC.

M. NOTICES

All notices, claims, correspondence, invoices, and/or statements authorized or required by this subcontract shall be addressed as follows:

RCCD/Norco College: Maureen Sinclair, Ed.D
Norco College
2001 Third Street
Norco, CA 92860

RCOE ALT. ED.: Charles Fischer, Ed.D.
3939 Thirteenth Street
Riverside, CA 92501

All notices, claims, correspondence, reports, invoices, and/or statements shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail.

Signature Authorization

Riverside Community College District
On behalf of Norco College

Riverside County Office of Education
Alternative Education

Aaron S. Brown
Vice Chancellor, Business and Financial Services

Teresa Hyden
Chief Business Official

Date

Date

A SUBCONTRACT
Between
RIVERSIDE COMMUNITY COLLEGE DISTRICT
ON BEHALF OF NORCO COLLEGE
(Fiscal Agent)
AND
RIVERSIDE UNIFIED SCHOOL DISTRICT
(Subawardee)
Resulting from a Career Pathways Trust Grant Award between
The California Department of Education
And Riverside Community College District (RCCD)

AWARD NUMBER: 6722

This Memorandum of Understanding constitutes the subcontract entered into between Riverside Community College District, on behalf of Norco College (NC) and Riverside Unified School District, (RUSD) on August 18, 2015. Up to \$1,821,208.00 in state funding, unless otherwise determined by the California Department of Education, will be utilized in accordance with the terms and conditions of this subcontract, including the attached budget and all applicable sections of the grant agreement between RCCD/NC. This sum is subject to reduction by RCCD/NC should RCCD/NC experience a reduction in funding from the California Department of Education (CDE). However, any impact on services as a result of any reduction will be discussed, agreed upon and approved by the NC Project Director. If during an audit, any RUSD expenditures are found to be unallowable, RUSD agrees to return funding to RCCD/NC in an amount commensurate with the total of the unallowable expenditures.

The term of this agreement shall be July 1, 2015 through June 30, 2019, unless this term is amended by the CDE.

It is hereby understood between the parties:

A. SCOPE OF WORK

1. The general objectives of the work to be performed shall be as described in the grant under the Goals, Objectives, and Activities. (attached hereto as Exhibit "A")
2. RUSD shall notify NC of any intent to significantly deviate from the described statement of work and provide written justification; such deviation must be approved by NC prior to the change being implemented.
3. RUSD shall notify NC of changes in key personnel.
4. NC shall notify RUSD of any changes in key personnel.
5. NC shall notify RUSD of any changes in this Memorandum of Understanding.

B. AUTHORITY

Where this agreement refers to NC prior approval, it means the written approval of the Project Director of the grant.

C. ALLOWABLE COSTS AND PAYMENTS

1. Cost Ceiling

NC shall reimburse RUSD for actual direct costs incurred in the performance of the subcontract to a maximum amount of 1,821,208.00 and not to exceed 50% in the first year.

2. Carry Forward

- a.) Carry forward of funds from year one fiscal year to year four fiscal year can only be allowed if approved by NC's Project Director and if unspent funds are made available to NC by the California Department of Education. RUSD shall submit a written request to NC no later than May 1 of the every year to carry forward unspent funds. The request shall include a proposed budget equal to the carry forward amount being requested and written justification for wanting to carry forward funds.
- b.) Carry forward of funds shall only be allowed in the first three years of the grant. Grant funds may not carry forward beyond the end date of the fourth grant year. (June 30, 2019).

3. Capital Outlay

- a.) Funding requests for purchases over \$5,000 in Capital Outlay, Category 6000, require NC and CDE prior approval.

4. Time and Effort

- a.) RUSD shall provide a detailed time sheet for all personnel (monthly) for allowable costs determined by cost categories established by approved budget in the grant.

5. Sources of Local Match

- a.) RUSD shall provide a detailed statement of actual Sources of Local Match by major category to be included in their quartley report. RUSD actual Sources of Local Match to a minimum amount of the following as listed:

Year 1-	\$1,143,340.00
Year 2-	\$1,226,774.00
Year 3-	\$1,635,265.00
<u>Year 4-</u>	<u>\$1,712,237.00</u>
Total	\$5,717,616 .00

6. Basis of Payment

- a.) Subject to the cost ceiling of each year noted above, allowable costs shall be determined by cost categories established by approved budget in the grant, which may be administratively revised by the parties during the performance of this subcontract pursuant to the California Career Pathways Trust re-budgeting authority. Re-budgeting by RUSD must be approved by NC's Project Director.
- b.) RUSD's established cost policies, which are in compliance with those required by the California Department of Education for the California Career Pathways Trust Program.
- c.) RUSD may not charge any indirect against grant-funded expenditures.

7. Payment Procedures

- a) A detailed statement of actual expenditures by major category and an invoice shall be submitted to NC on a monthly or quarterly basis for review and approval.
- b) Two copies of the statement and invoice, signed by the appropriate financial officer of RUSD, shall be submitted to NC along with a copy of RUSD's detailed general ledger trial balance, a detailed progress report as specified by the Project Director and a match contribution report covering the very same time period. The materials shall be mailed to:

Maureen Sinclair, Ed.D.
Project Director
Norco College
2001 Third Street

Norco, CA 92860

- c.) The accounting of funds shall indicate current period and cumulative cost totals for the approved budget categories.
- d.) Costs incurred under the subcontract shall be in accordance with the cost principles and procedures contained in OMB Circulars A-21, A-110, and A-133 as in effect during the period of this subcontract.
- e.) Payment of costs questioned by NC may be withheld until RUSD provides adequate documentation to substantiate the costs as allowable, allocable and reasonable under the terms of the grant and this subcontract.
- f.) Payment to RUSD from NC will be sent within 30 days of the receipt of all required reports from RUSD and approval for payment by the Project Director.
- g.) The final Accounting of Funds invoice for each fiscal year must be submitted no later than July 15 of the subsequent year and must be marked "Final" by RUSD for inclusion in NC's annual performance report to the California Department of Education.

D. RECORDS/AUDITS

- 1. In accordance with the terms and conditions of the grant and state and federal requirements, RUSD must maintain records regarding the use of grant funds and progress toward grant objectives. RUSD will maintain appropriate financial records in accordance with generally accepted accounting practices. RUSD will make available to RCCD/NC upon request, backup financial documentation that clearly describe the nature of each expense, as authorized in the approved budget.
- 2. RUSD shall preserve and, with advance notification, make available all records related to this subcontract agreement for examination by Riverside Community College District and the California Department of Education and/or their duly authorized representative. RUSD shall retain these records for five years after the completion of the grant program. The retention period begins on the date the grant ends or the date the last report is submitted, whichever occurs later. Any costs which, upon audit, are found to be unallowable will be reduced from future claims or in the case that none exist, will be refunded to RCCD/NC by RUSD.

E. EQUIPMENT

- 1. Title to equipment, reimbursed as a direct item of cost under this MOU, shall vest in RUSD at the end of the grant.
- 2. In order to be in compliance with federal requirements, RUSD shall maintain an "Equipment Inventory List." Upon request, the list must be readily available for review by NC Project Director, Riverside Community College District internal

auditors, and as requested to comply with federal audits conducted by the California Department of Education.

3. Disposition of equipment that exceeds its normal life expectancy shall be executed in accordance to federal and state regulations.

F. COMMUNICATION WITH FUNDING AGENCY

RUSD shall communicate with the grant-funding agency (California Department of Education) through NC. RUSD has no authority under this subcontract to communicate directly with the funding agency regarding the work funded by this agreement.

G. PROGRESS REPORTS

RUSD must provide quarterly program reports concerning the progress of the work, or as may be requested by NC. Quarterly progress reports shall be due to the Project Director 30 days after the end of the quarter, for the duration of the four-year grant period. For this agreement, quarter periods are defined as follows:

- 1st Quarter- July, August, September
- 2nd Quarter- October, November, December
- 3rd Quarter- January, February, March
- 4th Quarter- April, May, June

A final statement of cumulative costs incurred, marked "FINAL," must be submitted to Riverside Community College's Project Director NOT LATER THAN fifteen (15) days after subcontract end date. The final statement of costs shall constitute Collaborator's final financial report.

H. SUBCONTRACTING

RUSD may not subcontract any portion of the work to be performed under this subcontract agreement without prior written approval of NC.

I. ASSIGNMENT

RUSD shall not assign or transfer any interest in the subcontract or assign any claims for money due or to become due under this subcontract without the prior written approval of NC.

J. MODIFICATION

This subcontract shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. Modification of this subcontract agreement shall be in writing and agreed to by both parties.

K. TERMINATION OF AGREEMENT

Notwithstanding any other provision of this subcontract agreement, RCCD/NC may terminate this subcontract agreement with cause by giving 30 days written notice to RUSD. Causes for termination include non-performance on the part of RUSD.

L. GENERAL PROVISIONS

1. ENTIRE AGREEMENT OF THE PARTIES

This subcontract agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by RUSD for RCCD/NC and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing, signed by the party to be charged.

2. GOVERNING LAW

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

3. INDEPENDENT CONTRACTOR

RUSD, and its officers, employees, and agents, shall act in an independent capacity during the term of this subcontract agreement and not as officers, employees or agents of RCCD/NC.

4. INTELLECTUAL PROPERTY

All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this subcontract agreement, shall be the property of RCCD/NC.

5. USE OF PROJECT DELIVERABLES

All project deliverables become the property of RCCD/NC upon termination of this Agreement, and as such may be used at will by RCCD/NC at any or all of its sites, for purposes determined by RCCD/NC.

RUSD:

Michael Fine
3380 14th Street
Riverside, CA 92501

All notices, claims, correspondence, reports, invoices, and/or statements shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail.

Signature Authorization

Riverside Community College District
On behalf of Norco College

Riverside Unified School District

Aaron S. Brown
Vice Chancellor, Business and Financial Services

Michael Fine
Deputy Superintendent

Date

Date

A SUBCONTRACT
Between
RIVERSIDE COMMUNITY COLLEGE DISTRICT
ON BEHALF OF NORCO COLLEGE
(Fiscal Agent)
AND
SAN JACINTO UNIFIED SCHOOL DISTRICT
(Subawardee)
Resulting from a Career Pathways Trust Grant Award between
The California Department of Education
And Riverside Community College District (RCCD)

AWARD NUMBER: 6722

This Memorandum of Understanding constitutes the subcontract entered into between Riverside Community College District, on behalf of Norco College (NC) and San Jacinto Unified School District, (SJUSD) on August 18, 2015. Up to \$209,200.00 in state funding, unless otherwise determined by the California Department of Education, will be utilized in accordance with the terms and conditions of this subcontract, including the attached budget and all applicable sections of the grant agreement between RCCD/NC. This sum is subject to reduction by RCCD/NC should RCCD/NC experience a reduction in funding from the California Department of Education (CDE). However, any impact on services as a result of any reduction will be discussed, agreed upon and approved by the NC Project Director. If during an audit, any SJUSD expenditures are found to be unallowable, SJUSD agrees to return funding to RCCD/NC in an amount commensurate with the total of the unallowable expenditures.

The term of this agreement shall be July 1, 2015 through June 30, 2019, unless this term is amended by the CDE.

It is hereby understood between the parties:

A. SCOPE OF WORK

1. The general objectives of the work to be performed shall be as described in the grant under the Goals, Objectives, and Activities. (Attached hereto as Exhibit A)
2. SJUSD shall notify NC of any intent to significantly deviate from the described statement of work and provide written justification; such deviation must be approved by NC prior to the change being implemented.
3. SJUSD shall notify NC of changes in key personnel.
4. NC shall notify SJUSD of any changes in key personnel.
5. NC shall notify SJUSD of any changes in this Memorandum of Understanding.

B. AUTHORITY

Where this agreement refers to NC prior approval, it means the written approval of the Project Director of the grant.

C. ALLOWABLE COSTS AND PAYMENTS

1. Cost Ceiling

NC shall reimburse SJUSD for actual direct costs incurred in the performance of the subcontract to a maximum amount of \$209,200.00 and not to exceed 50% in the first year.

2. Carry Forward

- a.) Carry forward of funds from year one fiscal year to year four fiscal year can only be allowed if approved by NC's Project Director and if unspent funds are made available to NC by the California Department of Education. SJUSD shall submit a written request to NC no later than May 1 of the every year to carry forward unspent funds. The request shall include a proposed budget equal to the carry forward amount being requested and written justification for wanting to carry forward funds.
- b.) Carry forward of funds shall only be allowed in the first three years of the grant. Grant funds may not carry forward beyond the end date of the fourth grant year. (June 30, 2019).

3. Capital Outlay

- a.) Funding requests for purchases over \$5,000 in Capital Outlay, Category 6000, require NC and CDE prior approval.

4. Time and Effort

- a.) SJUSD shall provide a detailed time sheet for all personnel (monthly) for allowable costs determined by cost categories established by approved budget in the grant.

5. Sources of Local Match

- a.) SJUSD shall provide a detailed statement of actual Sources of Local Match by major category to be included in their quartley report. SJUSD actual Sources of Local Match to a minimum amount of the following as listed:

Year 1-	\$55,000.00
Year 2-	\$50,000.00
Year 3-	\$133,000.00
Year 4-	<u>\$139,000.00</u>
Total	\$377,000.00

6. Basis of Payment

- a.) Subject to the cost ceiling of each year noted above, allowable costs shall be determined by cost categories established by approved budget in the grant, which may be administratively revised by the parties during the performance of this subcontract pursuant to the California Career Pathways Trust re-budgeting authority. Re-budgeting by SJUSD must be approved by NC's Project Director.
- b.) SJUSD's established cost policies, which are in compliance with those required by the California Department of Education for the California Career Pathways Trust Program.
- c.) SJUSD may not charge any indirect against grant-funded expenditures.

7. Payment Procedures

- a) A detailed statement of actual expenditures by major category and an invoice shall be submitted to NC on a monthly or quarterly basis for review and approval.
- b) Two copies of the statement and invoice, signed by the appropriate financial officer of SJUSD, shall be submitted to NC along with a copy of SJUSD's detailed general ledger trial balance, a detailed progress report as specified by the Project Director and a match contribution report covering the very same time period. The materials shall be mailed to:

Maureen Sinclair, Ed.D.
Project Director
Norco College
2001 Third Street
Norco, CA 92860

- c.) The accounting of funds shall indicate current period and cumulative cost totals for the approved budget categories.
- d.) Costs incurred under the subcontract shall be in accordance with the cost principles and procedures contained in OMB Circulars A-21, A-110, and A-133 as in effect during the period of this subcontract.

- e.) Payment of costs questioned by NC may be withheld until SJUSD provides adequate documentation to substantiate the costs as allowable, allocable and reasonable under the terms of the grant and this subcontract.
- f.) Payment to SJUSD from NC will be sent within 30 days of the receipt of all required reports from SJUSD and approval for payment by the Project Director.
- g.) The final Accounting of Funds invoice for each fiscal year must be submitted no later than July 15 of the subsequent year and must be marked "Final" by SJUSD for inclusion in NC's annual performance report to the California Department of Education.

D. RECORDS/AUDITS

- 1. In accordance with the terms and conditions of the grant and state and federal requirements, SJUSD must maintain records regarding the use of grant funds and progress toward grant objectives. SJUSD will maintain appropriate financial records in accordance with generally accepted accounting practices. SJUSD will make available to RCCD/NC upon request, backup financial documentation that clearly describe the nature of each expense, as authorized in the approved budget.
- 2. SJUSD shall preserve and, with advance notification, make available all records related to this subcontract agreement for examination by Riverside Community College District and the California Department of Education and/or their duly authorized representative. SJUSD shall retain these records for five years after the completion of the grant program. The retention period begins on the date the grant ends or the date the last report is submitted, whichever occurs later. Any costs which, upon audit, are found to be unallowable will be reduced from future claims or in the case that none exist, will be refunded to RCCD/NC by SJUSD.

E. EQUIPMENT

- 1. Title to equipment, reimbursed as a direct item of cost under this MOU, shall vest in SJUSD at the end of the grant.
- 2. In order to be in compliance with federal requirements, SJUSD shall maintain an "Equipment Inventory List." Upon request, the list must be readily available for review by NC Project Director, Riverside Community College District internal auditors, and as requested to comply with federal audits conducted by the California Department of Education.
- 3. Disposition of equipment that exceeds its normal life expectancy shall be executed in accordance to federal and state regulations.

F. COMMUNICATION WITH FUNDING AGENCY

SJUSD shall communicate with the grant-funding agency (California Department of Education) through NC. SJUSD has no authority under this subcontract to communicate directly with the funding agency regarding the work funded by this agreement.

G. PROGRESS REPORTS

SJUSD must provide quarterly program reports concerning the progress of the work, or as may be requested by NC. Quarterly progress reports shall be due to the Project Director 30 days after the end of the quarter, for the duration of the four-year grant period. For this agreement, quarter periods are defined as follows:

- 1st Quarter- July, August, September
- 2nd Quarter- October, November, December
- 3rd Quarter- January, February, March
- 4th Quarter- April, May, June

A final statement of cumulative costs incurred, marked "FINAL," must be submitted to Riverside Community College's Project Director NOT LATER THAN fifteen (15) days after subcontract end date. The final statement of costs shall constitute Collaborator's final financial report.

H. SUBCONTRACTING

SJUSD may not subcontract any portion of the work to be performed under this subcontract agreement without prior written approval of NC.

I. ASSIGNMENT

SJUSD shall not assign or transfer any interest in the subcontract or assign any claims for money due or to become due under this subcontract without the prior written approval of NC.

J. MODIFICATION

This subcontract shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. Modification of this subcontract agreement shall be in writing and agreed to by both parties.

K. TERMINATION OF AGREEMENT

Notwithstanding any other provision of this subcontract agreement, RCCD/NC may terminate this subcontract agreement with cause by giving 30 days written notice to SJUSD. Causes for termination include non-performance on the part of SJUSD.

L. GENERAL PROVISIONS

1. ENTIRE AGREEMENT OF THE PARTIES

This subcontract agreement supersedes any and all agreements, either oral or

written, between the parties hereto with respect to the rendering of services by SJUSD for RCCD/NC and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing, signed by the party to be charged.

2. GOVERNING LAW

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

3. INDEPENDENT CONTRACTOR

SJUSD, and its officers, employees, and agents, shall act in an independent capacity during the term of this subcontract agreement and not as officers, employees or agents of RCCD/NC.

4. INTELLECTUAL PROPERTY

All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this subcontract agreement, shall be the property of RCCD/NC.

5. USE OF PROJECT DELIVERABLES

All project deliverables become the property of RCCD/NC upon termination of this Agreement, and as such may be used at will by RCCD/NC at any or all of its sites, for purposes determined by RCCD/NC.

6. INDEMNIFICATION AND HOLD HARMLESS

During the term of this subcontract agreement, the parties shall defend, indemnify and hold the other and its trustees, agents, students and employees, harmless from all claims, actions and judgments, including attorney fees, costs, interest and related expenses for losses, liability, or damages of any kind in any way caused by, related to, or resulting from, the acts or omissions of SJUSD, its officers, directors, agents, affiliates and employees, arising out of the performance of this subcontract agreement.

7. NON-DISCRIMINATION

SJUSD 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 or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, 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. SJUSD understands that harassment of any student or employee of SJUSD or RCCD/NC with regard to ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, 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.

8. SJUSD shall provide RCCD/NC with a certificate of insurance, evidencing general liability coverage in the minimum amount of \$1,000,000 per incident and \$2,000,000 in the aggregate. SJUSD is to name the Riverside Community College District as an additional insured on the Certificate of Insurance. In addition, SJUSD shall also provide evidence of workers' compensation coverage to RCCD/NC.

M. NOTICES

All notices, claims, correspondence, invoices, and/or statements authorized or required by this subcontract shall be addressed as follows:

RCCD/Norco College: Maureen Sinclair, Ed.D
 Norco College
 2001 Third Street
 Norco, CA 92860

SJUSD: Sherry Smith
 2045 S. San Jacinto Ave.
 San Jacinto, CA 92583

All notices, claims, correspondence, reports, invoices, and/or statements shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail.

Signature Authorization

Riverside Community College District
On behalf of Norco College

San Jacinto Unified School District

Aaron S. Brown
Vice Chancellor, Business and Financial Services

Sherry Smith
Assistant Superintendent

Date

Date

A SUBCONTRACT
Between
RIVERSIDE COMMUNITY COLLEGE DISTRICT
ON BEHALF OF NORCO COLLEGE
(Fiscal Agent)
AND
VAL VERDE UNIFIED SCHOOL DISTRICT
(Subawardee)
Resulting from a Career Pathways Trust Grant Award between
The California Department of Education
And Riverside Community College District (RCCD)

AWARD NUMBER: 6722

This Memorandum of Understanding constitutes the subcontract entered into between Riverside Community College District, on behalf of Norco College (NC) and Val Verde Unified School District, (VVUSD) on August 18, 2015. Up to \$636,000.00 in state funding, unless otherwise determined by the California Department of Education, will be utilized in accordance with the terms and conditions of this subcontract, including the attached budget and all applicable sections of the grant agreement between RCCD/NC. This sum is subject to reduction by RCCD/NC should RCCD/NC experience a reduction in funding from the California Department of Education (CDE). However, any impact on services as a result of any reduction will be discussed, agreed upon and approved by the NC Project Director. If during an audit, any VVUSD expenditures are found to be unallowable, VVUSD agrees to return funding to RCCD/NC in an amount commensurate with the total of the unallowable expenditures.

The term of this agreement shall be July 1, 2015 through June 30, 2019, unless this term is amended by the CDE.

It is hereby understood between the parties:

A. SCOPE OF WORK

1. The general objectives of the work to be performed shall be as described in the grant under the Goals, Objectives, and Activities. (Attached hereto as Exhibit A)
2. VVUSD shall notify NC of any intent to significantly deviate from the described statement of work and provide written justification; such deviation must be approved by NC prior to the change being implemented.
3. VVUSD shall notify NC of changes in key personnel.
4. NC shall notify VVUSD of any changes in key personnel.
5. NC shall notify VVUSD of any changes in this Memorandum of Understanding.

B. AUTHORITY

Where this agreement refers to NC prior approval, it means the written approval of the Project Director of the grant.

C. ALLOWABLE COSTS AND PAYMENTS

1. Cost Ceiling

NC shall reimburse VVUSD for actual direct costs incurred in the performance of the subcontract to a maximum amount of \$636,000.00 and not to exceed 50% in the first year.

2. Carry Forward

- a.) Carry forward of funds from year one fiscal year to year four fiscal year can only be allowed if approved by NC's Project Director and if unspent funds are made available to NC by the California Department of Education. VVUSD shall submit a written request to NC no later than May 1 of the every year to carry forward unspent funds. The request shall include a proposed budget equal to the carry forward amount being requested and written justification for wanting to carry forward funds.
- b.) Carry forward of funds shall only be allowed in the first three years of the grant. Grant funds may not carry forward beyond the end date of the fourth grant year. (June 30, 2019).

3. Capital Outlay

- a.) Funding requests for purchases over \$5,000 in Capital Outlay, Category 6000, require NC and CDE prior approval.

4. Time and Effort

- a.) VVUSD shall provide a detailed time sheet for all personnel (monthly) for allowable costs determined by cost categories established by approved budget in the grant.

5. Sources of Local Match

- a.) VVUSD shall provide a detailed statement of actual Sources of Local Match by major category to be included in their quartley report. VVUSD actual Sources of Local Match to a minimum amount of the following as listed:

Year 1-	\$274,700.00
Year 2-	\$549,000.00
Year 3-	\$629,000.00
Year 4-	<u>\$629,000.00</u>
Total	\$2,081,700.00

6. Basis of Payment

- a.) Subject to the cost ceiling of each year noted above, allowable costs shall be determined by cost categories established by approved budget in the grant, which may be administratively revised by the parties during the performance of this subcontract pursuant to the California Career Pathways Trust re-budgeting authority. Re-budgeting by VVUSD must be approved by NC's Project Director.
- b.) VVUSD's established cost policies, which are in compliance with those required by the California Department of Education for the California Career Pathways Trust Program.
- c.) VVUSD may not charge any indirect against grant-funded expenditures.

7. Payment Procedures

- a) A detailed statement of actual expenditures by major category and an invoice shall be submitted to NC on a monthly or quarterly basis for review and approval.
- b) Two copies of the statement and invoice, signed by the appropriate financial officer of VVUSD, shall be submitted to NC along with a copy of VVUSD's detailed general ledger trial balance, a detailed progress report as specified by the Project Director and a match contribution report covering the very same time period. The materials shall be mailed to:

Maureen Sinclair, Ed.D.
Project Director
Norco College
2001 Third Street
Norco, CA 92860

- c.) The accounting of funds shall indicate current period and cumulative cost totals for the approved budget categories.
- d.) Costs incurred under the subcontract shall be in accordance with the cost principles and procedures contained in OMB Circulars A-21, A-110, and A-133 as in effect during the period of this subcontract.

- e.) Payment of costs questioned by NC may be withheld until VVUSD provides adequate documentation to substantiate the costs as allowable, allocable and reasonable under the terms of the grant and this subcontract.
- f.) Payment to VVUSD from NC will be sent within 30 days of the receipt of all required reports from VVUSD and approval for payment by the Project Director.
- g.) The final Accounting of Funds invoice for each fiscal year must be submitted no later than July 15 of the subsequent year and must be marked "Final" by VVUSD for inclusion in NC's annual performance report to the California Department of Education.

D. RECORDS/AUDITS

- 1. In accordance with the terms and conditions of the grant and state and federal requirements, VVUSD must maintain records regarding the use of grant funds and progress toward grant objectives. VVUSD will maintain appropriate financial records in accordance with generally accepted accounting practices. VVUSD will make available to RCCD/NC upon request, backup financial documentation that clearly describe the nature of each expense, as authorized in the approved budget.
- 2. VVUSD shall preserve and, with advance notification, make available all records related to this subcontract agreement for examination by Riverside Community College District and the California Department of Education and/or their duly authorized representative. VVUSD shall retain these records for five years after the completion of the grant program. The retention period begins on the date the grant ends or the date the last report is submitted, whichever occurs later. Any costs which, upon audit, are found to be unallowable will be reduced from future claims or in the case that none exist, will be refunded to RCCD/NC by VVUSD.

E. EQUIPMENT

- 1. Title to equipment, reimbursed as a direct item of cost under this MOU, shall vest in VVUSD at the end of the grant.
- 2. In order to be in compliance with federal requirements, VVUSD shall maintain an "Equipment Inventory List." Upon request, the list must be readily available for review by NC Project Director, Riverside Community College District internal auditors, and as requested to comply with federal audits conducted by the California Department of Education.
- 3. Disposition of equipment that exceeds its normal life expectancy shall be executed in accordance to federal and state regulations.

F. COMMUNICATION WITH FUNDING AGENCY

VVUSD shall communicate with the grant-funding agency (California Department of Education) through NC. VVUSD has no authority under this subcontract to

communicate directly with the funding agency regarding the work funded by this agreement.

G. PROGRESS REPORTS

VVUSD must provide quarterly program reports concerning the progress of the work, or as may be requested by NC. Quarterly progress reports shall be due to the Project Director 30 days after the end of the quarter, for the duration of the four-year grant period. For this agreement, quarter periods are defined as follows:

- 1st Quarter- July, August, September
- 2nd Quarter- October, November, December
- 3rd Quarter- January, February, March
- 4th Quarter- April, May, June

A final statement of cumulative costs incurred, marked "FINAL," must be submitted to Riverside Community College's Project Director NOT LATER THAN fifteen (15) days after subcontract end date. The final statement of costs shall constitute Collaborator's final financial report.

H. SUBCONTRACTING

VVUSD may not subcontract any portion of the work to be performed under this subcontract agreement without prior written approval of NC.

I. ASSIGNMENT

VVUSD shall not assign or transfer any interest in the subcontract or assign any claims for money due or to become due under this subcontract without the prior written approval of NC.

J. MODIFICATION

This subcontract shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. Modification of this subcontract agreement shall be in writing and agreed to by both parties.

K. TERMINATION OF AGREEMENT

Notwithstanding any other provision of this subcontract agreement, RCCD/NC may terminate this subcontract agreement with cause by giving 30 days written notice to VVUSD. Causes for termination include non-performance on the part of VVUSD.

L. GENERAL PROVISIONS

1. ENTIRE AGREEMENT OF THE PARTIES

This subcontract agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by VVUSD for RCCD/NC and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing, signed by the party to be charged.

2. GOVERNING LAW

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

3. INDEPENDENT CONTRACTOR

VVUSD, and its officers, employees, and agents, shall act in an independent capacity during the term of this subcontract agreement and not as officers, employees or agents of RCCD/NC.

4. INTELLECTUAL PROPERTY

All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this subcontract agreement, shall be the property of RCCD/NC.

5. USE OF PROJECT DELIVERABLES

All project deliverables become the property of RCCD/NC upon termination of this Agreement, and as such may be used at will by RCCD/NC at any or all of its sites, for purposes determined by RCCD/NC.

6. INDEMNIFICATION AND HOLD HARMLESS

During the term of this subcontract agreement, the parties shall defend, indemnify and hold the other and its trustees, agents, students and employees, harmless from all claims, actions and judgments, including attorney fees, costs, interest and related expenses for losses, liability, or damages of any kind in any way caused by, related to, or resulting from, the acts or omissions of VVUSD, its officers, directors, agents, affiliates and employees, arising out of the performance of this subcontract agreement.

7. NON-DISCRIMINATION

VVUSD 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 or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, 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. VVUSD understands that harassment of any student or employee of VVUSD or RCCD/NC with regard to ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, 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.

8. VVUSD shall provide RCCD/NC with a certificate of insurance, evidencing general liability coverage in the minimum amount of \$1,000,000 per incident and \$2,000,000 in the aggregate. VVUSD is to name the Riverside Community College District as an additional insured on the Certificate of Insurance. In addition, VVUSD shall also provide evidence of workers' compensation coverage to RCCD/NC.

M. NOTICES

All notices, claims, correspondence, invoices, and/or statements authorized or required by this subcontract shall be addressed as follows:

RCCD/Norco College: Maureen Sinclair, Ed.D
 Norco College
 2001 Third Street
 Norco, CA 92860

VVUSD: Darrin Watters
 975 West Morgan Street
 Perris, CA 92571

All notices, claims, correspondence, reports, invoices, and/or statements shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail.

Signature Authorization

Riverside Community College District
On behalf of Norco College

Val Verde Unified School District

Aaron S. Brown
Vice Chancellor, Business and Financial Services

Darrin Watters
Assistant Superintendent

Date

Date

Agenda Item (VI-B-6-c)

Meeting	8/18/2015 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-c)
Subject	Contract for Paymaster Services with OD Music, Inc.
College/District	Riverside
Funding	General Fund
Recommended Action	It is recommended that the Board of Trustees approve the contract for Paymaster Services with OD Music, Inc. in the amount of \$140,000.

Background Narrative:

Presented for the Board's review and consideration is a contract between Riverside Community College District on behalf of Riverside City College and OD Music, Inc. for the delivery of paymaster services for professional talent for Performance Riverside productions. Total estimated costs for professional talent is estimated at \$140,000 for the fall 2015 season shows Mary Poppins and Young Frankenstein. As compensation for the services of making required payroll and tax liability payments, OD Music, Inc. will receive a service fee for the three percent (3%) of the entire package. The tem of the agreement is from August 2015 through November 2015.

Prepared By: Wolde-Ab Isaac, President, Riverside
Natalie Chipman,

Attachments:

[OD Music, Inc. Contract](#)

OD Music, Inc.
Bob O'Donnell, Proprietor
4920 Natoma Avenue
Woodland Hills, CA 91364

August 2015

This letter of agreement between OD Music, Inc. and Riverside Community College District, on behalf of Riverside City College, Performance Riverside and Riverside City College Fine and Performing Arts, when executed on behalf of your company, and OD Music, Inc., constitutes our entire agreement relating to/for the services we provide in connection with certain of your company's and/or talent personnel. We cannot commence any service on your behalf until you have signed below and returned a copy of this letter of agreement to us. Total estimated costs for actors, directors, orchestra members, tech team members, and vendors for the fall 2015 musical productions are estimated at \$140,000. OD Music, Inc. will charge a total service fee of 3% of the total package per show. The fall productions are Mary Poppins– September 2015 and Young Frankenstein – November 2015.

1. During the term of this agreement, beginning August 18, 2015 through November 20, 2015 you hereby acknowledge that the payments to crew and/or talent we provide in connection with all live theatre and any other types of production produced by you are subject to social security withholding, unemployment insurance and disability insurance payments. In connection with the services we provide to your company during the term of this agreement:
 - a. We will make all required wage and benefit payments for services provided by such crew members and/or talent as you designate in connection with your live theatre and any other type of production, and we will issue individual checks to each of these crew members and talent.
 - b. We will file all applicable reports for said payments with the appropriate government agency, and we will pay all required employer payroll taxes, and disability and unemployment insurance contributions.
 - c. We will furnish you with itemized invoices for all fees and payments made by us, and all expenses incurred by us, in connection with the crew members and/or talent for whom your company has requested the services covered by this agreement.
 - d. We will handle routine crew and/or talent inquiries relating to their wages and benefits related to work for your company. No commitments on your behalf will be made by us to such crew and/or talent without your prior approval.

- e. You agree to supply us with completed time cards and/or talent contracts, if any, and any other required documents including W-4's, W-9's and I-9 forms, and in the event you fail to provide verified, accurate, complete, and timely information, we will not be responsible for the timeliness or accuracy of any payments to crew members and/or talent, and to other persons or organizations that may be required as a result of the work performed by the crew members and/or talent for your company.
 - f. For purposes of immigration laws only, we shall be regarded as the employer of record for income tax and FICA withholding purposes only. You shall be responsible for completion of such forms as are required by immigration laws of the United States, including I-9's, and will indemnify and hold us harmless in connection therewith. We will provide you with reasonable assistance in connection with any such form requirements, but cannot assume responsibility since you or your agents are actually auditioning and casting talent and hiring production crews.
 - g. OD Music, Inc. will meet the employer obligations required by Actors Equity Association, i.e., workman's compensation insurance, and the withholding duties and payment of welfare benefits.
 - h. OD Music, Inc. will serve as the employer of record of all contracted performance employees (Union and non-union affiliated) and thereby meet state and federal requirements as prescribed by law. This would include, but not be limited to, the withholding of personal income taxes, the maintenance of all required immigration forms, and other responsibilities that an employer must meet (e.g. responsible for W-2 forms).
2. We will assume all responsibility for the payments made by us in accordance with reports or other information your company provides, and will indemnify and hold you harmless with respect to any claims or actions, relating to the failure by us to make payments required hereunder, provided that you submit to us accurate and timely information. Notwithstanding the foregoing, you agree to reimburse us for payments made to correct underpayments or overpayments to crew and/or talent resulting from inaccurate information you give to us, provided that in the case of an underpayment, your total cost will not exceed the amount that should have been paid plus any related penalties or costs. You also agree to indemnify and hold us harmless with respect to any claims asserted, or actions instituted, against OD Music, Inc. by or on behalf of any crew and/or talent, or by any labor organization representing such crew and/or talent, based on your company's alleged failure to comply with any applicable collective bargaining agreement or employment laws, or wrongful treatment of the crew members or talent.

3. As compensation for our services making the required payroll and related payments, we will be entitled to a service fee of 3% of the total package.
4. Your company will pay our invoices so that we receive payment in full upon receipt of the invoice. We reserve the right to discontinue our services if we do not receive timely payment of our invoices in full from your company.
5. This agreement shall continue until terminated either by your company or by OD Music, Inc. upon no more than 90 days or less than 30 days advance written notice of termination.
6. This agreement comprises the entire agreement between your company and OD Music, Inc. relating to the subject matter contained herein. Any amendment or modification to this agreement must be made in writing and signed by both parties.
7. This agreement shall be construed in accordance with the laws of the State of California for contracts wholly performed therein, without regard to conflict of law principals.
8. You hereby agree to submit to the personal jurisdiction of the Courts of the County of Riverside, State of California as the exclusive venue for the enforcement of any right or obligation under this Agreement, and waive any defense based on venue or inconvenient forum.
9. The parties agree that prior to instituting any legal proceedings concerning any dispute arising out of or in connection with this Agreement, excepting your obligation to pay payroll and benefits, the parties will participate in a non-binding mediation proceeding, utilizing a third party mediator from AAA, JAMS, or other similar alternative dispute resolution service. The costs of the mediator shall be borne equally by both parties.
10. Insurance. Prior to commencing performance hereunder, OD Music, Inc. shall accomplish the following:
 - a. Worker's Compensation Insurance. Contractor shall have in effect, during the entire life of this agreement, workers' compensation and employer liability insurance providing full statutory coverage. In signing this agreement, OD Music, Inc. makes the following certification, required by section 1861 of the California Labor Code:
 - i. I am aware of the provisions of section 700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of the Code, and I will comply with

such provisions before commencing the performance of this work of the Agreement.

- b. OD Music, Inc. shall procure and maintain comprehensive general liability insurance coverage that shall protect RCCD from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from OD Music, Inc. activities as well as RCCD's activities under this contract. Such insurance shall name RCCD as an additional insured with respect to this agreement and the obligations of RCCD hereunder. Such insurance shall provide for limits of not less than \$1,000,000.00.


11. Hold Harmless. OD Music, Inc. agrees to and shall indemnify and hold harmless the District, its officers, employees, and agents from and against any lawsuit, demand or liability claim arising out of the matters described herein, where such lawsuit, demand is based in whole or in part upon the contention, whether or not true, that the Contractor acted or failed to act in a negligent fashion, or failed to perform according to the terms of this Agreement, thereby causing injury to person or property, or death, or economic loss of any kind. Contractor's obligations hereunder shall include the obligation to defend, at its own expense, any lawsuit brought against the District, which is within the scope of this indemnity obligation, and such obligations shall be triggered by the service, upon District, of any such lawsuit or claim related thereto, provided written notice therefore is given by District to Contractor.

If the above accords with your understanding and agreement, kindly indicate your consent hereto by signing in the place provided below.

Riverside Community College District
On behalf of Riverside City College
4800 Magnolia Avenue
Riverside, CA 92506

OD Music, Inc.
4920 Natoma Avenue
Woodland Hills, CA 91364

Aaron Brown, Vice Chancellor,
Business and Financial Services



Bob O'Donnell
CEO

Date

7/31/2015

Date

Attachment A
2015 Employer Burden Rates

Union & Non-Union Actors	
FICA	6.2%
Medicare	1.45%
FUTA	.8%
SUI	5.2%
Employers Training Tax	.1%
Workers Comp Insurance (Rate Increase)	16.25%
Payroll Handling	3%
 Total Liability	 33%
Musicians	
FICA	6.2%
Medicare	1.45%
FUTA	.8%
SUI	5.2%
Employers Training Tax	.1%
Workers Comp Insurance (Rate Reduction)	5.25%
Payroll Handling	3%
 Total Liability	 22%
Stage Manager/Tech Crew	
FICA	6.2%
Medicare	1.45%
FUTA	.8%
SUI	5.2%
Employers Training Tax	.1%
Workers Comp Insurance	13.25%
Payroll Handling	3%
 Total Liability	 30%

General Information:

- No charge to enter W4's
- No charge to print W2's
- We require that you make payment before checks are issued.
- We agree to mail checks in a timely fashion so that they arrive on time for scheduled pay dates.

EXHIBIT A

OD Music, Inc., Bob O' Donnell, Proprietor, shall bill the District on a quarterly or as requested basis by Performance Riverside as follows:

- _____ 1. Total payroll cost for employees contracted to Performance Riverside by the O.D. Music Inc., Bob O' Donnell, Proprietor for services rendered as of the billing date or for services to be up to eight weeks after the billing date; and
- _____ 2. An Administrative fee of 3% of total payroll cost.
- _____ 3. Total payroll costs for union and off-contract actors shall include gross salaries, employer taxes and workers comp coverage @ 30%, pension and health benefits and a 3% fee for payroll handling on the entire package. This would include the wages, employer tax liability, and pension and health benefits.
- _____ 4. Total Payroll cost for Musicians shall include Gross Salaries, Employer Tax Liability of 19% and a payroll handling fee of 3% on the entire package. This would include the Wages and Employer Tax Liability fees.
- _____ 5. All billings by OD Music, Inc. shall include a section entitled, "Reconciliation of advance payments and services rendered." In this section OD Music, Inc. will report any advance payments made by the District prior billing cycle and the associated services actually rendered since the date of the last billing.

**AGREEMENT AND RULES GOVERNING EMPLOYMENT UNDER THE
GUEST ARTIST AGREEMENT SALARY REQUIREMENTS**

- (a) **Salary Minimums.** Minimum weekly salaries for Guest-Artists are based on the maximum number of performances in any one week. Minimum weekly salaries are as follows:

Tier Structure Highlights

	Tier I	Tier II	Tier III
Maximum Performance Per Week	3	5	8
Maximum Weekly Hours Before/After 1st Public Performance	25/15	32/22	42/32
Span of Day	7 of 8.5 hours	7 of 10 hours	7 of 12 hours
Minimum Weekly Actor Salary	\$300.00	\$400.00	\$510.00
Minimum Weekly SM/ASM Salary	\$360.00	\$480.00	\$612.00
Engagement of 1 Week or Less	\$50.00 in addition to minimums listed above		
Overtime	\$12.00 and \$20.00 per 1/2 hour		
Health Contribution	\$145.00/week	\$165.00/week	\$167.00/week
Additional Performance Payment	1/3	1/5	1/8

In cases where the engagement is one week or less, the applicable minimum is \$50 more. Union fees are as follows: up to \$142.00 tier one, \$157.00 tier two, and \$169.00 tier three, for health/welfare payment, \$20.00 per day (\$140.00 per week) for Out-of-Town Actors weekly per diem and all said requirements outlined in Exhibit B for professional actor/stage manager members of Actors' Equity Association rendering services to the District.

