

# Agenda

**Desert Community College District Board of Trustees**  
43-500 Monterey Ave., Palm Desert, CA 92260

**SPECIAL MEETING OF THE BOARD OF TRUSTEES**

**DATE:** THURSDAY, DECEMBER 20, 2012

**TIME:** 2:30 P.M.

**LOCATION:** CRAVENS MULTI-PURPOSE ROOM

*Persons with disabilities may make a written request for a disability-related modification or accommodation, including for auxiliary aids or services, in order to participate in the Board meeting. Requests should be directed to the Office of the President as soon in advance of the Board meeting as possible.*

*For the convenience of the public, regular meetings of the Board of Trustees are transmitted live via "video stream" from the District's website, [www.collegeofthedesert.edu](http://www.collegeofthedesert.edu). This is a non-interactive format allowing viewers to hear the discussion and view the Board of Trustees during the meeting. Archived video of some prior meetings is also available. The minutes of the meetings of the Board of Trustees are the official record of the actions of the Board.*

**I. CALL TO ORDER – PLEDGE OF ALLEGIANCE - ROLL CALL**

**II. AGENDA:**

**A. BOARD MEETING AGENDA:** Pursuant to Government Code Section 54954.2(b)(2), the Board may take action on items of business not appearing on the posted agenda, upon a determination by a 2/3 vote of the Board, or (if less than 2/3 of the members are present, a unanimous vote of those present), that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted as specified.

**B. CONFIRMATION OF AGENDA:** Approve the agenda of the Special Meeting of December 20, 2012, with any additions, corrections, or deletions.

**III. PUBLIC COMMENTS (Agenda Items):** PERSONS WHO WISH TO SPEAK TO THE BOARD ON ANY ITEM SHOULD COMPLETE THE "REQUEST TO ADDRESS THE BOARD" FORM AND PRESENT IT TO THE SECRETARY. PERSONS WHO WISH TO SPEAK TO THE BOARD ON ANY AGENDA ITEM MAY DO SO AT THIS TIME. THERE IS A TIME LIMIT OF 3 MINUTES PER PERSON AND 15 MINUTES PER TOPIC, UNLESS FURTHER TIME IS GRANTED BY THE BOARD.

**IV. ACTION AGENDA**

**A. HUMAN RESOURCES**

1. Temporary Assignment Extension - Leadership
2. Non-Renewal of Contract- Leadership

**B. FISCAL SERVICES**

1. Agreement for Independent Contractor Services with KIX Media, LLC

**V. ADJOURN**

**DESERT COMMUNITY COLLEGE DISTRICT**

**BOARD OF TRUSTEES**

**Meeting Date: 12/20/2012**

**AREA:** Human Resources

**ITEM #: 1**

- |   |
|---|
| <input type="checkbox"/> <b>CONSENT</b>           |
| <input checked="" type="checkbox"/> <b>ACTION</b> |
| <input type="checkbox"/> <b>INFORMATION</b>       |

**TITLE: TEMPORARY ASSIGNMENT EXTENSION- LEADERSHIP**

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**BACKGROUND:**

To continue the temporary assignment as Interim Vice President, Student Affairs, Range XIII, Step 9, for six months effective 1/1/2013.

**FISCAL IMPLICATIONS:**

Extension will be fully funded by unrestricted funds (General Funds).

**RECOMMENDATION:**

Board of Trustees approves the placement as presented.

<p><b>Administrator Initiating Item:</b> <b>Stan Dupree</b></p>
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**DESERT COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES**

**Meeting Date: 12/20/2012**

**AREA:** Human Resources

**ITEM #: 2**

- |   |
|---|
| <input type="checkbox"/> <b>CONSENT</b>           |
| <input checked="" type="checkbox"/> <b>ACTION</b> |
| <input type="checkbox"/> <b>INFORMATION</b>       |

**TITLE: NON-RENEWAL OF CONTRACT - LEADERSHIP**

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**BACKGROUND:**

To approve the non-renewal of contract for the following Leadership employee, listed by employee number:

0470136

(See next document)

**FISCAL IMPLICATIONS:**

None.

**RECOMMENDATION:**

Board of Trustees approves the non-renewal of contract as presented.

<p><b>Administrator Initiating Item: Stan Dupree</b></p>
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# COLLEGE of the DESERT

December 18, 2012

Mr. Stan Dupree  
Interim Executive Director of Human Resources

Dear Stan:

I wish to inform you that I will retire from my position as Director, Student Health and Disability Services at College of the Desert effective November 30, 2013.

It has been a pleasure to have worked to support the students at the College and to be part of a team of professionals dedicated to serving those students.

Cordially,

A handwritten signature in black ink, appearing to read "Nathan Church", with a long horizontal flourish extending to the right.

Nathan Church, Ph.D.

Cc: Adrian Gonzales, Interim Vice President, Student Affairs

**DESERT COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES**

**Meeting Date: 12/20/2012**

**AREA:** Fiscal Services

**ITEM #: 1**

- |   |
|---|
| <input type="checkbox"/> <b>CONSENT</b>           |
| <input checked="" type="checkbox"/> <b>ACTION</b> |
| <input type="checkbox"/> <b>INFORMATION</b>       |

**TITLE: AGREEMENT FOR INDEPENDENT CONTRACTOR  
SERVICES WITH KIX MEDIA, LLC**

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**BACKGROUND:**

This Agreement with KIX Media, LLC is to provide College of the Desert (COD) a production of eight 30-minute television shows to be aired weekly on KESQ-TV, including but not limited to writing, filming, editing and hosting/interviewing; and distribution of shows to additional platforms to include social media, local city cable access stations, CODPD You Tube Channel, COD Foundation Twitter Feeds, and COD, Foundation, and Alumni Association home page. Each show will highlight the decision-makers, interesting stories, donors, students, faculty and staff, and alumni of the college. Each show will reflect and protect the college's brand, image and message. Services shall begin on January 1, 2013 and shall end May 31, 2013.

