PALO VERDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
AGENDA ITEM REQUEST

Meeting Date: 4/14/15

☐	Consent
☒	Action
☐	Information

AREA: Business
RESOLUTION TITLE: CTE Enhancement Fund

BACKGROUND:

Palo Verde CCD applied as a sub-grantee for the Career Technical Education (CTE) Enhancement Fund. Riverside Community College District (RCCD) will act as the fiscal agent for this grant. This grant is to enhance the computer information program at PVC.

FISCAL IMPLICATIONS:

The value of this grant is $87,291.

RECOMMENDATION:

It is recommended that the board approve this grant.

Administrator Initiating Item: **Russi Egan**	**College Council/Full Admin Review Date:**

INLAND EMPIRE/DESERT REGION
MASTER AGREEMENT – CTE ENHANCEMENT FUND
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
PALO VERDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into January 05, 2015 between Riverside Community College District, hereinafter referred to as RCCD, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, and Palo Verde Community College District hereinafter referred to as PALO VERDE COLLEGE whose address is One College Drive, Blythe, California, 92225 is effective to cover activities beginning January 05, 2014 and ending March 31, 2016. This Agreement is based on the CTE Enhancement Fund Agreement, Contract # 14-187-004, between RCCD and the California Community Colleges Chancellor's Office.

RECITALS

WHEREAS Senate Bill 852, Budget Act of 2014 established the CTE Enhancement fund to provided funds on a one-time basis for community colleges to develop, enhance, retool and expand quality career technical education (CTE) offerings that build upon existing community college regional capacity to respond to regional labor market needs.

WHEREAS, the RCCD has been designated as the Fiscal Agent for the CTE Enhancement Fund for the Inland Empire/Desert region and is responsible for distributing funds to each community college district within the region, following certification by the Regional Consortia that the courses and programs submitted to the districts and colleges for funding meet the criteria above.

WHEREAS The Fiscal Agent Award Notice, and its Appendices, are attached to this Agreement as a reference.

WHEREAS, RCCD is authorized by Section 53060 (see Appendix 14) of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, RCCD is in need of such special services and advice; and

NOW, THEREFORE, in consideration of these mutual promises, the Parties agree as follows:

1. RCCD will allocate to PALO VERDE COLLEGE, using the CTE Enhancement Fund awarded by the California Community Colleges Chancellor's Office, a total of $87,291. RCCD will advance a payment $34,916 upon execution of this agreement, receipt of a signed face sheet from the CCCCO and project certification by the Regional Consortia. Funding up to $43,645 may be requested at the time progress reports are submitted. A final payment will be calcualted based on the online Final Performance and Expenditure Report due March 31, 2016. If total expenditure of funds by that date is less than the advance payments, RCCD may invoice PALO VERDE COLLEGE for the excess amount.

2. PALO VERDE COLLEGE agrees that funds will be used for CTE equipment, curriculum development, professional development, and other related costs necessary to develop, enhance, retool and expand quality CTE offerings as described in the Application documents submitted by PALO VERDE COLLEGE and attached hereto as Exhibit A. As needed, the Application can be amended and modified to adjust the use of funds, with written agreement between the Parties. PALO VERDE COLLEGE may not begin specified work without a fully-executed Agreement and purchse order issued by RCCD.

3. Total payment to PALO VERDE COLLEGE will not exceed $87,291 over the term of this Agreement. Payment is contingent upon satisfactory performance as evidenced by quarterly narrative and financial reports including appropriate support documents. Although not required, PALO VERDE COLLEGE agrees to document any secured industry match generated by this grant.

4. PROGRESS REPORT

PALO VERDE COLLEGE will submit quarterly program progress reports beginning March 1, 2015 for all activities and expenditures and a final invoice and final online report by March 31, 2016. Reporting will follow a format provided by the California Community Colleges Chancellor's Office, and reports will be accompanied by all auditable financial documentation to support the claimed expenditure. PALO VERDE COLLEGE will include in the final narrative report all match actually generated. The final narrative report should indicate the amount of investment in the project by partners, program income for services provided and matching resources contributed to funding the project by PALO VERDE COLLEGE, other stakeholders or donors, especially industry partners.