Agenda Item (VI-B-6-d)

Meeting	8/18/2015 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-d)
Subject	Contract C15-0042 with California Community College Chancellor's Office to allow Riverside City College to act as fiscal agent for the Extended Opportunity Programs and Services (EOPS) set-aside fund.
College/District	Riverside
Funding	Grants and Categorical Programs
Recommended Action	It is recommended that the Board of Trustees approve contract C15-0042 for the time frame of July 1, 2015 through October 31, 2016 in the amount of \$92,285.

Background Narrative:

Contract C15-0042 allows Riverside City College to act as the fiscal agent for the California Community College Chancellor's Office for the purpose of coordinating the disbursement of the set-aside funds. The set-aside funds support statewide program monitoring, evaluation and program improvement. Fiscal administration may include payment of quarterly regional coordination meeting, periodic Ad Hoc Task Group meetings and statewide training for Extended Opportunity Programs and Services (EOPS) staff. In addition, payments may also include meeting facilities, disability accommodations, workshop materials, development of training materials, printing, mailing costs, and other directly related costs.

The contract was received from the State Chancellor's Office on July 14, 2015 and will be implemented upon Board approval. Activities for reimbursement are retroactive to July 1, 2015.

Prepared By: Wolde-Ab Isaac, President,
Riverside

Mazie Brewington, Vice President, Business Services (Riv)
Michael Wright, Director, Workforce Preparation Grants and
Contracts

Attachments:

[C15-0042 EOPS Set-Aside](#)

STATE OF CALIFORNIA
STANDARD AGREEMENT
 CCC 213 (Rev 03/06)

AGREEMENT NUMBER C15-0042
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
 BOG, California Community Colleges, Chancellor's Office
 CONTRACTOR'S NAME
 Riverside CCD
- The term of this Agreement is: July 1, 2015 through October 31, 2016
- The maximum amount of this Agreement is: \$ 92,285.00
- 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	1 page(s)
Exhibit B – Budget Detail and Payment Provisions	2 page(s)
Exhibit C – General Terms and Conditions (Attached hereto as part of this Agreement)	6 page(s)
Exhibit D – Special Terms and Conditions (Attached hereto as part of this Agreement)	12 page(s)
Exhibit E – Request for Proposals (Attached hereto as part of this Agreement)	0 page(s)
Exhibit F – Contractor's Proposal (Attached hereto as part of this Agreement)	2 page(s)
Exhibit G – Contractor's Cost Proposal (Attached hereto as part of this Agreement)	3 page(s)
Exhibit H – Contractor Certification Clauses, Chancellor's Office Form CCC-1005 (Attached hereto as part of this agreement)	5 page(s)
Exhibit I – Additional Provisions	0 page(s)

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

CONTRACTOR		Chancellor's Office, California Community Colleges Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Riverside CCD		
BY (Authorized Signature) <i>AS</i>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Aaron S. Brown Vice Chancellor, Business + Financial Services		
ADDRESS 4800 Magnolia Ave. Riverside CA 92506		
STATE OF CALIFORNIA		
AGENCY NAME BOG, California Community Colleges, Chancellor's Office		
BY (Authorized Signature) <i>ES</i>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Erik Skinner, Deputy Chancellor		
ADDRESS 1102 Q Street, Suite 4554, Sacramento, CA 95811-6539		

Exempt from DGS approval pursuant to AB 1441, Chapter 36 of the Statutes of 2000

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 92,285.00	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE	
	Local Assistance (OPTIONAL USE)		General	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	ITEM	CHAPTER	STATUTE	FISCAL YEAR
	6870-101-0001(18)		2015	2015-16
TOTAL AMOUNT ENCUMBERED TO DATE \$ 92,285.00	OBJECT OF EXPENDITURE (CODE AND TITLE)			
5218-751-21103				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF ACCOUNTING OFFICER		T.B.A. NO.	B.R. NO.	
		DATE		

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. Services to Be Provided

Contractor agrees to provide to the Chancellor's Office of the California Community Colleges (hereinafter referred to as the Chancellor's Office) the services specified in the Contractor's Proposal, Exhibit F, and as further described herein. Exhibit F is attached hereto and by reference made a part of this Agreement.

2. Project Representatives

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

Chancellor's Office: Project Monitor	Contractor: Project Director
Name: Kelly Gornic/Janet Fulton	Name: Dr. Michael Wright
Phone: (916) 323-4281/(916) 323-5275	Phone: (951) 222-8968
Fax: (916) 327-8232	Fax:

Direct inquiries regarding terms or conditions of the agreement should be made to:

Chancellor's Office: Contract Manager	Contractor: Riverside CCD
Name: Wendy Lozoya	Name: Dr. Michael Wright
Address: 1102 Q Street, Suite 4554, Sacramento, CA 95811-6539	Address: 1533 Spruce Street, Riverside, CA 92507
Phone: (916) 327-5906	Phone: (951) 222-8968
Fax:	Fax:

3. Contractor's Project Director and Key Personnel

Substitution of Contractor's Project Director, as indicated in provision 2. above, or Contractor's key personnel, as indicated in the Contractor's Proposal (Exhibit F), may not be made without the prior written approval of the Chancellor's Office Project Monitor.

4. Chancellor's Office Project Monitor

The Project Monitor is responsible for overseeing the project as a whole, and any questions or problems relating to the project should be directed to the Project Monitor. If necessary, the Chancellor's Office may change the Project Monitor by written notice sent to the Contractor.

5. Chancellor's Office Contract Manager

The Chancellor's Office may change the Contract Manager by written notice given to the Contractor. Any questions relating to the terms or conditions of the Agreement document should be addressed to the Contract Manager.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Costs and Payments

- a. In consideration of satisfactory performance of this Agreement, the Chancellor's Office agrees to pay the Contractor costs in accordance with the Contractor's Cost Proposal, Exhibit G, which is also attached hereto and by reference made a part of this Agreement.
- b. The total amount payable under this Agreement shall not exceed the maximum amount of this Agreement, specified on the face page of this Agreement. Payment shall be made according to the apportionment schedule set forth in the California Code of Regulations, title 5, section 58870, except that the final payment will not be made until the final report has been submitted and approved. If the final report is not submitted by the deadline date set forth in section 6 of Exhibit D, the Chancellor's Office may make the final payment through a claim schedule. If total expenditures are less than the apportionment payments, the Chancellor's Office may invoice the Contractor for the excess amount.

2. Budget Changes

Changes in budget line item amounts which are up to and including ten percent of the total budget amount may be made with the prior written approval of the Project Monitor. Changes in budget line item amounts which are greater than ten percent of the total budget amount may be made only through a written and duly executed amendment to this Agreement.

3. Budget Contingency Clause

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of state or federal funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after the determination was made.
- b. It is mutually agreed that if the state or federal budget for the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the Chancellor's Office shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- c. If funding for any fiscal year is reduced or deleted by the state or federal budget for purposes of this program, the Chancellor's Office shall have the option to either cancel this Agreement with no liability occurring to the Chancellors Office, or offer an Agreement Amendment to Contractor to reflect the reduced amount.
- d. Contractor shall inform any subcontractors that any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.
- e. In addition, this Agreement is subject to any additional restrictions, limitations or conditions enacted in the state or federal budget and/or laws and Executive Orders that may affect the provisions, term, or funding of this Agreement in any manner.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

4. Fiscal Reports

Contractor shall furnish detailed itemization of and retain all records relating to direct expenses reimbursed to Contractor hereunder and to hours of employment on this Agreement by any employee of Contractor for which the Chancellor's Office is billed.

Invoices for services rendered are to be delivered to the Accounting Office, California Community Colleges, 1102 Q Street, Suite 4554, Sacramento, CA 95811-6539.

5. Prompt Payment Clause

If Contractor is not a community college district or other public entity, payment will be made in accordance with, and within the time specified in, chapter 4.5 of part 3 of division 3.6 of title 1 of the Government Code, commencing with section 927.

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

1. Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

2. Assignment

Contractor may not transfer by assignment or novation the performance of this Agreement or any part thereof except with the prior written approval of the Project Monitor. Nor may Contractor, without the prior written consent of the Project Monitor, assign any other right that Contractor may have under this Agreement. Each assignment that is approved by the Project Monitor shall contain a provision prohibiting further assignments to any third or subsequent tier assignee without additional written approval by the Project Monitor. The Project Monitor's consent to one or more such assignments or novations shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent assignment or novation.

3. Audit

Contractor agrees that the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code, § 8546.7; Pub. Contr. Code, §§ 10115 et seq.; Cal. Code Regs., tit. 2, § 1896.)

4. Indemnification

Contractor agrees to indemnify, defend and save harmless the State, the Board of Governors of the California Community Colleges, the Chancellor's Office, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all employees, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement. Such defense and payment will be conditional upon the following:

- a. The Chancellor's Office will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b. Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

1. When substantial principles of government or public law are involved, when litigation might create precedent affecting future Chancellor's Office operations or liability, or when involvement of the Chancellor's Office is otherwise mandated by law, the Chancellor's Office may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);
2. The Chancellor's Office will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
3. The Chancellor's Office will reasonably cooperate in the defense and in any related settlement negotiations.

5. Disputes

In the event of a dispute, the parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor agrees to file a "Notice of Dispute" with the Chancellor's Office, California Community Colleges, within ten (10) days of discovery of the problem. Within ten (10) days, the Chancellor or his or her designee shall meet with Contractor and the Project Monitor for purposes of resolving the dispute. The decision of the Chancellor shall be final.

In the event of a dispute, the language contained in Exhibits A through D of this Agreement shall prevail over any other language including that contained in any other Exhibits.

Contractor shall continue with the responsibilities under this Agreement during any dispute.

6. Termination

- a. Bankruptcy. In the event proceedings in bankruptcy are commenced against the Contractor, Contractor is adjudged bankrupt or a receiver is appointed and qualifies, then the Chancellor's Office may terminate this Agreement and all further rights and obligations hereunder, by giving five days notice in writing in the manner specified herein. It is recognized by the parties that equipment purchased by Contractor or the Chancellor's Office for this project shall have lien rights held in the name of the Chancellor's Office which shall retain lien rights until the Contractor either returns said equipment to the Chancellor's Office or purchases it as is provided by the terms of this Agreement.
- b. Termination Option. The Chancellor's Office may, at its option, terminate this Agreement at any time upon giving thirty (30) days' advance notice in writing to Contractor in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. In such event, the Chancellor's Office shall pay Contractor for all satisfactory services rendered and expenses incurred prior to such termination which could not by reasonable efforts of Contractor have been avoided, but not in excess of the maximum payable under this Agreement. In such event, Contractor agrees to relinquish possession of equipment purchased for this project to the Chancellor's Office or Contractor may, with approval of the Chancellor's Office, purchase said equipment as provided by the terms of this Agreement.

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

- c. **Event of Breach.** In the event of any breach of this Agreement, the Chancellor's Office may, without any prejudice to any of its other legal remedies, terminate this Agreement upon five days' written notice to the Contractor. In the event of such termination the Chancellor's Office may proceed with the work in any manner deemed proper by the Chancellor's Office. The cost to the Chancellor's Office shall be deducted from any sum due the Contractor under this Agreement, and the balance, if any, shall be paid to the Contractor upon demand. Whether or not the Chancellor's Office elects to proceed with the project, Chancellor's Office shall pay Contractor only the reasonable value of the services theretofore rendered by Contractor as may be agreed upon by the parties or determined by a court of law.
- d. **Gratuities.** The Chancellor's Office may, by written notice to the Contractor, terminate the right of Contractor to proceed under this Agreement if it is found, after notice and hearing by the Chancellor or his or her duly authorized representative, that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the Chancellor's Office with a view toward securing a contract or agreement or securing favorable treatment with respect to awarding or amending or making a determination with respect to the performance of such contract or agreement.

In the event this Agreement is terminated as provided herein, Chancellor's Office shall be entitled to (1) pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and (2) exemplary damages in an amount which shall be not less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee, as a penalty in addition to any other damages to which it may be entitled by law.

The rights and remedies of Chancellor's Office provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

7. Independent Status of Contractor

The Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California or the Chancellor's Office.

8. Recycling Certification

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in Public Contract Code section 12200, in products, materials, goods, or supplies offered or sold to the state in the performance of this Agreement, regardless of whether the product meets the requirements of Public Contract Code section 12209. With respect to printer or duplication cartridges that comply with the requirements of section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply. (Pub. Contr. Code, § 12205.)

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

9. Nondiscrimination Clause

- a. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age, sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- b. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- c. Contractor and its subcontractors shall also comply with the provisions of Government Code sections 11135-11139.8.
- d. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

10. Certification Clauses

The Contractor Certification Clauses contained in Chancellor's Office form CCC-1005 are hereby incorporated by reference and made a part of this Agreement by this reference, and are attached hereto as Exhibit H.

11. Timeliness

Time is of the essence in this Agreement.

12. Compensation

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

13. Governing Law

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Agreement shall be in Sacramento County, Sacramento, California.

14. Antitrust Claims

The Contractor, by signing this agreement, hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of section 16750 of the Business and Professions Code. (Gov. Code, § 4550(a).)
 2. "Public purchasing body" means the State or the subdivision or agency making a public purchase. (Gov. Code, § 4550(b).)
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (chapter 2 (commencing with section 16700) of part 2 of division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. (Gov. Code, § 4552.)
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (Gov. Code, § 4553.)
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (Gov. Code, § 4554.)

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

15. Child Support Compliance Act

For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code section 7110, that:

- a. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in chapter 8 (commencing with section 5200) of part 5 of division 9 of the Family Code; and
- b. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

16. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

17. Priority Hiring Considerations

If this Agreement includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The Chancellor's Office will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Subcontracts

- a. The Contractor agrees to obtain the written approval of the Project Monitor prior to the selection of subcontractor(s) to perform the services under this Agreement, at which time the Chancellor's Office will inform the Contractor of any applicable legal requirements regarding disabled veteran business enterprise participation requirements and the use of the Request for Proposals primary or two-tier method. Subcontractors specifically identified in this Agreement or the Exhibits attached hereto and which are secured in accordance with applicable legal requirements are deemed to be approved upon execution of this Agreement.
- b. In any event, any additional subcontractor(s) retained by the Contractor shall be selected using procedures reasonably calculated to ensure that cost shall be given substantial weight in the selection process, and that the selected subcontractor is the best qualified party available to provide the required services. Upon request, Contractor shall furnish evidence of compliance with this provision to the Project Monitor. Contractor shall immediately notify the Project Monitor in the event that any subcontract is terminated.
- c. All subcontracts shall contain a provision prohibiting any third or subsequent tier subcontracts without additional written approval by the Project Monitor.
- d. The Project Monitor's consent to one or more subcontracts shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent subcontract.
- e. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Chancellor's Office and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the Chancellor's Office for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is independent from the obligation of the Chancellor's Office to make payments to the Contractor. As a result, the Chancellor's Office shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

3. Subcontract Payments

Contractor shall obtain the written approval of the Project Monitor and the Executive Vice Chancellor, or his/her designee, before making payments under this Agreement to any subcontractors.

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

4. Notice

Any notice to either party which is required or permitted to be given under this Agreement shall be given by certified mail properly addressed, postage fully prepaid to the address beneath the name of each respective party. Such notice shall be effective when received, as indicated by post office records, or if deemed undeliverable by post office, such notice shall be postponed 24 hours for each such intervening day.

5. Interpretation

In the interpretation of this Agreement, any inconsistencies between the terms of Exhibits A through D and the language of any other Exhibit or document shall be resolved in favor of the terms of Exhibits A through D.

6. Reports

- a. **Monthly Progress Reports.** Except as otherwise specified by the Chancellor's Office, Contractor shall provide a progress report in writing at least once a month to the Project Monitor. Each progress report shall include, but not be limited to, a statement that the Contractor is or is not on schedule, and any pertinent reports or interim findings. Contractor shall discuss any difficulties or special problems so that remedies can be developed as soon as possible. Contractor shall provide four copies by the tenth of the month following the month to which it relates.
- b. **Final Report.** By November 30, 2016, Contractor shall provide the Project Monitor a comprehensive Final Report, a brief summary of same, and a brief (200 words or less), factual abstract of the final report.
 1. **Summary.** The summary shall include a statement of the problem, techniques used to solve the problem, conclusions of the problem, and any additional follow-up or ongoing recommendations. The summary shall be prepared in language and structure easily understood by members of the public who may have limited technical background. Contractor shall provide the Chancellor's Office with ten (10) copies and a reproducible master.
 2. **Abstracts.** Contractor shall provide a brief (200 words or less), factual abstract of the most significant information contained in the report.

Contractor shall meet with Chancellor's Office staff to present the findings, conclusions, and recommendations. Both the final meeting and final report must be completed on or before the date specified above for submission of the final report.

The Contractor shall be available from November 30, 2016, to and including - December 31, 2016, to answer questions pertaining to the Final Report and/or revise the Final Report.

- c. ~~The Chancellor's Office reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Agreement and authorize others to use or reproduce such materials.~~

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

- d. All reports are to be delivered to the Project Monitor, Chancellor's Office, California Community Colleges, 1102 Q Street, Suite 4554, Sacramento, CA 95811-6539
- e. Any document or written report prepared, in whole or in part, by Contractor or subcontractors, shall contain the numbers and dollar amounts of this Agreement and all subcontracts relating to the preparation of such document or written report. The Agreement and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. (Gov. Code, § 7550(a).)
- f. When multiple documents or written reports are the subject or product of this Agreement, the disclosure section must also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. (Gov. Code, § 7550(b).)

7. Copyright and Intellectual Property

- a. Contractor agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, computer programs, computer software, and/or trademarks or servicemarks first created, developed or produced pursuant to this Agreement, whether by Contractor or subcontractors, shall be and are Work for Hire. All subcontracts shall include a Work for Hire provision by which all materials, procedures, processes, machines, computer programs, computer software, and trademarks or servicemarks produced as a result of this Agreement shall be Work for Hire. All rights, title, and interest in and to the Work first developed under this Agreement or under any subcontract shall be assigned and transferred to the Chancellor's Office. This Work for Hire agreement shall survive the expiration or early termination of this Agreement.
- b. The copyright for all materials first produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office. Contractor, and all subcontractors and others that produce copyright materials pursuant to this Agreement, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office. The Chancellor's Office shall acknowledge Contractor or its subcontractors, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office will license such copyrighted work with a Creative Commons CC BY license. The license will allow Contractor or its subcontractors, if any, to reproduce and disseminate copies of such work, provided the licensee agrees not to permit infringement of the copyright by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement.
- c. All materials first developed in draft and in final form pursuant to this Agreement shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.," followed by the year created; and the words "Chancellor's Office, California Community Colleges." In addition, all such materials shall bear the Creative Commons CC BY symbol below. Acknowledgment may be given to Contractor or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office or Contractor that the copyright

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(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

be registered with the U.S. Copyright Office, Contractor will be responsible for applying for, paying the filing fees for, and securing said copyright.



- d. All technical communications and records originated or first prepared by Contractor or its subcontractors, if any, pursuant to this Work for Hire agreement including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not including Contractor's administrative communications and records relating to this Agreement, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.
- e. If it is deemed necessary by either the Chancellor's Office or Contractor that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufactures, or composition of matter, Contractor will be responsible for applying for, paying the filing fees for, and securing said patent. All patents for inventions, processes, machines, manufactures, or compositions of matter developed pursuant to this Agreement shall be issued to the "Chancellor's Office, California Community Colleges." All products and references to patents shall be marked and designated as such as required by law. Acknowledgment may be given to Contractor or the actual inventor(s) in an appropriate manner. The Chancellor's Office agrees to grant a nonexclusive license for such intellectual property to Contractor. Said license shall include the right to use the patent for inventions, processes, machines, manufactures, or compositions of matter derived from those created under this Agreement.
- f. All trademarks and servicemarks first created, developed or acquired pursuant to this Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or Contractor that a trademark or servicemark be registered with state or federal agencies, Contractor will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Agreement shall be issued to the "Chancellor's Office, California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Agreement to Contractor.
- g. In connection with any license granted pursuant to the preceding paragraphs, Contractor agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Contractor may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.
- h. Any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, computer programs, computer software, and trademarks or servicemarks created, developed or produced pursuant to this Agreement by subcontractors that create works for this Agreement for Contractor are for and are the property of the Chancellor's Office. Contractor shall obtain an acknowledgement of the work for hire performed by these subcontractors that produce intellectual property pursuant to this Agreement, and all rights, title, and interests in such property shall be assigned to

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the Chancellor's Office from all subcontractors. Contractor shall incorporate the above applicable paragraphs, modified appropriately, into its agreements with subcontractors that create works for this Agreement. No unpaid volunteer or other person shall produce copyright materials under this Agreement without entering into a subcontract between such person(s) and Contractor giving the Chancellor's Office the foregoing rights in exchange for the payment of the sum of at least one dollar (\$1).

8. Public Hearings

If public hearings on the subject matter dealt with in this Agreement are held during the period of the Agreement, Contractor will make available the personnel assigned to this Agreement for the purpose of testifying. Chancellor's Office will reimburse Contractor for compensation and travel of said personnel at the contract rates for such testimony as may be requested by Chancellor's Office.

9. Confidentiality of Data and Reports

- a. To the extent permissible by law, Contractor will not disclose data or disseminate the contents of the final or any preliminary report without the express written permission of the Project Monitor.
- b. Permission to disclose information on one occasion or at public hearings held by the Chancellor's Office relating to the same shall not authorize Contractor to further disclose such information or disseminate the same on any other occasion.
- c. Contractor will not comment publicly to the press or any other media regarding its report, or the actions of the Chancellor's Office on the same, except to Chancellor's Office staff, Contractor's own personnel involved in the performance of this Agreement, or at a public hearing, or in response to questions from a legislative committee.
- d. If requested by Chancellor's Office, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by Chancellor's Office and shall supply Chancellor's Office with evidence thereof.
- e. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and nondisclosure of the same.

10. Provisions Relating to Data

- a. "Data" as used in this Agreement means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may for example, document research or experimental, developmental or engineering work, or be used to define a design or process or to support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical models, collections or extrapolations of data or information, etc. It may be in machine form such as punched cards, magnetic tape or computer printouts, or may be retained in computer memory.
- b. "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under Contractor's control prior to commencement of performance of this

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Agreement, and which Contractor has reasonably demonstrated as being of a proprietary nature either by reason of copyright, patent or trade secret doctrines in full force and effect at the time when performance of this Agreement is commenced. The title to "proprietary data" shall remain with the Contractor throughout the term of this agreement and thereafter. As to "proprietary data," the extent of Chancellor's Office access to the same and the testimony available regarding the same shall be limited to that reasonably necessary to demonstrate in a scientific manner to the satisfaction of scientific persons the validity of any premise, postulate or conclusion referred to or expressed in any deliverable hereunder.

- c. "Generated data" is that data which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at the expense of the Chancellor's Office, together with complete documentation thereof, shall be treated hereunder in the same manner as "generated data." "Generated data" shall be the property of the Chancellor's Office unless and only to the extent that it is specifically provided otherwise herein.
- d. "Deliverable data" is that data which under the terms of this Agreement is required to be delivered to the Chancellor's Office and shall belong to the Chancellor's Office.
- e. As to "generated data" which is reserved to Contractor by the express terms hereof and as to any preexisting or "proprietary data" which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, Contractor shall preserve the same in a form which may be introduced as evidence in a court of law at Contractor's own expense for a period of not less than three years after receipt by the Chancellor's Office of the final report herein.
- f. Prior to the expiration of such time and before changing the form of or destroying any such data, Contractor shall notify the Chancellor's Office of any such contemplated action and Chancellor's Office may, within thirty (30) days after said notification, determine whether it desires said data to be further preserved. If Chancellor's Office so elects, the expense of further preserving said data shall be paid for by the Chancellor's Office. Contractor agrees that Chancellor's Office may at its own expense have reasonable access to said data throughout the time during which said data is preserved. Contractor agrees to use his or her best efforts to furnish competent witnesses or to identify such competent witnesses to testify in any court of law regarding said data.

11. Ownership of Data And Reports

Data developed for this Agreement shall become the property of the Chancellor's Office. It shall not be disclosed without the permission of the Project Monitor. Each report shall also become the property of the Chancellor's Office and shall not be disclosed except in such manner and such time as the Project Monitor may direct.

12. Approval of Products and Deliverables

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- a. Each deliverable to be provided under this Agreement shall be submitted to and approved by the Project Monitor. All products, documents and published materials, including multimedia presentations, shall be approved by the Project Monitor prior to distribution.
- b. All products resulting from this Agreement or its subcontracts in whole or in part shall reference the Chancellor's Office, California Community Colleges and the specific funding source.
- c. All references to the project shall include the phrase, "funded in part by the Chancellor's Office, California Community Colleges."

13. Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the Chancellor's Office to enforce at any time any of the provisions of this Agreement, or to require at any time performance by Contractor of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Agreement or any part thereof or the right of Chancellor's Office to thereafter enforce each and every such provision.

14. Work by Chancellor's Office Personnel

Staff of the Chancellor's Office will be permitted to work side by side with Contractor's staff to the extent and under conditions that may be directed by the Project Monitor. In this connection, staff of the Chancellor's Office will be given access to all data, working papers, subcontracts, etc., which Contractor may seek to utilize.

Contractor will not be permitted to utilize staff of the Chancellor's Office for the performance of services that are the responsibility of Contractor unless such utilization is previously agreed to in writing by the Project Monitor, and any appropriate adjustment in price is made. No charge will be made to Contractor for the services of employees of the Chancellor's Office while performing, coordinating or monitoring functions.

15. Changes in the Timing of Performance of Tasks

The timing for performance of the tasks may be changed by written approval of the Project Monitor. However, the date for completion of the Agreement and the total Agreement price, as well as all other terms not specifically excepted, may only be altered by formal amendment of this Agreement.

16. Travel and Per Diem

- a. For purposes of payment, Contractor's headquarters shall be the city designated in the signature block. Travel outside the State of California shall not be reimbursed without the prior written authorization of the Project Monitor, or unless otherwise expressly so provided in the terms of this Agreement.
- b. The travel and per diem rates allowed for Contractor, staff, and subcontractors shall be those currently set forth by the Department of General Services (see State Administrative Manual (SAM) chapter 0700 and Appendix (Travel Guide, S-1)) and Department of

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Personnel Administration (DPA) Rules (Cal. Code Regs., §§ 599.615, et seq.). These Rules are subject to change at any time. Travel expenditures not listed in the DPA Rules cannot be reimbursed.

- c. Contractor must use the Contractor's formally printed invoice or letterhead, and must sign and date the claim prior to submission to the Chancellor's Office for payment.
- d. Questions regarding reimbursable items and/or limits may be directed to the Chancellor's Office Accounting Administrator at (916) 327-5355.
- e. Itemized invoices, prepared in triplicate, stating Agreement number and social security number or federal identification number, shall be submitted to:

Accounting Unit
Chancellor's Office
California Community Colleges
1102 Q Street, Suite 4554
Sacramento, CA 95811-6539

17. Captions

The clause headings appearing in this agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.

18. Accessibility for Persons with Disabilities

By signing the Contractor's Certification (Chancellor's Office form CCC-1005, attached hereto as Exhibit H), Contractor agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. In addition, by signing this Agreement, Contractor further agrees to the following:

- a. Contractor shall, upon request by any person, make any materials produced with funds pursuant to this Agreement available in braille, large print, electronic text, or other appropriate alternate format. Contractor shall establish policies and procedures to respond to such requests in a timely manner.
- b. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Contractor, whether purchased, leased or provided under some other arrangement for use in connection with this Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.
- c. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>) or similar guidelines developed by the Chancellor's Office.

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

- d. Contractor shall respond, and shall require its subcontractors to respond to and resolve any complaints regarding accessibility of its products and services as required by this section.
- e. Contractor and its subcontractors shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.
- f. Contractor shall incorporate the requirements of this section into all subcontracts.

19. Eligibility for Noncitizens

Funds provided under this Agreement shall only be used to employ, contract with, or provide services to citizens of the United States or noncitizens who are eligible to receive public benefits pursuant to Section 401 (with respect to federally funded activities) or Section 411 (with respect to state funded activities) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193, codified at 42 U.S.C. §§ 601 and 611, respectively). Contractor certifies that all of its employees and/or subcontractors are qualified pursuant to these provisions.

20. Performance Evaluation

If this Agreement involves Consultant Services, the performance of the Contractor shall be evaluated by the Project Monitor on a "Contract/Contractor Evaluation" form Std. 4. If the performance is unsatisfactory, the Contractor will be allowed to prepare a statement defending Contractor's performance. This statement must be received by the Project Monitor within thirty (30) days after Contractor's receipt of the evaluation.

The evaluation form and any related material will be kept on file at the Chancellor's Office.

21. Commissions and Contingency Agreements

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Chancellor's Office shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

22. Licenses and Permits

If the Contractor is an individual, firm or corporation, Contractor must be licensed to do business in California and shall obtain at his/her/its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary, however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the Chancellor's Office a copy

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

of your business license or incorporation papers for your respective state showing that your company is in good standing in that state.

In the event, any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide the Chancellor's office with a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the Chancellor's Office may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

23. Standards of Conduct

In addition to the Conflicts of Interests provisions in the Contractor's Certification (Chancellor's Office form CCC-1005, attached hereto as Exhibit H), Contractor hereby assures that, in administering this Agreement, it will comply with the standards of conduct hereinafter set out, as well as the applicable state laws concerning conflicts of interests, in order to maintain the integrity of the Agreement and to avoid any potential conflicts of interests in its administration.

- a. Every reasonable course of action will be taken by Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Agreement will be administered in an impartial manner. The Contractor, and its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, or special interest.
- b. Conducting Business with Relatives. No relative by blood, adoption, or marriage of any officer or employee of Contractor will receive favorable treatment in the award of subcontracts or in educational or employment opportunities funded by this Agreement.
- c. Conducting Business Involving Close Personal Friends and Associates. In administering this Agreement, officers and employees of Contractor will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.
- d. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor's Office employees, in administering this Agreement, officers and employees of Contractor will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.
- e. Contractor shall not enter into any subcontract of the types described below and any such agreement which may be executed is null and void and of no force or effect.
 1. A former state employee (including a Chancellor's Office employee, or a district employee who worked for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract under this Agreement with Contractor if that employee was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Agreement while employed by the state. (Gov. Code, §§ 1090, et seq., 87100, and 87400 et seq.; Cal. Code Regs., tit. 5, §§ 18741.1 and 18747.)

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

2. A current state employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract with Contractor, with the exception of rank-and-file employees of the California State University and the University of California. (Pub. Contr. Code, § 10410.)
3. The spouse or immediate family of a current Chancellor's Office employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) may not enter into a subcontract with Contractor if the Chancellor's Office employee or person on an IJE was engaged in the negotiations, transactions, planning, arrangement or any part of the decisionmaking process relevant to this Agreement or the subcontract, or had any influence whatsoever in the making of this Agreement or the subcontract. (Gov. Code, §§ 1090, et seq.; and 87100.)

24. Follow-on Contracts

- a. By signing this Agreement, Contractor certifies that neither the Contractor nor any of its affiliates or subcontractors previously received a consulting services contract from the Chancellor's Office which resulted in a recommendation by Contractor, its affiliates or subcontractors for the provision of services, procurement of goods or supplies, or any other related action which is now to be provided or performed under this Agreement. (Pub. Contr. Code, § 10365.5.)
- b. For purposes of this section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c. Should the Chancellor's Office determine, at any time, that the certification contained in paragraph a. is false or inaccurate, the Chancellor's Office may deem contractor to be in breach of this Agreement and may terminate the Agreement as provided in the Termination provisions of section 6.c. of Exhibit C to the Agreement. However, to the extent permissible by law, the Chancellor's Office or its designee, may waive the restrictions set forth in this section by written notice to the Contractor if the Chancellor's Office determines their application would not be in the best interest of the Chancellor's Office.
- d. Except as prohibited by law, the restrictions of this section will not apply to a Contractor, including any person, firm, or affiliate, that is awarded a subcontract of a consultant services contract which amounts to no more than 10 percent of the total monetary value of the consultant services contract.
- e. The restrictions set forth in this section are in addition to conflict of interest restrictions imposed on public Contractors by California law. In the event of any inconsistency, such conflict of interest laws override the provisions of this section, even if enacted after execution of this Agreement.

25. Statewide or Regional Projects

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

If this Agreement involves provision of coordination, technical assistance, or other services for the California Community Colleges system or for a particular region or group of colleges, Contractor agrees to consult regularly with the Project Monitor and representatives of the colleges to be served and to give every reasonable consideration to their views in the conduct of the project.

Contractor shall require all employees, consultants, and subcontractors to disclose any employment or contractual relationships they may have with other colleges being served under a statewide or regional contract or grant. Such relationships are prohibited and shall be promptly terminated unless, after being fully informed of the circumstances, the Project Monitor determines that the services being provided to the other college by the employee, consultant, or contractor are above and beyond or unrelated to those provided under this Agreement.

26. Surveys

If this contract involves conducting a survey of community college faculty, staff, students, or administrators, Contractor shall ensure that the survey is developed, administered, tabulated, and summarized by a survey evaluator/specialist. Surveys shall conform to project goals, shall minimize the burden on the group being surveyed, and shall not collect data already available to the Contractor from the Chancellor's Office or another source.

27. Safety and Accident Prevention

In performing work under this Contract on the premises of the Chancellor's Office, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the Chancellor's Office may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

Exhibit F

Contractor's Proposal

**California Community Colleges Agreement for the
Extended Opportunity Programs and Services (EOPS)
Riverside Community College District
Contract Agreement No. 15-0042**

FY 2015-16 WORK STATEMENT

Exhibit F

The Extended Opportunity Programs and Services (EOPS) is authorized by Article 8 of Chapter 2 of Part 42 (commencing with section 69640) of the California Education Code. Education Code section 69648.5 permits the Board of Governors to use up to one percent of the funds appropriated for EOPS by the annual Budget Act to monitor program activities and to conduct the evaluation of EOPS programs operated by the districts. The Board of Governors, acting pursuant to Education Code section 780901(d), delegates the coordination of these functions to the Riverside Area Community College District (hereinafter District or Contractor) and awards this contract to support the activities described below.

The activities to be carried out under this contract may include all of the following:

1.0 Regional and Statewide Coordination

1.1 EOPS Regional Coordinators

Three regular quarterly meetings and one transitional meeting of the EOPS Regional Coordinators may be convened. Meeting expenses, travel and per diem expenses for members of the EOPS Regional Coordinators are allowable and may be paid from the contract budget.

1.2 Ad Hoc Task Groups Pertaining to EOPS

Meetings of ad hoc task groups may be convened to address issues specifically pertaining to EOPS and CARE programs. The task groups may review, discuss and recommend proposed policy changes related to the EOPS and CARE programs, e.g., program evaluation, Board of Governors fee waiver eligibility criteria; allocations funding formula(s); revisions pertaining to EOPS and CARE in the California Education Code and California Code of Regulations (Title 5); EOPS, CARE, financial aid and CalWORKs policies and issues; or other matters directly related to EOPS and CARE. Meeting expenses, travel and per diem expenses for ad hoc task group members are allowable and may be paid from the contract budget.

2.0 Miscellaneous Activities

2.1 Statewide Trainings

The Chancellor's Office will provide an annual fall term orientation and training for new EOPS directors, EOPS coordinators, EOPS assistant directors/coordinators, and CARE coordinators who have been employed in these positions for two years or less.

Furthermore, an annual spring term statewide technical assistance training will be offered as a professional development program for all campus EOPS/CARE staff, including academic and classified employees, regardless of their time employed in EOPS/CARE. The training will focus on topics pertaining to the effective operation and provision of educational support services to EOPS and CARE students and shall include, but not be limited to: laws and regulations; legislation; higher education policy; public benefits; financial aid; program evaluation; innovative and best practices; program compliance; annual audits; administrative and reporting procedures; budget, accounting and fiscal reporting; technology; and other concerns related to EOPS and CARE. The statewide technical assistance training permits CARE program coordinators to partially fulfill the requirement that they attend two statewide CARE meetings/trainings annually. Meeting expenses, travel and per diem expenses for training participants are allowable and may be paid from the contract budget.

2.2 Consulting Services

Critical expertise and consulting services to assist EOPS/CARE programs at statewide and campus levels may be needed. Consultants selected shall be subject to approval by the Chancellor's Office. Travel and per diem expenses and negotiated fees for consultants are allowable and may be paid from the contract budget.

2.3 Reproduction/Printing Services, Dissemination Activities, Etc.

Publication services (reproduction/printing/copying), dissemination/ mailing/postage, equipment purchase/rental, materials and supplies are needed to support EOPS and CARE meetings, training, programs and related activities. These expenditures are allowable and may be paid from the contract budget.

3.0 Administrative Support

3.1 Administrative Expenses

Necessary administrative and fiscal oversight are needed to support the abovementioned activities, including payments to vendors and reimbursement to individuals for travel to conduct official business on behalf of the California Community Colleges Chancellor's Office EOPS/CARE Program Unit and/or participate in state-sponsored EOPS/CARE meetings/trainings/activities. Individuals who attend state-sponsored EOPS/CARE meetings/trainings/activities may request travel reimbursement and receive the current state-approved rates for lodging, meals, transportation or per diem, if: a) contract funds are available; b) they are eligible to be reimbursed; c) claims are submitted in a timely manner within the stated period of the contract; d) claims for reimbursement are permitted for specified activities; and e) claims are approved by the Chancellor's Office. These expenditures are allowable and may be paid from the contract budget.

Exhibit G

Contractor's Cost Proposal

**California Community Colleges Agreement for the
Extended Opportunity Programs and Services (EOPS)
Riverside Community College District
Contract Agreement No. 15-0353**

FY 2015-16 BUDGET

Exhibit G

1. Regional and Statewide Coordination	\$ 11,000	
2. Miscellaneous Activities	\$ 72,895	
<i>Subtotal</i>		\$ 83,895
3. Administrative Support	\$ 8,390	
<i>Subtotal</i>		\$ 8,390
CONTRACT TOTAL		\$ 92,285

**California Community Colleges Agreement for the
Extended Opportunity Programs and Services (EOPS)
Riverside Community College District
Contract Agreement No. 15-0353**

FY 2015-2016 BUDGET SPECIFICS

Exhibit G

1.0 Regional and Statewide Coordination

May include limited travel, lodging, state per diem, and meeting expenses for campus staff, presenters and invited guests to attend regional and statewide meetings, trainings, programs and activities for EOPS/CARE.

1.1 EOPS Regional Coordinators

Travel expenses for EOPS Regional Coordinators meetings,
including facilities rental costs \$ 8,000

1.2 Ad Hoc Task Groups Pertaining to EOPS/CARE

Travel expenses for members of ad hoc task groups to meet,
including facilities rental costs \$ 17,895

Subtotal \$ 25,895

2.0 Miscellaneous Activities

May include limited travel, lodging, state per diem, and meeting expenses for campus staff and invited guests to attend regional and statewide meetings, trainings, programs and activities for EOPS/CARE.

2.1 Statewide Training

Provide fall term orientation and training for new EOPS and CARE
program directors/coordinators and spring term statewide technical
assistance training for all campus EOPS/CARE program staff
on issues related to EOPS and CARE operations and services \$ 40,000

2.2 Consulting Services

Provide critical expertise and consultation regarding issues
addressing EOPS/CARE programs \$ 1,000

2.3 Reproduction/Printing Services, Dissemination, Etc.

Reproduction/printing services, dissemination expenses, supplies,
materials and other costs needed for contract activities \$ 17,000

Subtotal \$ 58,000

Total – Activities 1.0 and 2.0 \$ 83,895

3.0 Administrative Support

3.1 Administrative Expenses

Provide necessary administrative and fiscal oversight to support the abovementioned activities as needed. Contractor shall receive 10 percent of the total planned contract award for administrative expenses. \$ 8,390

Subtotal **\$ 8,390**

CONTRACT TOTAL **\$ 92,285**

Exhibit H

Contractor's Certification Clause

CCC- 1005 (Chancellor's Office, California Community Colleges)
Contractor Certification Clauses (Rev. 12/06)

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)		Federal ID Number
RIVERSIDE Community College District		
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Aaron S. Brown, Vice Chancellor Business + Financial Services		
Date Executed	Executed in the County of	
	Riverside	

CONTRACTOR CERTIFICATION CLAUSES

1. Statement of Compliance (Nondiscrimination)

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code, § 12990 (a-f) and Cal. Code Regs., tit. 2, § 8103.) (Not applicable to public entities.)

2. Drug-Free Workplace Requirements

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, §§ 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The person's or organization's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation and employee assistance programs; and,
 4. Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed or resulting Agreement will:
 1. Receive a copy of the company's drug-free workplace policy statement; and;
 2. Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future state contracts or agreements if the Chancellor's Office determines that any of the following has occurred: (1) the Contractor has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (Gov. Code, §§ 8350 et seq.)

3. National Labor Relations Board Certification

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contr. Code, § 10296.) (Not applicable to public entities.)

4. Contracts or Agreements for Legal Services \$50,000 or More – Pro Bono Requirement

Contractor hereby certifies that Contractor will comply with the requirements of section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Agreement equal to the lesser of either:

- a. 30 multiplied by the number of full time attorneys in the firm's offices in the state, with the number of hours prorated on an actual day basis for any Agreement period of less than a full year; or
- b. 10% of its Agreement with the Chancellor's Office.