**FISCAL IMPLICATIONS:**

The total contract amount is not to exceed \$50,875.00 and will be funded by an unrestricted source (Institutional Advancement).

**RECOMMENDATION:**

Board of Trustees approves the Agreement for Independent Contractor Services with KIX Media, LLC.

<p><b>Administrator Initiating Item: Joel Kinnamon</b></p>
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43-500 Monterey Avenue  
Palm Desert, CA 92260

## **AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES**

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This agreement made and entered into this 1<sup>st</sup> day of January, 2013, by and between the **COLLEGE OF THE DESERT**, Riverside County, California, hereinafter referred to as the 'College', and, **KIX Media, LLC** herein after referred to as the "Contractor".

CONTRACTOR agrees to provide the DISTRICT the services enumerated in Section 7 of this Agreement under the following terms and conditions:

1. *Services shall begin on the first day of January, 2013, and shall end May 31, 2013.*
2. CONTRACTOR understands and agrees that she and/or all of her employees are Independent Contractors and are not entitled to benefits of any kind or nature normally provided employees of the COLLEGE and/or to which COLLEGE employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions including Unemployment Insurance, Social Security and Income Taxes with respect to CONTRACTOR'S employees.
3. CONTRACTOR shall furnish, at her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement.
4. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor with the authority to control and direct the performance of the details of the work, COLLEGE being interested only in the results obtained.
5. CONTRACTOR agrees to defend, indemnify and hold harmless the COLLEGE, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONTRACTOR'S negligence in the performance of this Agreement, including, but not limited to any claim due to injury and/or damage sustained by CONTRACTOR, and/or the CONTRACTOR'S employees or agents. COLLEGE agrees to defend, indemnify and hold harmless the CONTRACTOR, its employees and agents from any and all liability or loss arising in any way out of the negligence of the COLLEGE, its employees or agents, including, but not limited to any claim due to injury and/or damage sustained by COLLEGE, and/or COLLEGE'S employees or agents.
6. CONTRACTOR shall provide COLLEGE with a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the State of California.

7. CONTRACTOR recognizes that certain nonpublic, confidential, proprietary information (the "Confidential Information") may be furnished to CONTRACTOR.

CONTRACTOR agrees not to disclose any Confidential Information, except for performance of services hereunder, use such Confidential Information, except with the consent of COLLEGE or pursuant to a subpoena or order issued by a court of competent jurisdiction or by a judicial or administrative or legislative body or committee, or to legal counsel to CONTRACTOR, who shall in turn not disclose any Confidential Information.

8. **Services to be rendered to the COLLEGE by the CONTRACTOR are as follows:**

- Production of eight 30-minute television shows to be aired weekly on KESQ-TV, including but not limited to:
  - Writing
  - Shooting
  - Editing
  - Hosting/Interviewing
  
- Distribution of show to additional platforms to include:
  - Social media (such as Google+, Pinterest, LinkedIn)
  - Local City Cable Access Stations
  - CODPD You Tube Channel
  - COD Foundation Twitter Feeds
  - COD, Foundation, and Alumni Association home page

Each show will highlight the decision-makers, interesting stories, donors, students, faculty and staff, and alumni of the college. Each show will reflect and protect the college's brand, image and message.

COLLEGE will have final approval of all stories. COLLEGE will coordinate access to all participants and interviewees.

COLLEGE will own all work product and final productions and may use at its sole discretion.

9. Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.
10. The work completed herein must meet the approval of the COLLEGE and shall be subject to the COLLEGE'S general right of inspection and supervision to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

11. Payments will be made by the COLLEGE to the CONTRACTOR based on an approved monthly invoice. The first month's fee (\$10,175) is payable upon approval of the contract.

Payment will be as follows:

Production	\$5,900/month; not to exceed \$29,500
Media	\$4,275/month; not to exceed \$21,375
Total	\$10,175/month; not to exceed \$50,875

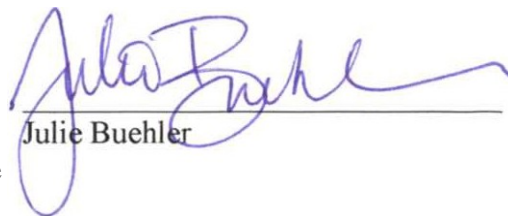
12. This agreement may be terminated by either party notifying the other, in writing, no less than thirty (30) days prior to the date of termination.

**DESERT COMMUNITY COLLEGE DISTRICT      KIX MEDIA, LLC**

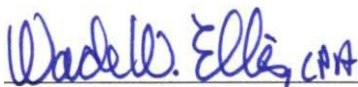
Recommended by:



\_\_\_\_\_  
Pamela Hunter.  
Executive Director, Institutional Advancement/ Title  
V Coop Grant



\_\_\_\_\_  
Julie Buehler



\_\_\_\_\_  
Wade W, Ellis, CPA  
Director, Fiscal Services

Date of Board Approval/Ratification: \_\_\_\_\_

Account Code: 11-105-0000-0-6800-0000-5620      **100 %**