5. BUDGET CONCERNS

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 have no force and effect. In this event, RCCD shall have no liability to pay any funds whatsoever to PALO VERDE COLLEGE or to furnish any consideration under this Agreement and PALO VERDE COLLEGE shall not be obligated to perform any provision of this Agreement. Any work performed by PALO VERDE COLLEGE 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.

6. SUB-AGREEMENTS

PALO VERDE COLLEGE may not make any sub-agreements with third parties without written approval of RCCD and the State Chancellor's Office.

7. AUDIT

PALO VERDE COLLEGE agrees that the RCCD, or its designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. PALO VERDE COLLEGE agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period for records rentation is stipulated. PALO VERDE COLLEGE 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. PALO VERDE COLLEGE agrees to include a similar right to the

State Chancellor's Office, the Bureau of State Audits, or any other appropriate state or federal oversight agency or their designated representative(s) to audit records and interview staff.

8. PRODUCTS AND DELIVERABLES

Any document or written report prepared by PALO VERDE COLLEGE shall contain the Grant Agreement number and dollar amount of this Agreement.

9. TRAVEL

For travel necessary to the performance of this Agreement, PALO VERDE COLLEGE travel and other expense reimbursement claims shall be governed by the travel policy and procedures adopted by PALO VERDE COLLEGE's governing board. Travel and other expenses shall be limited to those necessary for the performance of this Agreement.

10. STANDARDS OF CONDUCT

PALO VERDE COLLEGE shall disclose any employment or contractual relationships it may have with other colleges being served under a statewide or regional grant. Such relationships are prohibited and shall be promptly terminated, unless after being fully informed of the circumstances, RCCD and the Project Monitor (State Chancellor's Office) determines that the services being provided to the other college by PALO VERDE COLLEGE are above and beyond or unrelated to those provided under the State grant.

11. INTELLECTUAL PROPERTY

a. PALO VERDE COLLEGE agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, and/or trademarks or servicemarks first created, developed or produced pursuant to this Agreement, by PALO VERDE COLLEGE shall be and are Work for Hire. All rights, title, and interest in and to the work first developed under this Agreement 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 and PALO VERDE COLLEGE shall assign all rights, title and interest thereto, to the Chancellor's Office. The Chancellor's Office shall acknowledge PALO VERDE COLLEGE as the author of works produced pursuant to the Work for Hire Agreement on all publications of such work. The Chancellor's Office may license PALO VERDE COLLEGE to reproduce and disseminate copies of such work provided the licensee agrees to to permit infringement of the copyright by any person, to compensate the 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. Said license shall include the right to create and use works derived from those created under this Agreement, even if such deritative works compete with other works created under this Agreement.

All materials first developed in draft and in final form pursuant to this Agreement shall, in a prominent place, bear the © or the word "Copyright", or the abbreviation "Copr.", followed by the year created; and the words "Chancellor's Office, California Community Colleges." Acknowledgement may be given to PALO VERDE COLLEGE or the actual author(s) of the work in an appropriate manner elsewhere

in the material. If it is deemed necessary by either the Chancellor's Office or RCCD that the copyright be registered with the U.S. Copyright Office, RCCD will be responsible for applying for, paying the filing fes for, and securing said copyright.

c. All technical communications and records originated or first prepared by PALO VERDE COLLEGE, 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 PALO VERDE COLLEGE'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.

d. If it is deemed necessary by either the Chancellor's Office or RCCD that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufacture, or composition of matter, RCCD 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 PALO VERDE COLLEGE or the actual inventor(s) in an appropriate manner. The Chancellor's Office agrees to grant a nonexclusive license for such intellectual property to PALO VERDE COLLEGE. 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.

e. 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 RCCD that a trademark or servicemark be registered with state or federal agencies, RCCD 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 PALO VERDE COLLEGE.

f. In connection with any license granted pursuant to the preceding paragraphs, PALO VERDE COLLEGE 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. PALO VERDE COLLEGE may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.