Failure to make a good faith effort may be cause for non-renewal of a state contract or agreement for legal services, and may be taken into account when determining the award of future contracts or agreements with the state for legal services.

5. Expatriate Corporations

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code sections 10286 and 10286.1, and is eligible to contract with the State of California.

6. Sweatfree Code Of Conduct

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the Chancellor's Office pursuant to the Contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that it adheres to the Sweatfree Code of Conduct as set forth

on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

- b. Contractor agrees to cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the Chancellor's Office, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph a.

7. Debarment, Suspension, And Other Responsibility Matters

If the Agreement for which this Certification is being executed is funded in whole or in part with federal funds, Executive Order 12549, Debarment and Suspension, and the implementing regulations set forth at 34 Code of Federal Regulations part 85, require that prospective participants in covered transactions, as defined at 34 Code of Federal Regulations part 85, sections 85.105 and 85.110, provide the certification set forth in paragraph a. or the explanation required by paragraph b. below.

- a. Contractor certifies that Contractor and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 8(a)(2) of this certification; and
 - 4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. Where Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Certification.

8. Domestic Partners

If the amount of this Agreement equals or exceeds \$100,000 or if this Agreement, together with any other contracts Contractor may have with the Chancellor's Office, equals or exceeds \$100,000 during any fiscal year, then Contractor certifies that it will provide the same benefits to an employee with a registered domestic partner that it provides to an employee with a spouse in accordance with the provisions of Public Contract Code section 10295.3. For any Agreement not covered by these requirements, Contractor may elect to offer domestic partner benefits to Contractor's employees in accordance with Public Contract Code section 10295.3. However, Contractor cannot require an employee to cover the costs of providing any benefits that have otherwise

been provided to all employees regardless of marital or domestic partner status. (Pub. Contr. Code, § 10295.3(d).)

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the Chancellor's Office.

1. Conflicts of Interests

Contractor needs to be aware of the following provisions regarding current or former state employees, including current or former Chancellor's Office employees or district employees working at the Chancellor's Office on an Interjurisdictional Exchange (IJE). If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the Chancellor's Office must be contacted immediately for clarification.

Current State Employees (Pub. Contr. Code, § 10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contr. Code, § 10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract or agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract or agreement while employed in any capacity by any state agency.
2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract or agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract or agreement within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contr. Code, § 10420.)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contr. Code, § 10430(e).)

2. Labor Code/Workers' Compensation

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor affirms it will comply with such provisions before commencing the performance of the work of this Agreement. (Lab. Code, § 3700.)

3. Americans With Disabilities Act

Contractor assures the Chancellor's Office that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. §§ 12101 et seq.)

4. Contractor Name Change

An Amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the Chancellor's Office will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

5. Corporate Qualifications to Do Business in California

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in Revenue & Tax Code section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. Resolution

A county, city, district, or other local public body must provide the Chancellor's Office with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. Air or Water Pollution Violation

Under the state laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution. (Gov. Code, § 4477.)

8. Payee Data Record Form (Std. 204)

This form must be completed by all contractors that are not another state agency or other government entity.

Agenda Item (VI-B-6-e)

Meeting	8/18/2015 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-e)
Subject	Contract C15-0043 with California Community College Chancellor's Office to allow Riverside City College to act as fiscal agent for the Student Success and Support Program (SSSP) set-aside fund.
College/District	Riverside
Funding	Grants and Categorical Programs
Recommended Action	It is recommended that the Board of Trustees approve contract C15-0043 for the time frame of July 1, 2015 through October 31, 2016 in the amount of \$849,626.

Background Narrative:

Contract C15-0043 allows Riverside City College to act as the fiscal agent for the California Community College Chancellor's Office for the purpose of coordinating the disbursement of the set-aside funds. The set-aside funds support various statewide committees, workgroups and subcommittees providing technical assistance, training, consultation and special activities to enhance the Student Success and Support Programs (SSSP). Fiscal administration may include payment for meeting expenses and travel and per diem expenses for Student Success and Support Program and Student Equity professionals. In addition, payments may also include meeting facilities, disability accommodations, workshop materials, development of training materials, printing, mailing costs, and other directly related costs.

The contract was received from the State Chancellor's Office on July 14, 2015 and will be implemented upon Board approval. Activities for reimbursement are retroactive to July 1, 2015.

Prepared By: Wolde-Ab Isaac, President, Riverside
Mazie Brewington, Vice President, Business Services (Riv)
Michael Wright, Director, Workforce Preparation Grants and Contracts

Attachments:

[C15-0043 SSSP Set-Aside](#)

STATE OF CALIFORNIA
STANDARD AGREEMENT
 CCC 213 (Rev 03/06)

AGREEMENT NUMBER C15-0043
REGISTRATION NUMBER

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

STATE AGENCY'S NAME
 BOG, California Community Colleges, Chancellor's Office

CONTRACTOR'S NAME
Riverside CCD

2. The term of this Agreement is: July 1, 2015 through October 31, 2016

3. The maximum amount of this Agreement is: \$ 849,629.00

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	1 page(s)
Exhibit B – Budget Detail and Payment Provisions	2 page(s)
Exhibit C – General Terms and Conditions (Attached hereto as part of this Agreement)	6 page(s)
Exhibit D – Special Terms and Conditions (Attached hereto as part of this Agreement)	12 page(s)
Exhibit E – Request for Proposals (Attached hereto as part of this Agreement)	0 page(s)
Exhibit F – Contractor's Proposal (Attached hereto as part of this Agreement)	2 page(s)
Exhibit G – Contractor's Cost Proposal (Attached hereto as part of this Agreement)	2 page(s)
Exhibit H – Contractor Certification Clauses, Chancellor's Office Form CCC-1005 (Attached hereto as part of this agreement)	5 page(s)
Exhibit I – Additional Provisions	0 page(s)

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

CONTRACTOR		Chancellor's Office, California Community Colleges Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Riverside CCD		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Aaron S. Brown Vice Chancellor Business & Financial Services		
ADDRESS 4800 Magnolia Ave., Riverside, CA 92506		
STATE OF CALIFORNIA		
AGENCY NAME BOG, California Community Colleges, Chancellor's Office		Exempt from DGS approval pursuant to AB 1441, Chapter 36 of the Statutes of 2000
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Erik Skinner, Deputy Chancellor		
ADDRESS 1102 Q Street, Suite 4554, Sacramento, CA 95811-6539		

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 849,629.00	PROGRAM/CATEGORY (CODE AND TITLE)			FUND TITLE
	Local Assistance (OPTIONAL USE)			General
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	ITEM	CHAPTER	STATUTE	FISCAL YEAR
	6870-101-0001		2015	2015-16
TOTAL AMOUNT ENCUMBERED TO DATE \$ 849,629.00	OBJECT OF EXPENDITURE (CODE AND TITLE)			
	5218-751-21103			
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>		T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER			DATE	

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. Services to Be Provided

Contractor agrees to provide to the Chancellor's Office of the California Community Colleges (hereinafter referred to as the Chancellor's Office) the services specified in the Contractor's Proposal, Exhibit F, and as further described herein. Exhibit F is attached hereto and by reference made a part of this Agreement.

2. Project Representatives

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

Chancellor's Office: Project Monitor	Contractor: Project Director
Name: Debra Sheldon/Barbara Kwoka	Name: Dr. Michael Wright
Phone: (916) 322-2818/(916) 323-0799	Phone: (951) 222-8968
Fax: (916) 327-8232	Fax:

Direct inquiries regarding terms or conditions of the agreement should be made to:

Chancellor's Office: Contract Manager	Contractor: Riverside CCD
Name: Wendy Lozoya	Name: Dr. Michael Wright
Address: 1102 Q Street, Suite 4554, Sacramento, CA 95811-6539	Address: 1533 Spruce Street, Riverside, CA 92507
Phone: (916) 327-5906	Phone: (951) 222-8968
Fax:	Fax:

3. Contractor's Project Director and Key Personnel

Substitution of Contractor's Project Director, as indicated in provision 2. above, or Contractor's key personnel, as indicated in the Contractor's Proposal (Exhibit F), may not be made without the prior written approval of the Chancellor's Office Project Monitor.

4. Chancellor's Office Project Monitor

The Project Monitor is responsible for overseeing the project as a whole, and any questions or problems relating to the project should be directed to the Project Monitor. If necessary, the Chancellor's Office may change the Project Monitor by written notice sent to the Contractor.

5. Chancellor's Office Contract Manager

The Chancellor's Office may change the Contract Manager by written notice given to the Contractor. Any questions relating to the terms or conditions of the Agreement document should be addressed to the Contract Manager.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Costs and Payments

- a. In consideration of satisfactory performance of this Agreement, the Chancellor's Office agrees to pay the Contractor costs in accordance with the Contractor's Cost Proposal, Exhibit G, which is also attached hereto and by reference made a part of this Agreement.
- b. The total amount payable under this Agreement shall not exceed the maximum amount of this Agreement, specified on the face page of this Agreement. Payment shall be made according to the apportionment schedule set forth in the California Code of Regulations, title 5, section 58870, except that the final payment will not be made until the final report has been submitted and approved. If the final report is not submitted by the deadline date set forth in section 6 of Exhibit D, the Chancellor's Office may make the final payment through a claim schedule. If total expenditures are less than the apportionment payments, the Chancellor's Office may invoice the Contractor for the excess amount.

2. Budget Changes

Changes in budget line item amounts which are up to and including ten percent of the total budget amount may be made with the prior written approval of the Project Monitor. Changes in budget line item amounts which are greater than ten percent of the total budget amount may be made only through a written and duly executed amendment to this Agreement.

3. Budget Contingency Clause

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of state or federal funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after the determination was made.
- b. It is mutually agreed that if the state or federal budget for the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the Chancellor's Office shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- c. If funding for any fiscal year is reduced or deleted by the state or federal budget for purposes of this program, the Chancellor's Office shall have the option to either cancel this Agreement with no liability occurring to the Chancellors Office, or offer an Agreement Amendment to Contractor to reflect the reduced amount.
- d. Contractor shall inform any subcontractors that any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.
- e. In addition, this Agreement is subject to any additional restrictions, limitations or conditions enacted in the state or federal budget and/or laws and Executive Orders that may affect the provisions, term, or funding of this Agreement in any manner.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

4. Fiscal Reports

Contractor shall furnish detailed itemization of and retain all records relating to direct expenses reimbursed to Contractor hereunder and to hours of employment on this Agreement by any employee of Contractor for which the Chancellor's Office is billed.

Invoices for services rendered are to be delivered to the Accounting Office, California Community Colleges, 1102 Q Street, Suite 4554, Sacramento, CA 95811-6539.

5. Prompt Payment Clause

If Contractor is not a community college district or other public entity, payment will be made in accordance with, and within the time specified in, chapter 4.5 of part 3 of division 3.6 of title 1 of the Government Code, commencing with section 927.

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

1. Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

2. Assignment

Contractor may not transfer by assignment or novation the performance of this Agreement or any part thereof except with the prior written approval of the Project Monitor. Nor may Contractor, without the prior written consent of the Project Monitor, assign any other right that Contractor may have under this Agreement. Each assignment that is approved by the Project Monitor shall contain a provision prohibiting further assignments to any third or subsequent tier assignee without additional written approval by the Project Monitor. The Project Monitor's consent to one or more such assignments or novations shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent assignment or novation.

3. Audit

Contractor agrees that the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code, § 8546.7; Pub. Contr. Code, §§ 10115 et seq.; Cal. Code Regs., tit. 2, § 1896.)

4. Indemnification

Contractor agrees to indemnify, defend and save harmless the State, the Board of Governors of the California Community Colleges, the Chancellor's Office, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all employees, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement. Such defense and payment will be conditional upon the following:

- a. The Chancellor's Office will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b. Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

1. When substantial principles of government or public law are involved, when litigation might create precedent affecting future Chancellor's Office operations or liability, or when involvement of the Chancellor's Office is otherwise mandated by law, the Chancellor's Office may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);
2. The Chancellor's Office will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
3. The Chancellor's Office will reasonably cooperate in the defense and in any related settlement negotiations.

5. Disputes

In the event of a dispute, the parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor agrees to file a "Notice of Dispute" with the Chancellor's Office, California Community Colleges, within ten (10) days of discovery of the problem. Within ten (10) days, the Chancellor or his or her designee shall meet with Contractor and the Project Monitor for purposes of resolving the dispute. The decision of the Chancellor shall be final.

In the event of a dispute, the language contained in Exhibits A through D of this Agreement shall prevail over any other language including that contained in any other Exhibits.

Contractor shall continue with the responsibilities under this Agreement during any dispute.

6. Termination

- a. Bankruptcy. In the event proceedings in bankruptcy are commenced against the Contractor, Contractor is adjudged bankrupt or a receiver is appointed and qualifies, then the Chancellor's Office may terminate this Agreement and all further rights and obligations hereunder, by giving five days notice in writing in the manner specified herein. It is recognized by the parties that equipment purchased by Contractor or the Chancellor's Office for this project shall have lien rights held in the name of the Chancellor's Office which shall retain lien rights until the Contractor either returns said equipment to the Chancellor's Office or purchases it as is provided by the terms of this Agreement.
- b. Termination Option. The Chancellor's Office may, at its option, terminate this Agreement at any time upon giving thirty (30) days' advance notice in writing to Contractor in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. In such event, the Chancellor's Office shall pay Contractor for all satisfactory services rendered and expenses incurred prior to such termination which could not by reasonable efforts of Contractor have been avoided, but not in excess of the maximum payable under this Agreement. In such event, Contractor agrees to relinquish possession of equipment purchased for this project to the Chancellor's Office or Contractor may, with approval of the Chancellor's Office, purchase said equipment as provided by the terms of this Agreement.

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

- c. **Event of Breach.** In the event of any breach of this Agreement, the Chancellor's Office may, without any prejudice to any of its other legal remedies, terminate this Agreement upon five days' written notice to the Contractor. In the event of such termination the Chancellor's Office may proceed with the work in any manner deemed proper by the Chancellor's Office. The cost to the Chancellor's Office shall be deducted from any sum due the Contractor under this Agreement, and the balance, if any, shall be paid to the Contractor upon demand. Whether or not the Chancellor's Office elects to proceed with the project, Chancellor's Office shall pay Contractor only the reasonable value of the services theretofore rendered by Contractor as may be agreed upon by the parties or determined by a court of law.
- d. **Gratuities.** The Chancellor's Office may, by written notice to the Contractor, terminate the right of Contractor to proceed under this Agreement if it is found, after notice and hearing by the Chancellor or his or her duly authorized representative, that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the Chancellor's Office with a view toward securing a contract or agreement or securing favorable treatment with respect to awarding or amending or making a determination with respect to the performance of such contract or agreement.

In the event this Agreement is terminated as provided herein, Chancellor's Office shall be entitled to (1) pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and (2) exemplary damages in an amount which shall be not less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee, as a penalty in addition to any other damages to which it may be entitled by law.

The rights and remedies of Chancellor's Office provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

7. Independent Status of Contractor

The Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California or the Chancellor's Office.

8. Recycling Certification

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in Public Contract Code section 12200, in products, materials, goods, or supplies offered or sold to the state in the performance of this Agreement, regardless of whether the product meets the requirements of Public Contract Code section 12209. With respect to printer or duplication cartridges that comply with the requirements of section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply. (Pub. Contr. Code, § 12205.)

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

9. Nondiscrimination Clause

- a. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age, sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- b. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- c. Contractor and its subcontractors shall also comply with the provisions of Government Code sections 11135-11139.8.
- d. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

10. Certification Clauses

The Contractor Certification Clauses contained in Chancellor's Office form CCC-1005 are hereby incorporated by reference and made a part of this Agreement by this reference, and are attached hereto as Exhibit H.

11. Timeliness

Time is of the essence in this Agreement.

12. Compensation

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

13. Governing Law

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Agreement shall be in Sacramento County, Sacramento, California.

14. Antitrust Claims

The Contractor, by signing this agreement, hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of section 16750 of the Business and Professions Code. (Gov. Code, § 4550(a).)
 2. "Public purchasing body" means the State or the subdivision or agency making a public purchase. (Gov. Code, § 4550(b).)
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (chapter 2 (commencing with section 16700) of part 2 of division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. (Gov. Code, § 4552.)
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (Gov. Code, § 4553.)
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (Gov. Code, § 4554.)

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

15. Child Support Compliance Act

For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code section 7110, that:

- a. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in chapter 8 (commencing with section 5200) of part 5 of division 9 of the Family Code; and
- b. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

16. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

17. Priority Hiring Considerations

If this Agreement includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The Chancellor's Office will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Subcontracts

- a. The Contractor agrees to obtain the written approval of the Project Monitor prior to the selection of subcontractor(s) to perform the services under this Agreement, at which time the Chancellor's Office will inform the Contractor of any applicable legal requirements regarding disabled veteran business enterprise participation requirements and the use of the Request for Proposals primary or two-tier method. Subcontractors specifically identified in this Agreement or the Exhibits attached hereto and which are secured in accordance with applicable legal requirements are deemed to be approved upon execution of this Agreement.
- b. In any event, any additional subcontractor(s) retained by the Contractor shall be selected using procedures reasonably calculated to ensure that cost shall be given substantial weight in the selection process, and that the selected subcontractor is the best qualified party available to provide the required services. Upon request, Contractor shall furnish evidence of compliance with this provision to the Project Monitor. Contractor shall immediately notify the Project Monitor in the event that any subcontract is terminated.
- c. All subcontracts shall contain a provision prohibiting any third or subsequent tier subcontracts without additional written approval by the Project Monitor.
- d. The Project Monitor's consent to one or more subcontracts shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent subcontract.
- e. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Chancellor's Office and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the Chancellor's Office for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is independent from the obligation of the Chancellor's Office to make payments to the Contractor. As a result, the Chancellor's Office shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

3. Subcontract Payments

Contractor shall obtain the written approval of the Project Monitor and the Executive Vice Chancellor, or his/her designee, before making payments under this Agreement to any subcontractors.

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

4. Notice

Any notice to either party which is required or permitted to be given under this Agreement shall be given by certified mail properly addressed, postage fully prepaid to the address beneath the name of each respective party. Such notice shall be effective when received, as indicated by post office records, or if deemed undeliverable by post office, such notice shall be postponed 24 hours for each such intervening day.

5. Interpretation

In the interpretation of this Agreement, any inconsistencies between the terms of Exhibits A through D and the language of any other Exhibit or document shall be resolved in favor of the terms of Exhibits A through D.

6. Reports

a. **Monthly Progress Reports.** Except as otherwise specified by the Chancellor's Office, Contractor shall provide a progress report in writing at least once a month to the Project Monitor. Each progress report shall include, but not be limited to, a statement that the Contractor is or is not on schedule, and any pertinent reports or interim findings. Contractor shall discuss any difficulties or special problems so that remedies can be developed as soon as possible. Contractor shall provide four copies by the tenth of the month following the month to which it relates.

b. **Final Report.** By November 30, 2016, Contractor shall provide the Project Monitor a comprehensive Final Report, a brief summary of same, and a brief (200 words or less), factual abstract of the final report.

1. **Summary.** The summary shall include a statement of the problem, techniques used to solve the problem, conclusions of the problem, and any additional follow-up or ongoing recommendations. The summary shall be prepared in language and structure easily understood by members of the public who may have limited technical background. Contractor shall provide the Chancellor's Office with ten (10) copies and a reproducible master.

2. **Abstracts.** Contractor shall provide a brief (200 words or less), factual abstract of the most significant information contained in the report.

Contractor shall meet with Chancellor's Office staff to present the findings, conclusions, and recommendations. Both the final meeting and final report must be completed on or before the date specified above for submission of the final report.

The Contractor shall be available from November 30, 2016, to and including - December 31, 2016, to answer questions pertaining to the Final Report and/or revise the Final Report.

c. The Chancellor's Office reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Agreement and authorize others to use or reproduce such materials.

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

- d. All reports are to be delivered to the Project Monitor, Chancellor's Office, California Community Colleges, 1102 Q Street, Suite 4554, Sacramento, CA 95811-6539
- e. Any document or written report prepared, in whole or in part, by Contractor or subcontractors, shall contain the numbers and dollar amounts of this Agreement and all subcontracts relating to the preparation of such document or written report. The Agreement and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. (Gov. Code, § 7550(a).)
- f. When multiple documents or written reports are the subject or product of this Agreement, the disclosure section must also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. (Gov. Code, § 7550(b).)

7. Copyright and Intellectual Property

- a. Contractor agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, computer programs, computer software, and/or trademarks or servicemarks first created, developed or produced pursuant to this Agreement, whether by Contractor or subcontractors, shall be and are Work for Hire. All subcontracts shall include a Work for Hire provision by which all materials, procedures, processes, machines, computer programs, computer software, and trademarks or servicemarks produced as a result of this Agreement shall be Work for Hire. All rights, title, and interest in and to the Work first developed under this Agreement or under any subcontract shall be assigned and transferred to the Chancellor's Office. This Work for Hire agreement shall survive the expiration or early termination of this Agreement.
- b. The copyright for all materials first produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office. Contractor, and all subcontractors and others that produce copyright materials pursuant to this Agreement, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office. The Chancellor's Office shall acknowledge Contractor or its subcontractors, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office will license such copyrighted work with a Creative Commons CC BY license. The license will allow Contractor or its subcontractors, if any, to reproduce and disseminate copies of such work, provided the licensee agrees not to permit infringement of the copyright by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement.
- c. All materials first developed in draft and in final form pursuant to this Agreement shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.," followed by the year created; and the words "Chancellor's Office, California Community Colleges." In addition, all such materials shall bear the Creative Commons CC BY symbol below. Acknowledgment may be given to Contractor or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office or Contractor that the copyright

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

be registered with the U.S. Copyright Office, Contractor will be responsible for applying for, paying the filing fees for, and securing said copyright.



- d. All technical communications and records originated or first prepared by Contractor or its subcontractors, if any, pursuant to this Work for Hire agreement including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not including Contractor's administrative communications and records relating to this Agreement, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.
- e. If it is deemed necessary by either the Chancellor's Office or Contractor that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufactures, or composition of matter, Contractor will be responsible for applying for, paying the filing fees for, and securing said patent. All patents for inventions, processes, machines, manufactures, or compositions of matter developed pursuant to this Agreement shall be issued to the "Chancellor's Office, California Community Colleges." All products and references to patents shall be marked and designated as such as required by law. Acknowledgment may be given to Contractor or the actual inventor(s) in an appropriate manner. The Chancellor's Office agrees to grant a nonexclusive license for such intellectual property to Contractor. Said license shall include the right to use the patent for inventions, processes, machines, manufactures, or compositions of matter derived from those created under this Agreement.
- f. All trademarks and servicemarks first created, developed or acquired pursuant to this Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or Contractor that a trademark or servicemark be registered with state or federal agencies, Contractor will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Agreement shall be issued to the "Chancellor's Office, California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Agreement to Contractor.
- g. In connection with any license granted pursuant to the preceding paragraphs, Contractor agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Contractor may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.
- h. Any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, computer programs, computer software, and trademarks or servicemarks created, developed or produced pursuant to this Agreement by subcontractors that create works for this Agreement for Contractor are for and are the property of the Chancellor's Office. Contractor shall obtain an acknowledgement of the work for hire performed by these subcontractors that produce intellectual property pursuant to this Agreement, and all rights, title, and interests in such property shall be assigned to

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

the Chancellor's Office from all subcontractors. Contractor shall incorporate the above applicable paragraphs, modified appropriately, into its agreements with subcontractors that create works for this Agreement. No unpaid volunteer or other person shall produce copyright materials under this Agreement without entering into a subcontract between such person(s) and Contractor giving the Chancellor's Office the foregoing rights in exchange for the payment of the sum of at least one dollar (\$1).

8. Public Hearings

If public hearings on the subject matter dealt with in this Agreement are held during the period of the Agreement, Contractor will make available the personnel assigned to this Agreement for the purpose of testifying. Chancellor's Office will reimburse Contractor for compensation and travel of said personnel at the contract rates for such testimony as may be requested by Chancellor's Office.

9. Confidentiality of Data and Reports

- a. To the extent permissible by law, Contractor will not disclose data or disseminate the contents of the final or any preliminary report without the express written permission of the Project Monitor.
- b. Permission to disclose information on one occasion or at public hearings held by the Chancellor's Office relating to the same shall not authorize Contractor to further disclose such information or disseminate the same on any other occasion.
- c. Contractor will not comment publicly to the press or any other media regarding its report, or the actions of the Chancellor's Office on the same, except to Chancellor's Office staff, Contractor's own personnel involved in the performance of this Agreement, or at a public hearing, or in response to questions from a legislative committee.
- d. If requested by Chancellor's Office, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by Chancellor's Office and shall supply Chancellor's Office with evidence thereof.
- e. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and nondisclosure of the same.

10. Provisions Relating to Data

- a. "Data" as used in this Agreement means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may for example, document research or experimental, developmental or engineering work, or be used to define a design or process or to support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical models, collections or extrapolations of data or information, etc. It may be in machine form such as punched cards, magnetic tape or computer printouts, or may be retained in computer memory.
- b. "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under Contractor's control prior to commencement of performance of this

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

Agreement, and which Contractor has reasonably demonstrated as being of a proprietary nature either by reason of copyright, patent or trade secret doctrines in full force and effect at the time when performance of this Agreement is commenced. The title to "proprietary data" shall remain with the Contractor throughout the term of this agreement and thereafter. As to "proprietary data," the extent of Chancellor's Office access to the same and the testimony available regarding the same shall be limited to that reasonably necessary to demonstrate in a scientific manner to the satisfaction of scientific persons the validity of any premise, postulate or conclusion referred to or expressed in any deliverable hereunder.

- c. "Generated data" is that data which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at the expense of the Chancellor's Office, together with complete documentation thereof, shall be treated hereunder in the same manner as "generated data." "Generated data" shall be the property of the Chancellor's Office unless and only to the extent that it is specifically provided otherwise herein.
- d. "Deliverable data" is that data which under the terms of this Agreement is required to be delivered to the Chancellor's Office and shall belong to the Chancellor's Office.
- e. As to "generated data" which is reserved to Contractor by the express terms hereof and as to any preexisting or "proprietary data" which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, Contractor shall preserve the same in a form which may be introduced as evidence in a court of law at Contractor's own expense for a period of not less than three years after receipt by the Chancellor's Office of the final report herein.
- f. Prior to the expiration of such time and before changing the form of or destroying any such data, Contractor shall notify the Chancellor's Office of any such contemplated action and Chancellor's Office may, within thirty (30) days after said notification, determine whether it desires said data to be further preserved. If Chancellor's Office so elects, the expense of further preserving said data shall be paid for by the Chancellor's Office. Contractor agrees that Chancellor's Office may at its own expense have reasonable access to said data throughout the time during which said data is preserved. Contractor agrees to use his or her best efforts to furnish competent witnesses or to identify such competent witnesses to testify in any court of law regarding said data.

11. Ownership of Data And Reports

Data developed for this Agreement shall become the property of the Chancellor's Office. It shall not be disclosed without the permission of the Project Monitor. Each report shall also become the property of the Chancellor's Office and shall not be disclosed except in such manner and such time as the Project Monitor may direct.

12. Approval of Products and Deliverables

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

- a. Each deliverable to be provided under this Agreement shall be submitted to and approved by the Project Monitor. All products, documents and published materials, including multimedia presentations, shall be approved by the Project Monitor prior to distribution.
- b. All products resulting from this Agreement or its subcontracts in whole or in part shall reference the Chancellor's Office, California Community Colleges and the specific funding source.
- c. All references to the project shall include the phrase, "funded in part by the Chancellor's Office, California Community Colleges."

13. Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the Chancellor's Office to enforce at any time any of the provisions of this Agreement, or to require at any time performance by Contractor of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Agreement or any part thereof or the right of Chancellor's Office to thereafter enforce each and every such provision.

14. Work by Chancellor's Office Personnel

Staff of the Chancellor's Office will be permitted to work side by side with Contractor's staff to the extent and under conditions that may be directed by the Project Monitor. In this connection, staff of the Chancellor's Office will be given access to all data, working papers, subcontracts, etc., which Contractor may seek to utilize.

Contractor will not be permitted to utilize staff of the Chancellor's Office for the performance of services that are the responsibility of Contractor unless such utilization is previously agreed to in writing by the Project Monitor, and any appropriate adjustment in price is made. No charge will be made to Contractor for the services of employees of the Chancellor's Office while performing, coordinating or monitoring functions.

15. Changes in the Timing of Performance of Tasks

The timing for performance of the tasks may be changed by written approval of the Project Monitor. However, the date for completion of the Agreement and the total Agreement price, as well as all other terms not specifically excepted, may only be altered by formal amendment of this Agreement.

16. Travel and Per Diem

- a. For purposes of payment, Contractor's headquarters shall be the city designated in the signature block. Travel outside the State of California shall not be reimbursed without the prior written authorization of the Project Monitor, or unless otherwise expressly so provided in the terms of this Agreement.
- b. The travel and per diem rates allowed for Contractor, staff, and subcontractors shall be those currently set forth by the Department of General Services (see State Administrative Manual (SAM) chapter 0700 and Appendix (Travel Guide, S-1)) and Department of

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

Personnel Administration (DPA) Rules (Cal. Code Regs., §§ 599.615, et seq.). These Rules are subject to change at any time. Travel expenditures not listed in the DPA Rules cannot be reimbursed.

- c. Contractor must use the Contractor's formally printed invoice or letterhead, and must sign and date the claim prior to submission to the Chancellor's Office for payment.
- d. Questions regarding reimbursable items and/or limits may be directed to the Chancellor's Office Accounting Administrator at (916) 327-5355.
- e. Itemized invoices, prepared in triplicate, stating Agreement number and social security number or federal identification number, shall be submitted to:

Accounting Unit
Chancellor's Office
California Community Colleges
1102 Q Street, Suite 4554
Sacramento, CA 95811-6539

17. Captions

The clause headings appearing in this agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.

18. Accessibility for Persons with Disabilities

By signing the Contractor's Certification (Chancellor's Office form CCC-1005, attached hereto as Exhibit H), Contractor agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. In addition, by signing this Agreement, Contractor further agrees to the following:

- a. Contractor shall, upon request by any person, make any materials produced with funds pursuant to this Agreement available in braille, large print, electronic text, or other appropriate alternate format. Contractor shall establish policies and procedures to respond to such requests in a timely manner.
- b. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Contractor, whether purchased, leased or provided under some other arrangement for use in connection with this Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.
- c. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>) or similar guidelines developed by the Chancellor's Office.

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

- d. Contractor shall respond, and shall require its subcontractors to respond to and resolve any complaints regarding accessibility of its products and services as required by this section.
- e. Contractor and its subcontractors shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.
- f. Contractor shall incorporate the requirements of this section into all subcontracts.

19. Eligibility for Noncitizens

Funds provided under this Agreement shall only be used to employ, contract with, or provide services to citizens of the United States or noncitizens who are eligible to receive public benefits pursuant to Section 401 (with respect to federally funded activities) or Section 411 (with respect to state funded activities) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193, codified at 42 U.S.C. §§ 601 and 611, respectively). Contractor certifies that all of its employees and/or subcontractors are qualified pursuant to these provisions.

20. Performance Evaluation

If this Agreement involves Consultant Services, the performance of the Contractor shall be evaluated by the Project Monitor on a "Contract/Contractor Evaluation" form Std. 4. If the performance is unsatisfactory, the Contractor will be allowed to prepare a statement defending Contractor's performance. This statement must be received by the Project Monitor within thirty (30) days after Contractor's receipt of the evaluation.

The evaluation form and any related material will be kept on file at the Chancellor's Office.

21. Commissions and Contingency Agreements

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Chancellor's Office shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

22. Licenses and Permits

If the Contractor is an individual, firm or corporation, Contractor must be licensed to do business in California and shall obtain at his/her/its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary, however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the Chancellor's Office a copy

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

of your business license or incorporation papers for your respective state showing that your company is in good standing in that state.

In the event, any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide the Chancellor's office with a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the Chancellor's Office may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

23. Standards of Conduct

In addition to the Conflicts of Interests provisions in the Contractor's Certification (Chancellor's Office form CCC-1005, attached hereto as Exhibit H), Contractor hereby assures that, in administering this Agreement, it will comply with the standards of conduct hereinafter set out, as well as the applicable state laws concerning conflicts of interests, in order to maintain the integrity of the Agreement and to avoid any potential conflicts of interests in its administration.

- a. Every reasonable course of action will be taken by Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Agreement will be administered in an impartial manner. The Contractor, and its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, or special interest.
- b. Conducting Business with Relatives. No relative by blood, adoption, or marriage of any officer or employee of Contractor will receive favorable treatment in the award of subcontracts or in educational or employment opportunities funded by this Agreement.
- c. Conducting Business Involving Close Personal Friends and Associates. In administering this Agreement, officers and employees of Contractor will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.
- d. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor's Office employees, in administering this Agreement, officers and employees of Contractor will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.
- e. Contractor shall not enter into any subcontract of the types described below and any such agreement which may be executed is null and void and of no force or effect.
 1. A former state employee (including a Chancellor's Office employee, or a district employee who worked for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract under this Agreement with Contractor if that employee was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Agreement while employed by the state. (Gov. Code, §§ 1090, et seq., 87100, and 87400 et seq.; Cal. Code Regs., tit. 5, §§ 18741.1 and 18747.)

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

2. A current state employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract with Contractor, with the exception of rank-and-file employees of the California State University and the University of California. (Pub. Contr. Code, § 10410.)
3. The spouse or immediate family of a current Chancellor's Office employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) may not enter into a subcontract with Contractor if the Chancellor's Office employee or person on an IJE was engaged in the negotiations, transactions, planning, arrangement or any part of the decisionmaking process relevant to this Agreement or the subcontract, or had any influence whatsoever in the making of this Agreement or the subcontract. (Gov. Code, §§ 1090, et seq.; and 87100.)

24. Follow-on Contracts

- a. By signing this Agreement, Contractor certifies that neither the Contractor nor any of its affiliates or subcontractors previously received a consulting services contract from the Chancellor's Office which resulted in a recommendation by Contractor, its affiliates or subcontractors for the provision of services, procurement of goods or supplies, or any other related action which is now to be provided or performed under this Agreement. (Pub. Contr. Code, § 10365.5.)
- b. For purposes of this section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c. Should the Chancellor's Office determine, at any time, that the certification contained in paragraph a. is false or inaccurate, the Chancellor's Office may deem contractor to be in breach of this Agreement and may terminate the Agreement as provided in the Termination provisions of section 6.c. of Exhibit C to the Agreement. However, to the extent permissible by law, the Chancellor's Office or its designee, may waive the restrictions set forth in this section by written notice to the Contractor if the Chancellor's Office determines their application would not be in the best interest of the Chancellor's Office.
- d. Except as prohibited by law, the restrictions of this section will not apply to a Contractor, including any person, firm, or affiliate, that is awarded a subcontract of a consultant services contract which amounts to no more than 10 percent of the total monetary value of the consultant services contract.
- e. The restrictions set forth in this section are in addition to conflict of interest restrictions imposed on public Contractors by California law. In the event of any inconsistency, such conflict of interest laws override the provisions of this section, even if enacted after execution of this Agreement.

25. Statewide or Regional Projects

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

If this Agreement involves provision of coordination, technical assistance, or other services for the California Community Colleges system or for a particular region or group of colleges, Contractor agrees to consult regularly with the Project Monitor and representatives of the colleges to be served and to give every reasonable consideration to their views in the conduct of the project.

Contractor shall require all employees, consultants, and subcontractors to disclose any employment or contractual relationships they may have with other colleges being served under a statewide or regional contract or grant. Such relationships are prohibited and shall be promptly terminated unless, after being fully informed of the circumstances, the Project Monitor determines that the services being provided to the other college by the employee, consultant, or contractor are above and beyond or unrelated to those provided under this Agreement.

26. Surveys

If this contract involves conducting a survey of community college faculty, staff, students, or administrators, Contractor shall ensure that the survey is developed, administered, tabulated, and summarized by a survey evaluator/specialist. Surveys shall conform to project goals, shall minimize the burden on the group being surveyed, and shall not collect data already available to the Contractor from the Chancellor's Office or another source.

27. Safety and Accident Prevention

In performing work under this Contract on the premises of the Chancellor's Office, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the Chancellor's Office may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

**California Community Colleges
Student Success and Support Program Contract Agreement**

**Riverside Community College District
Contract Agreement No. C15-0043
2015-16 Contract Year
July 1, 2015 thru October 31, 2016**

**Exhibit F
Work Statement**

Subsection (d) of section 78216 of the California Education Code authorizes the Board of Governors to designate up to five percent of the funds appropriated for Student Success and Support Program (SSSP) by the annual Budget Act for administrative support of Student Success and Support Program (SSSP) operated by districts. The Board of Governors, acting pursuant to Education Code section 70901(d), delegates the coordination of these functions to the Riverside Community College District (hereinafter District or Contractor) and awards this contract to support the activities described below.

The activities to be carried out under this contract shall include, but not be limited to, the following:

I. Regional and State Coordination and Consultation

Provide support for various statewide committees, workgroups, and subcommittees. Committees include but are not limited to the Counseling Advisory Group, Assessment Advisory Committee, Student Success and Support Program Advisory Committee, Student Success and Support Program Assessment Workgroup, Noncredit SSSP Advisory Committee, and the Student Equity Advisory Committee. This may include regional or statewide technical assistance trainings on various related topics. The costs include payment for consultants, meeting expenses, meeting facilities, disability accommodations, travel expenses, per diem, workshop materials and supplies, development of training materials, printing and mailing costs, and other related costs.

II. In-Service Training and Technical Assistance

Support and sponsor workshops, training and technical assistance (TA), and other strategies for Student Success and Support Program (SSSP) and Student Equity professionals, including SSSP and Student Equity coordinators and staff, counselors, admissions officers, assessment professionals, institutional researchers, and student services administrators, in order to share information on effective strategies and practices in the delivery of services that support student success. Workshop and TA topics may include, but are not limited to: title 5 updates, multiple measures, centralized assessment, data collection and reporting requirements, and New Director Training. This may include providing support for the development and implementation of request for applications (RFA). The costs include payment for consultants, meeting expenses, meeting facilities, disability accommodations, travel expenses, per diem, workshop materials and supplies, development of training materials (e.g., CCC Student Success and Support Program Handbook), printing and mailing costs, and other related costs.

III. Special Activities

Support special activities to enhance the Student Success and Support Program by research and planning in the areas of SSSP, assessment, multiple measures, and student success. This may include review of the assessment instruments (for approval /disapproval) used by the colleges, make recommendations for additional assessment instruments, conduct SSSP and Student

Equity research, define disproportionate impact and develop guidance for colleges to use, and supporting projects in the area of student equity, ESL Test Development, and special projects. The costs include consultant fees, development of training materials, supplies, travel expenses, printing and mailing costs.

IV. Administrative Support

Administrative Support:

Provide necessary administrative and fiscal oversight to support the above activities, including support with the RCCD request for applications (RFA) process to procure psychometric support and monthly budget status reports by activity provided to the state's project monitor.

**California Community Colleges
Student Success and Support Program Contract Agreement**

**Riverside Community College District
Contract Agreement No. C15-0043
2015-16 Contract Year**

**Exhibit G
Budget Summary**

I.	Regional and State Coordination and Consultation	\$283,765
II.	In-Service Training and Technical Assistance	\$279,625
III.	Special Activities	\$209,000
	Contract Subtotal	\$772,390
IV.	Administrative Support @ 10%	\$ 77,239
	Contract Total	\$849,629

Budget Specification

I. Regional and State Coordination and Consultation

Provide support for various statewide committees, workgroups, and subcommittees. Committees include but are not limited to the Counseling Advisory Group, Assessment Advisory Committee, Student Success and Support Program Advisory Committee, Student Success and Support Program Assessment Workgroup, Noncredit SSSP Advisory Committee, and the Student Equity Advisory Committee. This may include regional or statewide technical assistance trainings on various related topics. The costs include payment for consultants, meeting expenses, meeting facilities, disability accommodations, travel expenses, per diem, workshop materials and supplies, development of training materials, printing and mailing costs, and other related costs.

SUBTOTAL: \$283,765

II. In-Service Training and Technical Assistance

Support and sponsor workshops, training and technical assistance (TA), and other strategies for Student Success and Support Program (SSSP) and Student Equity professionals, including SSSP and Student Equity coordinators and staff, counselors, admissions officers, assessment professionals, institutional researchers, and student services administrators, in order to share information on effective strategies and practices in the delivery of services that support student success. Workshop and TA topics may include, but are not limited to: title 5 updates, multiple measures, centralized assessment, data collection and reporting requirements, and New Director Training.

This may include providing support for the development and implementation of request for applications (RFA). The costs include payment for consultants, meeting expenses, meeting facilities, disability accommodations, travel expenses, per diem, workshop materials and supplies, development of training materials (e.g., CCC Student Success and Support Program Handbook), printing and mailing costs, and other related costs.

SUBTOTAL: \$279,625

III. Special Activities

Support special activities to enhance the Student Success and Support Program by research and planning in the areas of SSSP, assessment, multiple measures, and student success. This may include review of the assessment instruments (for approval /disapproval) used by the colleges, make recommendations for additional assessment instruments, conduct SSSP and Student Equity research, define disproportionate impact and develop guidance for colleges to use, and supporting projects in the area of student equity, ESL Test Development, and special projects. The costs include consultant fees, development of training materials, supplies, travel expenses, printing and mailing costs.

SUBTOTAL: \$209,000

TOTAL OF ACTIVITIES: \$772,390

IV. Administrative Fee

Administrative Fee

Provide necessary administrative and fiscal oversight to support the above activities, including support with the RCCD request for applications (RFA) process to procure psychometric support and monthly budget status reports by activity provided to the state's project monitor.

Contractor shall receive a 10% administrative fee.

SUBTOTAL: \$72,239

TOTAL OF ACTIVITIES: \$772,390

10% ADMINISTRATIVE FEE: \$ 77,239

GRAND TOTAL: \$849,629

**CCC- 1005 (Chancellor's Office, California Community Colleges)
Contractor Certification Clauses (Rev. 12/06)**

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Riverside Community College District		<i>Federal ID Number</i> 33-0831357
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Aaron S. Brown Vice Chancellor Business & Financial Services		
<i>Date Executed</i>	<i>Executed in the County of</i> Riverside	

CONTRACTOR CERTIFICATION CLAUSES

1. Statement of Compliance (Nondiscrimination)

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code, § 12990 (a-f) and Cal. Code Regs., tit. 2, § 8103.) (Not applicable to public entities.)

2. Drug-Free Workplace Requirements

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, §§ 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The person's or organization's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation and employee assistance programs;and,
 4. Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed or resulting Agreement will:
 1. Receive a copy of the company's drug-free workplace policy statement; and,
 2. Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future state contracts or agreements if the Chancellor's Office determines that any of the following has occurred: (1) the Contractor has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (Gov. Code, §§ 8350 et seq.)

3. National Labor Relations Board Certification

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contr. Code, § 10296.) (Not applicable to public entities.)

4. Contracts or Agreements for Legal Services \$50,000 or More – Pro Bono Requirement

Contractor hereby certifies that Contractor will comply with the requirements of section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Agreement equal to the lesser of either:

- a. 30 multiplied by the number of full time attorneys in the firm's offices in the state, with the number of hours prorated on an actual day basis for any Agreement period of less than a full year; or
- b. 10% of its Agreement with the Chancellor's Office.

Failure to make a good faith effort may be cause for non-renewal of a state contract or agreement for legal services, and may be taken into account when determining the award of future contracts or agreements with the state for legal services.

5. Expatriate Corporations

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code sections 10286 and 10286.1, and is eligible to contract with the State of California.

6. Sweatfree Code Of Conduct

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the Chancellor's Office pursuant to the Contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that it adheres to the Sweatfree Code of Conduct as set forth

on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

- b. Contractor agrees to cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the Chancellor's Office, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph a.

7. Debarment, Suspension, And Other Responsibility Matters

If the Agreement for which this Certification is being executed is funded in whole or in part with federal funds, Executive Order 12549, Debarment and Suspension, and the implementing regulations set forth at 34 Code of Federal Regulations part 85, require that prospective participants in covered transactions, as defined at 34 Code of Federal Regulations part 85, sections 85.105 and 85.110, provide the certification set forth in paragraph a. or the explanation required by paragraph b. below.

- a. Contractor certifies that Contractor and its principals:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 8(a)(2) of this certification; and
 4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. Where Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Certification.

8. Domestic Partners

If the amount of this Agreement equals or exceeds \$100,000 or if this Agreement, together with any other contracts Contractor may have with the Chancellor's Office, equals or exceeds \$100,000 during any fiscal year, then Contractor certifies that it will provide the same benefits to an employee with a registered domestic partner that it provides to an employee with a spouse in accordance with the provisions of Public Contract Code section 10295.3. For any Agreement not covered by these requirements, Contractor may elect to offer domestic partner benefits to Contractor's employees in accordance with Public Contract Code section 10295.3. However, Contractor cannot require an employee to cover the costs of providing any benefits that have otherwise

been provided to all employees regardless of marital or domestic partner status. (Pub. Contr. Code, § 10295.3(d).)

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the Chancellor's Office.

1. Conflicts of Interests

Contractor needs to be aware of the following provisions regarding current or former state employees, including current or former Chancellor's Office employees or district employees working at the Chancellor's Office on an Interjurisdictional Exchange (IJE). If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the Chancellor's Office must be contacted immediately for clarification.

Current State Employees (Pub. Contr. Code, § 10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contr. Code, § 10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract or agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract or agreement while employed in any capacity by any state agency.
2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract or agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract or agreement within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contr. Code, § 10420.)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contr. Code, § 10430(e).)

2. Labor Code/Workers' Compensation

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor affirms it will comply with such provisions before commencing the performance of the work of this Agreement. (Lab. Code, § 3700.)

3. Americans With Disabilities Act

Contractor assures the Chancellor's Office that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. §§ 12101 et seq.)

4. Contractor Name Change

An Amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the Chancellor's Office will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

5. Corporate Qualifications to Do Business in California

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in Revenue & Tax Code section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. Resolution

A county, city, district, or other local public body must provide the Chancellor's Office with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. Air or Water Pollution Violation

Under the state laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution. (Gov. Code, § 4477.)

8. Payee Data Record Form (Std. 204)

This form must be completed by all contractors that are not another state agency or other government entity.

Agenda Item (VI-B-7)

Meeting	8/18/2015 - Regular
Agenda Item	Consent Agenda Action (VI-B-7)
Subject	Out-of-State Travel
College/District	District
Funding	n/a
Recommended Action	Recommended that the Board of Trustees approve the out-of-state travel.

Background Narrative:

Board Policy 6900 establishes procedures for reimbursement for out-of-state travel expenses; and the Board of Trustees must formally approve out-of-state travel beyond 500 miles.

Prepared By: Michael Burke, Ph.D., Chancellor
Kathy Tizcareno, Executive Administrative Assistant

Attachments:

[Out-of-StateTravel_081815](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Subject: Out-of-State Travel

Date: August 18, 2015

It is recommended that out-of-state travel be granted to:

Retroactive:

- 1) Ms. Maureen Rubalcaba, associate dean, grants & college support programs, Moreno Valley College, to travel to Baltimore, Maryland, July 11-15, 2015, to attend the 2015 Mobile Laboratory Coalition Conference. Estimated cost: \$2,464.90. Funding Source: Title III Science, Technology, Engineering and Mathematics grant fund. (This travel request was not received in time for the June Board meeting. Therefore, this travel request could not be included in the June report.)
- 2) Mr. Jeff Williamson, statewide director, center for international trade development, RCCD, to travel to Wan Chai, Hong Kong, August 10-17, 2015, to attend the Hong King Food Expo. Estimated cost: \$4,505.00. Funding source: Sector Navigator grant funds. (This travel request was not received in time for the June Board meeting. Therefore, this travel request could not be included in the June report.)

Revision:

- 1) Ms. Briana Boykin, student success coach, student equity programs, Norco College, to travel to Atlanta, Georgia and Tuskegee, Alabama, August 2-6, 2015, to attend the 2015 Historically Black Colleges and Universities College Tour. Estimated cost: \$220.24. Funding source: Student Equity Program fund. (Estimated cost has been changed from \$220.24 to \$40,720.24 to reflect travel and luggage fees for the entire group of 30 students which were not previously included.)
- 2) Ms. Maria del Rocio Pacheco, associate professor, counseling, Moreno Valley College, to travel to East Hyattsville, Maryland, November 13-17, 2014, to accompany 4 students to the Active Minds National Mental Health on Campus Conference. Estimated cost: \$6,514.21. Funding source: Active Minds (Riverside County Health Department) grant funds. (The estimated cost of travel increased from \$6,514 to \$7,498.92 due to an increase in airline prices for the five (5) travelers.)
- 3) Ms. Tanisha James, director, student support services, Riverside City College, to travel to Atlanta, Georgia and Tuskegee, Alabama, August 2-5, 2015, to accompany thirty (30) students to the 2015 Historically Black Colleges and Universities College Tour. Estimated cost: \$39,000.00. Funding source: Student Equity grant fund. (Incorrectly listed as no cost to the District; Estimated cost has been changed from \$39,000 to \$40,320 to reflect luggage fees for the entire group which were not previously included.)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Subject: Out-of-State Travel

Date: August 18, 2015

Current:

Moreno Valley College:

- 1) Ms. Micki Poole Clowney, director, student services upward bound math and science, to travel to Atlanta, Georgia, September 15-19, 2015, to attend the Council for Opportunity in Education Conference 2015. Estimated cost: \$3,545.21. Funding source: Upward Bound Math & Science grant fund.
- 2) Ms. Angel Orta-Perez, outreach specialist, student services upward bound math and science, to travel to Atlanta, Georgia, September 15-19, 2015, to attend the Council for Opportunity in Education Conference 2015. Estimated cost: \$1,604.13. Funding source: Upward Bound Math & Science grant fund.

Norco College:

- 1) Ms. Miriam Alonso, director, upward bound math and science, to travel to Atlanta, Georgia, September 16-19, 2015, to attend the Council for Opportunity in Education Conference 2015. Estimated cost: \$2,455.52. Funding source: Norco TRiO-CNUSD High School Upward Bound grant fund.
- 2) Ms. Eva Amezola, director, upward bound math and science, to travel to Atlanta, Georgia, September 16-19, 2015, to attend the Council for Opportunity in Education Conference 2015. Estimated cost: \$2,390.19. Funding source: Norco TRiO-CNUSD High School Upward Bound grant fund.
- 3) Ms. Hortencia Cuevas, director, TRiO student support service programs, to travel to Atlanta, Georgia, September 16-19, 2015, to accompany ten (10) students to the the 34th Annual Conference for Council for Opportunity in Education and attend Plenaries for TRiO professionals. Estimated cost: \$16,436.43. Funding source: \$5,468.22 from TRiO Student Support Services Program and \$10,968.21 from TRiO Student Support Services RISE Program grant funds.
- 4) Dr. Monica Green, vice president, student services, to travel to Miami, Florida, October 9-13, 2015, to attend the Hispanic Association of Colleges and Universities 29th Annual Conference. Estimated cost: \$3,010.10. Funding source: Student Equity fund State Chancellor.
- 5) Dr. Gustavo Ocegüera, associate dean, grants & college support programs, to travel to Miami Beach, Florida, October 9-13, 2015, to attend the Hispanic Association of Colleges and Universities 29th Annual Conference. Estimated cost: \$3,054.27. Funding source: Student Equity fund State Chancellor.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Subject: Out-of-State Travel

Date: August 18, 2015

- 6) Dr. Lorena Patton, director, science, technology, engineering and mathematics, to travel to Miami Beach, Florida, October 9-13, 2015, to attend the Hispanic Association of Colleges and Universities 29th Annual Conference. Estimated cost: \$2,830.38. Funding source: Title III Science, Technology, Engineering and Mathematics grant fund.

Riverside City College:

- 1) Ms. Cecilia Alvarado, interim vice president, student services, to travel to Miami Beach, Florida, October 9-13, 2015, to attend the Hispanic Association of Colleges & Universities 29th Annual Conference. Estimated cost: \$2,502.65. Funding source: college's general fund.
- 2) Dr. Sandra Baker, dean, school of nursing, to travel to Kirkland, Washington, October 11-15, 2015, to serve as a team member at the Accreditation Commission for Education in Nursing Site Visit. Estimated cost: Expenses not to exceed \$1,000; no cost to District. (All costs to be paid by Accreditation Commission for Education in Nursing.)
- 3) Mr. William Kim, associate professor, art department, to travel to San Antonio, Texas, September 20-21, 2015, to attend the OMICS International Computer Graphics & Animation Conference and Expo. Estimated cost: \$1,420.18. Funding source: college's general fund.

Agenda Item (VI-B-8-a)

Meeting	8/18/2015 - Regular
Agenda Item	Consent Agenda Action (VI-B-8-a)
Subject	Proposed Salary Increase of 3% + COLA funded by the state for Chancellor
College/District	District
Funding	
Recommended Action	It is recommended that the Board approve a salary increase of 3% + COLA funded by the state, pursuant to Section 4.2 Modification to Salary of the Employment Agreement for Chancellor, effective July 1, 2015.

Background Narrative:

At the June 16, 2015 Board of Trustees meeting, the Board approved the proposed salary increase of 3% + COLA funded by the state for faculty, staff and management salary schedules to all District employees.

The Chancellor is hired by the Board of Trustees directly, and has an employment agreement with the Board. Section 4.2 Modifications to Salary in the agreement executed between the Chancellor and Board on June 6, 2014 specifically states "*Chancellor shall receive such annual increases in salary as may be determined by the Board at its sole discretion.*"

Seeing as this language is specific to the chancellor position/agreement and not included in the all encompassing district-wide employee action undertaken by the Board in June 2015, it is the proposed that the same application in modification to salary to the chancellor be extended, per Section 4.2 of the current employment agreement. Said increase would be 3% + COLA provided by the state, effective July 1, 2015.

Prepared By: Chris Carlson, Chief of Staff & Facilities Development

Attachments:

Agenda Item (VI-B-8-b)

Meeting	8/18/2015 - Regular
Agenda Item	Consent Agenda Action (VI-B-8-b)
Subject	Resolution Regarding Appropriations Subject to Proposition 4 Gann Limitation - Resolution No. 01-15/16
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees adopt Resolution No. 01-15/16 which establishes the 2015-2016 Gann Limit for the Riverside Community College District at \$192,583,238.

Background Narrative:

In November 1979, the voters passed Proposition 4 which imposes an annual appropriations limit on the District. This is known as the Gann Limit. Pursuant to Article XIII B of the California Constitution and Government Code Section 7910, the Board must approve the District's Gann Limit for the succeeding fiscal year.

The District has developed the documentation used to determine the 2015-2016 Gann Limit and it is available for public inspection at the office of the Vice Chancellor, Business and Financial Services, 1533 Spruce St. Riverside, California, between 7:30 a.m. and 4:00 p.m. A copy of the worksheet used to compute the Gann Limit is attached for the Board's review and information. A resolution required to establish the District's 2015-2016 Gann Limit is also attached.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services

Attachments:

[08182015_Gann Limit Worksheet 2015-2016 and Resolution No. 01-15/16](#)

CALIFORNIA COMMUNITY COLLEGES
 GANN LIMIT WORKSHEET
 2015-16

DISTRICT NAME: Riverside Community College District

DATE: August 18, 2015

I. **2015-16 APPROPRIATIONS LIMIT:**

A. 2014-15 Appropriations Limit		<u>\$ 177,679,352</u>
B. 2015-16 Price Factor:	<u>1.0382</u>	
C. Population factor:		
1. 2013-14 Second Period Actual FTES	<u>26,493.00</u>	
2. 2014-15 Second Period Actual FTES	<u>27,660.00</u>	
3. 2015-16 Population change factor	<u>1.0440</u>	
(line C.2. divided by line C.1.)		
D. 2014-15 Limit adjusted by inflation and population factors (line A multiplied by line B and line C.3.)		\$.....192,583,238.
E. Adjustments to increase limit:		
1. Transfers in of financial responsibility	\$	
2. Temporary voter approved increases	<u>0</u>	
3. Total adjustments - increase		<u>0</u>
Sub-Total		\$.....-
F. Adjustments to decrease limit:		
1. Transfers out of financial responsibility	\$	
2. Lapses of voter approved increases	<u>0</u>	
3. Total adjustments - decrease		<u>< 0 ></u>
G. 2015-16 Appropriations Limit		<u>\$ 192,583,238</u>

II. **2015-16 APPROPRIATIONS SUBJECT TO LIMIT:**

A. State Aid (General Apportionment, Apprenticeship Allowance, Basic Skills, and Partnership for Excellence)		<u>\$ 114,875,395</u>
B. State Subventions (Home Owners Property Tax Relief, Timber Yield tax, etc.)	450,000
C. Local Property taxes	26,533,830
D. Estimated excess Debt Service taxes	-
E. Estimated Parcel taxes, Square Foot taxes, etc.	-
F. Interest on proceeds of taxes	37,675
G. Local appropriations from taxes for unreimbursed State, court, and federal mandates		<u>< 0 ></u>
H. 2015-16 Appropriations Subject to Limit		<u>\$ 141,896,900</u>

Agenda Item (VI-B-8-c)

Meeting	8/18/2015 - Regular
Agenda Item	Consent Agenda Action (VI-B-8-c)
Subject	Surplus Property
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees by unanimous vote: (1) declare the property on the attached list to be surplus; (2) find the property does not exceed the total value of \$5,000; and (3) authorize the property to be consigned to The Liquidation Company to be sold on behalf of the District.

Background Narrative:

Education Code Section 81450 permits the Board of Trustees to declare District property as surplus if the property is not required for school purposes; is deemed to be unsatisfactory or not suitable for school use; or if it is being disposed of for the purposes of replacement. Education Code section 81452 permits surplus property to be sold at private sale, without advertising, if the total value of the property does not exceed \$5,000. The District has determined that the property on the attached list does not exceed the total value of \$5,000. To help defray disposal costs and to generate a nominal amount of revenue, the staff proposes that we consign the surplus property identified in the attachment to The Liquidation Company for disposal.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services
Bill Bogle, Controller

Attachments:

[08182015_SurplusPropertyList](#)

**SURPLUS EQUIPMENT
 AUGUST 18, 2015**

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	CPU	E4610S	40544587	5136
1	GATEWAY	CPU	FPD1570	KUL5033D06693	17724
1	GATEWAY	MONITOR	FPD1810	74148	19066
1	NEC	MONITOR	NEC1550V	NONE	19340
1	GATEWAY	MONITOR	FPD1730	QS7330401726	21764
1	GATEWAY	MONITOR	FPD1730	QS7330602224	21853
1	GATEWAY	CPU	E4100	31807955	22574
1	GATEWAY	CPU	E4300	35399005	22643
1	GATEWAY	MONITOR	FPD1530	C012626268	23251
1	GATEWAY	MONITOR	FPD1730	MUL7007A0072191	23318
1	GATEWAY	MONITOR	FPD1530	97053	23726
1	GATEWAY	MONITOR	FPD1785	FPD1785	23728
1	GATEWAY	MONITOR	FPD1530	MUL5022C0097041	23730
1	GATEWAY	CPU	E4300	69661	24885
1	GATEWAY	CPU	E4300	34873934	24889
1	GATEWAY	MONITOR	FPD1765	MW867B0H03695	25102
1	GATEWAY	MONITOR	FPD1965	MW867B0H03704	25104
1	GATEWAY	CPU	E4300	35101294	25177
1	GATEWAY	MONITOR	FDP1530	NONE	25291
1	GATEWAY	MONITOR	FPD1530	MUL5022J0029486	25306
1	GATEWAY	MONITOR	FDP1530	NONE	25316
1	GATEWAY	MONITOR	FDP1530	NONE	25317
1	GATEWAY	MONITOR	FPD1530	MUL5022J90029371	25331
1	GATEWAY	MONITOR	FPD1530	MUL5022J0029377	25340
1	GATEWAY	MONITOR	FPD1530	MUL5022J0029375	25342
1	GATEWAY	MONITOR	FPD1530	29369	25346
1	GATEWAY	MONITOR	FDP1530	NONE	25354
1	GATEWAY	MONITOR	FPD1940	MUL9002L007832	25527
1	GATEWAY	MONITOR	FPD1530	206449	25529
1	PRINCETON	MONITOR	LCD17D	WCCF0206933	25530
1	GATEWAY	CPU	E4300	34941771	25676
1	GATEWAY	CPU	E4300	34941711	25694
1	GATEWAY	CPU	E4300	3941781	25870
1	GATEWAY	CPU	E4300	34941729	25872
1	PRINCETON	MONITOR	SE714	0TCE4800808	26065
1	PRINCETON	MONITOR	SE714	4800794	26072
1	GATEWAY	CPU	E4300	35473324	26174
1	GATEWAY	MONITOR	FPD1940	MUL9002L0016851	26788
1	GATEWAY	MONITOR	FPD1940	MUL9002I0015573	26793
1	PRINCETON	MONITOR	LCD17D	63489	26812
1	GATEWAY	CPU	E4300	98368	26829
1	GATEWAY	CPU	E4300	63503	26831
1	GATEWAY	CPU	E4300	68301	26842
1	GATEWAY	MONITOR	FPD1785	1647	30606
1	GATEWAY	MONITOR	FPD1565	90I01644	30607
1	GATEWAY	CPU	E4300	35525176	30617
1	GATEWAY	MONITOR	FPD1530	QS5342900924	30661
1	GATEWAY	CPU	E4300	35473323	31317
1	GATEWAY	CPU	E4300	36289886	31379
1	GATEWAY	MONITOR	FPD1975	MP15B50R01378	31542
1	GATEWAY	MONITOR	FPD1775	MPD5C50N02416	31753
1	GATEWAY	LAPTOP	M460	35824442	32072

**SURPLUS EQUIPMENT
 AUGUST 18, 2015**

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	MONITOR	FPD1530	MUL5022J0008963	32526
1	GATEWAY	MONITOR	FDP1530	NONE	32528
1	GATEWAY	LAPTOP	M280E	36710549	32682
1	GATEWAY	MONITOR	FPD1785	MSX18698	32738
1	GATEWAY	CPU	E4300	37144644	32800
1	GATEWAY	CPU	E4500S	144665	32801
1	GATEWAY	CPU	E4500S	144659	32802
1	GATEWAY	CPU	E4500S	37144643	32804
1	GATEWAY	CPU	E4500S	37144655	32806
1	GATEWAY	CPU	E4500	144649	32807
1	GATEWAY	CPU	E4500	44657	32809
1	GATEWAY	CPU	E4500S	37144647	32810
1	GATEWAY	CPU	E4500	44645	32812
1	GATEWAY	CPU	E4500S	37144662	32814
1	GATEWAY	CPU	E4500S	31744656	32818
1	GATEWAY	CPU	E4500	84431	32819
1	GATEWAY	CPU	E4500S	37144660	32821
1	GATEWAY	CPU	E4500S	37144552	32823
1	GATEWAY	CPU	E4500S	31744648	32824
1	GATEWAY	MONITOR	FPD1965	MW867B0H03711	32825
1	GATEWAY	MONITOR	FPD1965	MW867B0H03721	32826
1	GATEWAY	MONITOR	FPD1965	MW867B0H03728	32830
1	GATEWAY	MONITOR	FPD1965	MW867B0H02707	32832
1	GATEWAY	MONITOR	FPD1965	MWV867B0H03714	32837
1	GATEWAY	CPU	E4610S	918021	33118
1	GATEWAY	CPU	E4610D	54835	33244
1	GATEWAY	CPU	E6500	693250	33521
1	GATEWAY	LAPTOP	TA6	EWTF7120VGT	33771
1	GATEWAY	LAPTOP	M285-E	39001786	33773
1	GATEWAY	MONITOR	FPD1785	5917	34013
1	GATEWAY	CPU	FPD1765	MW675	34418
1	GATEWAY	CPU	E2610N	9202047	34427
1	GATEWAY	CPU	E4620	69663	34458
1	GATEWAY	CPU	E4620	459875	34477
1	GATEWAY	CPU	E4500S	718754	34682
1	GATEWAY	CPU	E6500	63492	34682
1	GATEWAY	CPU	E4610D	86662	36074
1	GATEWAY	CPU	E4610D	86636	36086
1	GATEWAY	CPU	E4610D	86627	36090
1	GATEWAY	CPU	E4620D	86635	36093
1	GATEWAY	CPU	E4610D	86628	36098
1	GATEWAY	CPU	E4610D	86651	36125
1	GATEWAY	MONITOR	FPD1785	B0N00873	36130
1	GATEWAY	MONITOR	FPD1785	B0N00963	36133
1	GATEWAY	MONITOR	FPD1785	B0N849	36135
1	GATEWAY	MONITOR	FPD1785	D0N123	36143
1	GATEWAY	MONITOR	FPD1785	6177	36150
1	GATEWAY	MONITOR	FPD1785	MWD74B0N00858	36154
1	GATEWAY	MONITOR	FPD1785	MWD74B0N00945	36161
1	GATEWAY	MONITOR	FPD1785	B0N00934	36162
1	GATEWAY	MONITOR	FPD1785	MWD74B0N00845	36165
1	GATEWAY	MONITOR	FPD1785	MWD74B0N00852	36166

**SURPLUS EQUIPMENT
 AUGUST 18, 2015**

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	MONITOR	FPD1785	MWD74B0N00847	36169
1	GATEWAY	MONITOR	FPD1785	MWD74b0n00942	36173
1	GATEWAY	MONITOR	FPD1758	MWD74B0N00935	36178
1	GATEWAY	MONITOR	FPD1785	MW67AB0N02264	36505
1	GATEWAY	MONITOR	FPD1765	MW67AB0N02240	36506
1	GATEWAY	CPU	E4620S	40493498	36710
1	GATEWAY	CPU	E4620	44579	36786
1	GATEWAY	CPU	E4500S	36718756	36841
1	GATEWAY	MONITOR	FPD1565	50H04427	36920
1	GATEWAY	CPU	E4520S	4617109	37036
1	GATEWAY	CPU	E4610D	93250	37278
1	GATEWAY	CPU	E4310D	93369	37279
1	GATEWAY	CPU	E4610S	40555538	37284
1	GATEWAY	MONITOR	FPD1785	MW87BB0H00104	37286
1	GATEWAY	CPU	E4610	44579	37289
1	GATEWAY	CPU	E4610S	544586	37293
1	GATEWAY	CPU	E4610S	40544578	37295
1	GATEWAY	CPU	E4610S	544582	37296
1	GATEWAY	CPU	E4610D	33452	37462
1	GATEWAY	CPU	E4610S	575809	37519
1	GATEWAY	CPU	E4620S	4561305	37547
1	GATEWAY	CPU	E4620	561304	37551
1	GATEWAY	CPU	E4620D	86638	37570
1	GATEWAY	CPU	E462D	68300	37571
1	GATEWAY	CPU	E4620	73931	37689
1	GATEWAY	CPU	E4620S	4617114	37692
1	GATEWAY	CPU	E4620S	4617111	37693
1	GATEWAY	CPU	E4610D	68338	37757
1	GATEWAY	CPU	E4610S	8918022	38918
1	GATEWAY	CPU	E4520	99195	39027
1	GATEWAY	CPU	E4620	569662	39028
1	GATEWAY	CPU	E4610S	3911341	39029
1	GATEWAY	CPU	E4620	7144659	39030
1	GATEWAY	CPU	E4620S	4617115	39081
1	LENOVO	CPU	MT7484	MJ10597	39986
1	BROTHER	FAX	1860C	U61588H8F680148	41145
1	GATEWAY	CPU	E4300	0547332S	42692
1	HP	LAPTOP	MINI 311	CNF033CT5T	42883
1	HP	LAPTOP	MINI 311	CNF0313RQM	42884
1	HP	LAPTOP	MINI 311	CNF033CV2C	42885
1	HP	LAPTOP	MINI 311	CNF033CSBJ	42908
1	HP	LAPTOP	MINI 311	CNF03159H5	43092
1	HP	LAPTOP	MINI 311	CNF0321XSL	43505
1	HP	LAPTOP	MINI 311	CNF033CV07	43518
1	HP	LAPTOP	MINI 311	CNF033CTYK	43528
1	HP	LAPTOP	MINI 311	CNF0320GKR	43539
1	HP	LAPTOP	MINI 311	CNF033CTY5	43545
1	HP	LAPTOP	MINI 311	CNF0320H1Y	43552
1	HP	LAPTOP	MINI 311	CNF0321XSP5	43553
1	HP	LAPTOP	MINI 311	CNF034D4SF	43556
1	HP	LAPTOP	MINI 311	CNF0231XLX	43568
1	HP	LAPTOP	MINI 311	CNF033CSZ3	43586

**SURPLUS EQUIPMENT
 AUGUST 18, 2015**

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	HP	LAPTOP	MINI 311	CNF033CTBM	43593
1	HP	LAPTOP	MINI 311	CNF034D4SN	43594
1	HP	LAPTOP	MINI 311	CNF033CTK1	43608
1	HP	LAPTOP	MINI 311	CNF033CSZJ	43612
1	HP	LAPTOP	MINI 311	CNF03159DS	43618
1	HP	LAPTOP	MINI 311	CNF034D4SH	43624
1	HP	LAPTOP	MINI 311	CNF033CTWZ	43640
1	HP	LAPTOP	MINI 311	CNF0321XM8	43645
1	HP	LAPTOP	MINI 311	CNF0320FZQ	43647
1	HP	PRINTER	6300	CN865FB1FN	61176
1	HP	PRINTER	DESKJET1510	CN4191N03B	61372
1	HP	LAPTOP	MINI 311	CNF033CTY7	NONE
1	HP	LAPTOP	MINI 311	CNF033CT3R	NONE
1	GATEWAY	CPU	FPD1785	MWD77	NONE
1	GATEWAY	MONITOR	FPD1730	MVL7003D0027614	NONE
1	GATEWAY	MONITOR	FPD1785	MWE6AB0N00187	NONE
1	GATEWAY	MONITOR	FPD1785	MWD77B0N00136	NONE
1	VIEWSONIC	MONITOR	VA721	QP7060220954	NONE
1	VIEWSONIC	MONITOR	VA721	P37060220954	NONE
1	GATEWAY	MONITOR	FPD1765	MW662B0H05871	NONE
1	HP	MONITOR	SH249	CNC748P8	NONE
1	ACER	MONITOR	V173D	1207D3314233	NONE
1	GATEWAY	MONITOR	FPD1530	900929	NONE
1	GATEWAY	CPU	NONE	86638	NONE
1	HP	PRINTER	LJ4000	NONE	6933
1	HP	PRINTER	LJ4000	NONE	6933
1	HP	PRINTER	LJ5	NONE	8943
1	HP	PRINTER	LJ5	NONE	8943
1	HP	PRINTER	LJ6	NONE	8953
1	HP	PRINTER	LJ6	NONE	8953
1	HP	PRINTER	LJ5SI	NONE	10310
1	HP	PRINTER	LJ5SI	NONE	10310
1	HP	PRINTER	LJ4000	NONE	10619
1	HP	PRINTER	LJ4000	NONE	10619
1	GATEWAY	CPU	EV700	HDA8J5002398	11151
1	GATEWAY	CPU	E-4200	14006408	11152
1	GATEWAY	CPU	EV700	HDA8J5002378	11153
1	GATEWAY	CPU	E-4200	14005401	11154
1	GATEWAY	CPU	EV700	HDA8J5002367	11155
1	GATEWAY	CPU	E-4200	14005403	11156
1	GATEWAY	CPU	EV700	HDA8J5002252	11157
1	GATEWAY	CPU	E-4200	14005390	11158
1	GATEWAY	CPU	EV700	HDA8J5002400	11159
1	GATEWAY	CPU	E-4200	14005391	11160
1	GATEWAY	CPU	EV700	HDA8J5002377	11161
1	GATEWAY	CPU	E-4200	14005398	11162
1	GATEWAY	CPU	EV700	HDA8J5002390	11163
1	GATEWAY	CPU	E-4200	14005383	11164
1	GATEWAY	CPU	EV700	HDA8J5002088	11165
1	GATEWAY	CPU	E-4200	14005388	11166
1	GATEWAY	CPU	EV700	HDA8J5002254	11167
1	GATEWAY	CPU	E-4200	14005384	11168

**SURPLUS EQUIPMENT
 AUGUST 18, 2015**

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	CPU	EV700	HDA8J5002355	11171
1	GATEWAY	CPU	E-4200	14005394	11172
1	GATEWAY	CPU	EV700	HDAJ5002394	11173
1	GATEWAY	CPU	E-4200	14005407	11174
1	GATEWAY	CPU	EV700	HDA8J5002399	11175
1	GATEWAY	CPU	E-4200	14005400	11176
1	GATEWAY	CPU	EV700	HDA8J5002288	11177
1	GATEWAY	CPU	E-4200	14005386	11178
1	GATEWAY	CPU	EV700	HDA8J5002356	11179
1	GATEWAY	CPU	E-4200	14005395	11180
1	GATEWAY	CPU	EV700	HDA8J5002389	11181
1	GATEWAY	CPU	E-4200	14005392	11182
1	GATEWAY	CPU	EV700	HDA8J5002396	11183
1	GATEWAY	CPU	E-4200	14005406	11184
1	GATEWAY	CPU	EV700	HDA8J5002337	11185
1	GATEWAY	CPU	E-4200	14005404	11186
1	HP	POWER SUPPLY	R550XR	MX17260152	11827
1	GATEWAY	CPU	E-4200	13997562	13316
1	GATEWAY	CPU	VX700	P905007424	13317
1	GATEWAY	CPU	E-4200	13997555	13318
1	GATEWAY	CPU	VX700	P905007490	13319
1	GATEWAY	CPU	E-4200	13997551	13320
1	GATEWAY	CPU	VX700	P905007383	13321
1	GATEWAY	CPU	E-4200	13997570	13322
1	GATEWAY	CPU	VX700	P905007551	13323
1	GATEWAY	CPU	E-4200	13997554	13324
1	GATEWAY	CPU	VX700	P905007382	13325
1	GATEWAY	CPU	E-4200	13997649	13326
1	GATEWAY	CPU	VX700	P905007384	13327
1	GATEWAY	CPU	E-4200	13997566	13328
1	GATEWAY	CPU	VX700	P905007379	13329
1	GATEWAY	CPU	E-4200	13997664	13330
1	GATEWAY	CPU	VX700	P905007763	13331
1	GATEWAY	CPU	E-4200	13997565	13332
1	GATEWAY	CPU	VX700	P905007786	13333
1	GATEWAY	CPU	E-4200	13997559	13334
1	GATEWAY	CPU	VX700	P905007380	13335
1	GATEWAY	CPU	E-4200	13997560	13336
1	GATEWAY	CPU	VX700	P905006573	13337
1	GATEWAY	CPU	E-4200	13997561	13338
1	GATEWAY	CPU	VX700	P905007560	13339
1	GATEWAY	CPU	E-4200	13997557	13340
1	GATEWAY	CPU	VX700	P905007426	13341
1	GATEWAY	CPU	E-4200	13997552	13342
1	GATEWAY	CPU	VX700	P905007381	13343
1	GATEWAY	CPU	E-4200	14005389	13344
1	GATEWAY	CPU	EV700	HDA8J5002205	13345
1	GATEWAY	CPU	E-4200	14005402	13346
1	GATEWAY	CPU	EV700	HDA8J5002081	13347
1	GATEWAY	CPU	E-4200	14005387	13348
1	GATEWAY	CPU	EV700	HDA8J5002206	13349
1	GATEWAY	CPU	E-4200	14005396	13350

**SURPLUS EQUIPMENT
 AUGUST 18, 2015**

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	CPU	EV700	HDA8J5002363	13351
1	DELL	LAPTOP	D510	NONE	18882
1	DELL	LAPTOP	D510	NONE	18882
1	GATEWAY	MONITOR	FPD1530	NONE	19072
1	GATEWAY	MONITOR	FPD1530	NONE	19072
1	GATEWAY	MONITOR	FPD1520	NONE	19673
1	GATEWAY	MONITOR	FPD1520	NONE	19673
1	GATEWAY	MONITOR	FPD1530	NONE	19735
1	GATEWAY	MONITOR	FPD1530	NONE	19735
1	GATEWAY	MONITOR	FPD1530	NONE	19739
1	GATEWAY	MONITOR	FPD1530	NONE	19739
1	GATEWAY	MONITOR	FPD1530	NONE	20268
1	GATEWAY	MONITOR	FPD1530	NONE	20268
1	APC	POWER SUPPLY	SU1000RM2U	XS0324005315	20627
1	HP	LAPTOP	XE3	NONE	22638
1	HP	LAPTOP	XE3	NONE	22638
1	HP	SCANNER	SCANJET 8520	CN36AT0570	22643
1	GATEWAY	CPU	E-6100	NONE	22895
1	GATEWAY	CPU	E-6100	NONE	22895
1	GATEWAY	CPU	E-6100	NONE	22906
1	GATEWAY	CPU	E-6100	NONE	22906
1	GATEWAY	MONITOR	FPD1531	NONE	22928
1	GATEWAY	MONITOR	FPD1531	NONE	22928
1	GATEWAY	MONITOR	FPD1530	MUL5022C0047335	22933
1	GATEWAY	MONITOR	FPD1530	NONE	22946
1	GATEWAY	MONITOR	FPD1530	NONE	22946
1	GATEWAY	CPU	E4100	32780312	22981
1	GATEWAY	CPU	E-6100	NONE	23247
1	GATEWAY	CPU	E-6100	NONE	23247
1	GATEWAY	MONITOR	FPD1530	NONE	23314
1	GATEWAY	MONITOR	FPD1530	NONE	23314
1	GATEWAY	MONITOR	FPD1940	NONE	23723
1	GATEWAY	MONITOR	FPD1940	NONE	23723
1	GATEWAY	MONITOR	FPD1530	NONE	23724
1	GATEWAY	MONITOR	FPD1530	NONE	23724
1	GATEWAY	MONITOR	FPD1540	NONE	23733
1	GATEWAY	MONITOR	FPD1540	NONE	23733
1	HP	PRINTER	1100	NONE	23863
1	HP	PRINTER	1100	NONE	23863
1	HP	PRINTER	LJ5	NONE	23918
1	HP	PRINTER	LJ5	NONE	23918
1	GATEWAY	MONITOR	FPD1530	NONE	23919
1	GATEWAY	MONITOR	FPD1530	NONE	23919
1	GATEWAY	MONITOR	FPD1530	NONE	24110
1	GATEWAY	MONITOR	FPD1530	NONE	24110
1	GATEWAY	MONITOR	FPD1530	NONE	24327
1	GATEWAY	MONITOR	FPD1530	NONE	24327
1	GATEWAY	MONITOR	FPD1530	NONE	24343
1	GATEWAY	MONITOR	FPD1530	NONE	24343
1	GATEWAY	MONITOR	FPD1530	NONE	24542
1	GATEWAY	MONITOR	FPD1530	NONE	24542
1	GATEWAY	CPU	E-4300	NONE	24710

**SURPLUS EQUIPMENT
 AUGUST 18, 2015**

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	CPU	E-4300	NONE	24710
1	GATEWAY	MONITOR	FPD1530	NONE	24712
1	GATEWAY	MONITOR	FPD1530	NONE	24712
1	GATEWAY	MONITOR	FPD1730	NONE	24714
1	GATEWAY	MONITOR	FPD1730	NONE	24714
1	GATEWAY	CPU	E-4300	NONE	24715
1	GATEWAY	CPU	E-4300	NONE	24715
1	GATEWAY	MONITOR	FPD1765	NONE	24892
1	GATEWAY	MONITOR	FPD1765	NONE	24892
1	HP	PRINTER	D2560	NONE	24960
1	HP	PRINTER	D2560	NONE	24960
1	GATEWAY	MONITOR	FPD1730	TL819A502001072	24963
1	DELL	LAPTOP	D510	NONE	24987
1	DELL	LAPTOP	D510	NONE	24987
1	GATEWAY	MONITOR	FPD1530	NONE	25005
1	GATEWAY	MONITOR	FPD1530	NONE	25005
1	GATEWAY	CPU	E-4300	NONE	25098
1	GATEWAY	CPU	E-4300	NONE	25098
1	GATEWAY	MONITOR	FPD1530	NONE	25118
1	GATEWAY	MONITOR	FPD1530	NONE	25118
1	GATEWAY	MONITOR	FPD1531	NONE	25120
1	GATEWAY	MONITOR	FPD1531	NONE	25120
1	GATEWAY	MONITOR	FPD1530	NONE	25121
1	GATEWAY	MONITOR	FPD1530	NONE	25121
1	GATEWAY	MONITOR	FPD1530	NONE	25122
1	GATEWAY	MONITOR	FPD1530	NONE	25122
1	GATEWAY	MONITOR	FPD1530	NONE	25134
1	GATEWAY	MONITOR	FPD1530	NONE	25134
1	GATEWAY	MONITOR	FPD1730	MUL7007K0027020	25135
1	GATEWAY	MONITOR	FPD1530	NONE	25136
1	GATEWAY	MONITOR	FPD1530	NONE	25136
1	GATEWAY	MONITOR	FPD1785	NONE	25175
1	GATEWAY	MONITOR	FPD1785	NONE	25175
1	GATEWAY	MONITOR	FPD1530	NONE	25318
1	GATEWAY	MONITOR	FPD1530	NONE	25318
1	GATEWAY	MONITOR	FPD1531	NONE	25332
1	GATEWAY	MONITOR	FPD1531	NONE	25332
1	GATEWAY	MONITOR	FPD1530	NONE	25333
1	GATEWAY	MONITOR	FPD1530	NONE	25333
1	GATEWAY	MONITOR	FPD1530	NONE	25335
1	GATEWAY	MONITOR	FPD1530	NONE	25335
1	GATEWAY	MONITOR	FPD1530	NONE	25531
1	GATEWAY	MONITOR	FPD1530	NONE	25531
1	GATEWAY	LAPTOP	M675	NONE	25701
1	GATEWAY	LAPTOP	M675	NONE	25701
1	GATEWAY	CPU	E-4300	NONE	25858
1	GATEWAY	CPU	E-4300	NONE	25858
1	GATEWAY	CPU	E-4300	NONE	25865
1	GATEWAY	CPU	E-4300	NONE	25865
1	GATEWAY	CPU	E-4300	NONE	25875
1	GATEWAY	CPU	E-4300	NONE	25875
1	GATEWAY	MONITOR	FPD1730	NONE	25877