g. Any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, and trademarks or service markes created, developed or produced pursuant to this Agreement are for and are the property of the Chancellor's Office. RCCD shall obtain an acknowledgement of the work for hire performed by PALO VERDE COLLEGE if they produce intellectual property pursuant to this Agreement, and all rights, title, and interests in such property shall be assigned to the Chancellor's Office from PALO VERDE COLLEGE. No unpaid volunteer or other person shall produce copyright materials under this Agreement without entering into a subcontract or subgrant between such person(s) and PALO VERDE COLLEGE giving the Chancellor's Office the foregoing rights in eschange for the payment of the sum of at least one dollar ($1).

12. WORKERS' COMPENSATION

PALO VERDE COLLEGE hereby warrants that it carries Workers' Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, or is self-insured in accordance with the provisions of Labor Code section 3700, and agrees to furnish to the RCCD satisfactory evidence thereof at any time the Project Director may request.

13. LAW GOVERNING

It is understood and agreed that this Grant shall be governed by the laws of the State of California both as to interpretation and performance.

14. PARTICIPATION IN GRANT-FUNDED ACTIVITIES

a. During the performance of this Agreement, PALO VERDE COLLEGE shall ensure that no person is excluded from, denied the benefits of, or otherwise subjected to discrimination with respect to participation in any program or activity funded under this Agreement on the basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability.

b. Programs funded by this Agreement should not be designed, administered, or advertised in a manner that discourages participation on any of the bases set forth above. Any informational, advertising, or promotional materials regarding such programs may not include any statements to the effect that a program is for, or designed for, students of a particular race, color, national origin, ethnicity or gender. In the event that mentoring or counseling services are provided with funding provided by this Agreement, students may not be paired with mentors or counselors based solely upon the race, color, national origin, ethnicity or gender of the students, mentors, or counselors.

15. DISCRIMINATION CLAUSE

a. During the performance of this Grant, PALO VERDE COLLEGE shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), age (over 40), marital status, denial of family care leave, sexual orientation, political affiliation, or position in a labor dispute. PALO VERDE COLLEGE shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

b. PALO VERDE COLLEGE 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. PALO VERDE COLLEGE shall also comply with the provisions of Government Code sections 11135-11139.8, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code Regs., tit. 5, §§ 59300 et seq.)

d. PALO VERDE COLLEGE shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

16. ACCESSIBILITY FOR PERSONS WITH DISABILITIES

a. By signing this Agreement, PALO VERDE COLLEGE assures RCCD that it complies 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.

b. PALO VERDE COLLEGE shall, upon request by any person, make any materials produced with funds under this agreement available in Braille, large print, electronic text, or other appropriate alternate format. PALO VERDE COLLEGE shall establish policies and procedures to respond to such requests in a timely manner.

c. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by PALO VERDE COLLEGE, 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.

d. Design of computer or web-based 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.

e. PALO VERDE COLLEGE shall respond to and resolve any complaints regarding accessibility of its products and services as required by this section. If such complaints are not informally resolved, they shall be treated and processed as complaints of discrimination based on disability pursuant to California Code of Regulations, title 5, sections 59300 et seq.

f. PALO VERDE COLLEGE 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.

17. INDEMNIFICATION

The parties mutually agree to indemnify, defend and save harmless each other, their trustees, officers, agents and employees from any and all claims or 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 connction with performance of this Agreement for the active negligence and willful acts or omissions of their trustees, officers, agents and employees.

18. INDEPENDENT STATUS

PALO VERDE COLLEGE, and the agents and employees of PALO VERDE COLLEGE, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of RCCD.

19. AGREEMENT IS COMPLETE

No amendment, alteration 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.

17. TERMINATION

Either party may terminate this Agreement, without cause, with thirty (30) days written notice to the other party.

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Signature Authorization Page

Riverside Community College District	Palo Verde Community College District
_____	_____
Aaron Brown Vice Chancellor Business and Financial Services	Donald Wallace Superintendent/President
_____	_____
Date	Date