**SURPLUS EQUIPMENT
 AUGUST 18, 2015**

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	MONITOR	FPD1730	NONE	25877
1	GATEWAY	CPU	E-4300	NONE	25886
1	GATEWAY	CPU	E-4300	NONE	25886
1	GATEWAY	MONITOR	FPD1530	NONE	26173
1	GATEWAY	MONITOR	FPD1530	NONE	26173
1	GATEWAY	MONITOR	FPD1730	NONE	26286
1	GATEWAY	MONITOR	FPD1730	NONE	26286
1	GATEWAY	MONITOR	FPD1930	NONE	26436
1	GATEWAY	MONITOR	FPD1930	NONE	26436
1	SHARP	FAX	UXB800SE	NONE	26794
1	SHARP	FAX	UXB800SE	NONE	26794
1	HP	PRINTER	LJ3030	NONE	26851
1	HP	PRINTER	LJ3030	NONE	26851
1	DELL	CPU	GX280	NONE	30442
1	DELL	CPU	GX280	NONE	30442
1	GATEWAY	CPU	E-4300	NONE	30618
1	GATEWAY	CPU	E-4300	NONE	30618
1	HP	PRINTER	C7180	NONE	30622
1	HP	PRINTER	C7180	NONE	30622
1	GATEWAY	MONITOR	FPD1530	NONE	31304
1	GATEWAY	MONITOR	FPD1530	NONE	31304
1	AIR TECH	ERASER	73800	4077	31317
1	GATEWAY	LAPTOP	MA6	NONE	31480
1	GATEWAY	LAPTOP	MA6	NONE	31480
1	HP	PRINTER	1100	NONE	31481
1	HP	PRINTER	1100	NONE	31481
1	HP	PRINTER	0J950C	NONE	32529
1	HP	PRINTER	0J950C	NONE	32529
1	XEROX	PRINTER	PHASER 8500	NONE	32680
1	XEROX	PRINTER	PHASER 8500	NONE	32680
1	GATEWAY	CPU	E4500S	38669771	33051
1	GATEWAY	CPU	E2610N	39205049	34424
1	GATEWAY	MONITOR	FPD1530	NONE	36142
1	GATEWAY	MONITOR	FPD1530	NONE	36142
1	HP	PRINTER	F4480	NONE	36168
1	HP	PRINTER	F4480	NONE	36168
1	BROTHER	LAMINTOR	MFC5860CN	NONE	37257
1	BROTHER	LAMINTOR	MFC5860CN	NONE	37257
1	GATEWAY	MONITOR	FPD1530	NONE	37534
1	GATEWAY	MONITOR	FPD1530	NONE	37534
1	GATEWAY	MONITOR	FPD1530	NONE	37548
1	GATEWAY	MONITOR	FPD1530	NONE	37548
1	HP	PRINTER	0J7210	NONE	37853
1	HP	PRINTER	0J7210	NONE	37853
1	HP	PRINTER	OFFICEJET	TH73C1410P	39326
1	GATEWAY	MONITOR	FPD1530	NONE	39329
1	GATEWAY	MONITOR	FPD1530	NONE	39329
1	GATEWAY	LAPTOP	D510	NONE	39337
1	GATEWAY	LAPTOP	D510	NONE	39337
1	HP	PRINTER	DJ830C	NONE	40393
1	HP	PRINTER	DJ830C	NONE	40393
1	PANASONIC	SCANNER	KVS2065	NONE	40420

**SURPLUS EQUIPMENT
 AUGUST 18, 2015**

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	PANASONIC	SCANNER	KVS2065	NONE	40420
1	HP	PRINTER	DJD4360	NONE	40439
1	HP	PRINTER	DJD4360	NONE	40439
1	HP	PRINTER	OJ6000	NONE	41076
1	HP	PRINTER	OJ6000	NONE	41076
1	HP	PRINTER	OFFICE JET PRO	CN0785Q0VW3	42692
1	HP	PRINTER	1100	NONE	43780
1	HP	PRINTER	1100	NONE	43780
1	HP	PRINTER	1100	NONE	43801
1	HP	PRINTER	1100	NONE	43801
1	HP	PRINTER	1100	NONE	49252
1	HP	PRINTER	1100	NONE	49252
1	HP	PRINTER	DESKJET 6940	MY6828R0HJ	51326
1	HP	PRINTER	OFFICE JET PRO	SDG0B-0506	51580
1	GATEWAY	MONITOR	FPD1730	MUL7007A0072196	NONE
1	VIEWSONIC	MONITOR	VG730M	QBW064820719	NONE
1	DELL	MONITOR	E173FPF	NONE	NONE
1	DELL	MONITOR	E173FPF	NONE	NONE
1	GATEWAY	CPU	E4300	35757541	NONE
1	SHARP	FAX	UX-1100	77109755	NONE
1	APC	POWER DIST	SMT750	AS1137213260	NONE
1	HP	MONITOR	VX720	P010173138	NONE
1	GATEWAY	MONITOR	C1099A	USO1380094	NONE
1	APC	POWER SUPPLY	SUA750	AS0645242059	NONE
1	APC	POWER SUPPLY	SUA750RM2U	AS0815141886	NONE
1	APC	POWER SUPPLY	SU700NET	NS013723021	NONE
1	APC	POWER SUPPLY	SUA1500	AS0330131284	NONE
1	CISCO	WIFI	AIR-AP1220B-A-K9	VDF0641Q1V9	NONE
1	DELL	POWER DIS	10CXM	N/A	NONE
1	DELL	POWER DIS	10CXM	N/A	NONE
1	HP	PRINTER	G85XI	SGG23E01Y5	NONE
1	HP	PRINTER	DESKJET 5650	SG430110TB	NONE
1	VIEWSONIC	MONITOR	VA176W	QRQ81947118	NONE
1	DELL	DESKTOP	GX280	NONE	NONE
1	GATEWAY	MONITOR	FPD1530	NONE	NONE
1	PRINCETON	MONITOR	FPD1530	NONE	NONE
1	GATEWAY	MONITOR	FPD1530	NONE	NONE
1	GATEWAY	MONITOR	FPD1530	NONE	NONE
1	BROTHER	LAMINTOR	LX1200	NONE	NONE
1	HP	PRINTER	1100	NONE	NONE
1	HP	PRINTER	G85XI	SGG23E01Y5	NONE
1	HP	PRINTER	DESKJET 5650	SG430110TB	NONE
1	VIEWSONIC	MONITOR	VA176W	QRQ81947118	NONE
1	DELL	DESKTOP	GX280	NONE	NONE
1	GATEWAY	MONITOR	FPD1530	NONE	NONE
1	PRINCETON	MONITOR	FPD1530	NONE	NONE
1	GATEWAY	MONITOR	FPD1530	NONE	NONE
1	GATEWAY	MONITOR	FPD1530	NONE	NONE
1	BROTHER	LAMINTOR	LX1200	NONE	NONE
1	HP	PRINTER	1100	NONE	NONE

Agenda Item (VI-B-8-d)

Meeting	8/18/2015 - Regular
Agenda Item	Consent Agenda Action (VI-B-8-d)
Subject	Notices of Completion
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees 1) accept the projects listed on the attachments as complete, and 2) approve the execution of the Notices of Completion (under Civil Code Section 3093 – Public Works).

Background Narrative:

Facilities Planning & Development staff reports that the projects listed on the attachments are now complete.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services
Steve Monsanto, Director, Facilities
Bart Doering, Facilities Development Director
Majd Askar, Director of Business Services

Attachments:

[08182015_Notice of Completion](#)

COMPLETED PROJECTS
August 18, 2015

Project

CAADO/CSA Phase I Ground Work - Site Electrical (RCCD)
Underground Heating Water Pipe System (NC)

Contractor

Neal Electric Corp., dba Nealectric, Inc.
Plumbing, Piping & Construction

RECORDING REQUESTED BY
Riverside Community College District
AND WHEN RECORDED MAIL TO:

Name **Aaron S. Brown**
Business and Financial Services
Street Address **1533 Spruce Street**
City & State **Riverside, CA 92507**

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is Riverside Community College District
- The full address of the owner is 1533 Spruce Street, Riverside, CA 92507
- The nature of the interest or estate of the owner is in fee.
Fee Simple
(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 08/18/2015. The work done was:
CAADO/CSA Phase I Ground Work - Site Electrical DSA# 04-112917
- The name of the contractor, if any, for such work of improvement was Neal Electric Corp., dba Neaelectric Inc.
(If no contractor for work of improvement as a whole, insert "none")
- The property on which said work of improvement was completed is in the city of Riverside,
County of Riverside, State of California, and is described as follows: Community College
- The street address of said property is 4800 Magnolia Avenue, Riverside, CA 92506
(If no street address has been officially assigned, insert "none")

Dated: 08/18/2015

Riverside Community College District
President, Board of Trustees

Signature of owner or corporate officer of owner
named in paragraph 2 or his agent

VERIFICATION

I, the undersigned, say: I am the Vice Chancellor, Business & Financial Services, Aaron S. Brown the declarant of the foregoing
(President of, "Manager of," "A partner of," "Owner of," etc.)
notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____, at Riverside, California.
(Date of signature) (City where signed)

(Personal signature of the individual who is swearing that the contents of the notice of completion are true)

RECORDING REQUESTED BY
Riverside Community College District
AND WHEN RECORDED MAIL TO:

Name **Aaron S. Brown**
Business and Financial Services
Street Address **1533 Spruce Street**
City & State **Riverside, CA 92507**

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is Riverside Community College District
- The full address of the owner is 1533 Spruce Street, Riverside, CA 92507
- The nature of the interest or estate of the owner is in fee.
Fee Simple
(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 08/18/2015. The work done was:
Underground Heating Water Pipe System
- The name of the contractor, if any, for such work of improvement was Plumbing, Piping & Construction
(If no contractor for work of improvement as a whole, insert "none")
- The property on which said work of improvement was completed is in the city of Norco,
County of Riverside, State of California, and is described as follows: Community College
- The street address of said property is Norco College, 2001 Third Street, Norco, CA 92860
(If no street address has been officially assigned, insert "none")

Dated: 08/18/2015

Riverside Community College District
President, Board of Trustees

Signature of owner or corporate officer of owner
named in paragraph 2 or his agent

VERIFICATION

I, the undersigned, say: I am the Vice Chancellor, Business & Financial Services, Aaron S. Brown the declarant of the foregoing
("President of," "Manager of," "A partner of," "Owner of," etc.)
notice of completion; I have read said notice of completion and know the contents thereof, the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____, at Riverside, California.
(Date of signature) (City where signed)

(Personal signature of the individual who is swearing that the contents of the notice of completion are true)

Agenda Item (VIII-A-1)

Meeting	8/18/2015 - Regular
Agenda Item	Committee - Governance (VIII-A-1)
Subject	Board Policies for First Reading
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees accept for first reading Board Policies 2315, 2330, 3225, 4225, 5140, and 5500.

Background Narrative:

The Board Policies listed below are presented to the Board for first reading:

Board of Trustees

Board Policy 2315 Closed Session – Revision to the Policy originally adopted on September 16, 2008.

Board Policy 2330 Quorum and Voting - Revision to the Policy originally adopted on September 16, 2008.

General Information

Board Policy 3225 Institutional Effectiveness – New policy legally advised by the CCLC.

Academic Affairs

Board Policy 4225 Course Repetition - Revision to the Policy originally adopted on December 9, 2008.

Student Services

Board Policy 5140 Disabled Student Programs and Services – Revision to the Policy last revised on September 18, 2012.

Board Policy 5500 Standards of Student Conduct – Revision to the Policy last revised on August 20, 2013.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services
Ruth Adams, General Counsel

Attachments:

[08182015_Board Policies - First Reading](#)

Riverside Community College District Policy

No. 2315

Board of Trustees
DRAFT – CCLC UPDATE

BP 2315 CLOSED SESSIONS

References:

Education Code Section 72122;
The Brown Act - Government Code Sections 54956.8, 54956.9, 54957, 54957.6;
and Government Code Section 11125.4

Closed sessions of the Board of Trustees shall only be held as permitted by applicable legal provisions including but not limited to the Brown Act, California Government Code and California Education Code. Matters discussed in closed session may include:

- the appointment, employment, evaluation of performance, discipline or dismissal of a public employee;
- charges or complaints brought against a public employee by another person or employee, unless the accused public employee requests that the complaints or charges be heard in an open session. The employee shall be given at least twenty-four (24) hours written notice of the closed session.
- advice of counsel on pending litigation, as defined by law;
- consideration of tort liability claims as part of the District's membership in any joint powers agency formed for purposes of insurance pooling;
- real property transactions;
- threats to public security;
- review of the District's position regarding labor negotiations and giving instructions to the District's designated negotiator;
- discussion of student disciplinary action, with final action taken in public;
- conferring of honorary degrees;
- consideration of gifts from a donor who wishes to remain anonymous;
- to consider its response to a confidential final draft audit report from the Bureau of State Audits.

The agenda for each regular or special meeting shall contain information regarding whether a closed session will be held and shall identify the topics to be discussed in any closed session in the manner required by law.

After any closed session, the Board of Trustees shall reconvene in open session before adjourning and shall announce any actions taken in closed session and the vote **or abstention** of every member present.

All matters discussed or disclosed during a lawfully held closed session and all notes, minutes, records or recordings made of such a closed session are confidential and shall remain confidential unless and until required to be disclosed by action of the Board of Trustees or by law.

Date Adopted: September 16, 2008

Revised:

(Replaces, in part, Policy 1010)

Riverside Community College District Policy

No. 2330

**Board of Trustees
DRAFT – CCLC Update**

BP 2330 QUORUM AND VOTING

References:

Education Code Sections 70902(b)(13), 72000(d)(3), 81310 et seq., 81365, 81379, 81430-81433, 81470-81474, 81510 and 81511;
Government Code Section 53094, **54950, et seq.**;
Code of Civil Procedure Section 1245.240
Title 5, Section 58307

A quorum of the Board shall consist of a simple majority of the members.

All motions will be passed by majority vote of all the membership constituting the governing board, except as noted below.

No action shall be taken by secret ballot. ***The Board will publicly report any action taken in open session and the vote or abstention of each individual member present.***

The following actions require a two-thirds majority vote of all members of the Board of Trustees:

- Resolution of intention to sell or lease real property (except where a unanimous vote is required);
- Resolution of intention to dedicate or convey an easement;
- Action to declare the District exempt from the approval requirements of a planning commission or other local land use body;
- Transfer of District funds from reserve for contingencies to any expenditure classification.
- Lease of District real property for a term not exceeding three months having a residence thereon, which cannot be developed for District purposes because of the unavailability of funds.
- Resolution of intention to exchange District real property for the real property of another person or private business.
- Resolution to condemn real property.
- As may be otherwise required by law.

The following actions require a unanimous vote of all members of the Board of Trustees:

- Resolution authorizing the sale, exchange, grant or quitclaim of all or any interest in, or lease, to another public entity for a term not exceeding 99 years, of District real property not needed for classroom purposes.
- Sale of District personal property not needed for school purposes and the value of which does not exceed \$5,000.
- Exchange of District real property to settle a dispute with adjacent owner of real property.
- Resolution to enter into and be a party to a community lease for the extraction and taking of gas, not associated with oil, from real property owned by the District and other parties.
- As may be otherwise required by law.

Date Adopted: September 16, 2008

Revised:

(Replaces, in part, Policy 1010)

Riverside Community College District Policy

No. 3225

**General Institution
DRAFT - CCLC New Policy**

BP 3225 INSTITUTIONAL EFFECTIVENESS

References

Education Code Sections 78210 et seq. and 84754.6;
ACCJC Accreditation Standard I.B.5-9

Note: *This policy is legally advised for those districts that receive funds under the Seymour-Campbell Student Success Act of 2012, Education Code Sections 78210 et seq.*

The Board is committed to developing goals that measure the ongoing condition of the District's operational environment. The Board regularly assesses the District's institutional effectiveness.

Date Adopted:

(New Policy for the District)

Riverside Community College District Policy

**No. 4225
Academic Affairs**

BP 4225 COURSE REPETITION

Reference:

Title 5 Sections 55040-55046, 55253 and 56029

Students may repeat both Non-Repeatable and Repeatable courses that are current courses within the district, according to Administrative Procedures 4225, 4227, 4228 and 4229.

Courses may be repeated after a significant lapse of time, which is defined as ***no less than 36 months since the most recent grade was obtained*** ~~five (5) or more years~~.

When course repetition occurs, the permanent academic record shall be annotated in such a manner that all work remains legible, insuring a true and complete academic history. The most recent grade earned shall be used to compute the GPA.

Date Adopted: December 9, 2008

Revised: May 18, 2010

Revised:

Riverside Community College District Policy

**No. 5140
Student Services**

CCLC Update

BP 5140 DISABLED STUDENT PROGRAMS AND SERVICES

References:

Education Code Sections 67310 and 84850;
Title 5 Sections 56000 et seq. and 56027

The District is committed to the full inclusion of and effective communication with individuals with disabilities.

Students with disabilities shall be reasonably accommodated pursuant to federal and state requirements in all applicable programs in the District.

Disabled Student Programs and Services (DSP&S) shall be the primary provider of reasonable accommodations, academic adjustments, adaptive equipment, rehabilitation counseling and academic counseling to students with qualifying documented disabilities who request these services.

DSP&S services shall be available to students with verified disabilities. The services to be provided include, but are not limited to, reasonable accommodations, academic adjustments, **technology accessibility**, accessible facilities, equipment, instructional programs, rehabilitation counseling and academic counseling.

Procedures that specify the standards for publication of alternative formats and guidelines for designing, creating, purchasing, and disseminating materials utilized in communicating to the community we serve will be revised and updated as appropriate.

No student with disabilities is required to participate in Disabled Students Programs and Services Program.

The District/College shall respond in a timely manner to accommodation requests involving academic adjustments. The Chancellor shall establish a procedure to implement this policy which, at a minimum, provides for an individualized review of each such request, and permits interim decisions on such requests pending final resolution by the appropriate administrator or designee.

The Chancellor shall assure that the Offices of DSP&S conform to all requirements established by the relevant laws and regulations.

Date Adopted: November 18, 2008

Revised: September 18, 2012

Revised:

Riverside Community College District Policy

No. 5500
Student Services
DRAFT

BP 5500 STANDARDS OF STUDENT CONDUCT

References:

Ed Code Section 66300, 66301, 76033;
ACCJC Accreditation Standards I.C.8 and 10 (formerly II.A.7.b)
Health and Safety Code Section 11362.79
34 C.F.R. Part 86, et seq.

The Chancellor shall establish procedures for the imposition of discipline on students in accordance with the requirements for due process of the federal and state law and regulations.

The procedures shall clearly define the conduct that is subject to discipline, and shall identify potential disciplinary actions, including but not limited to the removal, suspension, or expulsion of a student.

The Board of Trustees shall consider any recommendation from the Chancellor for expulsion. The Board of Trustees shall consider an expulsion recommendation in closed session unless the student requests that the matter be considered in a public meeting. Final action by the Board of Trustees on the expulsion shall be taken at a public meeting.

The procedures shall be made widely available to students through the college catalog(s) and other means.

The following conduct shall constitute good cause for discipline, including but not limited to the removal, suspension, or expulsion of a student.

1. Causing, attempting to cause, implying, or threatening to cause, harm to another person whether or not the threat is ***in writing, by electronic means (including social media) or*** in person. ***Harm is*** defined as, but not limited to, physical harm, harm to profession (defamation) or psychological harm.

Threats of any kind directed at anyone on District property or one of its approved educational sites will not be tolerated. District Police shall be called by the receiver of the threat or anyone on behalf of the receiver.

2. Possessing, selling or otherwise furnishing any firearm, knife, explosive or other dangerous object, including but not limited to any facsimile firearm, knife or explosive, unless, in the case of possession of any object of this type, the student has obtained written permission to possess the item from a District employee, which is concurred by the Chancellor.
3. Possessing, using, selling, offering to sell, or furnishing, or being under the influence of, any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the California Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind; or unlawful possession of, or offering, arranging or negotiating the sale of any drug paraphernalia, as defined in California Health and Safety Code Section 11014.5. It is also unlawful under federal law, to possess, use, sell, offer to sell, furnish, or be under the influence of, any controlled substance, including medical marijuana.
4. Committing or attempting to commit robbery, bribery, or extortion.
5. Causing or attempting to cause damage to District property or to private property on campus.
6. Stealing or attempting to steal District property or private property on campus, or knowingly receiving stolen District property or private property on campus.
7. Willfully or persistently smoking, **including e-cigarettes and vapor devices** in any area where smoking has been prohibited by law or by policy or procedure of the District.
8. Committing sexual harassment as defined by law or by District policies and procedures.
9. Engaging in harassing or discriminatory behavior toward an individual or group based on ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race **or ethnicity**, color, ancestry, genetic information, sexual orientation, physical or mental disability, **pregnancy, military or veteran status**, 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 Penal Code, or any other status protected by law.
10. Engaging in **negligent and/or** willful misconduct which results in injury or death to a student or to District personnel or which results in cutting,

defacing, or other injury to any real or personal property owned by the District or on campus.

11. Engaging in disruptive behavior, willful disobedience, habitual profanity or vulgarity, or the open and persistent defiance of the authority of, or persistent abuse of, District personnel.
12. Engaging in dishonesty

Forms of Dishonesty include, but are not limited to:
 - a. Plagiarism, defined as presenting another person's language (spoken or written), ideas, artistic works or thoughts, as if they were one's own;
 - b. Cheating, defined as the use of information not authorized by the Instructor for the purpose of obtaining a grade. Examples include, but are not limited to, notes, recordings, internet resources and other students' work;
 - c. Furnishing false information to the District for purposes such as admission, enrollment, financial assistance, athletic eligibility, transfer, or alteration of official documents;
 - d. Forging, altering or misusing District or College documents, keys (including electronic key cards), or other identification instruments.
 - e. Attempting to bribe, threaten or extort a faculty member or other employee for a better grade;
 - f. Buying or selling authorization codes for course **registration access**.
13. Entering or using District facilities without authorization.
14. Engaging in lewd, indecent or obscene conduct on District-owned or controlled property, or at District-sponsored or supervised functions.
15. Engaging in expression which is obscene; libelous or slanderous; or which so incites students as to create a clear and present danger of the commission of unlawful acts on college premises, or the violation of lawful District administrative procedures, or the substantial disruption of the orderly operation of the District.
16. Engaging in persistent, serious misconduct where other means of

correction have failed to bring about proper conduct.

17. Preparing, giving, selling, transferring, distributing, or publishing, for any commercial purpose, of any contemporaneous recording of an academic presentation in a classroom or equivalent site of instruction, including but not limited to handwritten or typewritten class notes, except as permitted by any District policy or administrative procedure without authorization.
18. Using, possessing, distributing or being under the influence of alcoholic beverages, controlled substance(s), or poison(s) classified as such by Schedule D, Section 4160 of the Business and Professions Code, while at any District location, any District off-site class, or during any District sponsored activity, trip or competition.
 - a. In accordance with Section 67385.7 of the Education Code and in an effort to encourage victims to report assaults, the following exception will be made: The victim of a sexual assault will not be disciplined for the use, possession, or being under the influence of alcoholic beverages or controlled substances at the time of the incident if the assault occurred on District property or during any of the aforementioned District activities.
19. Violating the District's Computer and Network Use Policy and Procedure No. 3720 in regard to their use of any, or all, of the District's Information Technology resources.
20. Using electronic recording or any other communications devices (such as MP3 players, cell phones, pagers, recording devices, etc.) in the classroom without the permission of the instructor.
21. Eating (except for food that may be necessary for a verifiable medical Condition) or drinking (except for water) in classrooms.
22. Gambling, of any type, on District property.
23. Bringing pets (with the exception of service animals) on District property.
24. Distributing printed materials without the prior approval of the Student Activities Office. Flyers or any other literature may not be placed on vehicles parked on District property.

25. Riding/using bicycles, motorcycles, or motorized vehicles (except for authorized police bicycles or motorized vehicles) outside of paved streets or thoroughfares normally used for vehicular traffic.
26. Riding/using any and all types of skates, skateboards, scooters, or other such conveyances is prohibited on District property, without prior approval.
27. Attending classrooms or laboratories (except for those individuals who are providing accommodations to students with disabilities) when not officially enrolled in the class or laboratories and without the approval of the faculty member.
28. Engaging in intimidating conduct or bullying against another person through words or actions, including direct physical contact; verbal assaults, such as teasing or name-calling; social isolation or manipulation; **doxing** and cyberbullying.
29. Abuse of process, defined as the submission of malicious or frivolous complaints.
30. Violating any District Board Policy or Administrative Procedure not mentioned above.

Responsibility

- A. The Chancellor is responsible for establishing appropriate procedures for the administration of disciplinary actions. In this regard, please refer to Administrative Procedure 5520, which deal with matters of student discipline and student grievance.
- B. The Vice President of Student Services of each College will be responsible for the overall implementation of the procedures which are specifically related to all nonacademic, student related matters contained in Administrative Procedure 5520.
- C. The Vice President of Academic Affairs of each College will be responsible for the overall implementation of the procedures which are specifically related to class activities or academic matters contained in Administrative Procedure 5522.
- D. For matters involving the prohibition of discrimination and harassment, the concern should be referred to the District's Diversity, Equity and Compliance Office.

- E. The definitions of cheating and plagiarism and the penalties for violating standards of student conduct pertaining to cheating and plagiarism will be **included** published in all schedules of classes, the college catalog, the student handbook, and the faculty handbook, **all of which are produced and posted to the college websites.** Faculty members are encouraged to include the definitions and penalties in their course syllabi.

Date Adopted: May 15, 2007
(Replaces the Standards of Student
Conduct portion of Policy 6080)
Revised: May 17, 2011
Revised: August 20, 2013
Revised:

Agenda Item (VIII-B-1)

Meeting	8/18/2015 - Regular
Agenda Item	Committee - Teaching and Learning (VIII-B-1)
Subject	Substantive Change Proposal for Compliance with ACCJC Policies for Norco College/Electrician Apprenticeship Program
College/District	Norco
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees approve the Substantive Change Proposal to ACCJC from Norco College for compliance with ACCJC policies.

Background Narrative:

At the May 19, 2015 meeting, the Board of Trustees approved the electrician apprenticeship program courses to be offered in partnership with the International Brotherhood of Electrical Workers (IBEW), Local 440 & 447, enabling students to become journeyman electricians. The courses will be offered at the IBEW training centers in Riverside and San Bernardino.

The attached Substantive Change Proposal prepared for the Accrediting Commission for Community and Junior Colleges (ACCJC) demonstrates that Norco College is prepared to meet the requirements of accreditation in each of the courses at the off-campus sites. The proposal has been reviewed and approved through the College's strategic planning process.

Prepared By: Paul Parnell, President, Norco College
Diane Dieckmeyer, Vice President, Academic Affairs
Kevin Fleming, Dean of Instruction, CTE Programs and Grants

Attachments:

[Substantive Change Proposal](#)

Norco College
Substantive Change Proposal
August 2015



Prepared by:
Dr. Diane Dieckmeyer, Vice President Academic Affairs
Dr. Kevin Fleming, Dean of Instruction, Career & Technical Education

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Statement of Proposal Review and Approval

The Norco College Substantive Change Proposal has been reviewed for accuracy and information by the District’s governance leadership. It was reviewed by the Riverside Community College District Board of Trustees on _____ .

Paul Parnell, President, Norco College

Virginia Blumenthal, President, RCCD Board of Trustees

A. Overview of Substantive Change

The purpose of this substantive change proposal is to request approval to transfer a current apprenticeship program for the Riverside/San Bernardino Joint Electrical Apprenticeship & Journeyman Training program from Palomar College (San Diego County) to Norco College (Riverside County). The class offerings would constitute 100 percent of the ten courses (35 units) needed to complete the Electricians Apprenticeship Program (NCE 656) at the site of a community labor organization, the International Brotherhood of Electrical Workers (IBEW). Local 440 & 477. The IBEW training centers will remain at 1405 Spruce Street, Suite G, Riverside, CA, and 1855 Business Center Drive in San Bernardino, CA. Currently students are required to commute to San Diego for these additional course offerings. Under this new arrangement, students will be able to complete Norco College general education requirements on campus enabling them to also earn a certificate or AS degree in Electrician Apprenticeship (NCE 656). The apprenticeship committee officially voted for the change at their board meeting on January 20, 2015.

1. Description of Proposed Change

Since its founding, Norco College has been committed to serving its community, developing skills and expertise in the workforce, and establishing partnerships that address educational and career goals. During the spring 2014 term, Norco College was contacted by the International Brotherhood of Electrical Workers Local 440 & 477, a labor organization, regarding transferring their current apprentice program from Palomar College to Norco College so as to provide their apprentices with training and a possible certificate and Associate of Science degree in Electrician Apprenticeship. While IBEW Local 440 is located in Riverside, CA they share a training center with Local 477 in San Bernardino. Norco College is the only community college in Inland Southern California offering a degree in Digital Electronics, and now Electrician, as well as Electrician Apprenticeship.

The transfer was prompted by the need for the Lead Educational Agency (LEA) to be in closer proximity to the IBEW training centers. Transferring this partnership to Norco College will allow their 400+ apprentices a shorter commute to complete degrees and certificates since most live in a closer proximity to Norco College than to Palomar College.

In designing and implementing the change, consideration was given to the location of the training center and Norco College and the natural move benefiting all participants, the strength of the local community, and individual apprentices.

2. Relationship to Institution's Stated Mission

Norco College (NC) is committed to serving its community and strengthening its workforce. This is underscored in the College's mission statement, "Norco College serves our students, our community and its workforce by providing educational opportunities, celebrating diversity, and promoting collaboration. We provide foundational skills and pathways to transfer, career and technical education, certificates and degrees." The collaboration between NC in partnership with IBEW is in direct alignment with the College's mission. NC will offer career and technical education to the IBEW apprentices, thus providing convenient access to the certificate/degree in Electrician Apprenticeship. The established pathway will provide incumbent workers with the

opportunity to upgrade skills and complete a certificate and degree. It will also provide the College with an additional way to assess the workplace applicability and effectiveness of the Electrician Apprenticeship curriculum that could lead to future curricular revision and program improvement.

Norco College's Career and Technical Education mission is to offer the education and training necessary to lead individuals directly to employment, update the knowledge and skills of current workers, and/or lead to further academic growth at 4-year universities. Offering the existing curriculum offsite at the IBEW training center locations helps to meet the demands of "our students, our community, and its workforce." Collaborating with the District offices, and meeting the needs of industry, while at the same time addressing educational planning goals, are also a fundamental component of Norco College's operations and its vision of "creating opportunity to transform our students and community for the dynamic challenges of tomorrow." The program positively affects and is congruent with the College's strategic goals:

- Goal 1: Increase Student Achievement and Success
- Goal 3: Increase Student Access
- Goal 4: Create Effective Community Partnerships
- Goal 5: Strengthen Student Learning

3. Rationale for Change and Request

IBEW is a national labor organization with 725,000 members operating in all 50 states and Canada. They are responsible for supplying a trained workforce to deliver employees to work for companies that do electrical construction, power delivery, communications, and electrical service. The local move of the Lead Educational Agency (LEA) from Palomar College to Norco College places the training in the appropriate county and allows better access for apprentices in IBEW Local 440 & 477.

Since the IBEW apprentices enrolling in this program are already employed, the regional labor market data is not germane to the College's request to become the LEA. IBEW's request demonstrates the organization's commitment to the effectiveness and productivity of its apprentices and the trust and value it places on community college apprenticeship education and its faith in Norco College as a partner. Additionally, IBEW's desire to offer the program at its training center is another tangible indication of the direct workplace applicability of the College's Electrician Apprenticeship program and its value as a platform for increasing the skills in the region's incumbent workforce.

Finally, as previously stated, Norco College's participation is a direct reflection of its dedication to and adherence with the College's mission to serve its community and workforce by extending educational opportunities.

B. Description of the Process Leading to Request for Change

1. Assessment of Needs and Resources

Before entering into the formal agreement with IBEW, the Norco College administration reviewed the total cost of instruction including staff and resources needed to implement the program:

Staff: Instructional and support staff for the training sites will be provided by the IBEW which are in place currently performing those tasks. Related and Supplemental Instruction (RSI) funds received from the California Community College Chancellor's Office (CCCCO) will help fund a staff member to coordinate the paperwork and communications associated with this program.

Facility: International Brotherhood of Electrical Workers will house the training at its on-site training classroom and labs in Riverside and San Bernardino. These spaces have been made available exclusively for classroom instruction during the agreed-upon hours scheduled for the program. The location is ADA compliant, has the required instructional technology in place (computer, projector, audio), is well lit, and comfortably seats the apprentices.

Equipment: Equipment, books, and materials are supplied at the training center by IBEW for all apprentices.

Admissions and Enrollment: Norco College's Admissions and Records Office, with support from the District Business Systems Analyst, created a unique student flag and registration rules process for IBEW apprentice students so they can be individually identified and tracked within the Datatel administrative system. This will assist with future data management, assessments, and reporting student success associated with this program and will streamline the registration and enrollment of the IBEW apprentices who participate in the program. IBEW will report attendance to Norco College on a monthly basis which will then be reported to CCCCCO according to published timelines.

IBEW students will be enrolled in electrician apprenticeship classes based on an agreed upon schedule by using the standard management system, WebAdvisor. All students, including those taking classes at the training site, will be able to utilize the online schedule of classes, academic review functionality, forthcoming student portal and resources and documents posted to the college WebAdvisor page. When IBEW students complete their academic program of study, they will apply in WebAdvisor for both their Electrician Apprenticeship certificate and AS degree if the academic requirements are complete.

2. Anticipated Benefit resulting from Change

The agreement with IBEW will increase access to educational opportunity for the community's workforce while serving the customized business needs of a large labor organization within the Inland Southern California region. Upon successful completion, the projected results of this collaborative learning endeavor will be:

- Increased resident access to a community college education
- Increased completion of Electrician certificate/associate in science degrees
- Upgraded skills and expertise for IBEW apprentices and incumbent workers
- A strong, innovative public-private partnership forged with IBEW, their employees, and the regional community which can serve as a model for replication

- Reinvestment in the College's Electrician Apprenticeship program through an infusion of instructional equipment which benefits future and current STEM students

3. Anticipated Institutional Impact

The impact of the transfer of this program comes with Related and Supplemental Instruction (RSI) funds instead of FTES. RSI funds are reimbursed to the program sponsor at an hourly rate of \$5.64, minus Norco College costs. Norco College has negotiated a split of 85% to IBEW and 15% to Norco College. Fiscal infrastructure to receive and manage the RSI funds will be developed and implemented. This includes receiving funds from CCCCCO and distributing them to IBEW, as well as managing administrative costs at Norco College. RSI funds (approximately \$150,000, of which \$22,000 net to Norco annually). This amount will cover administrative costs incurred by the college including enrolling apprentices into the college, attending meetings, completing reporting documents as needed, and providing educational support.

With instruction occurring at an off-campus site, it will have no impact on facilities or equipment used for on-campus instruction. Parking and any concerns regarding campus congestion are completely eliminated.

4. Description of Planning and Preparation for Change

In the spring 2014 term, an initial meeting was held with representatives from IBEW and administrators from Norco College. Representatives from IBEW explained the need to increase the level of education of their workforce and their interest in providing an associate degree in electrician apprenticeship geographically within the Inland Empire. IBEW's intent and commitment included a willingness to work with Norco College with the condition that the instruction be scheduled to meet apprentice work schedules and be held at the existing training center locations. A preliminary plan was developed in which the Electrician Apprenticeship courses would be delivered by IBEW at the training center and awarded credit from Norco College. For students, this seamless and convenient plan of study at their site would provide an opportunity for earning the certificate or AS degree, if qualified, from Norco College as the designated award-granting institution.

In summer 2014, a follow up meeting was held at IBEW which included representatives from Norco College and IBEW. The group toured the facility to insure that proper equipment, technology and classroom space existed to meet Norco College's standards for delivering the program. The electrician apprenticeship curriculum was reviewed to confirm its alignment with IBEW's expectations and state requirements by the California Division of Apprenticeship Standards (DAS). A five-year schedule of course delivery was discussed and a draft schedule was created with tentative plans to begin offering classes in fall 2015.

The same representatives met again in August 2014, to finalize details for the fall 2015 implementation of the plan. Details related to the delivery of instruction and the first day of school were discussed, including the confirmation that textbooks, instructional equipment, and software were in place to begin classes. IBEW personnel were provided with information regarding available student resources related to enrollment, counseling, and special services in

general. During this same period, Norco College contacted the staff at Accrediting Commission for Community and Junior Colleges (ACCJC) to inquire as to the necessity of submitting a substantive change proposal. After thorough consultation with a staff member, it was decided that a substantive change proposal should be submitted to the Commission.

The partnership was vetted through the College's strategic planning process and embraced enthusiastically by the college community. Academic Affairs and Student Services departments met multiple times during the fall 2014 term to coordinate the proper communication and delivery of support services to IBEW apprentices. In addition, meetings were held with the Faculty Association (CTA) bargaining unit and the Riverside Community College District throughout the spring 2015 term to review the contract and ensure that appropriate protocols were being followed regarding the hiring of faculty and the program implementation. After a thorough review by District officials, the program was approved by the RCCD Board of Trustees on May 19, 2015.

C. Institutional Resources: Faculty, Administration, and Support

Norco College's Dean of Instruction of Career and Technical Education as well as the Employment Placement Coordinator are the lead employees for the program to be offered at IBEW. They are supported by the College President, Vice President of Academic Affairs, Dean of Admissions and Records, Dean of Instruction, Vice President of Student Services, the Office of Institutional Effectiveness, and the Riverside Community College District Office personnel. Numerous e-mails and meetings have occurred with the aforementioned, and staff members in all related departments, to plan and prepare for the delivery of developed apprentice courses at IBEW's training center including:

- Initial budget analysis and program development
- Transferability of Palomar College courses to Norco College
- Student transcript evaluation process
- Communication with the CCCCCO
- Curriculum alignment and approval from the CA Division of Apprentice Standards
- Curriculum development
- Student registration, tuition/fee charges/process
- Proper RSI/section coding and data management
- Communications with IBEW and Palomar College
- Information Systems coding, tracking, and reporting alignment
- Facility inspections
- Software and equipment identification for IBEW
- Meeting/communications with the CTA, District leadership, and Board of Trustees

In addition to the administration and staff functions mentioned above, the Norco College faculty have provided leadership in coordinating and implementing the logistics associated with delivering the program curriculum to the IBEW apprentices (students) at the existing training locations.

1. Faculty and Student Support Services

Faculty hiring: Riverside Community College District faculty maintain the first right of refusal to teach in the Electrician Apprenticeship Program. In most instances, instructors for the apprenticeship training are provided by IBEW and have already been teaching in the program through ACCJC accredited Palomar College, prior to the transfer to Norco College.

Professional Development: In strategic planning for this change, the Dean of Instruction for Career and Technical Education sought advice and best practices from the CCCCO, and other Career and Technical Education (CTE) Deans throughout California with similar programs. This research and informal mentorship assisted the College in appropriately planning to offer these apprenticeship courses via an off-campus location. Instructor orientation and training will include an overview of college and district operational policies as well as specific processes and required reporting (rosters, apprentice hours, attendance sheets, syllabus, etc.). The faculty member is also invited to workshops on outcomes assessment and the use of data for improved learning outcomes, and innovative teaching practices.

Student Services: In planning for this change, the Vice President of Academic Affairs, Vice President of Student Services, and Dean of Instruction for Career and Technical Education discussed the student services offered at the College to ensure that students taking classes at IBEW would have access to the same services. College literature, including the College's support services brochure, will be hand-delivered to both the faculty and apprentices at IBEW to ensure students had the full knowledge and awareness of all college services.

Counseling Services: As part of the Assessment, Orientation, Counseling (AOC) matriculation requirement, all new students view an online orientation hosted by the counseling department and complete an electronic one-semester student education plan (SEP) that is reviewed by an educational advisor. All students, both new and continuing, are able to meet with counselors in face-to-face appointments, and via express walk-in counseling; and online appointments are also available. During online appointments, counseling takes place in "chat" format through Blackboard (Bb 9.1). If a SEP is developed, the counselor shall email a PDF of the SEP to the apprentice.

Library Resources: The Wilfred J. Airey Library holds approximately 27,852 print volumes; over 500,000 e-books; 1,837 reserve textbooks; 95 hard copy periodical subscriptions; five daily newspaper subscriptions, and 627 DVDs/videos. For off-site use, the library offers over 50 electronic resource subscription databases for informational and research purposes that provide on-campus and distance/mobile access to students, faculty and staff. During all library open hours students, faculty, staff and community members may visit or telephone the library to obtain informational and research assistance from reference librarians who are library faculty members. The library also offers 24/7 live chat reference librarian assistance provided by a consortium of certificated academic librarians to students, faculty, and staff from any location where online access can be acquired. These librarians direct, guide and instruct students in the usage of the Norco College Library collection of electronic resources to meet their informational and research needs around the clock.

The library's website is accessible from any computer with Internet access (on or off campus). Books, ebooks, multimedia, and streaming video are available via the virtual library catalog. Norco College students, faculty, and staff can access library databases remotely with ID number

and password. Online library research guides (LibGuides) are also available on the library website. Library users can access the virtual research guides both on and off campus from any computer with internet access; no login is required. Faculty librarians can be reached via email at norcocollegelibrary@norcocollege.edu or phone at (951) 372-7115 during operating library hours.

Tutorial Services: Norco College has contracted with NetTutor Online Tutoring Service to provide tutorial assistance to distance education and off-site students who have Internet access. NetTutor enables students to enter a live NetTutor session (where they are tutored one-on-one), submit a question to the mail center, and come back later for the tutor's response, or upload a paper and come back later for the tutor's feedback. The tutors employed by NetTutor are subject matter experts in the fields they tutor and hold at least a Bachelor's Degree, although many hold Master's and PhD's and are trained in best practices, as well as learning theory. IBEW apprentices shall receive a customized, unique access code as well as a specific flyer to utilize NetTutor for all their classes.

Other Services: The institution offers a number of other services targeting the needs and learning styles of various student sub-populations including:

Disability Resource Center: The (DRC) provides support for students with disabilities and offers brown bag workshops for faculty to recognize the needs of this population.

Career and Job Placement Center: Even though the IBEW is a labor organization, the college Career and Job Placement Center will work with IBEW apprentices to further career exploration and employment opportunities. It works in conjunction with a variety of other student services offices to enhance students' academic, professional, and personal experiences. Services include access and training in the use of such online career programs as EUREKA and ePortfolios.

2. Equipment and Facilities Availability and Oversight

The safety of the students and instructor is maximized by the presence of a secure facility at the IBEW training center. Only IBEW members or invited guests are able to enter the facility. The facility is open to the general public but only if prior approval is obtained. In addition, the facility is an ADA compliant structure with proper lighting, ventilation, heating and cooling, bathroom facilities, and a break room with food preparation access. Equipment and materials for the training are supplied by the IBEW.

Primary IBEW Training Facility, San Bernardino, CA



IBEW Reception Area
IBEW Training/Classroom





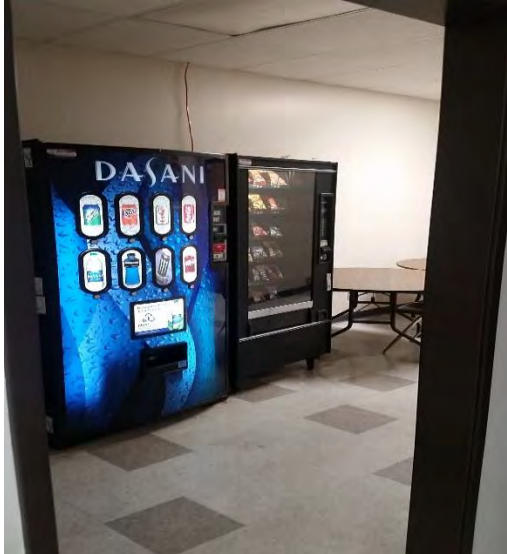
IBEW Student Computer Stations



IBEW Student Textbooks and Materials



IBEW Break/Study Lounge



IBEW Parking Lot



3. Fiscal Resources and Potential Impact

There is no negative impact to the institution’s resources, and only a small increase (approximately \$22,000) annually from RSI funds. The facility, equipment, and cost of instruction for offering the electrician apprenticeship courses are funded by RSI funds, allocated on the basis of student hours, reimbursed to IBEW.

<i>Course</i>	<i>Units</i>
ELE-400, Introduction to the Electrical Trades and Construction Safety	3.5
ELE-401, Introduction to Electrical Theory, Basic Math Concepts, and the National Electric Code	3.5
ELE-402, Advanced DC Circuit Concepts, Introduction to 3-Phase AC Circuits, Test Equipment, and National Electric Code	3.5
ELE-403, AC Circuit Concepts, Applied Electronics, and National Electric Code Applications	3.5
ELE-404, Digital Logic Circuits, Conductor Characteristics, Applications, and National Electric Code (NEC)	3.5
ELE-405, Electrician Blueprint Reading with Code Applications for National Electrical Code (NEC)	3.5
ELE-406, Grounding Systems, Advanced Blueprints and Specifications, Motor Design and Installation, and National Electric Code	3.5
ELE-407, Motor Control Principles, Generators and Power Supplies, with National Electric Code (NEC)	3.5
ELE-408, Transformer Theory, Leadership, Management, and Test Equipment	3.5
ELE-409, Electrician Specialty Systems	3.5
<i>Totals</i>	35

Additional program costs: The 15% administration services fee retained by Norco College shall be directed to administrative and staff expenses for coordinating the paperwork, records, and communications for the program.

D. Assessment and Monitoring of Outcomes and Intended Achievement

As an ongoing part of program review, disciplines are required to review courses and/or programs every four years in the comprehensive program review process to ensure currency and relevance of course content and to meet accreditation standards and Title 5 regulations. The Electrician Apprenticeship curriculum was created in 2014-15 and as a new academic program shall be annually reviewed during the program review process. All CTE programs, such as the electrician program, have defined program learning outcomes (PLOs). CTE program-level assessment is a particular focus of the College’s assessment effort since before 2009. All CTE programs, including Electrician Apprenticeship, have

completed a process of mapping and aligning course SLOs to PLOs. This mapping ensures that students have a clear path to achieving the required PLOs as they complete their program-related coursework.

CTE faculty are also engaged in assessing outcomes at the course and program-levels. SLOs and PLOs in the electrician apprenticeship program shall be assessed in alignment with a regular rotation, once every 4 years. The results of each assessment are to be analyzed, in accordance with a rubric, and submitted to the Norco College Assessment Committee. As members of Norco College's Assessment Committee, career and technical education faculty collaborate on the development of assessment instruments and the committee co-chairs provide individual technical assistance in developing and executing both indirect and direct assessment of course SLOs and program PLOs.

To assure adherence to the course outline of record, which includes course student learning outcomes, the scope of the faculty evaluation process includes adherence to the course outline of record. Norco College follows a prescribed routine cycles of evaluation. Proper evaluations for the Electrician Apprenticeship program will be conducted in alignment with state education code and labor code.

E. Evidence of Maintenance of Eligibility Requirements

1. Authority

The institution is authorized or licensed to operate as an educational institution and to award degrees by an appropriate governmental organization or agency as required by each of the jurisdictions or regions in which it operates.

Norco College is accredited by the Accrediting Commission for Community and Junior Colleges Western Association of Schools and Colleges. Founded as a campus of the Riverside Community College system in 1991, it received initial accreditation as a separate college in 2010. It is authorized to operate as an educational institution and award degrees under regulations of the California State Department of Education and the California Community Colleges Chancellor's Office.

2. Mission

The institution's educational mission is clearly defined, adopted, and published by its governing board consistent with its legal authorization, and is appropriate to a degree granting institution of higher education and the constituency it seeks to serve. The mission statement defines the institutional commitment to achieving student learning.

The original mission statement for Norco campus was approved in 2006, revised in 2008, and revised a second time after the College was granted initial accreditation. It was approved by the Board of Trustees on August 21, 2012. The mission statement defines the College's commitment to achieving student learning, noting that it "encourage[s] an inclusive, innovative approach to learning" and "provide[s] foundational skills and pathways" to transfer, certificates, and degrees. The mission statement appears on the college website and in its catalog. The NC partnership with IBEW will create a pathway by which apprentices can complete a Digital Electrician or Electrician degree and/or certificate, thereby supporting the College's mission to serve its community and workforce.

3. Governing Board

The institution has a functioning governing board responsible for the quality, integrity, and financial stability of the institution and for ensuring that the institution's mission is being carried out. This board is ultimately responsible for ensuring that the financial resources of the institution are used to provide a sound educational program. Its membership is sufficient in size and composition to fulfill all board responsibilities.

The governing board is an independent policy-making body capable of reflecting constituent and public interest in board activities and decisions. A majority of the board members have no employment, family, ownership, or other personal financial interest in the institution. The board adheres to a conflict of interest policy that assures that those interests are disclosed and that they do not interfere with the impartiality of governing body members or outweigh the greater duty to secure and ensure the academic and fiscal integrity of the institution.

Norco College, one of three accredited colleges in the Riverside Community College District, has a publicly elected five-member Board of Trustees, joined by a non-voting student trustee, who

governs all three colleges. Members are elected to four-year terms, which are staggered to ensure continuity. The board holds monthly meetings open to the public, with notices and agendas widely posted in advance. Board members have no employment or personal financial interests in the College and hold monthly public meetings with notices and agendas that conform to the Brown Act. The board has policies pertaining to ethics and conflict of interest; all are available online. The board members approve the institution's budget and receive monthly financial reports as well as other formal financial and audit reports to ensure the fiscal integrity of the College. The board also approves all curricula before the College offers any new courses, programs, or degree patterns. At its March 20, 2012 meeting, the board moved from an at-large representation to an area representation model but continued with the five-member size.

4. Chief Executive Officer

The institution has a chief executive officer appointed by the governing board, whose full-time responsibility is to the institution, and who possesses the requisite authority to administer board policies. Neither the district/system chief executive office nor the institutional chief executive officer may serve as the chair of the governing board. The institution informs the Commission immediately when there is a change in the institutional chief executive officer.

The Norco College president is recommended for appointment by the District chancellor and approved by the Board of Trustees. The president reports directly to the chancellor, who is appointed by and reports to the Board of Trustees. The governing board has adopted Board Policy 2430, Delegation of Authority to Chancellor and College Presidents, to define and delineate the authority of the chancellor and the college presidents. Neither the chancellor nor the president serves as chair of the governing board. The College informs the Commission promptly when there is a change in executive leadership.

5. Administrative Capacity

The institution has sufficient staff, with appropriate preparation and experience to provide the administrative services necessary to support its mission and purpose.

Norco College has sufficient staff (24 management, 94 classified), all with the necessary experience and qualifications, to provide appropriate administrative oversight necessary to support its mission and purpose. In addition to the president, the College has three vice presidents, eight deans, one associate dean, and one assistant dean who have authority over specific units within the College. The organizational structure demonstrates the specific areas of responsibility for each of the administrative staff as of the writing of this proposal.

Administrative staff are hired after a rigorous selection process and evaluated on a regular basis.

6. Operational Status

The institution is operational, with students actively pursuing its degree programs.

Norco College has operated continuously since 1991, with over 10,000 students in 2014-15 actively pursuing certificates and degrees as well as preparation for transfer to four-year institutions. In 2013- 2014, the College awarded 1,148 certificates and degrees within 35 TOP codes to 638 unduplicated students.

7. Degrees

A substantial portion of the institution's educational offerings are programs that lead to degrees, and a significant proportion of its students are enrolled in them.

To meet its stated mission, Norco College offers Associate of Arts and Associate of Science degrees and a variety of certificates. The 2014-2015 Norco College catalog offers a detailed list of associate of arts areas of emphasis (AOE), Associate Degree for Transfer areas, and associate of science areas of emphasis, CTE programs and certificates. Most students graduate with degrees in one of seven AOE's or with certificates in one of 42 CTE programs, but the total number of degree patterns available and listed in the fall 2014-2015 catalog exceeds 50. IBEW apprentices will complete 100 percent of the 35 units required for the Electrician Apprenticeship Program, and will be well-positioned to continue with their general education degree requirements if they so desire.

8. Educational Programs

The institution's principal degree programs are congruent with its mission, are based on recognized higher education field(s) of study, are of sufficient content and length, are conducted at levels of quality and rigor appropriate to the degrees offered, and culminate in identified student outcomes. At least one degree program must be of two academic years in length.

Norco College's principal degree programs are congruent with its mission, based on recognized higher education fields of study, of sufficient content and length, conducted at appropriate levels of quality and rigor, and lead to identified learning outcomes. The degree programs meet California Code of Regulations and curriculum requirements and, when combined with general education, represent two years of full-time study. Course outlines of record in both credit and non-credit classes meet student learning outcomes. All academic programs also have defined learning outcomes, and outcomes for both courses and programs are systematically assessed. As listed in the 2015 ACCJC Annual Report, Norco College currently offers 56 different programs including 2-year degrees and certificates.

9. Academic Credit

The institution awards academic credit based on generally accepted practices in degree-granting institutions of higher education. Public institutions governed by statutory or system regulatory requirements provide appropriate information about the awarding of academic credit.

Norco College awards academic credit based on accepted practices of California community colleges under the California Code of Regulations, Title 5 §55002.5. Detailed information about academic credit is published annually in the college catalog.

10. Student Learning and Achievement

The institution defines and publishes for each program the program's expected student learning and achievement outcomes. Through regular and systematic assessment, it

demonstrates that students who complete programs, no matter where or how they are offered, achieve these outcomes.

Board-approved institutional General Education Student Learning Outcomes (SLOs) have been published in the college catalog since the 2007-2008 academic year. Program-level SLOs have been defined for all Norco College AA/AS degrees, areas of emphasis, certificates, transfer-model curricula, and career/technical programs. Course outlines of record contain appropriate course-level SLOs integrated with methods of instruction and evaluation; course SLOs are also linked to institutional General Education Student Learning Outcomes and to appropriate program-level outcomes through faculty-developed curriculum maps. All regularly taught courses at the College are assessed at least once every four years. Programs are assessed at least once every three years. The College has begun a program to assess one of its four general education outcomes every fall, making it possible to assess the complete program every four years.

11. General Education

The institution defines and incorporates into all of its degree programs a substantial component of general education designed to ensure breadth of knowledge and promote intellectual inquiry. The general education component includes demonstrated competence in writing and computational skills and an introduction to some of the major areas of knowledge. General education has comprehensive learning outcomes for the students who complete it. Degree credit for general education programs must be consistent with levels of quality and rigor appropriate to higher education. See the Accreditation Standards, II.A.3, for the areas of study for general education.

All degree programs require a minimum of 23 units of general education to ensure breadth of knowledge and to promote intellectual inquiry. Students must demonstrate competency in writing, reading, and mathematical skills to receive an associate degree. The institution's general education program is scrutinized for rigor and quality by the Academic Senate, the Student Success Committee, the Curriculum Committee; and by the articulation of its courses with other institutions of higher education, especially the University of California and the California State University. The College has participated in a District wide effort to revise both the general education student learning outcomes and the program itself, to ensure greater curriculum alignment. Assessment of general education learning outcomes is ongoing and systematic.

12. Academic Freedom

The institution's faculty and students are free to examine and test all knowledge appropriate to their discipline or area of major study as judged by the academic/educational community in general. Regardless of institutional affiliation or sponsorship, the institution maintains an atmosphere in which intellectual freedom and independence exist.

Norco College supports academic freedom for both its faculty and students. Faculty and students are free to examine and test all knowledge appropriate to their discipline or area of major study as ensured by Board Policy 4030 endorsing the American Association of University Professors (AAUP) Statement on Academic Freedom. The institution prides itself on offering an open,

inquiring, yet respectful educational atmosphere, evidence of its commitment to intellectual freedom and independence of thought. The College publishes a statement on Academic Freedom in its catalog.

13. Faculty

The institution has a substantial core of qualified faculty with full-time responsibility to the institution. The core is sufficient in size and experience to support all of the institution's education programs. A clear statement of faculty responsibilities must include development and review of curriculum as well as assessment of learning.

Norco College employs 72 full-time faculty and approximately 190 associate faculty. All faculty meet the minimum requirements for their disciplines based on regulations for the Minimum Qualifications for California Community College Faculty established in Title 5 of the California Code of Regulations. Faculty teaching in the IBEW program meet the minimum qualifications for apprenticeship faculty. Nearly half hold terminal degrees. Clear statements of faculty roles and responsibilities exist in the faculty Collective Bargaining Agreement, the Faculty Handbook, and established processes, including strategic planning and the improvement of instruction process. These responsibilities, entrusted primarily to full-time faculty, include participation in curriculum, in program review, in the development and assessment of student learning outcomes, and in the strategic planning processes. Riverside Community College District faculty maintain the first right of refusal to teach in the Electrician Apprenticeship Program.

14. Student Services

The institution provides for all of its students appropriate student services that support student learning and development within the context of the institutional mission.

Norco College's student services programs—ranging from online tutoring to support for Veterans and foster youth—are comprehensive and robust. They support student learning and development within the context of the college mission, which identifies service to students as its first priority. Students can access information, forms, and services through links provided on the College's home page. IBEW apprentices will have access to college materials as well as face-to-face and online counseling and orientation appointments.

15. Admissions

The institution has adopted and adheres to admission policies consistent with its mission that specify the qualifications of students for its programs.

Norco College has adopted and adheres to admissions policies consistent with its mission as a public California community college and in compliance with Title 5 of the California Code of Regulations. Student admission policy supports the Norco College mission statement and helps to ensure that students are appropriately qualified for the program and course offerings. Information about admissions requirements is available in the college catalog, in the schedule of classes, and on the college website. Students take placement tests in reading, math, ESL, and English as a prerequisite for admission into the appropriate level in those disciplines.

16. Information and Learning Resources

The institution provides, through ownership or contractual agreement, specific long-term access to sufficient information and learning resources and services to support its mission and instructional programs in whatever format and wherever they are offered.

Norco College provides access to sufficient print and electronic information and learning resources through its library, electronic databases, and programs to meet the educational needs of its students. The library has staff to assist students in the use of college resources. Internet access and online computer search capabilities are available without charge to students in the library, student support programs, and in computer labs. The College also makes free wireless connectivity available throughout the campus. The institution is committed to enhancing its learning resources, regardless of location or delivery method. IBEW apprentices will have access to the College library materials on-site as well as via the Internet for use of ebooks, multimedia, streaming video and the virtual library catalog system.

17. Financial Resources

The institution documents a funding base, financial resources, and plans for financial development adequate to support student learning programs and services, to improve institutional effectiveness, and to assure financial stability.

Norco College, through the Riverside Community College District, receives and documents the funding base from the Chancellor's Office for California Community Colleges. The Riverside Community College District allocates funding, using the process outlined in the District's budget allocation model, to the three colleges in the district and to the district administrative offices. The District's and the College's mission statements, program review processes, and strategic planning processes serve as the basis for allocating the district's and the College's resources. The budget and planning processes support a comprehensive set of learning programs and services, all aimed to improve institutional effectiveness. The District's annual budget is publicly adopted by the Board of Trustees and funds the College's student learning programs and services. Under the direction of the president, the vice president for Business Services oversees appropriate and effective utilization of the College's annual budget. The planning process, institutional audits, various state reports, and Office of the Vice Chancellor of Business and Finance assure that the College remains financially stable.

18. Financial Accountability

The institution annually undergoes and makes available an external financial audit by a certified public accountant or an audit by an appropriate public agency. The institution shall submit with its eligibility application a copy of the budget and institutional financial audits and management letters prepared by an outside certified public accountant or by an appropriate public agency, who has no other relationship to the institution, for its two most recent fiscal years, including the fiscal year ending immediately prior to the date of submission of the application. The audits must be certified and any exceptions explained. It is recommended that the auditor employ as a guide *Audits of Colleges and Universities*, published by the American Institute of Certified Public Accountants. An applicant institution must not show an annual or cumulative operating deficit at any time during the

eligibility application process. Institutions that are already Title IV eligible must demonstrate compliance with federal requirements.

The Riverside Community College District undergoes and makes public an annual external audit for the district and its colleges by a contracted certified public accounting firm. The Board of Trustees reviews these annual audit reports regularly. Also, the District responds to the annual audit management letters to delineate the manner by which the District has addressed the auditor's concerns or recommendations. In addition, the Chancellor's Office for California Community Colleges monitors the District's financial stability and compliance with state regulations and codes through the annual 311 Report submitted in the fall of each year. The Riverside Community College District has demonstrated continued compliance with Title IV federal requirements. Copies of the district budget and audit reports for the last few years are available online.

19. Institutional Planning and Evaluation

The institution systematically evaluates and makes public how well and in what ways it is accomplishing its purposes, including assessment of student learning outcomes. The institution provides evidence of planning for improvement of institutional structures and processes, student achievement of educational goals, and student learning. The institution assesses progress toward achieving its stated goals and makes decisions regarding improvement through an ongoing and systematic cycle of evaluation, integrated planning resource allocation, implementation, and re-evaluation.

Norco College has a comprehensive and systematic institutional planning process, integrated with the District Strategic Plan and the college mission statement, to provide planning for the development of the College. It has integrated planning for academic personnel, learning resources, student services, facilities, and financial development, as well as procedures for program review, assessment, and institutional improvement. Annually generated Administrative, Student Services, and Instructional Program Review documents (made public through links on the college webpage), along with Educational, Facilities, and Technology master plans, drive institutional planning. All of these processes are periodically reviewed and (when necessary) modified to ensure they have as their primary focus the support of student learning.

20. Integrity in Communication with the Public

The institution provides a print or electronic catalog for its constituencies with precise, accurate, and current information concerning the following (34 C.F.R § 668.41-43; §668.71-75):

General Information

- **Official Name, Address (es), Telephone Number(s), and Website Address of the Institution.**
- **Educational Mission**
- **Course, Program, and Degree Offerings**
- **Academic Calendar and Program Length**
- **Academic Freedom Statement**

- **Available Student Financial Aid**
- **Available Learning Resources**
- **Names and Degrees of Administrators and Faculty**
- **Names of Governing Board Members**

Requirements

- **Admissions**
- **Student Fees and Other Financial Obligations**
- **Degree, Certificates, Graduation and Transfer**

Major Policies Affecting Students

- **Academic Regulations, including Academic Honesty**
- **Nondiscrimination**
- **Acceptance of Transfer Credits**
- **Grievance and Complaint Procedures**
- **Sexual Harassment**
- **Refund of Fees**

Locations or Publications Where Other Policies may be found.

Norco College publishes a catalog and addendum annually and a schedule of classes four times a year (one for each academic term) that contain separate listings of classes offered on each college and off-campus centers. The schedule of classes is available electronically, and limited copies of the catalog are available in hard copy. These documents, along with multiple district and college websites and other appropriate publications, provide accurate and current information about the institution that announces its mission and goals, its admission requirements and procedures, its academic calendar and program length, its rules and regulations, its cost and refund policies, its learning resources, its financial aid centers, its grievance procedures and other policies affecting students, the names and academic credentials of its faculty and administrators, the names of the Board of Trustee members, and all other items related to attending or withdrawing from the institution.

21. Relations with the Accrediting Commission

The institution provides assurance that it adheres to the Eligibility Requirements and Accreditation Standards and policies of the Commission, describes itself in identical terms to all its accrediting agencies, communicates any changes in its accredited status, and agrees to disclose information required by the Commission to carry out its accrediting responsibilities. The institution will comply with Commission requests, directives, decisions and policies, and will make complete, accurate, and honest disclosure. Failure to do so sufficient reason, in and of itself, for the Commission to impose a sanction, or to deny or revoke candidacy or accreditation (34 C.F.R §668 - misrepresentation).

Norco College has demonstrated its commitment to the eligibility requirements, accreditation standards, and policies of the Commission. Since the last Self Evaluation Report and reaffirmation of accreditation in 2014, the College has had an ongoing dialogue with the

Commission and has complied with all Commission requests, directives, and decisions. The Riverside Community College District Board of Trustees provides assurance that Norco College adheres to Commission requirements, standards, and policies, describes the College in identical terms to all its accreditation agencies, communicates any changes in its accredited status, and discloses information required by the Commission to carry out its accrediting responsibilities. All disclosures by the College have been, and will continue to be, complete, accurate, and honest.

F. CERTIFICATION OF CONTINUED COMPLIANCE WITH THE STANDARDS FOR ACCREDITATION

Norco College meets or exceeds all of the standards of accreditation. The College's last comprehensive evaluation and visit was in Spring 2014. In July 2014, the Accrediting Commission of Colleges and Junior Colleges (ACCJC) took action to accept Norco College's Self-Evaluation and took action to reaffirm accreditation with a Follow-Up Report to be submitted by October 2015. Presently, the College is completing its Follow-Up Evaluation in preparation for a visit by Commission representatives. Accreditation standards will not be impacted by the proposed change.

Standard I: Mission, Academic Quality and Institutional Effectiveness, and Integrity

The institution demonstrates strong commitment to a mission that emphasizes student learning and student achievement. Using analysis of quantitative and qualitative data, the institution continuously and systematically evaluates, plans, implements, and improves the quality of its educational programs and services. The institution demonstrates integrity in all policies, actions, and communication. The administration, faculty, staff, and governing board members act honestly, ethically, and fairly in the performance of their duties.

In alignment with the college's mission, the proposed substantive change underscores the College's commitment to serve its community, to develop workforce expertise through the development and enhancement of skills, and to collaborate with educational institutions and to establish community partnerships. The partnership with IBEW established in this initiative is in direct alignment with the College's mission to serve students, the community, and the workforce by providing educational opportunities. Offering a pathway for students to complete the Electricians Apprenticeship program, certificate and degree at an off-campus site strongly supports the College's mission. The proposed substantive change enhances the College's ability to address its mission of providing educational opportunities and developing the community's workforce.

Courses included in this apprenticeship program meet the college's academic quality and institutional effectiveness standards having been fully vetted and approved through the college's curriculum approval process, established student learning outcomes, and documented program learning outcomes.

Standard II: Student Learning Programs and Support Services

The institution offers instructional programs, library and learning support services, and student support services aligned with its mission. The institution's programs are conducted at levels of quality and rigor appropriate for higher education. The institution assesses its

educational quality through methods accepted in higher education, makes the results of its assessments available to the public, and uses the results to improve educational quality and institutional effectiveness. The institution defines and incorporates into all of its degree programs a substantial component of general education designed to ensure breadth of knowledge and to promote intellectual inquiry. The provisions of this standard are broadly applicable to all instructional programs and student and learning support services offered in the name of the institution.

A. Instructional Programs

The College assures the quality of the courses to be offered at the IBEW site to have the same rigor, content, and quality as the courses it offers at the college. Regardless of location, the courses and programs of study are approved by the College's Curriculum Committee and are taught with adherence to the established and approved course outlines of record. All courses are taught with the most appropriate pedagogy and methodology with respect to the course outline of record and the use of state-of-the art instructional and discipline/course-specific technology. More specific details have already been included in the equipment and facilities sections of this Substantive Change Proposal.

The proposed substantive change represents the College's intent to address the needs of community college students. Offering the courses at the apprentices training center is a way of increasing access and extending educational opportunities to students who might not otherwise be able to participate in the Electricians Apprenticeship Program, certificate or degree program offered at the College. Completing the program at their training site, allows these apprentices to complete an educational goal while enhancing their workplace skills.

The Electricians Apprenticeship Program courses and certificate or degree program have established student and program learning outcomes. As noted earlier in this document, the instructors shall participate in an orientation that includes information on outcomes assessment and the use of data for improved learning outcomes. The College has established a culture of assessment and the assessment of program level outcomes for career and technical programs has been an emphasis of the College's assessment efforts since 2009. The digital electronics faculty have already completed a process of mapping and aligning course SLOs to PLOs in alignment with the State of California division of Apprenticeship Standards. One course in the program shall be assessed every semester.

Additionally, as part of the on-going assessment effort, student progress, course completion, success, and retention in the program will be monitored. Data will be collected and analyzed and used to inform the future effectiveness of the course delivery, instruction, and program relevance.

B. Library and Learning Support Services

More than a dozen online databases are available for the use of Norco College students who, like most contemporary community college students, conduct the majority of their course-related research online and appreciate the flexibility of on-demand access to library and learning resources. Additionally, ebooks, multimedia, and streaming video are accessible through the virtual library catalog. The availability of online library resources as well as counseling and tutorial services enables the students in this program to access services on an as-needed basis. There is, therefore, a strong congruence between the substantive change proposed for delivery of

the Electricians Apprenticeship program or the certificate/degree program at the IBEW worksite and the manner in which library and learning support services are provided by Norco College.

C. Student Support Services

Student support services at Norco College are being increasingly made available in a variety of formats which include face-to-face and online. The registration process is now exclusively conducted through a web-process, Web Advisor. Student advisement, book sales, and tutorial support are all available on campus as well as online. Counselors have also begun to meet with students one-on-one to complete educational plans starting in December 2013. The availability of online student support services complements and enhances the offering of the Electricians Apprenticeship Program to students who will be enrolled at the IBEW site. As noted in this document's narrative, information on available student support services shall be provided to students, for example, Net Tutor. Additional resources and links to support are available on the College's website.

Standard III: Resources

The institution effectively uses its human, physical, technology, and financial resources to achieve its mission and to improve academic quality and institutional effectiveness. Accredited colleges in multi-college systems may be organized so that responsibility for resources, allocation of resources, and planning rests with the district/system. In such cases, the district/system is responsible for meeting the Standards, and an evaluation of its performance is reflected in the accredited status of the institution(s).

A. Human Resources

Norco College has sufficient human resources to support the proposed substantive change. The Riverside Community College District Office will support the transfer of this program. The sequence of courses and scheduling of classes for the Electricians Apprenticeship program will first be offered to fulltime faculty of the Riverside Community College District. Remaining classes be delivered by the existing instructors provided by IBEW which eliminates any human resources impact to the College. The College's administration, specifically the Vice President of Academic Affairs and Dean of Instruction, Career and Technical Education and the program's department chair and electronics faculty have provided leadership in establishing and implementing the transfer. An orientation will be provided for the Electrician Apprenticeship program instructors by the faculty department chair including assessment efforts and a review of the official course outline of record. Every detail has been planned to ensure that the instruction being delivered at the IBEW training center will be equal to that offered at the College. An organization structure for the program is provided in the Appendix.

B. Physical Resources

The IBEW training center and designated instructional space was visited by college administration, faculty and staff to ensure that it meets college standards for course delivery. The classroom, located in Training Center is ADA compliant, seats thirty students, and is equipped with the required instructional technology. Other instructional equipment items, such as laptops, electrician panels, and wiring are all being supplied by IBEW to support the instructional program at no cost to Norco College.

C. Technology Resources

The instructional technology required to implement the proposed substantive change is available and in place. All technical needs for instruction are being provided by IBEW with no cost to Norco College.

D. Financial Resources

The proposed substantive change request is a state allowed apprenticeship program offset by state RSI funding. The cost of instruction including the faculty member's compensation, instructional space, and student fees are all being paid by IBEW as part of the contractual agreement between the College and IBEW. The budget analysis for the delivery of the courses is noted elsewhere herein.

Standard IV: Leadership and Governance

The institution recognizes and uses the contributions of leadership throughout the organization for promoting student success, sustaining academic quality, integrity, fiscal stability, and continuous improvement of the institution. Governance roles are defined in policy and are designed to facilitate decisions that support student learning programs and services and improve institutional effectiveness, while acknowledging the designated responsibilities of the governing board and the chief executive officer. Through established governance structures, processes, and practices, the governing board, administrators, faculty, staff, and students work together for the good of the institution. In multi-college districts or systems, the roles within the district/system are clearly delineated. The multi-college district or system has policies for allocation of resources to adequately support and sustain the colleges.

A. Decision-Making Roles and Processes

Norco College has established and implemented policy and procedures authorizing administrator, faculty, and staff participation in decision-making processes. The establishment of a partnership with IBEW has been planned with the full concurrence and knowledge of the College's shared governance and planning groups. Multiple planning meetings were held prior to entering into the agreement to offer the Electricians Apprenticeship Program, certificate/degree at the IBEW training center. Consideration was given to the best interests of the apprentice population as well as the potential impact to the College. Only after it was clearly established that the proposed offering of the program at the off-campus site was determined to be in direct alignment with the College's mission did the planning for implementation begin in earnest. A thorough assessment of needs and resources was conducted. The partnership has been fully vetted through the College's strategic planning process and has been enthusiastically received by the college community.

B. Chief Executive Officer

Norco College's chief executive officer (CEO), Dr. Paul Parnell, has primary responsibility for the quality of the institution. He provides effective leadership in planning, organizing, budgeting, selecting and developing personnel, and assessing institutional effectiveness. Dr. Parnell delegates authority to administrators and others consistent with their responsibilities, as appropriate, and guides institutional improvement of the teaching and learning environment at Norco College. The CEO assures the implementation of statutes, regulations, and governing board policies and assures that institutional practices are consistent with institutional mission and policies, including effective control of budget and expenditures.

C. Governing Board

Riverside Community College District has a governing board that has authority over and responsibility for policies to assure the academic quality, integrity, and effectiveness of the student learning programs and services and the financial stability of the institution. The Board of Trustees adheres to a clearly defined policy for selecting and evaluating the CEO of the college and/or the district/system. It is an independent, policy-making body that reflects the public interest in the institution's educational quality. It advocates for and defends the institution and protects it from undue influence or political pressure. Moreover, our Board of Trustees publishes the board bylaws and policies specifying the board's size, duties, responsibilities, structure, and operating procedures, and acts in a manner consistent with its policies and bylaws

D. Multi-College Districts or Systems

Riverside Community College District's CEO, Chancellor Michael Burke, provides leadership in setting and communicating expectations of educational excellence and integrity throughout the district and assures support for the effective operation of the colleges. Working with the colleges, Chancellor Burke establishes clearly defined roles, authority and responsibility between the colleges and the district/system. This proposal has received all of the necessary internal and external approvals including the approval of the College's Academic Senate and Institutional Strategic Planning Committee (ISPC), the District's Board of Trustees, and the contractual agreement with IBEW. The proposed change aligns with the College's mission, as well as the district's mission, to raise the skill level and expertise of the community's workforce and provides increased access and opportunities for students to complete their educational goals.

H. Certification of Continued Institutional Compliance with Commission Policies

Policy on Distance Education and on Correspondence Education

Commission policy specifies that all learning opportunities provided by accredited institutions must have equivalent quality, accountability, and focus on student outcomes, regardless of mode of delivery. This policy provides a framework that allows institutions the flexibility to adapt their delivery modes to the emerging needs of students and society while maintaining quality. Any institution offering courses and programs through distance education or correspondence education is expected to meet the requirements of accreditation in each of its courses and programs and at each of its sites.

At Norco College all courses offered in the online or in the hybrid format presently exist as traditional face-to-face having the same student learning outcomes as the face-to-face offerings. Assessment of student learning outcomes in distance education courses occurs according to the rotation for course assessment developed by the College's Office of Institutional Effectiveness. Faculty teaching distance education courses are evaluated regularly via the Improvement of Instruction process outlined in the bargaining agreement between the Faculty Association and the Riverside Community College District.

Before a course is offered in distance education format, the course must undergo an additional curriculum approval process. The details of this process, outlined in the College's CurricUNET website in the section "How to Build a DE Course Proposal," includes approval by the discipline faculty and by other college departments, including the library, and Disabled Student Resources. The faculty proposing the course must explain the details of the course management, including how the course supports regular and substantive interaction between faculty and students and offer a rationale for teaching the course in the distance education format.

As is the case with all other curriculum, distance education course development falls under the purview of the Curriculum Committee at both the local and district levels. Faculty who teach in an online-based course must complete the Online Blackboard Academy, which consists of six online modules that must be completed within a month. The Open Campus Office has also created over 100 online tutorials for faculty and has implemented a faculty peer mentoring program in which two to three faculty at each college serve as mentors to support distance education faculty. The College also uses a secure log-in and password procedure to verify each student's identification.

The Distance Education Committee (DEC), a standing committee of the Academic Senate, further supports excellence in teaching and learning in the online environment. The DEC works collaboratively with both the Professional Development Committee and the Technology Committee to ensure that distance education faculty have the necessary training and technology support for their courses.

Policy on Institutional Compliance with Title IV

The institution has policies and procedures to ensure sound financial practices and financial stability. The District and College continually assess the availability of resources for the repayment of debt to ensure the fiscal stability of the institution.

Norco College monitors and manages student loan default rates to ensure compliance with federal requirements. The College’s financial aid office reviews receipt, disbursement, and loan default rate to ensure compliance with federal regulations. Norco College’s student loan default rate for the past three years was:

Select	Fiscal Year	Rate Type	Numerator	Denominator	Rate	Process Date
	2012	3YR DRAFT	154	1012	15.2	01/24/2015
	2011	2YR OFFICIAL	102	1013	10	07/27/2013
	2011	2YR DRAFT	102	1017	10	02/23/2013
	2011	3YR OFFICIAL	124	786	15.7	12/23/2014
	2011	3YR DRAFT	201	1332	15	01/11/2014
	2010	2YR OFFICIAL	51	464	10.9	08/04/2012
	2011	2YR DRAFT	55	468	11.7	02/11/2012
	2011	3YR OFFICIAL	76	459	16.5	07/28/2013
	2011	3YR DRAFT	79	462	17	02/24/2013
	2009	2YR OFFICIAL	0	0	0	07/30/2011
	2011	3YR OFFICIAL	48	327	14.6	08/08/2012
	2011	3YR DRAFT	52	326	15.9	02/12/2012

The College has contracted with a vendor to assist in managing its default rate. It is providing outreach to students in the form of information on repayment options. In addition, financial aid staff are monitoring periodic information for students who are in the repayment process and who may be in danger of default.

Policy on Institutional Advertising, Student Recruitment, and Representation of Accredited Status

All accredited institutions, or individuals acting on their behalf, must exhibit integrity and responsibility in advertising, student recruitment, and representation of accredited status. Responsible self-regulation requires rigorous attention to principle of good practice.

Because Norco College is an open enrollment institution, it does not actively recruit students, although it has outreach efforts that include visits to local high schools and assisting students in navigating the process of enrollment and matriculation. The college catalog, various web pages, and the schedule of classes accurately and clearly identify all conditions for transfer of course credits, conditions for acceptance of course credits, requirements for course completion and licensure examinations, degree and certificate completion requirements, a list of full-time faculty members and their degrees, and all entrance requirements in addition to all other items listed in the Commission Policy. Also, it accurately represents its accredited status in the college catalog and on the college website.

Policy of Institutional Degrees and Credits

An accredited institution conforms to a commonly accepted minimum program length of 60 semester credit hours or 90 quarter credit hours awarded for achievement of student learning for an associate degree. Any exception to this minimum must be explained and justified.

An accredited institution must have in place written policies and procedures for determining a credit hour that generally meet commonly accepted academic expectation and it must apply the policies and procedures consistently to its courses and programs.

At the time of an educational quality and institutional effectiveness review (formerly comprehensive review), the Commission will review the institution's policies and procedures for determining credit hours for its courses and programs and how these policies and procedures are applied. The Commission will as part of this review assess whether the institution implements the clock-to-credit hour conversion formula. The Commission will make a reasonable determination of whether the institution's assignment of credit hour conforms to commonly accepted practice in higher education using sampling and other methods. If, following the review, the Commission finds systematic non-compliance with this policy or significant non-compliance regarding one or more programs at the institution it must take appropriate action and promptly notify the U.S. Department of Education (34 C.F.R. § 602.24 (f) (1), (2); §668.8 (l) (1).)

All degrees and credits awarded at Norco College conform to commonly accepted practices in higher education and fulfill all Title 5, California Education Code, and the California Community College Accounting Manual requirement regarding credit hour and clock hours and certificate and associate

degree requirements. The academic courses of study in the various degree and certificate programs have sufficient length, breadth, and content; the courses of study have appropriate levels of rigor and clear statements of student learning outcomes and undergo periodic assessment to ensure that students are achieving those outcomes. The College has articulation agreements with the California State University system and the University of California to ensure that the courses meet the commonly accepted standards for transfer. Also, degrees and certificates that exceed 18 units have been reviewed and approved by the Chancellor's Office for California Community Colleges.

Policy on Institutional Integrity and Ethics

Accredited institutions, or individuals acting on their behalf, must exhibit integrity and subscribe to and advocate high ethical standards in the management of its affairs and all of its activities dealing with students, faculty, and staff, its governing board, external agencies and organizations, including the Commission, and the general public.

Norco College and the Riverside Community College District make an effort to provide clear and accurate information to the public and all constituencies. The institution, both the college and the district, complete all annual reports to the Commission, to the Chancellor's Office for California Community College, to the state and federal governments, and to any other body needing information about the College. These reports are available to the public, many of which are available on the various websites. The college catalog, the schedule of classes, and various college and district websites provide information about the mission, the programs, admission requirements, available student services, fees and costs, financial aid programs, transcripts, transfer of credit, and refunds as well as its accredited status. Board policies exist to assure integrity with academic honesty, hiring, conflict of interest, and due process protections and are regularly reviewed and available on the district websites. The Board of Trustees Policy Manual includes policies for each of the areas identified in this Commission Policy on Integrity and Ethics, including the code of ethics for the Board of Trustees, administration, faculty, and students. It includes grievance and complaint procedures for all constituencies of the college, including procedures for confidential and anonymous submission of complaints.

Policy on Contractual Relationships with Non-Regionally Accredited Organizations

When an institution contracts certain functions to a related entity, the institution is responsible to the Commission for presenting, explaining, and evaluating all significant matters and relationships involving related entities that may affect accreditation requirements and decisions at the time of eligibility review, candidacy review, initial accreditation, educational quality and institutional effectiveness review, follow-up and special reports, all other times deemed relevant by the Commission. Although a related entity may affect an institution's ongoing compliance with the Accreditation Standards, the Commission will review and hold responsible the applicant, candidate, or accredited institution for compliance with

Accreditation Standards. The Commission will protect the confidential nature of all information submitted by the institutions or by related entities except as otherwise required by law or other Commission policies.

If an institution is part of a district/system with shared facilities or processes (e.g., library) or centralized information (e.g., strategic plan), the institution may use documents prepared by the district/system in its report to the Commission. The accredited institution's obligation to report any changes in control, legal status or ownership through its substantive change process also applies to related entities.

Contractual agreements at Norco College consist of grants and awards, outside agency contracts for personal and professional services, construction contracts, consultant agreements, instructional service agreements, and contracts for information technology. All contracts are submitted to College Business Services by the contracting division or department via a Contract Transmittal Form (CTF). The Vice President of Business Services reviews each contract to ensure that it is consistent with the College's mission and goals, as well as for fiscal impact, risk component, termination clauses, standards of conduct, and any language that may have potential exposure for the District. The District's in-house legal counsel reviews each contract to insure proper legal terms. Once that review is complete, the contract is sent to the college president for review and signature. Contracts that have a fiscal impact between fiscal years are input into the financial accounting system in the appropriate fiscal year so that an automatic encumbrance of financial resources takes place.

The president is delegated the authority to sign a contract as an enforceable obligation on behalf of the college. For services of \$86,000 or more, Board of Trustees approval must be obtained prior to implementation of contracted services. The services of independent contractors are considered temporary in nature and individual contractors must meet specific criteria.

Requests for instructional service agreements follow a contract process that must be approved by Teaching and Learning Committee of the Board of Trustees. Contracts include terms of instruction as well as terms and conditions for cancellation and termination of the arrangement. Instructors must meet existing college hiring standards and must be approved by the Board of Trustees as well. Academic Affairs performs research to ensure that all programs meet the needs of state regulations for licensing. In the absence of state regulations, industry association standards are utilized. All contracts with outside entities go through a rigorous review and approval process (Board Policy 6340, 6345)

I. Appendices

- Exhibit 1: IBEW Agreement
- Exhibit 2: RCCD Board of Trustees Agenda Item
- Exhibit 3: Letter from Norco College to Palomar College
- Exhibit 4: Program Organizational Chart
- Exhibit 5: Electricians Apprenticeship, Certificate, Degree Description
- Exhibit 6: Projected Sequence of Courses and Schedule of Classes
- Exhibit 7: Map to off campus site (IBEW) and Norco College Location
- Exhibit 8: Jan 2015 College Leadership Update on IBEW Agreement
- Exhibit 9: Representative Assessment Report – ELE 23
- Exhibit 10: Norco College Net Tutor Information Flyer
- Exhibit 11: Record of Institutional Approvals
- Exhibit 12: Letter from IBEW to CA State Chancellor’s Office to Transfer LEA
- Exhibit 13: Letter from IBEW to Palomar College to Transfer LEA
- Exhibit 14: CA Chancellor’s Office Policies related to Apprenticeship Programs

Exhibit 1: IBEW Agreement

AGREEMENT FOR APPRENTICESHIP TRAINING PROGRAM

THIS AGREEMENT is made and entered into the 1st day of July, 2015 by and between Riverside Community College District on behalf of Norco College, a public entity, hereinafter referred to as the "DISTRICT" and Riverside County Educational and Training Trust Fund, hereinafter referred to as "SPONSOR"

WITNESSETH:

THIS AGREEMENT, the parties hereby agree to the following:

1. BASIS OF AGREEMENT

Pursuant to the provisions of Section 3074 of the Labor Code of the State of California, the DISTRICT and Program SPONSOR shall provide a program of related and supplemental instruction for apprentices enrolled in the DISTRICT'S Electrician Apprentice Program. This Agreement is entered into pursuant to the provisions of the DISTRICT, the aforesaid Labor Code Section and in accordance with the requirements of subdivision (d) of Section 3078 of the Labor Code.

2. MINIMUM HOURS OF INSTRUCTION

Program SPONSOR shall provide supervision of sites and other services. Each apprentice shall receive a minimum of 900 hours of instruction during the apprentice program as specified herein. SPONSOR may make changes in minimum number of hours of instruction subject to approval by the DISTRICT.

3. RESPONSIBILITY FOR RELATED AND SUPPLEMENTAL INSTRUCTION

The DISTRICT is responsible for the development of curriculum for instruction, and the administration and supervision of related and supplemental instruction for apprentices, coordination of instruction with job experiences, and in cooperation with the SPONSOR, the selection and the training of teachers. The DISTRICT shall provide such coordinators as are required to implement and maintain the program as specified herein. District agrees to maintain curriculum that aligns seamlessly with the previous LEA.

4. FACILITIES FOR THE PROGRAM

The DISTRICT and the Program SPONSOR have determined that the program shall be held off campus as authorized by Section 3074 of the Labor Code. Program SPONSOR shall provide facilities appropriate for the conduct of the programs at 1855 Business Center Drive, San Bernardino, CA 92408. This facility shall at all times be safely maintained and shall comply with the California Public Safety Building Codes. Program SPONSOR shall provide and maintain adequate workspace for each apprentice participating in the program. Program SPONSOR shall also provide appropriate classroom facilities, parking, equipment, and all utilities. The DISTRICT may provide facilities for the Program. If

the DISTRICT provides facilities, the costs associated with providing such facilities will be deducted from the amount payable to Program SPONSOR as specified in Paragraph 10 herein.

5. INSTRUCTIONAL

Program SPONSOR shall be solely responsible for salaries, benefits (including workers' compensation), and any other insurance required by law for instructors/coordinators. The instructors/coordinators shall be employees of the Program SPONSOR.

The DISTRICT is responsible to ensure all instructors are eligible in accordance with California Education Code 8155c.

Program SPONSOR shall provide all instructional materials, including but not limited to text and reference books and shall also provide the services of members of Program SPONSOR'S staff for the purpose of introducing the apprentices enrolled in the program to the functions of the Program SPONSOR'S operations as they relate to the program. The cost of providing the specified instructional materials shall be included in the amount to be paid per clock hour of teaching time as set forth hereunder. No additional payments will be made by the DISTRICT for instructional materials provided by the Program.

6. ATTENDANCE AND ACHIEVEMENT REPORTING

The DISTRICT is responsible for maintaining records on each clock hour of teaching time provided to apprentices enrolled in the program as specified herein. The DISTRICT shall prepare and submit such reports to the Chancellor's Office of California Community Colleges, as are required for the purpose of calculating allowances for the program. Program SPONSOR shall assist the DISTRICT in the preparation and maintenance of reports on attendance and student achievement. Such reports shall be maintained for a period of three (3) years after the expiration of this Agreement.

7. HOLD HARMLESS

Program SPONSOR shall, to the fullest extent permitted by law, indemnify and save the state, the DISTRICT, its officers, agents and employees from any and all loss, cost, expense, claims of liability for injury to, or death of any person, or damage to any property arising out of or in connection with the performance and operation of the terms of this Agreement caused by the negligence, willful misconduct or violation of law by SPONSOR. DISTRICT shall, to the fullest extent permitted by law, indemnify and save Program SPONSOR, its trustees, agents and employees from any and all loss, cost, expense, claims or liability for injury to, or death of any person, or damage to any property arising out of or in connection with the performance and operation of the terms of this Agreement caused by the negligence, willful misconduct or violation of law by DISTRICT.

8. INSURANCE REQUIREMENTS

Program SPONSOR shall take out and maintain during the life of this Agreement such public liability and property damage insurance as will protect the DISTRICT, its officers, agents and employees from any and all claims and liability for death, injury, and loss of property. Insurance shall be in the minimum amount of one million dollars combined single limit (CSL). The policy shall be written by a reliable insurance carrier authorized to do such business in the State of California and shall name the

DISTRICT as an additional insured. Program SPONSOR shall provide the Business & Contract Services office with a certificate of insurance prior to the execution of this Agreement. Certificates of insurance shall be directed to the attention of Business & Contract Services.

9. WORKERS COMPENSATION

Program SPONSOR shall obtain and maintain, at the expenses of Program SPONSOR, all workers' compensation insurance required by law for employees in the operation of the program. Program SPONSOR shall report such apprentices to the DISTRICT prior to the first time the apprentices are added to the program SPONSOR'S payroll and shall also report the date the apprentices are terminated from the payroll. SPONSOR shall provide proof of workers' compensation to the DISTRICT prior to the effective date of this agreement.

10. PAYMENTS

The DISTRICT shall pay Program SPONSOR an amount equal to eighty-five percent (85%) of the amount specified as state aid in Section 8152 of the Education Code of the State of California for each clock hour of teaching time per apprentice, less any deficit which may be imposed during each year this Agreement is in effect and less any amounts paid by the DISTRICT for the provision of classroom instructors, including workers' compensation insurance, and less any amounts paid by the DISTRICT for the acquisition, maintenance, and servicing of facilities for the program. SPONSOR will provide names, addresses, and clock hours of attendance for each apprentice listed on the DISTRICT school attendance form. Payments shall be made, based on the total hours of attendance reported during the first period and adjusted annual period. Payment for any amounts owed to Program SPONSOR, pursuant to Program SPONSOR agreement, will be paid within 45 days of the end of each apportionment period.

11. RESPONSIBILITY FOR EXCESS COSTS

In accordance with the provisions of Section 3074 of the Labor Code, Program SPONSOR is responsible for all excess costs incurred by the DISTRICT exceeding state apportionment's and local revenue earned by the attendance of apprentices and such costs shall be payable by the Program SPONSOR upon receipt of a claim accompanied by appropriate supporting documentation.

12. LIMITATION OF DISTRICT RESPONSIBILITY FOR PAYMENT

The DISTRICT'S obligation hereunder is payable only and solely from funds appropriated for the purpose of this Agreement and is contingent upon the establishment of an appropriations specified in Education Code Section 8152 for each fiscal year this Agreement is in effect. The DISTRICT has no obligation or any services, which may have been provided by Program SPONSOR hereunder if such funds are not appropriated and allocated for use by the DISTRICT for the purpose of this program. The DISTRICT shall notify Program SPONSOR of any such non-allocation at the earliest possible date.

13. ASSESSMENT AND IN-SERVICE

Quality instruction is a joint responsibility of the Program SPONSOR and the DISTRICT. The qualifications, materials and expertise in the SPONSOR'S field shall be the prime responsibility of the SPONSOR. The DISTRICT has the prime responsibility for the classroom climate and skills,

techniques, and strategies for assisting students in their learning. The Program SPONSOR and DISTRICT have auxiliary responsibilities in the prime areas.

Appropriate in-service sessions will be conducted by each party with cooperative observation and assessment.

14. INFORMATION AS TO AVAILABILITY OF PROGRAMS

Pursuant to the provisions of Section 3074.1 of the Labor Code, the DISTRICT and Program SPONSOR shall provide students with information as to the availability of apprenticeship programs. Program SPONSOR shall comply with the provisions of the State of California Plan for Equal Opportunity in Apprenticeship.

The term of the agreement shall be for the period beginning July 1, 2015 through June 30, 2016. The agreement may be amended by written mutual consent of the parties and may be terminated by either party provided that either party issues a written notification to the other party prior to May 1st, of the current agreement year. The cancellation will become effective on June 30th of the current agreement year.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as indicated below:

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ON BEHALF OF NORCO COLLEGE

Paul Parnell
Signature

Dr. Paul Parnell
President, Norco College

3/26/15
Date

RIVERSIDE COUNTY EDUCATIONAL AND
TRAINING TRUST FUND

[Signature]
Director Chairman, Riverside Committee

3-6-15
Date

[Signature]
Secretary, Riverside Committee

3-6-15
Date

Chairman, San Bernardino

Date

Secretary, Riverside Committee

Exhibit 2: RCCD Board of Trustees Agenda Item (VIII-B-1)

e-board »
Agenda Item
Agenda Item

Agenda Item (VIII-B-1)

Meeting	5/19/2015 - Regular
Agenda Item	Committee - Teaching and Learning (VIII-B-1)
Subject	Proposed Curricular Changes
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees approve the proposed curricular changes for inclusion in the college catalog and in the schedule of class offerings.

Background Narrative:

Presented for the Board's review and approval are proposed curricular changes for new stand-alone courses, and two new state/locally approved degrees and certificates. These items were first part of the proposed curricular changes in April 2015, but were withdrawn at the committee meeting, to permit clarification and additional information.

The needed information was reviewed with the various constituencies, and the proposed curricular changes are now being brought forward with a recommendation for approval.

Prepared By: Michael Reiner, Vice Chancellor, Educational Services
Sylvia Thomas, Associate Vice Chancellor Ed Services
Naomi Foley, Instructional Support Coordinator

Attachments:

[Proposed Curricular Changes_May 2015_backup_051215.pdf](#)

Course	Title	Location
1. New Stand Alone Courses:		
These courses will be part of an electrician apprenticeship program offered in partnership with the International Brotherhood of Electrical Workers, Local 440 & 447 enabling residents to become journeyman electricians:		
ELE-400	Introduction to the Electrical Trades and Construction Safety	N
ELE-401	Introduction to Electrical Theory, Basic Math Concepts, and the National Electric Code	N
ELE-402	Advanced DC Circuit Concepts, Introduction to 3-Phase AC Circuits, Test Equipment, and National Electric Code Applications	N
ELE-403	AC Circuit Concepts, Applied Electronics, and National Electric Code Applications	N
ELE-404	Digital Logic Circuits, Conductor Characteristics, Applications, and National Electric Code (NEC)	N
ELE-405	Electrician Blueprint Reading with Code Applications for National Electrical Code (NEC)	N
ELE-406	Grounding Systems, Advanced Blueprints and Specifications, Motor Design and Installation, and National Electric Code	N
ELE-407	Motor Control Principles, Generators and Power Supplies, with National Electric Code (NEC)	N
ELE-408	Transformer Theory, Leadership, Management, and Test Equipment	N
ELE-409	Electrician Specialty Systems	N
2. New State /Locally Approved Degrees and Certificate:		
	Associate of Science/Certificate in Electrician	N
	Associate of Science/Certificate in Electrician Apprenticeship	N

Exhibit 3: Letter from Norco College to Palomar College



Office of the President

March 16, 2015

Berta Cuaron, Assistant Superintendent/Vice President
Instructional Services
Palomar College
1140 W. Mission Road
San Marcos, CA 92609

Dear Dr. Cuaron:

This letter is to notify Palomar College that Norco College will be assuming the role of Local Education Agency (LEA) to the Southern Sierras Chapter, N.E.C.A. Educational and Training Trust and the Riverside County Educational and Training Trust Fund International Brotherhood of Electrical Workers (IBEW) Locals 440 and 477 apprenticeships program.

The following steps have taken place to ensure a seamless transfer for IBEW apprentices:

- The Electrician Apprenticeship curriculum has been created and approved through the Norco College curriculum process and the Regional Consortia. Once approved by the California Community Colleges Chancellors Office, it will be in place for a July 1st start date.
- Current IBEW instructors will be processed through the Riverside Community College District according to California Code of Regulations, Title 5 section on minimum qualifications for Apprenticeship instructors.
- Norco College is working with the CCCC to ensure hours are reported according to the timeline and RSI funds are properly collected and distributed.
- Norco College has set a process in place to ensure IBEW apprentices will receive full support from the college, including designating a liaison to monitor and coordinate all activities.

Norco College is looking forward to serving the apprentices of the International Brotherhood of Electrical Workers.

Sincerely,

A handwritten signature in blue ink that reads "Dr. Paul Parnell".

Paul Parnell, PhD
President

Exhibit 4: Organizational Chart for the Program

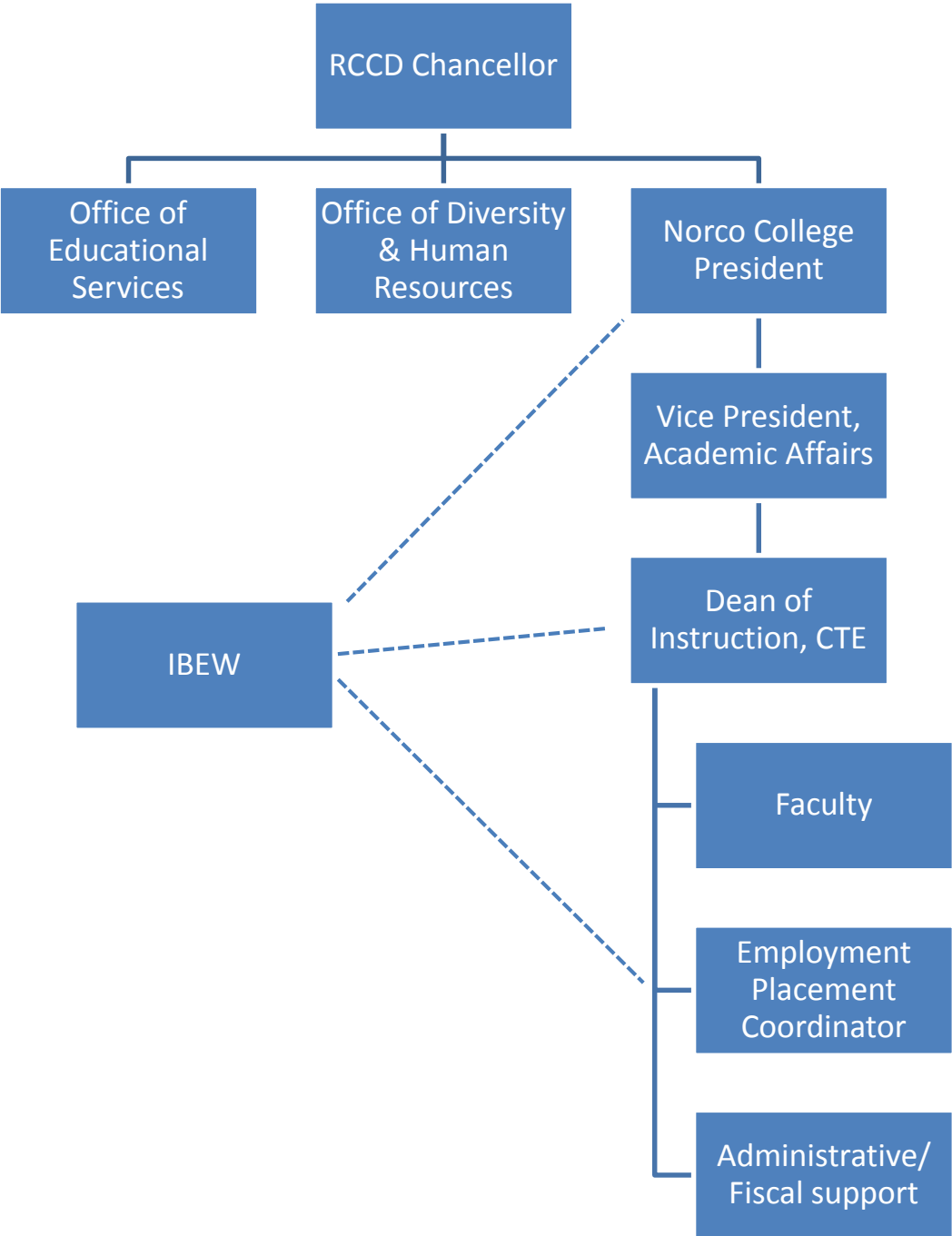


Exhibit 5: Electricians Apprenticeship, Certificate, Degree Description

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
PROGRAM OUTLINE of RECORD**

College: R__ M__ N_X

Electrician Apprenticeship

TOPs: 0952.20

PROGRAM PREREQUISITE:

None

SHORT DESCRIPTION of PROGRAM

This is a five-year apprenticeship program. Applications for Riverside/San Bernardino/ Mono/Inyo counties should apply to the Riverside and San Bernardino Joint Electrical Apprenticeship Training. Committees, 1855 Business Center Drive, San Bernardino, CA 92408. Telephone: (909) 890-1703.

PROGRAM LEARNING OUTCOMES

Upon successful completion of this program, students should be able to:

1. Apply a working knowledge of math formulas and complex solution methods related to the electrical trades, along with blueprint symbols and drawings of wiring diagrams with common schematic symbols, including troubleshooting of common system faults, detection and repair, while properly applying OSHA construction site safety standards to all practices.
2. Properly apply all pertinent National Electric Code (NEC) to all workplace practices involving DC, AC single & poly-phase systems, utilizing proper grounding, bonding, lightning protection, wire sizing, conduit fill, overload protection, layout, connections, installations, troubleshooting, fault isolation, repairs or modifications.
3. Demonstrate appropriate leadership and expertise in applying special control and monitoring functions related to layout, installation, testing, and troubleshooting of digital and analog systems involving such ancillary equipment as CATV, CCTV, telephone circuits, Programmable Logic Controllers (PLCs), sensors, actuators, low-voltage and high-voltage, transformation, interfacing, hardware, setup, and programming services needed to comply with all NFPA-70E (NEC) and OSHA regulations for safety and fitness.

Required Courses (35 units)

Course	Title	Units
ELE 400	Introduction to the Electrical Trades and Construction Safety	3.5
ELE 401	Introduction to Electrical Theory, Basic Math Concepts, and the National Electric Code	3.5
ELE 402	Advanced DC Circuit Concepts, Introduction to 3-Phase AC Circuits, Test Equipment, and National Electric Code	3.5
ELE 403	AC Circuit Concepts, Applied Electronics, and National Electric Code Applications	3.5
ELE 404	Digital Logic Circuits, Conductor Characteristics, Applications, and National Electric Code (NEC)	3.5
ELE 405	Electrician Blueprint Reading with Code Applications for National Electrical Code (NEC)	3.5
ELE 406	Grounding Systems, Advanced Blueprints and Specifications, Motor Design and Installation, and National Electric Code	3.5
ELE 407	Motor Control Principles, Generators and Power Supplies, with National Electric Code (NEC)	3.5

Norco College: Substantive Change Proposal

ELE 408	Transformer Theory, Leadership, Management, and Test Equipment	3.5
ELE 409	Electrician Specialty Systems	3.5
Total		35

Associate of Science Degree

The Associate of Science Degree in Electrician will be awarded upon completion of the degree requirements, including general education and other graduation requirements as described in the college catalog.

Exhibit 6: Projected Sequence of Courses and Schedule of Classes

ELE 400 Introduction to the Electrical Trades and Construction Safety

Lecture Hours: 45
Lab Hours: 54
Units: 3.50

COURSE DESCRIPTION

Prerequisite: None.

Focusing on electrical trades, students will examine safety issues surrounding construction job-sites and installation of electrical systems. Includes OSHA 10 Construction certification training, identification of job-site hazards, safe work practices and personal protective equipment for various construction site hazards. Care for breathing and cardiac emergencies along with basic first aid and automatic external defibrillator (AED) training for use on both adults and children. Substance abuse will be addressed. Basic math operations will be reviewed and reinforced. 45 hours lecture and 54 hours laboratory.

SHORT DESCRIPTION FOR CLASS SCHEDULE

Electrician training includes construction job-site OSHA safety, first aid and CPR with AED, safe work practices, hazard identification, personal protective equipment, substance abuse, and math review for electrical trade workers.

ELE 401 Introduction to Electrical Theory, Basic Math Concepts, and the National Electric Code

Lecture Hours: 45
Lab Hours: 54
Units: 3.50

COURSE DESCRIPTION

Prerequisite: None.

Provides an introduction to algebraic and trigonometric concepts and application of their principles to solve basic electrical equations and layout conduit bends. Teaches the student to apply basic electrical theory to predict circuit behavior. Basic conduit bending techniques will be developed. The National Electrical Code will be introduced. 45 hours lecture and 54 hours laboratory.

SHORT DESCRIPTION FOR CLASS SCHEDULE

Introduction to math concepts and application of their principles to solve basic electrical equations and layout conduit bends. Teaches the student to apply basic electrical theory to predict circuit behavior. Basic conduit bending techniques will be developed. The National Electric Code will be introduced.

ELE 402 Advanced DC Circuit Concepts, Introduction to 3-Phase AC Circuits, Test Equipment, and National Electric Code Applications

Lecture Hours: 45
Lab Hours: 54
Units: 3.50

COURSE DESCRIPTION

Prerequisite: None.

Electrician circuit analysis techniques, series, parallel, and combination DC circuits, test equipment, National Electric Code (NEC), and elementary 3-Phase AC circuits will be introduced. 45 hours lecture and 54 hours laboratory.

SHORT DESCRIPTION FOR CLASS SCHEDULE

Circuit analysis techniques, series, parallel, and combination DC circuits, test equipment, National Electric Code (NEC), and basic 3-Phase AC circuits

ELE 403 AC Circuit Concepts, Applied Electronics, and National Electric Code Applications

Lecture Hours: 45
Lab Hours: 54
Units: 3.50

COURSE DESCRIPTION

Prerequisite: None.

Electrician AC theory including an exploration of inductance and capacitance and the effect of their combined reactants on AC circuits along with the application of electronic concepts and components. 45 hours lecture and 54 hours laboratory.

SHORT DESCRIPTION FOR CLASS SCHEDULE

Electrician AC theory including inductance, capacitance, reactance, and impedance in AC circuits, with applications of electronic concepts and components.

ELE 404 Digital Logic Circuits, Conductor Characteristics, Applications, and National Electric Code (NEC)

Lecture Hours: 45

Lab Hours: 54
Units: 3.50

COURSE DESCRIPTION

Prerequisite: None.

Digital logic concepts and their real-world application. Electrician identification, selection, and installation of electrical conductors in accordance with National Electrical Code (NEC). 45 hours lecture and 54 hours laboratory.

SHORT DESCRIPTION FOR CLASS SCHEDULE

Digital logic concepts and real-world application. Electrician identification, selection, and installation of electrical conductors in accordance with National Electrical Code (NEC)

ELE 405 Electrician Blueprint Reading with Code Applications for National Electrical Code (NEC)

Lecture Hours: 45
Lab Hours: 54
Units: 3.50

COURSE DESCRIPTION

Prerequisite: None.

Electrician studies of blueprints and specifications. Application of the National Electric Code will cover current protection, panel-boards, and lighting systems. 45 hours lecture and 54 hours laboratory.

SHORT DESCRIPTION FOR CLASS SCHEDULE

Electrician studies of blueprints and specifications. Application of the National Electric Code will cover current protection, panel-boards, and lighting systems.

ELE 406 Grounding Systems, Advanced Blueprints and Specifications, Motor Design and Installation, and National Electric Code

Lecture Hours: 45
Lab Hours: 54
Units: 3.50

COURSE DESCRIPTION

Prerequisite: None.

Advanced concepts for blueprints and specifications. Study of motor design and application and National Electric Code concepts. 45 hours lecture and 54 hours laboratory.

SHORT DESCRIPTION FOR CLASS SCHEDULE

Advanced blueprint reading and specifications; Study of motor design, applications, with National Electric Code concepts.

ELE 407 Motor Control Principles, Generators and Power Supplies, with National Electric Code (NEC)

Lecture Hours: 45
Lab Hours: 54
Units: 3.50

COURSE DESCRIPTION

Prerequisite: None.

Techniques for controlling AC and DC motors; students examine conventional and cutting-edge technologies for power generation. 45 hours lecture and 54 hours laboratory.

SHORT DESCRIPTION FOR CLASS SCHEDULE

Controlling AC and DC motors, including conventional and cutting-edge technologies for power generation.

ELE 408 Transformer Theory, Leadership, Management, and Test Equipment

Lecture Hours: 45
Lab Hours: 54
Units: 3.50

COURSE DESCRIPTION

Prerequisite: None.

Explores electrician theory and field application of transformers, test equipment, including management and leadership principles for supervisors, along with special equipment for security systems for the grid. 45 hours lecture and 54 hours laboratory.

SHORT DESCRIPTION FOR CLASS SCHEDULE

Electrician theory and the fielding of transformers, test equipment; includes management and leadership principles for supervisors, along with special equipment for grid security systems.

ELE 409 Electrician Specialty Systems

Lecture Hours: 45
Lab Hours: 54
Units: 3.50

COURSE DESCRIPTION

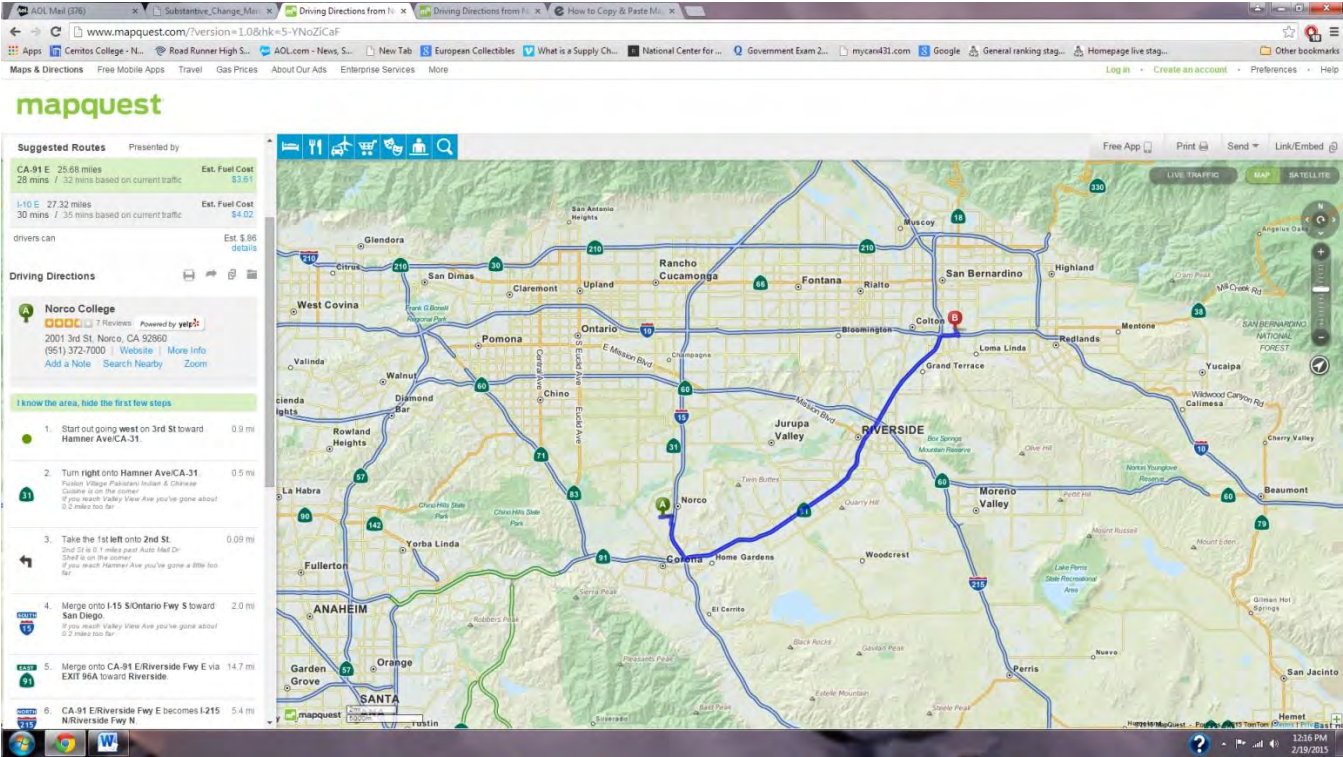
Prerequisite: None.

Examines specialty electrical systems commonly found in building construction. Includes fire alarm systems, closed-circuit television (CCTV) systems, telephone systems, cable television (CATV & MATV) systems, local area networks (LANs), fiber optic data systems, heating and air conditioning control systems, and lightning protection systems. 45 hours lecture and 54 hours laboratory.

SHORT DESCRIPTION FOR CLASS SCHEDULE

Specialty electrical systems common to building construction. Includes fire alarm, closed-circuit television (CCTV), telephone, cable television (CATV & MATV), local area networks (LANs), fiber-optic data, HVAC control, and lightning protection systems.

Exhibit 7: Map to off campus site (IBEW) and Norco College Location



<http://mapq.st/1EYfneU>

Exhibit 8: Jan 2015 College Leadership Update on IBEW Agreement

Apprenticeship Training Agreement between Norco College & IBEW Jan 2015 update

BACKGROUND

The Riverside/San Bernardino Joint Electrical Apprenticeship & Journeyman Training Committee voted on January 20th to officially switch the Lead Education Agency (LEA) from Palomar College (San Diego County) to Norco College (Riverside County).

The transfer was prompted by the need for the LEA to be in closer proximity to the IBEW training centers (located in the cities of San Bernardino and Riverside). Moving to Norco College will allow their 400 apprentices to continue their education and possibly complete Associates of Science degrees without having to commute to San Diego. The proximity of Norco College is closer to the homes of most IBEW apprentices and allows for increased educational access/opportunities.

COORDINATION

The State Chancellors Office's Division of Workforce and Economic Development (Policy Alignment and Outreach Unit's Apprenticeship & Electrician Certification Programs) is aware of the transfer and supports it. We are working closely with them to ensure the process will be complete for a July 1, 2015 start date. The CCCCO process includes official notification of intent to transfer from IBEW, course approval, and official approval from the State Chancellors office.

New Electrician courses have been written and approved to provide a seamless transfer for apprentices to Norco College. We will accept equivalency for all current apprentices with Palomar units.

Using AB86 we are able to temporarily transfer an employee's time and effort to coordinate the transfer and complete necessary logistical activities now until June 30th.

FUNDING

With the transfer of this program also comes Related and Supplemental Instruction (RSI) funds instead of FTEs. RSI funds are reimbursed to the program sponsor at an hourly rate of \$5.04, minus Norco College costs. We have negotiated a split of 85% to IBEW and 15% to Norco College - the same split currently in place at Palomar College.

A fiscal infrastructure to receive and manage the RSI funds will need to be put in place. This includes receiving funds from the CCCCO and distributing them to IBEW, as well as managing administrative costs at Norco College.

IBEW will report attendance to Norco College on a monthly basis, we will then report these hours to the CCCCO according to published timelines. These RSI funds (approximately \$150k gross, of which \$22k net to Norco annually) will help cover the administrative costs incurred by the college including reporting hours, enrolling apprentices into the college, attending meetings, completing other reporting documents as necessary, and providing educational support.

LOOKING AHEAD

This transfer will allow Norco College to register with the Registered Apprenticeship-College Consortium (RACC). This consortium will create a national network of colleges and Registered Apprenticeship sponsors. We are also working to create a similar Apprenticeship program with numerous local manufacturers.

Exhibit 9: Representative Assessment Report – ELE 23

Norco College Course Assessment Report

Course: _____

Instructor: _____

Semester: _____

Is this the initial assessment or follow-up (closing the loop)? Initial Follow-up

1. Please write a short narrative summary of the data collected for the course SLO(s). Were you generally satisfied with the results? In which areas or SLOs (if you assessed more than one) did the data indicate students had the most difficulty? To what do you attribute that difficulty? Which areas or SLOs did they find themselves achieving with greatest success? Please attach assessment instrument (and/or rubric) and data summary files (spreadsheets, tally sheets, etc) to this report.
2. **If this is an initial assessment**, what are some suggestions for improving learning in the course the next time it's taught? What advice would you offer to the next faculty member(s) who teaches the course, based on data and experience teaching the course?
3. **If this is a follow-up (closing the loop)**, did the changes that were made to the course result in improvement of student learning from the first assessment? If so, how? If not, why did improvement not occur? What advice would you offer to the next faculty member(s) who teaches the course, based on data and experience teaching the course?
4. What suggestions, if any, do you have for modifying the course outline of record and/or the SLOs for the course?

**NORCO COLLEGE, RCCD
ELECTRONICS 23—Devices and Circuits
SLO-part of Mid-Term EXAM**

These are the mandatory ELE-23 STUDENT LEARNING OBJECTIVES (SLOs): On completion of the course, **all successful students will be able to:**

1. Describe the physical nature and electrical characteristics of materials that are classified as semiconductors.
 2. Explain the operation and biasing requirements of diodes, bipolar transistors, field effect transistors, thyristors, and optoelectronic devices.
 3. Discuss the construction and uses of analog and digital integrated circuits.
 4. Discuss the three basic types of transistor amplifier configurations, describe their operation, and compare the characteristics of each.
 5. Identify and explain the operation of power supplies and their circuitry.
 6. Explain the basic principles of operation of both sinusoidal and non-sinusoidal oscillators.
-

Occupational classes are competency-based. Electronics classes are meant to prepare you for an occupation, where you must be competent to keep your job. In order to pass this class, a student must be able to do **all** of the above things (SLOs), to at least a minimum level of competency, as judged, using the instructor's rubric, from your answers to the following tasks and questions:

- A) Please write a legible narrative essay that gives an overview of the manufacturing processes used to make a PN-Junction Diode, using the specific terms and phrases that were written on the whiteboard during our preparatory lecture sessions. In this essay, state the purpose of doping of a semiconductor material, and how it works to alter the conductivity of the semiconductor material. Continue your explanation until the doped crystal is fabricated into a PN-Junction Diode, encapsulated into a package with axial leads, ready to be mounted on a through-hole printed circuit board.
- B) Legibly discuss the biasing requirements (forward and reverse) of a germanium, PN-Junction Diode, and explain how conductivity of the device is affected in these biasing modes. How does each biasing mode affect the depletion zone, to allow, or to disallow conduction? Also, correlate the words Cathode and Anode with the electrical schematic of a diode, and the P-type and N-type materials inside, with respect to an externally applied voltage source (and polarity). Use sketches to demonstrate each type of biasing, and label them clearly.
- C) Discuss the biasing requirements of a silicon, NPN transistor, with respect to the emitter, base and collector regions, and the depletion zones (that naturally occur at each junction without biasing). Use sketches to help clarify how a transistor amplifies current, as you discuss the current-gain specification, called Beta.
- D) What qualifies a device to be considered an Opto-Electronic component?
- E) Describe the operation of a red LED, along with its characteristics in forward and reverse bias.

- F) Explain the operation of a Photo-Transistor.
- G) What are the names of each of the wires on a JFET? And, for an N-channel JFET, discuss how biasing affects its operation, when placed in series with a load resistor.
- H) What is the difference between the operational characteristics of an Analog versus a Digital I.C. (Integrated Circuit), relative to saturated or linear modes of operation?
- I) Briefly discuss the manufacturing of integrated circuits (this overview does not need to tell of tiny details, such as chemicals used, or temperatures, for instance).
- J) Explain how an SCR latches ON, and what it takes to turn it OFF again. Use sketches to help clarify these sequences.
- K) For linear, non-saturated operation, what is the normal biasing requirement of a Bipolar Junction Transistor (BJT, emitter to base, and base to collector junctions)? Use any sketches that may help to clarify your answers.
- L) What are the three types of BJT amplifier configurations, by name? Also, draw a schematic symbol of each configuration that clearly shows each having one input, one output and one common connection. Also for each one, briefly characterize it, by current gain, voltage gain, and impedance characteristics (input to output).
- M) Draw a block-diagram and a schematic of a typical, low-cost, power adapter (AC to DC power supply), name each of the needed components and describe the function of each section of this Half-Wave Rectified, non-voltage regulated supply, with moderate ripple voltage. Also, describe how each and every component helps to accomplish the overall job of this low-cost power supply.
- N) Draw a block-diagram and a schematic of a typical, higher-quality, power adapter (AC to DC power supply), name each of the needed components and describe the function of each section of this Full-Wave Rectified (non-center-tapped), zener controlled, voltage regulated supply, without significant ripple voltage. Also, describe how each and every component helps to accomplish the overall job of this higher-quality power supply.
- O) What is the purpose of an oscillator, in general (what does it do)? What are the necessary parts of an oscillator (discussing a block diagram you will draw)?
- P) What is the difference between a sinusoidal oscillator and a non-sinusoidal oscillator, and upon what portion of the amplification curve does each operate?
- Q) Using sketches and words, explain the proper biasing of a JFET for normal, linear operation, including special information on signal modulation of the current between source and drain.

If you have performed competently, then you will receive a letter-grade that is proportional to total, accumulated points that you have earned in lecture and lab sections. If you lack anything, above, then you will receive more opportunities to prove your competency before, and including, the final exam. All successful students will have demonstrated competency in each required area by the final day (when grades are submitted). Some areas require multiple measures of demonstration, due to compound language written into the Course Outline of Record, for each SLO. SLO assessment items A through Q, above, assess each part of each SLO, entirely.

SLO Assessment Results & Milestones Met for ELE-23 Students								9th UPDATE today, on 12-15-12		
SLO Question/Answer Letters & Correlation to Written SLOs in Catalog									There is a Pass/Fail (a)	
SLO # & Item Maps to ==>	1:a;b &	1:b &			1:b				Additional time was giv	
SLO # & Item Maps to ==>		2:a;b;c&1b	2:a;b;d	2:a;g	2:a;b;c;g	2:a;b;g	2:a;b;e	3:b;c;d	3:a;c;d	2:a;b;f
Completing Student Index Nos.:	A	B	C	D	E	F	G	H	I	J
1	4	3	2	2	2	3	2	2	3	3
2	3	3	4	2	2	3	2	3	3	2
3	3	3	2	4	2	3	3	4	3	2
4	2	2	2	2	2	2	2	2	2	3
5	3	3	2	2	3	2	3	3	2	4
6	4	3	4	3	3	2	3	3	4	4
7	3	3	3	2	2	3	3	2	3	2
8	4	4	4	3	2	2	3	2	3	2
9	2	2	2	2	2	3	2	2	3	2
10	4	4	3	4	4	2	3	3	2	3
11	2	2	2	2	2	4	2	2	2	3
12	2	2	2	2	2	2	2	3	2	2
13	3	4	4	2	2	3	3	2	2	3
14	4	2	2	2	2	2	2	2	2	2
15	3	2	3	2	2	3	3	2	3	2
16	3	2	2	2	2	2	2	2	2	3
17	4	2	2	4	4	2	2	2	3	3
Average of all MT deltas==>										
Only students with ALL SLOs :		above a rubric score of 1 can pass this class.				The Rubric allows up to 2 points for maximum comple				
Competency Measurements:		A score of 0 on any item will earn an F for the course. Multiple indicators of an SLO, above a 1, may be average								
STUDENT LEARNING OBJECTIVES (SLOs-): On completion of the course, students will be able to:										
1. Describe the <u>physical (a) nature</u> and <u>electrical characteristics</u> of materials that are classified as <u>(c) semiconductors</u> .										
2. Explain the <u>operation</u> and <u>biasing</u> requirements of <u>diodes</u> , <u>bipolar transistors</u> , <u>field effect transistors</u> , <u>thyristors</u> , and <u>optoelectronic c</u>										
3. Discuss the <u>construction</u> and <u>uses</u> of <u>analog</u> and <u>digital</u> integrated circuits. (3a-d)										
4. Discuss the three basic types of transistor amplifier configurations, describe their operation, and compare the characteristics of each										
5. <u>Identify</u> and <u>explain</u> the <u>operation</u> of <u>power supplies</u> and their circuitry [(a) half-wave; (b) full-wave]. (5, all eme										
6. Explain the <u>basic principles</u> of operation of both <u>sinusoidal</u> and <u>non-sinusoidal</u> oscillators. (6a-c)										

1st Charted at Mid-Term Exam on 11/13/2012											
or nothing) SLO Mid-Term, and a graded portion. Grades only assigned after all SLOs passed.											(add 77pts)
en for students to remediate their work, up until grades were due.											
2:a;b;d	4:all	5:a	5:b	6:a	6:b,c	2:e		SLO part of MT:	MT-Graded Portion	up-biased MT-Graded	
<u>K</u>	<u>L</u>	<u>M</u>	<u>N</u>	<u>O</u>	<u>P</u>	<u>Q</u>	<u>SUM</u>	<u>SLO AVG</u>	<u>Delta-Score</u>	<u>Score</u>	
4	4	4	4	2	2	2	48	3	2	79	
2	2	2	3	2	2	3	43	2.6875	2	79	
4	3	3	2	2	2	4	49	3.0625	0	77	
2	2	3	2	2	2	2	36	2.25	44	121	
2	2	2	3	4	2	3	45	2.8125	5	82	
3	4	4	3	3	4	2	56	3.5	-38	39	
2	3	2	2	3	4	3	45	2.8125	11	88	
2	2	4	4	3	3	2	49	3.0625	26	103	
3	4	2	4	2	2	4	43	2.6875	-29	48	
4	3	3	4	2	2	3	53	3.3125	-19	96	
2	3	3	3	2	2	2	40	2.5	-45	32	
3	2	2	2	2	2	3	37	2.3125	23	100	
2	2	2	3	3	2	2	44	2.75	15	92	
2	4	2	4	2	4	3	43	2.6875	25	102	
3	3	2	3	2	2	3	43	2.6875	37	114	
2	2	2	2	2	2	3	37	2.3125	-69	8	
2	3	2	3	2	4	3	47	2.9375	35	112	
										63	
ness & up to 2 points for maximum correctness/appropriateness of each answer (added).											
d. An Average Score of 1 may earn a D at the highest. Only 2, or better, may earn above a D.											
(1a-c)											
evices.											
(2a-g)											
(There was severe guessing penalty, per MT instructions)											
(4 all together)											
ments of Power Supplies, in a &b)											
The Final Exam will be 50 questions, graded without a penalty for guessing.											

Exhibit 10: Norco College Net Tutor Information Flyer



The flyer features the Norco College logo in red and white at the top left, and the NetTutor logo in white on a red background at the top right. A light blue banner below the logos reads "FREE ONLINE TUTORING FOR NORCO STUDENTS". The main text describes the service as comprehensive and free, available for all courses. It highlights that tutors are highly trained experts in the course. A photograph of a smiling woman with a laptop is on the right. A large section for IBEW Apprentices is centered below. The bottom section, on a red background, provides "How to Get Started?" instructions and a sign-up form with fields for Name, Login, and Password. A small footer at the very bottom provides background information about Link-Systems International, Inc.

NORCO COLLEGE

NetTutor[®]
Online Tutoring Service

FREE ONLINE TUTORING FOR NORCO STUDENTS

NetTutor is a comprehensive online tutoring service for all courses. This free service is available to assist you with homework and studying.

All of the NetTutor tutors are highly trained experts in the course that you are taking.

We're ready to help. What are you waiting for?



IBEW Apprentices receive special access to NetTutor!

How to Get Started?

1. Get your personalized login name and password to NetTutor from your instructor
2. Log onto www.NetTutor.com
3. Select the course

Name:
Login:
Password:

NetTutor is a service of Link-Systems International, Inc. (www.link-systems.com). LSI has been serving the academic community since 1995 as an eLearning services and technology company dedicated to student success.

Exhibit 11: Record of Institutional Approvals



As is our institutional culture, the Electrician Apprenticeship certificate/degree program went through all the College's strategic planning committees and approval channels publically and transparently as outlined in our District Curriculum Approval Handbook.

Some key dates include:

- Business, Engineering, & Information Technology Department: Oct 21, 2014 & Nov 18, 2014
- Academic Planning Council: Nov 14, 2014
- Institutional Strategic Planning Council (with published agenda to the nor-all email list serve): Nov 19, 2014
- Norco College Academic Senate for first read (with published agenda to the nor-all email list serve): Dec 1, 2014
- Inland Empire/Desert Regional Consortium: December 8, 2014 (first read) and March 2, 2015 (second read), with published agendas to the regional CTE email list serve.
- RCCD Technical Review Committee: Feb 19, 2015
- Norco College Curriculum Committee (with published agenda to the nor-all email list serve): Feb 24, 2015
- RCCD Curriculum Committee: March 5, 2015
- Norco College Academic Senate for second read (with published agenda to the nor-all email list serve): March 16, 2015
- Riverside Community College District Board of Trustees Committee Meeting: May 5, 2015
- Riverside Community College District Board of Trustees Regular Meeting: May 19, 2015

All agendas and minutes are available at www.norcollege.edu or www.rccd.edu

Exhibit 12: Letter from IBEW to CA State Chancellor’s Office to Transfer LEA

	<p>Sponsored by Southern Sierras Chapter National Electrical Contractors Association, Inc. and International Brotherhood of Electrical Workers LOCAL UNIONS 440 477</p>	
APPRENTICESHIP		<i>The Lifeline of the Electrical Industry</i>

March 3, 2015


John Dunn
Chancellor’s Office, California Community Colleges Division of Workforce and Economic Development
Policy Alignment and Outreach Unit Apprenticeship & Electrician Certification Programs
1102 Q Street, Sacramento, CA 95811

Dear Mr. Dunn;

The purpose of this letter is to notify your office of the intention of the Riverside and San Bernardino Electrical Apprenticeship Program to change our Local Educational Agency from Palomar College in San Marcos, CA to the Riverside Community College District at Norco College in Norco, CA.

We feel that this change would benefit our students by having a more geographically favorable location to attend classes to pursue advanced degrees. Thank you for your time and consideration in this matter.

Sincerely,


Richard Purper

RIVERSIDE-SAN BERNARDINO ELECTRICAL JOINT APPRENTICESHIP & TRAINING COMMITTEE
Richard C. Purper, *Training Director*
1855 Business Center Drive • San Bernardino, CA 92408 • Telephone (909) 890-1703 • Fax (909) 890-1746

Exhibit 13: Letter from IBEW to Palomar College to Transfer LEA

	<p>Sponsored by Southern Sierras Chapter National Electrical Contractors Association, Inc. and International Brotherhood of Electrical Workers LOCAL UNIONS 440 477</p>	
APPRENTICESHIP		<i>The Lifeline of the Electrical Industry</i>

February 25, 2015

Mollie Smith
Director, Occupational and Non-Credit Programs
Palomar College
San Marcos

Dear Ms. Smith:

It is with regret that I inform you that the Riverside/ San Bernardino Joint Electrical Journeyman and Apprenticeship Program will be severing our relationship with Palomar College as our Local Educational Agency and aligning with Norco College. We have valued our relationship with Palomar College and the excellent services you have provided but we need for our students to have a campus that is more geographically favorable for their future educational goals.

Thank you for your time and consideration in this matter. If you have any questions please call me at 909-890-1703.

Sincerely,



Richard Purper
Training Director

RIVERSIDE-SAN BERNARDINO ELECTRICAL JOINT APPRENTICESHIP & TRAINING COMMITTEE
Richard C. Purper, *Training Director*
1855 Business Center Drive • San Bernardino, CA 92408 • Telephone (909) 890-1703 • Fax (909) 890-1746

Exhibit 14: CA Chancellor's Office Policies related to Apprenticeship Programs

Common administrative practices and treatment of costs, as well as other policies as related to Apprenticeship programs

With the signing of the 2013-14 Budget Act by Governor Brown, the Related and Supplemental Instruction (RSI) funds administered by the California Department of Education (CDE) were shifted to the California Community College Chancellors Office (CCCCO) in order to streamline the RSI allocation, distribution and oversight process. Changes to the Ed Code language were finalized and included a new provision, 8155 (b) and 79149 (b) that stated:

(b) By March 14, 2014, the Chancellor of the California Community Colleges and the Division of Apprenticeship Standards of the Department of Industrial Relations, with equal participation by local educational agencies and community college apprenticeship administrators, shall develop common administrative practices and treatment of costs and services, as well as other policies related to apprenticeship programs. Any policies developed pursuant to this subdivision shall become operative upon approval by the California Apprenticeship Council.

Definitions:

- LEA – Local Education Agency is a school district, or a county office of education.
- CCC – California Community College
- CCCCOC – California Community College Chancellors Office
- CDE – California Department of Education
- CTE – Career Technical Education
- RSI – Related and Supplemental Instruction
- DAS – Division of Apprenticeship Standards
- Program Sponsor or Program – as defined by DAS, the apprenticeship program sponsor
- LMI – Labor Market Information

To ensure proper oversight of funding for Related and Supplemental Instruction and to increase Apprenticeship participation as a career option:

LEAs and CCCs should:

- Attend apprenticeship committee meetings at least once per year per program sponsor
- Attend CAC meetings at least once per year.
- Invite Programs to participate on LEA and CCC CTE advisory committees to increase awareness of apprenticeship.
- Ensure that all RSI hours are accurately collected from program sponsors and reported to the CCCCOC on regular apportionment timelines.
- Complete other reporting documents on time as requested by CCCCOC.
- Provide other educational support and training to the program sponsor as requested.

Program Sponsors should:

- Report attendance to their LEA or CCC on a regular (monthly preferred) basis, to ensure that LEAs are able to consistently meet CCCCOC reporting deadlines.
- Ensure that sign in sheets and/or electronic attendance procedures are in place and auditable.
- Invite LEAs to attend apprenticeship Committee meetings, graduations and other events as an educational partner.
- Provide access to professional development opportunities for instructors to improve their classroom instruction.

LEA/CCC and Program Sponsors, working together, should:

- Ensure that a consistent instructor evaluation process is in place and followed.
- Ensure that a professional development process is in place and followed to improve instructor teaching skills.
- Leverage resources to increase apprentice completion rates.
- Complete annual reporting documents as requested by the CCCCCO in a timely manner.
- Periodically review and update apprenticeship curriculum.

The CCCCCO should:

- Provide training, guidance and support to all LEAs, CCCs and Program sponsors as needed, especially as it relates to RSI attendance collection and reporting procedures
- Annually collect data related to apprenticeship completion rates.
- Conduct bi-annual meetings, (two North, two South), for all LEAs, CCCs, and Program sponsors to ensure consistent monitoring of program sponsors and RSI funding statewide
- Review LEAs, CCC and program sponsors using the Annual review Document
- Provide Labor Market Information (LMI) data to all apprenticeship stakeholders to assist in identifying new and emerging apprenticeship opportunities statewide.
- Support curriculum upgrade efforts by participating LEAs, CCCs, and Program sponsors as requested.
- Act as a central repository of "Best Practices" related to education and training of Apprentices.
- Provide training and support to LEAs and CCCs new to apprenticeship.

The DAS should:

- Continue to promote, at appropriate venues, the development of new programs in non-traditional areas/crafts.
- Support LEA and CCC attendance review processes when appropriate.
- Provide technical assistance to LEAs and CCCs who are looking to develop new apprenticeship and/or pre-apprenticeship programs.
- Work with CCCCCO to provide completion data for Apprentices to enable all LEAs and CCCs to receive credit for Apprentices who graduate/complete/journey out.

The CCCCCO and DAS should, in partnership:

- Create a process by which a program sponsor can, without undue disruption to classroom instruction, move to a different LEA or CCC
- (1) Program sponsors and LEAs should work diligently to maintain a good working relationship so that transfers are unusual events.
 - (2) Program sponsors may be denied transfer of RSI funds if CCCCCO, with input from DAS, determine there is sufficient evidence to deny the transfer; i.e. a history of low completion rates, non-compliance with regulatory duties, or other factors.
 - (3) Program sponsors, CCCs and LEAs should not expect funds to be transferred or made available without substantial advance written notice being given to the CCCCCO, by all concerned parties.
 - (4) All transfers, if approved, should take place on July 1 so as to coordinate with the States fiscal cycle
 - (5) If funds are requested to be moved from a college to a K12 affiliated LEA, or from a K-12 to a college, written notice signed by the affected LEA's/CCC and the program sponsor must be received by the CCCCCO by September 1 so that, if approved, a Budget Change Proposal can be submitted and the Department of Finance can make the changes effective July 1 of the next fiscal year. (10 months later). Failure to meet this deadline may cause the transfer request to be automatically disapproved or delayed.

- (6) If funds are requested to be moved between CCCs or between LEAs, written notice signed by the affected LEAs/CCC and the program sponsor should be received by CCCCCO by February 1, for July 1 transfer.
 - (7) If a Program sponsor wishes to move to another LEA or CCC but not transfer funds, the DAS will be responsible for the approval of a new LEA.
- Create recommendations by which increases in future RSI funding are allocated to established programs, regardless of LEA affiliation, based on quality of instruction, employer contributions, LMI data, completion rates and other criteria
- (1) Should additional funding become available that results in a return to pre 2008 funding levels for RSI, apprenticeship programs may receive an increase in RSI funding based on their current needs. If an apprenticeship program has shown an inability to properly account for the RSI funds that they have been receiving, LMI data indicates a decrease in jobs in that craft and/or has a low completion rate, increases may be denied after consultation between the DAS, LEA and CCCCCO. The intention is to increase RSI funding for established programs which (a) show a need; (b) properly account for their RSI reimbursement; and (c) have a high completion rate for apprentices, including passing rates on state required exams.
- Create recommendations by which increases in future RSI funding are allocated to new programs, based on LMI data, employer contributions, expected completion rates and other criteria
- (1) When additional funding becomes available, beyond 2008 levels, the CCCCCO and DAS will work together to determine where funding should be distributed.
- Promote Apprenticeship to high schools, community colleges, and other appropriate venues as a legitimate and rigorous post-secondary educational option and career pathways.

Treatment of Costs and Services

With the limited resources available to provide RSI funding to current apprenticeship programs, much emphasis has been placed on the varying percentages charged by LEAs to provide the services that the state has asked them to provide. Each LEA provides different levels of support, depending on the very specific nature of their relationship with the program sponsor.

For example, some LEAs provide the classroom space, materials and pay for the instructor salary, which may equal the total amount of RSI funding that is currently allocated to that particular program sponsor. Other LEAs provide instructor evaluation support, review curriculum, and attend most committee meetings but the instruction takes place at the sponsor facility. LEAs may also work with the program sponsor to provide college credit and/or certificates of completion to apprentices, which could increase the administrative costs.

Essentially, each partnership between an LEA and a program sponsor has very specific requirements, spelled out in their contract agreements. The overall goal then is to outline the minimum expectations for both parties and provide guidance as to what a "reasonable" administrative cost structure might be. If a college is willing to provide additional support, that is a negotiable cost to be agreed upon by the two parties.

Taking all of these items into account, it seems that a "reasonable" percentage for an LEA to charge the program sponsor would range from 10% to 20%, total. Mandating an exact minimum amount (or maximum) would not take into consideration the wide range of local situations and relationships.

Agenda Item (VIII-E-1)

Meeting	8/18/2015 - Regular
Agenda Item	Committee - Facilities (VIII-E-1)
Subject	Agreement Amendment No. 1 for the Culinary Arts Academy/District Office Building with River City Testing
College/District	District
Funding	College and District Allocated Measure C Funds
Recommended Action	It is recommended that the Board of Trustees approve Agreement Amendment No. 1 for the Culinary Arts Academy/District Office Building for additional Special Inspection & Materials Testing Services with River City Testing in the amount not to exceed \$83,666.85.

Background Narrative:

On April 15, 2014, the District entered into an agreement with River City Testing in the amount of \$192,154 for the Culinary Arts Academy/District Office Building.

At this time it is requested that the Board of Trustees approve Agreement Amendment No. 1 in the amount not to exceed \$83,666.85 for additional special inspection and materials testing services with River City Testing for the Culinary Arts Academy/District Office Building project, bringing their contract total to \$275,820.85. Detailed explanations for the additional services are stated in Exhibit I of the amendment. The additional time is being back charged against Columbia Steel.

Cost for the requested amendment is within the project budget approved by the Board of Trustees and no augmentation of the project budget is required.

Prepared By: Michael Burke, Ph.D., Chancellor
Aaron Brown, Vice Chancellor, Business and Financial Services
Wolde-Ab Isaac, President, Riverside
Chris Carlson, Chief of Staff & Facilities Development
Bart Doering, Facilities Development Director

Attachments:

[Amendment No 1_CAA-DO_River City Testing_r1](#)

FIRST (1) AMENDMENT TO AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
RIVER CITY TESTING
(*Culinary Arts Academy/District Office Building -
Special Inspection & Material Testing Services*)

This document amends the original agreement between the Riverside Community College District and River City Testing, which was originally approved by the Board of Trustees on April 15, 2014.

The agreement is hereby amended as follows:

Additional compensation of this amended agreement shall not exceed \$83,666.85, including reimbursable expenses, totaling agreement to \$275,820.85. The term of this agreement shall be from the original agreement date of April 16th, 2014, to the original end date of June 16th, 2016. Payments and final payment shall coincide with original agreement.

Additional scope of work shall be provided in Exhibit I, attached.

All other terms and conditions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date written below.

RIVER CITY TESTING

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____

By: _____

Robert E. Schumacher
Director of Operations
7338 Sycamore Canyon Blvd.
Suite 4
Riverside, CA 92508

Aaron S. Brown
Vice Chancellor
Business and Financial Services

Date: _____

Date: _____

Exhibit I



River City Testing

7338 Sycamore Canyon Blvd., Ste. 4 ~ Riverside, CA 92508
(951) 697-0800 ~ fax (951) 697-5744

May 20, 2015

Mr. Bart Doering
Facilities Planning and Development
Riverside Community College District
450 E. Alessandro Blvd.
Riverside, CA 92508

Bart:

RE: Riverside City College Culinary Arts and District Office Building (CAADO)

As requested, River City Testing (RCT) is providing this proposal for additional services for the following items:

1. Shoring Inspection: RCT performed shoring inspection that was not included in the proposal or the bid documents. This was later added per the Engineers request.

Impact = \$1,759.50 (coatings)

2. Shop Welding Inspection: RCT performed shop welding inspections on the project that was scheduled to last 12 weeks. Additional time was incurred due to Columbia Steel working two ten-hour shifts each day and did not devote enough of the facility to meet the schedule. We were still in the shop in February (up to three months after erection was scheduled to be completed), with 80 regular hours and 12 overtime hours. We had originally allocated \$61,200.00 for inspections, but the actual amount performed was \$110,203.60.

Impact = \$49,003.60.

3. Shop Non-Destructive Testing: Additional testing was requested for \$11,718.00. RCT scheduled \$6,405.00 originally in our service.

Impact = \$5,313.00

4. Field Welding and Erection: The project schedule showed a duration of 73 days, from October 20, 2014, to February 2, 2015, and four days from March 16-19, 2015. This included erection, welding, and decking. Seventy-three eight-hour days equals 584 hours. RCT estimated this total to be 912 hours, or 114 days. Erection began on December 11, 2014, and continues to this date. TSI (Columbia Steel erection arm) went to ten-hour days immediately (RCT never charged a premium for weekday over-time). They have also worked multiple Saturdays. Through April 30, 2015, RCT has incurred additional expense of \$16,163.25

Impact = \$16,163.25

5. Site Grading: Scheduled amount was 15 days for entire project. RCT proposed 120 hours (15 days). RCT estimated that the total soils work for CADD0 would not exceed the scheduled amount for the entire project and estimated \$9,000.00. Total costs for site grading came in at \$20,427.50,

Impact = \$11,427.50

Mr. Bart Doering
Page 2
May 20, 2015

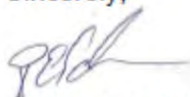
The unanticipated cost impacts experienced to date are as follows:

1. Shoring	\$ 1,759.50
2. Shop Welding	\$49,003.60
3. Shop NDT	\$ 5,313.00
4. Field Welding	\$16,163.25
5. Soils Inspection	<u>\$11,427.50</u>

TOTAL **\$83,666.85**

Please contact me if you have any questions regarding this matter.

Sincerely,



Robert E. Schumacher
Director of Operations

Agenda Item (VIII-E-2)

Meeting	8/18/2015 - Regular
Agenda Item	Committee - Facilities (VIII-E-2)
Subject	Agreement Amendment 4 for the Culinary Arts Academy/District Office Building and Agreement Amendment 4 for the Henry W. Coil, Sr. and Alice Edna Coil School for the Arts Building Projects with LPA, Inc.
College/District	District
Funding	College and District Allocated Measure C Funds/Program Reserve Measure C Funds, Redevelopment Funds and La Sierra Funds
Recommended Action	It is recommended that the Board of Trustees approve: 1) Agreement Amendment 4 with LPA, Inc. in the amount of \$24,655 for the CAA/DO project; and 2) Agreement Amendment 4 with LPA, Inc., in the amount of \$42,597 for the CSA project.

Background Narrative:

On June 15, 2010, the Board of Trustees approved the architectural agreement with LPA for design services for the Culinary Arts Academy and District Office Building (CAA/DO) project in the amount of 1,853,192.00. In addition, on June 19, 2012, the Board of Trustees approved the architectural agreement with LPA for design services for the Henry W. Coil, Sr. and Alice Edna Coil School for the Arts (CSA) project in the amount of \$2,131,599. Both projects have generated three previous amendments to date.

At this time, it is requested that the Board of Trustees approve Agreement Amendment 4 with LPA, Inc. in the amount of \$24,655 for the CAA/DO project for DSA approval for both the Elevator Manufacturer Update and Fire Sprinkler System Update, totaling the agreement with amendments to \$2,400,226.50. It is also requested that the Board of Trustees approve Agreement Amendment 4 with LPA, Inc. in the amount of \$42,597 for the CSA project for DSA approval for: the Elevator Manufacturer Update; Fire Sprinkler Update; and Construction Change Directives 113 and 136, totaling the agreement with amendments to \$2,457,934.50. Detailed scopes of work are outlined in Exhibits I, on the attached amendments.

Costs for the requested amendments are within the project budgets approved by the Board of Trustees and no augmentation of the project budget is required.

Prepared By: Michael Burke, Ph.D., Chancellor
Wolde-Ab Isaac, President, Riverside
Aaron Brown, Vice Chancellor, Business and Financial Services
Chris Carlson, Chief of Staff & Facilities Development
Bart Doering, Facilities Development Director

Attachments:

[Amendment 4_CAA-DO_LPA](#)
[Amendment 4_CSA_LPA](#)

FOURTH (4) AMENDMENT TO AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
LPA
(Culinary Arts Academy and District Office Building Project)

This document amends the original agreement between the Riverside Community College District and LPA, which was originally approved by the Board of Trustees on June 15, 2010.

The agreement is hereby amended as follows:

Additional compensation of this amended agreement shall not exceed \$24,655, including reimbursable expenses, totaling agreement to \$2,400,226.50. The term of this agreement shall be from the original agreement date of June 16, 2010, to the completion of the project. Payments and final payment shall coincide with original agreement.

Additional scope of work shall be provided in Exhibit I, attached.

All other terms and conditions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date written below.

LPA

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____
Robert O. Kupper, AIA
Chief Executive Officer
5161 California Avenue, Suite 100
Irvine, CA 92617

By: _____
Aaron S. Brown
Vice Chancellor
Business and Financial Services

Date: _____

Date: _____

Exhibit I



5151 California Avenue, Suite 100, Irvine, California 92617

July 8, 2015

Mr. Bart Doering
RIVERSIDE COMMUNITY COLLEGE DISTRICT
Facilities Planning and Development
450 E. Alessandro Blvd.
Riverside, CA 92508

Re: Culinary Arts and District Offices (CAADO)
Additional Services Request
LPA Project No. 29071.20

Dear Bart:

The following is a summary of items that have accumulated to date that are considered Additional Services for professional design services.

I. Professional Services Authorization 08

ELEVATOR MANUFACTURER UPDATE – Board Resolution No. 08-13/14 designated Otis Elevators as a District Standard manufacturer. The original DSA submittal plans and specifications were based on 3-4 elevator manufacturer sizes for open bidding purposes. The Board Resolution occurred subsequent to DSA submittal and the design team implemented the change to Otis prior to DSA back check to be included in the bid. Construction Documents, specifications, engineering and calculations were updated two elevators in CAADO and processed through DSA as CCDs 34 and 75 to obtain approval. Additional Services incurred are \$13,040.

II. Professional Services Authorization 09

FIRE SPRINKLER SYSTEM UPDATE – Final Building Information Modeling (BIM) coordination required the DSA approved Fire Sprinkler System plans and calculations to be revised to concur with the Trade Contractor's shop drawings to resolve Deviation Notices issued by the Inspector of Record (IOR). Construction Documents, specifications, engineering and hydrology calculations were updated and processed through DSA as a Construction Change Directive (CCD-131) to obtain approval. Additional Services incurred are \$11,615.

To summarize, total Additional Services compensation requested is the following:

PSA 08	\$ 13,040.
PSA 09	\$ 11,615.
TOTAL	\$ 24,655.

Please let me know if additional information or back-up is needed, thank you for your consideration of this request.

Sincerely,

LPA, Inc.

A handwritten signature in blue ink, appearing to read 'S. Flanagan', is written over the printed name.

Steven Flanagan
Principal

FOURTH (4) AMENDMENT TO AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
LPA
(Henry W. Coil, Sr. and Alice Edna Coil School for the Arts)

This document amends the original agreement between the Riverside Community College District and LPA, which was originally approved by the Board of Trustees on June 19, 2012.

The agreement is hereby amended as follows:

Additional compensation of this amended agreement shall not exceed \$42,597, including reimbursable expenses, totaling agreement to \$2,457,934.50. The term of this agreement shall be from the original agreement date of June 20, 2012, to the completion of the project. Payments and final payment shall coincide with original agreement.

Additional scope of work shall be provided in Exhibit I, attached.

All other terms and conditions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date written below.

LPA

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____
Robert O. Kupper, AIA
Chief Executive Officer
5161 California Avenue, Suite 100
Irvine, CA 92617

By: _____
Aaron S. Brown
Vice Chancellor
Business and Financial Services

Date: _____

Date: _____

Exhibit I



5161 California Avenue, Suite 100, Irvine, California 92617

July 8, 2015

Mr. Bart Doering
RIVERSIDE COMMUNITY COLLEGE DISTRICT
Facilities Planning and Development
450 E. Alessandro Blvd.
Riverside, CA 92508

Re: Coil School for the Arts and Parking Structure (CSA)
Additional Services Request
LPA Project No. 12030.20

Dear Bart:

The following is a summary of items that have accumulated to date that are considered Additional Services for professional design services.

I. Professional Services Authorization 07

ELEVATOR MANUFACTURER UPDATE – Board Resolution No. 08-13/14 designated Otis Elevators as a District Standard manufacturer. The original DSA submittal plans and specifications were based on 3-4 elevator manufacturer sizes for open bidding purposes. The Board Resolution occurred subsequent to DSA submittal and the design team implemented the change to Otis prior to DSA back check to be included in the bid. Construction Documents, specifications, engineering and calculations were updated for both CSA and the Parking Structure and processed through DSA as CCDs 34, 35 and 75 to obtain approval.
Additional Services incurred are **\$20,210**.

II. Professional Services Authorization 08

FIRE SPRINKLER SYSTEM UPDATE – Final Building Information Modeling (BIM) coordination required the DSA approved Fire Sprinkler System plans and calculations to be revised to concur with the Trade Contractor's shop drawings to resolve Deviation Notices issued by the Inspector of Record (IOR). Construction Documents, specifications, engineering and hydrology calculations were updated and processed through DSA as a Construction Change Directive (CCD-132) to obtain approval.
Additional Services incurred are **\$8,535**.

III. Professional Services Authorization 09

CONSTRUCTION CHANGE DIRECTIVE 113 – At the Parking Structure, Structural engineer provided structural design of new elevator embed plates and concrete anchors per RFI 544 and beam embed plates per RFI 543 for CCD-113 due to plates not being installed in the field by the trade contractor. Services included construction document revisions, revisions to RFIs, engineering calculations, processing through DSA and coordination with Tilden-Coil.
Additional Services incurred are **\$6,807**.

IV. Professional Services Authorization 10

CONSTRUCTION CHANGE DIRECTIVE 136 – At the Parking Structure, Structural engineer provided structural design of new embed plates and concrete anchors per RFI 708 for CCD-136 to DSA due to embeds and rebar not installed in the field per approved detail 18/PS-S1.05 and 4/PS-S5.02 Services include construction document revisions, engineering calculations, processing through DSA and coordination with Tilden-Coil.
Additional Services incurred are **\$7,045**.

To summarize, total Additional Services compensation requested is the following:



Coil School for the Arts and Parking Structure (CSA)
LPA PROJECT NO.: 12030.20

July 8, 2015
Page 2

PSA 07	\$ 20,210.
PSA 08	\$ 8,535.
PSA 09	\$ 6,807.
PSA 10	\$ 7,045.
TOTAL	\$ 42,597.

Please let me know if additional information or back-up is needed, thank you for your consideration of this request.

Sincerely,

LPA, Inc.

A handwritten signature in blue ink, appearing to read 'SMT' with a stylized flourish.

Steven Flanagan
Principal

cc: File 03

Agenda Item (VIII-E-3)

Meeting	8/18/2015 - Regular
Agenda Item	Committee - Facilities (VIII-E-3)
Subject	Project Close-Outs and Reversion of Funds
College/District	District
Funding	Measure C
Recommended Action	It is recommended that the Board of Trustees recognize and accept project closeout and reversion of Measure C funds.

Background Narrative:

Due to various projects closing with remaining Measure C Funds, it is necessary to revert these funds back to the District and each of the Colleges allocated Measure C accounts.

The total project savings for the District and each college is \$4,232,612.

Individual Breakdown:

Riverside City College - \$1,756,463
Norco College - \$517,378
Moreno Valley College - \$1,463,089
District - \$495,682

For detailed breakdown by projects for District and colleges see Exhibit I, attached.

Prepared By: Chris Carlson, Chief of Staff & Facilities Development

Attachments:

[Detailed Summary_r3](#)

UNENCUMBERED FUNDS BY COLLEGE/DISTRICT - MEASURE C PROJECTS			
Project	Measure C Budget	Expenditures	Balance (Includes Equip. Funds)
RIVERSIDE CITY COLLEGE PROJECTS			
Food Services 'Grab-N-Go' Facility 0888/4888	\$ 1,600,000	\$ 81,373	\$ 1,518,627
Lovekin Parking/Tennis Courts 0887	\$ 4,475,000	\$ 4,351,723	\$ 123,277
Quad Basement Remodel 0850/4850	\$ 467,000	\$ 352,441	\$ 114,559
TOTAL RCC			\$ 1,756,463
NORCO COLLEGE PROJECTS			
Norco Center for Student Success 1836	\$ 15,635,918	\$ 15,633,873	\$ 2,045
Norco Network Operatons Center 0844/1844*	\$ 11,775,000	\$ 11,277,375	\$ 497,625
Norco Secondary Effects Project 0857/1857	\$ 16,044,292	\$ 16,026,584	\$ 17,708
TOTAL NORCO COLLEGE			\$ 517,378
MORENO VALLEY COLLEGE PROJECTS			
Food Services Remodel - Lion's Den 0813	\$ 3,552,000	\$ 3,547,271	\$ 4,729
Moreno Valley Parking & Surge Space 0830	\$ 5,269,307	\$ 5,058,973	\$ 210,334
MVC A/V Upgrade & Lighting 0885**	\$ 100,000	\$ 51,550	\$ 48,450
MVC Dental Education Center 0855	\$ 10,700,181	\$ 10,661,715	\$ 38,466
MVC Emergency Phone Replacement 0881	\$ 450,000	\$ 341,582	\$ 108,418
MVC Mechanical Upgrade Project 0886	\$ 875,000	\$ 660,245	\$ 214,755
MVC Physician's Asst. Lab Remodel 0883	\$ 120,000	\$ 49,192	\$ 70,808
MVC Science Lab Remodel Project 0859	\$ 3,500,000	\$ 3,302,803	\$ 197,197
MVC Student/Academic Services - Ph. III 0676**	\$ 5,324,809	\$ 4,754,877	\$ 569,932
TOTAL MVC			\$ 1,463,089
DISTRICT PROJECTS			
Alumni Carriage House Restoration 0867	\$ 150,000	\$ 122,269	\$ 27,731
Utility Infrastructure Upgrade 0858	\$ 6,200,000	\$ 5,732,049	\$ 467,951
TOTAL DISTRICT			\$ 495,682
GRAND TOTAL			\$ 4,232,612

*\$8,615.75 Encumbered for closeout with LEED/Sustainability

**Unencumbered amount does not include equipment funds - funds still being utilized.

7/28/2015

Agenda Item (VIII-E-4)

Meeting	8/18/2015 - Regular
Agenda Item	Committee - Facilities (VIII-E-4)
Subject	Resolution No. 02-15/16 To Advance a Culture of Sustainability and the Standard of Leadership in Energy and Environmental Design (LEED) Equivalent for Facilities
College/District	District
Funding	n/a
Recommended Action	It is recommended that the Board of Trustees Adopt Resolution No. 02-15/16 to Advance a Culture of Care by Declaring a Sustainability Initiative Throughout the District to Advance a Culture of Sustainability.

Background Narrative:

Background: At the Board Meeting on December 15, 2009, a District Strategic plan was presented and accepted. The plan included a new theme called Green Initiatives. As part of that theme, with the development of the campuses master plans and buildings, the District implemented new development and facilities to be designed and construction to LEED Certified standards.

Since this implementation of LEED design the RCC Nursing / Science has "Certified", MVC Student Academic Services (SAS) and the Norco Operations Center are both under review for LEED "Silver".

After experience and lessons learned with building to LEED requirements, it is now recommended that with the current construction market a Sustainability Initiative will provide the District with more flexibility and create a culture of sustainability. With the flexibility there will be a monetary savings in several areas such as in the Operation Budget and Capital Operational costs.

Currently RCCD buildings that have been designed to meet LEED Standards are Coil School for the Arts (CSA) District Culinary Arts Academy and District Office (CAADO) and the Dr. Kane Student Services and Administration Building.

At the Board Committee meeting, it was asked that a Sustainability Committee be formed to advance the Sustainability Initiative, to be of shared governance with annual reporting to the Board.

Prepared By: Chris Carlson, Chief of Staff & Facilities Development

Attachments:

[Res No 021516_r1](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**RESOLUTION OF THE BOARD OF TRUSTEES OF RIVERSIDE
COMMUNITY COLLEGE DISTRICT TO ADVANCE A CULTURE OF
SUSTAINABILITY AND THE STANDARD OF LEADERSHIP IN ENERGY AND
ENVIRONMENTAL DESIGN (LEED) EQUIVALENT FOR FACILITIES**

RESOLUTION NO. 02-15/16

WHEREAS, the State of California passed AB 32 also known as the California Global Warming Solutions Act of 2006; and

WHEREAS, the District has master plans for development of its colleges, campuses and learning centers and will plan, develop, and build new facilities, and renovate older facilities; and

WHEREAS, the District as an institution of higher education that is committed to educating and training persons who are sensitive, cognizant and able to relate effectively to their environment; and

WHEREAS, the District is a significant organization that has a goal to be an environmentally socially responsible organization; and

WHEREAS, the District desires to practice exemplarily standards of being good stewards of the environment; and

WHEREAS, Leadership in Energy and Environmental Design, developed in 1998 by the U.S. Green Building Council (USGBC), also known as LEED, set forth standards for design and development of buildings and facilities to be environmentally sensitive; with a suite of standards known as the Green Building Rating Design System for environmentally sustainable construction; and

WHEREAS, the District Board of Trustees adopted Resolution Number 13-09/10 that new facilities of the District shall be planned, designed and constructed to be LEED Certified, and that to the greatest extent practical, major renovations be designed to meet LEED standards.

WHEREAS, since the development of LEED, advances in building codes, standards and designs have advanced including Title 24, and other code changes; and

WHEREAS, a culture of sustainability was presented at the February 3, 2015 Board of Trustees Facilities Committee meeting providing a broader agenda for sustainability with benefits from advancing improved Operational Efficiency, better Maintenance Costs and the ability to extend beyond Title 24 requirements; and

WHEREAS, a Sustainability Guide Book was created that provides information on energy efficiency projects, and recommended steps on sustainability planning; and

WHEREAS, a Sustainability Initiative may include Energy, Gas, Waste and Water conservation to reduce the Carbon Footprint; and

WHEREAS, Governor Brown issued Executive Order B-29-15 and the changes to the 2013 California Green Building Standards (CAL Green) Code that requires reduction in outdoor potable water use for both new construction and modernization of projects; and

WHEREAS, the Chancellor has developed four major thematic areas of focus for the District, including the Creating a Culture of Care with the plan to have a sustainability agenda; and

WHEREAS, a Sustainability Initiative to be successful requires development and agreement with all District stakeholders (i.e. college staff, students and key stakeholders, etc.) to create a culture of sustainability, raise awareness about important environmental and operational costs, reduce Carbon Footprint District Wide and reduce operating and maintenance costs.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees:

1. Supports the District to practice exemplarily standards associated with being good stewards of the environment with the ability to create and advance a Sustainability Initiative, and modify as the District learns and keeps up with the new and more advanced products; and
2. Declare that new facilities of the District shall be planned, designed and constructed to meet the standard of LEED Equivalent, and that to the greatest extent practical, major renovations be designed to meet LEED Equivalent standards, as practical; thereby superseding the requirement of facilities to be LEED Certified (Resolution No. 13-09/10).

PASSED AND ADOPTED this 18th day of August, 2015, at the regular meeting of the Riverside Community College District Board of Trustees.

Virginia Blumenthal
President of the Board of Trustees
Riverside Community College District

Agenda Item (IX-A-1)

Meeting	8/18/2015 - Regular
Agenda Item	Administrative Reports (IX-A-1)
Subject	Appointment of RCCD Representative on AB86 ABout Students Regional Consortium
College/District	District
Funding	
Recommended Action	It is recommended that the Board of Trustees approve the appointment of the Associate Vice Chancellor, Educational Services, to represent the District on the AB86 ABout Students Regional Consortium for Adult Education

Background Narrative:

Riverside Community College District is a member of the AB86 "ABout Students" Regional Consortium for Adult Education. In AB104 as part of the Budget Act Trailer Bill, the law requires in section 84905 (c), "A member of the consortium shall be represented only by an official designated by the governing board of the member."

The role of the appointed representative is to participate in meetings, planning, and decision making activities, including approval of an adult education plan and approval of a distribution schedule as it relates to services provided by the members of the consortium. Apportionment funds will not be distributed to the consortium until all members have a board approved designee and are approved by the Chancellor of the California Community Colleges and the Superintendent of Public Instruction.

Therefore, we are recommending that the Associate Vice Chancellor, Educational Services, be approved by the Board of Trustees to represent the District in the consortium.

Prepared By: Michael Reiner, Vice Chancellor, Educational Services
Paul Parnell, President, Norco College

Attachments:

Agenda Item (XII-A)

Meeting 8/18/2015 - Regular

Agenda Item Business From Board Members (XII-A)

Subject Update from Members of the Board of Trustees on Business of the Board.

College/District District

Information Only

Background Narrative:

Members of the Board of Trustees will briefly share information about recent events/conferences they attended since the last meeting including any updates regarding the following assigned associations:

Association of Community College Trustees (ACCT)

Association of Governing Board of Universities and Colleges (AGB)

California Community College Trustees and Legislative Network (CCCT)

Community College League of California (CCLC)

Latino Trustees Association

Inland Valleys Trustees and CEO Association

African-American Organizations Liaison Riverside Branch - NAACP

Hispanic Chambers of Commerce: Corona, Moreno Valley, and Riverside

Chambers of Commerce: Corona, Moreno Valley, Norco and Riverside

Riverside County School Board Association

Riverside County Committee on School District Organization

Alvord Unified School District Ad-Hoc Committee

Prepared By: Chris Carlson, Chief of Staff & Facilities Development
Jeanie Fortin, Executive Administrative Assistant

Attachments:

Agenda Item (XIII-A)

Meeting	8/18/2015 - Regular
Agenda Item	Closed Session (XIII-A)
Subject	Pursuant to Government Code Section 54956.8, Conference with Real Property Negotiator; Properties Known as 6.17 acres generally located west of Davis Ave and North of Larry Parrish Ave, unincorporated area of Riverside County; Agency Negotiator: Chris Carlson, Chief of Staff
College/District	District
Funding	n/a
Recommended Action	Recommended Action to be Determined

Background Narrative:

None

Prepared By: Michael Burke, Ph.D., Chancellor
Chris Carlson, Chief of Staff & Facilities Development

Attachments:

Agenda Item (XIII-B)

Meeting	8/18/2015 - Regular
Agenda Item	Closed Session (XIII-B)
Subject	Pursuant to Government Code Section 54957, Public Employee Discipline/Dismissal/Release
College/District	District
Funding	n/a
Recommended Action	Recommended Action to be Determined

Background Narrative:

None.

Prepared By: Michael Burke, Ph.D., Chancellor

Attachments:

Agenda Item (XIII-C)

Meeting	8/18/2015 - Regular
Agenda Item	Closed Session (XIII-C)
Subject	Conference with Labor Negotiators Pursuant to Government Code Section 54957.6, District Representatives: Bradley Neufeld of Gresham Savage, Employee Organization: California School Employees Association
College/District	District
Funding	n/a
Recommended Action	Recommended Action to be Determined.

Background Narrative:

None

Prepared By: Michael Burke, Ph.D., Chancellor

Attachments: