

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
TEACHING AND LEARNING COMMITTEE  
August 11, 2009 –6:00 p.m.  
Student Services 101, Moreno Valley

Committee Members: José Medina, Committee Chairperson  
Janet Green, Vice Chairperson  
Ray Maghroori, Vice Chancellor, Academic Affairs  
Linda Lacy, Vice Chancellor, Student Services/Operations  
Doug Beckstrom, Academic Senate Representative (Moreno Valley)  
Sharon Crasnow, Academic Senate Representative (Norco)  
Richard Davin, Academic Senate Representative (Riverside)  
Angel Lopez, ASRCCD Student Representative  
Chris Rocco, CTA Representative (Moreno Valley)  
Dorothy Reina, CTA Representative (Norco)  
Debbie Cazares, CTA Representative (Riverside)  
Gustavo Segura, CSEA Representative (Moreno Valley)  
Jonell Guzman, CSEA Representative (Moreno Valley)

AGENDA

VI. Board Committee Reports

A. Teaching and Learning

1. Culinary Academy Grant  
- The Committee to review an agreement with Community Action Partnership County of Riverside to provide services and equipment at the Culinary Academy.
2. Performance Riverside 2009-2010 Season Contract  
- The Committee to review an agreement with OD Music to provide paymaster services for the professional talent for Performance Riverside productions.
3. Academic Programs Abroad Fall 2009  
- The Committee to review an agreement with Centers for Academic Programs Abroad International Education to provide educational services for the student abroad program in Florence, Italy.
4. Accountability Reporting for Community Colleges  
- The Committee to review a report issued by the California Community College's Chancellor's Office.
5. Comments from the public.

Adjourn

Prepared by: Naomi Foley  
Administrative Assistant, Academic Affairs

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING COMMITTEE

Report No.: VI-A-1

Date: August 18, 2009

Subject: Culinary Academy Grant

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District (RCCD) and Community Action Partnership County (CAP) of Riverside. This agreement will provide funding for a Culinary Chef instructor to assist students in the instructional aspects of the program and an Office Assistant/Job Developer to provide clerical support to the academy and students, and to assist in working with local and regional restaurants for the placement of culinary graduates into permanent jobs. CAP Riverside will also purchase a Combi Oven – a high-tech piece of instructional equipment, which will increase student productivity, knowledge, employment opportunities and 10 computers to be used by students for institutional purposes to conduct research via the web when completing class projects. Total cost not to exceed \$243,461.00. The term of the agreement is from July 1, 2009 through September 30, 2010. Funding source: Community Action Partnership of Riverside County.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement with Community Action Partnership of Riverside County, to provide services and equipment at the Culinary Academy, for an amount not to exceed \$243,461.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Gregory W. Gray  
Chancellor

Prepared by: Ron Vito  
Vice President, Career and Technical Programs

**Community Action Partnership of Riverside County**  
 2038 Iowa Avenue, Suite B-102  
 Riverside, CA 92507

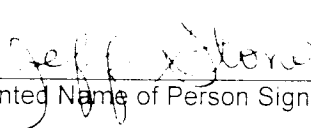

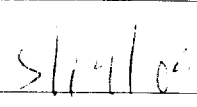
PROFESSIONAL SERVICES AGREEMENT: CAP-09-033  
 CONTRACTOR: Riverside Community College District  
 CONTRACT TERM: July 1, 2009 through September 30, 2010  
 MAXIMUM REIMBURSABLE AMOUNT: \$243,461

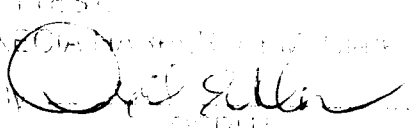
**WHEREAS**, the Community Action Partnership of Riverside County, hereinafter referred to as CAP Riverside, desires to train culinary students for employment;

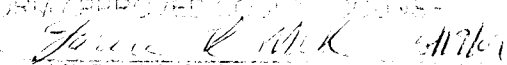
**WHEREAS**, Riverside Community College District is qualified to provide training and instruction through their Culinary Academy;

**WHEREAS**, CAP Riverside desires Riverside Community College District hereinafter referred to as the CONTRACTOR, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of CAP Riverside and the CONTRACTOR;

**NOW THEREFORE**, CAP Riverside and the CONTRACTOR do hereby covenant and agree that the CONTRACTOR shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein, of this Agreement.

Authorized Signature for Purchasing: 	Authorized Signature for CONTRACTOR: 
Printed Name of Person Signing: Jeff Stone	Printed Name of Person Signing: Ron Vito
Title: Chairman, Board of Supervisors	Title: Vice President, Career & Technical Programs
Address: 4080 Lemon Street Riverside, CA 92501	Address: 4800 Magnolia Avenue Riverside, CA 92506
Date Signed: JUN 02 2009	Date Signed: 

  
 Jeff Stone  
 Chairman, Board of Supervisors

FORN / REPUBLIC OF THE UNITED STATES  
  
 Ron Vito  
 Vice President

**Riverside Community College District**  
**PROFESSIONAL SERVICES AGREEMENT**  
**TERMS AND CONDITIONS**

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**LIST OF EXHIBITS AND ATTACHMENTS**

- Attachment A – Scope of Work
- Exhibit A – Contractor Payment Request Form 2076A
- Exhibit B – Form 2076B
- Exhibit C – Instructions for Form 2076A and 2076B
- Exhibit D – Monthly Program Performance Report
- Exhibit E – CSBG Programmatic Data – Client Characteristic Report (CSD 295-CCR)
- Exhibit F – Drug-Free Workplace Certification
- Exhibit G – Certification Regarding Lobbying
- Exhibit H – Certification Regarding Debarment, Suspension and Related Matters

**CONTRACT TERMS AND CONDITIONS**

**I. CAP RIVERSIDE RESPONSIBILITIES**

- A. CAP Riverside will assign staff to act as liaison between the CONTRACTOR and CAP Riverside.
- B. CAP Riverside will monitor the performance of the CONTRACTOR in meeting the terms, conditions, and services in this Agreement. CAP Riverside, at its sole discretion, may monitor the performance of the CONTRACTOR through any combination of the following methods: periodic on-site visits, annual inspections, evaluations, and CONTRACTOR self-monitoring.

**II. CONTRACTOR RESPONSIBILITIES**

- A. Assign staff to act as liaison to CAP RIVERSIDE.
- B. Provide services as described in the Scope of Work attached hereto and incorporated herein as "Attachment A".

**III. FISCAL PROVISIONS**

**A. MAXIMUM AMOUNT**

Total payment under this Contract shall not exceed \$243,461.

**B. LINE ITEM BUDGET**

Personnel: Salaries/Wages/Benefits	\$208,927
Direct Program Costs	\$34,534
Indirect Costs (maximum 5% of award)	\$0
<b>Total Grant:</b>	<b>\$243,461</b>

**C. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS**

1. CAP Riverside will reimburse the CONTRACTOR for services provided in accordance with the terms and conditions contained herein, in this Agreement.
  1. The Contractor shall submit the Contractor Payment Request Form 2076A (Exhibit A) and the Form 2076B (Exhibit B) on a calendar month basis, following the instructions in Instructions for Form 2076A and 2076B (Exhibit C). **The Form 2076B is due on a monthly basis regardless of activity.** Supporting documentation such as pay stubs must accompany the 2076A. Exhibits A, B, C are attached hereto and incorporated herein by these references.
  2. Each claiming period shall consist of a calendar month claiming period. Contractor invoices are due no later than the 5th day of the month after which services were rendered. Any invoice not received within the time period indicated above may be rejected by CAP Riverside in its entirety if it is not feasible for CAP Riverside to make payment.
  3. All invoices submitted in a timely manner shall be processed by CAP Riverside within ten (10) working days of receipt by CAP Riverside and forwarded to the Auditor-Controller's Office for payment.

3. All invoices submitted in a timely manner shall be processed by CAP Riverside within ten (10) working days of receipt by CAP Riverside and forwarded to the Auditor-Controller's Office for payment.
4. If the CONTRACTOR ceases operation for any period, then no payment will apply for that period.

#### D. ADVANCE PAYMENT

Upon written request by the CONTRACTOR, CAP Riverside may issue an advance payment to the CONTRACTOR in the amount not to exceed 25% of the available amount of this Agreement. Advance payment will be recaptured by deduction from each of the first four (4) monthly billings at the rate of 25% of the total advance amount. If a claim during this period does not support the full repayment amount, its remaining balance will roll forward and be added to the next month's repayment dollar amount.

#### E. RECORDS, INSPECTIONS, AND AUDITS

The CONTRACTOR shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The CONTRACTOR shall maintain these records for three (3) years after final payment has been made or until all pending county, state, and federal audits, if any, are completed, whichever is later.

1. Any authorized representative of the County of Riverside, the State of California, and the federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed, under this Agreement and the premises in which it is being performed.
2. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending county, state, and federal audits are completed, whichever is later.
3. Should the CONTRACTOR disagree with any audit conducted by CAP Riverside, the CONTRACTOR shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with CAP Riverside a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The CONTRACTOR shall not be reimbursed by CAP Riverside for such an audit.
4. In the event the CONTRACTOR does not make available its books and financial records at the location where they are normally maintained, the CONTRACTOR agrees to pay all necessary and reasonable expenses, including legal fees, incurred by CAP Riverside in conducting such an audit.

#### F. SUPPLANTATION

The CONTRACTOR shall not supplant any federal, state, or county funds intended for the purpose of this Agreement with any funds made available under any other Agreement. The CONTRACTOR shall not claim reimbursement from CAP Riverside for, or apply any sums received from CAP Riverside, with respect to the portion of its obligations, which have been paid by another source of revenue. The CONTRACTOR agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of CAP Riverside.

#### G. DISALLOWANCE

In the event the CONTRACTOR receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by CAP Riverside, the CONTRACTOR shall promptly refund the disallowed amount to CAP Riverside on request, or at its option, CAP Riverside may offset the amount disallowed from any payment due to the CONTRACTOR under any contract with CAP Riverside.

#### H. FINANCIAL RESOURCES

The CONTRACTOR warrants that during the term of this Agreement, the CONTRACTOR shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the CONTRACTOR warrants that there has been no adverse material change in the CONTRACTOR, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the CONTRACTOR since the date of the most recent financial statements.

#### I. AVAILABILITY OF FUNDING

CAP Riverside's obligation for payment of any Agreement is contingent upon the availability of funds from which payment can be made.

### IV. GENERAL PROVISIONS

#### A. EFFECTIVE PERIOD

This Agreement is effective July 1, 2009 through September 30, 2010.

#### B. CONFLICT OF INTEREST

The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which are, or which the CONTRACTOR believes to be, incompatible in any manner or degree with the performance of services required to be performed under this Agreement. The CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed or retained by it under this Agreement.

The CONTRACTOR agrees to inform CAP Riverside of all of the CONTRACTOR'S interests, if any, which are or which the CONTRACTOR believes to be incompatible with any interest with CAP Riverside.

#### C. NOTICES

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

CAP Riverside:  
County of Riverside  
Community Action Partnership  
of Riverside County  
2038 Iowa Avenue, Suite B-102  
Riverside, CA 92507-2412  
(951) 955-4900

CONTRACTOR:  
Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506  
Attention: Ron Vito  
(951) 222-8490



All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion will not be acceptable.

#### D. CONFIDENTIALITY

The CONTRACTOR shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

#### E. CHILD ABUSE REPORTING

The CONTRACTOR shall establish a procedure acceptable to CAP Riverside to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code, Section 11166.

#### F. PRO CHILDREN ACT OF 1994

CONTRACTOR must comply with Public Law 103-227, Part C – Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State and local governments. Federal programs include grants, cooperative Agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

#### G. TRAFFICKING IN PERSON

CONTRACTOR must comply with the Trafficking Victims Protection Act of 2000 (Sec. 106(g), as amended (22 U.S.C. 7104).

1. As a recipient of this award, CONTRACTOR assures that its employees, subrecipients and subrecipients' employees shall not:
  - a. Engage in severe forms of trafficking in persons during the period of time that this award is in effect;
  - b. Procure a commercial sex act during the period of time the award is in effect; or
  - c. Use forced labor in performance of the award or subawards under this award.
2. CONTRACTOR must inform CAP Riverside immediately of any information received from any source alleging a violation of a prohibition of the Act.
3. CONTRACTOR must include the requirements of Paragraph 1. a., b., c, in any subawards made.
4. CAP Riverside may unilaterally terminate this award if CONTRACTOR is found to have violated a provision of this Act.

#### H. PERSONNEL DISCLOSURE

No employee will work under this contract who has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12.

The CONTRACTOR agrees to maintain and make available to CAP Riverside a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include:

- All staff who work full or part-time positions by title, including volunteer positions; and
- A brief description of the functions of each position and hours each position worked; and
- The professional degree, if applicable and experience required for each position.

#### I. EMPLOYMENT PRACTICES

1. The CONTRACTOR shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the California Fair Employment and Housing Act (Gov. Code Section 12900 et. Seq.), and the Federal Civil Rights Act of 1964 (P.L. 88-352).
2. In the provision of benefits, the CONTRACTOR shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.

For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

#### J. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective Directors, Officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Agreement; CONTRACTOR shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to County as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless County shall be subject to County having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to

County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the County herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the County to the fullest extent allowed by law.

#### K. INSURANCE

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the County harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement.

1. Workers' Compensation:

If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. **Policy shall be endorsed to waive subrogation in favor of the County of Riverside; and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.**

2. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage, and employment practices liability covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. **Policy shall name the County of Riverside, its Agencies, Districts, and Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents or representatives as Additional Insured.** Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

3. Vehicle Liability:

If CONTRACTOR'S vehicles or mobile equipment are used in the performance of the obligations under this Agreement, CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. **Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents, or representatives as Additional Insured.**

4. General Insurance Provisions – All lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A:VIII(A:8) unless

such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

- b. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the County, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
- c. **The CONTRACTOR shall cause their insurance carrier(s) to furnish the County of Riverside with 1) a properly executed original Certificate(s) of Insurance and original copies of Endorsements effecting coverage as required herein**; or, 2) if requested to do so orally or in writing by the County Risk Manager, provide original copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect.
- d. It is understood and agreed by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- e. The County of Riverside's Reserved Rights for Insurance: If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work; or, there is a material change in the equipment to be used in the performance of the scope of work, the County of Riverside reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- f. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- g. The insurance requirements contained in this Agreement may be met with program(s) of self-insurance acceptable to the County's Risk Manager.

#### L. LICENSES AND PERMITS

In accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

appropriate governmental agencies, and shall maintain these throughout the term of this Agreement.

**M. INDEPENDENT CONTRACTOR**

It is understood and agreed that the CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR and/or CONTRACTOR'S employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of CONTRACTOR from the compensation payable to CONTRACTOR under the provision of this Agreement.

As an independent contractor, CONTRACTOR hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the CONTRACTOR agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

**N. ASSIGNMENT**

The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of CAP Riverside. Any attempt to assign or delegate any interest herein without said consent shall be deemed void and of no force or effect.

**O. REPORTING**

The following reports shall be submitted to CAP Riverside no later than the due dates indicated, including periods where there is no activity. Exhibit D and E are attached hereto and incorporated herein by this reference.

<b>EXHIBIT #</b>	<b>TITLE OF REPORT</b>	<b>DUE DATE</b>
D	Monthly Program Performance Report	5 <sup>th</sup> day of each month
E	CSBG Programmatic Data Client Characteristic Report (CSD 295-CCR)	Quarterly: Jul – Sep due Oct 5, 2009 Oct – Dec due Jan 5, 2010 Jan – Mar due Apr 5, 2010 Apr – Jun due Jul 5, 2010 Jul – Sep due Oct 5, 2010

**P. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES**

The CONTRACTOR shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon CAP Riverside, which are equally applicable and made binding upon the CONTRACTOR as though made with the CONTRACTOR directly.

**Q. DRUG FREE WORKPLACE CERTIFICATION**

CONTRACTOR shall review, sign, and return the Drug Free Workplace Certification Form, Exhibit F, which is attached hereto and incorporated herein by this reference.

CONTRACTOR shall review, sign, and return the Drug Free Workplace Certification Form, Exhibit F, which is attached hereto and incorporated herein by this reference.

#### R. CERTIFICATION REGARDING LOBBYING

CONTRACTOR shall review, sign, and return the Certification Regarding Lobbying, Exhibit G, which is attached hereto and incorporated herein by this reference

#### S. FEDERAL CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND RELATED MATTERS

CONTRACTOR shall review, sign, and return the Certification Regarding Debarment, Suspension and Related Matters Form, Exhibit H, which is attached hereto and incorporated herein by this reference

#### T. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by Agreement, shall be disposed by County of Riverside's Purchasing Compliance Officer which shall furnish the decision in writing. The decision of County of Riverside's Purchasing Compliance Officer shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of the Agreement pending County of Riverside's Purchasing Compliance Officer decision.

#### U. SANCTIONS

Failure by the CONTRACTOR to comply with any of the provisions covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, Purchasing may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. Purchasing may also:

1. Afford the CONTRACTOR a time period within which to cure the breach, the period of which shall be established at the sole discretion of Purchasing and CAP Riverside; and/or
2. Discontinue reimbursement to the CONTRACTOR for, and during the period in which the CONTRACTOR is in breach, the reimbursement of which the CONTRACTOR shall not be entitled to recover later; and/or
3. Withhold funds pending a cure of the breach; and/or
4. Offset against any monies billed by the CONTRACTOR but yet unpaid by CAP Riverside. CAP Riverside shall give the CONTRACTOR notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

#### V. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event CAP Riverside elects to abandon, indefinitely postpone, or terminate the Agreement, CAP Riverside shall make payment for all services performed up to the date that written notice was given in a prorated amount.

#### W. GOVERNING LAW

This Agreement shall be interpreted according to the laws of the State of California. Services will be provided in full compliance with the Act and of Part 96 of Title 45 of the Code of Federal Regulations. Jurisdiction and venue shall be agreed upon in the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

#### X. MODIFICATION OF TERMS

The Board of Supervisors and the COUNTY Purchasing Agent are the only authorized COUNTY representatives who may at any time, by written order, make alterations within the general scope of this contract, in the definition of services to be performed, and the time (i.e. hours of the day, days of the week, etc.) and place of performance thereof. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the CONTRACTOR for adjustment under this paragraph shall be assessed within 30 days of when the CONTRACTOR received notice of the alteration in the work. Notwithstanding the foregoing, if the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he/she may receive and act upon any claim, which is asserted by the CONTRACTOR at any time prior to final payment under this agreement. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled 'Disputes.' However, nothing in this clause shall excuse the CONTRACTOR from proceeding with the contract as changed.

#### Y. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous Agreements of any kind or nature relating to the same shall be deemed to be merged herein.

**ATTACHMENT A:  
 SCOPE OF SERVICE**

**FUNDING INITIATIVE: 2009 CSBG Recovery Local Plan**

CAP Riverside will partner with Riverside Community College District to train 45 culinary students for fruitful employment. CAP Riverside will fund a Culinary chef Instructor position to assist students in the instructional aspects of the program and an Office Assistant/Job Developer position to provide clerical support to the academy and students and to assist in working with local and regional restaurants for the placement of culinary graduates into permanent jobs. CAP Riverside will also purchase a Combi Oven – a high tech, state of the art instructional piece of equipment, which would increase student productivity, knowledge and employment opportunities and 10 computers for use by students in conducting research and instruction via the web to assist them in class projects.

Geographic Area(s) of Service: Riverside County

**Program Outcome(s)**

1. 1 of 2 (50%) participants will increase their income by retaining a job for 12 months or longer by the end of the contract term.

**Program Output(s)**

1. 22 graduate placements will be created.

**Budget**

Personnel: Salaries/Wages/Benefits	\$33,461
Direct Program Costs	\$210,000
Indirect Cost	\$0.00
<b>Total Grant:</b>	<b>\$243,461</b>



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING COMMITTEE

Report No.: VI-A-2

Date: August 18, 2009

Subject: Performance Riverside 2009-2010 Season Contract

Background: Presented for the Board's review and consideration is a contract between the Riverside Community College District and OD Music, Inc. for the delivery of paymaster services for professional talent for Performance Riverside productions. As compensation for the services of making the required payroll and tax liability payments, OD Music, Inc. will receive a service fee of three percent of the entire package. Total payroll cost for professional talent contracted to Performance Riverside will not exceed \$140,000.00. The projections for each show are *All Shook Up*, \$25,000.00; *Singin' in the Rain*, \$31,000.00; *Pirates of Penzance*, \$27,000.00; and Elton John and Tim Rice's *Aida*, \$29,000.00. Exact costs for individual shows will be determined when the shows are cast and the musicians are contracted. The term of the agreement is from August 19, 2009 through June 30, 2010. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees approve the agreement with OD Music, Inc., for an amount up to \$140,000.00, for delivery of paymaster services for professional talent for Performance Riverside productions, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Gregory W. Gray  
Chancellor

Prepared by: Carolyn L. Quin  
Dean, Riverside School for the Arts

O D Music, Inc.  
Bob O'Donnell, Proprietor  
4920 Natoma Avenue  
Woodland Hills, CA 91364

Backup VI-A-2  
August 18, 2009  
Page 1 of 6

June 20, 2009

Performance Riverside  
Riverside Community College District  
4800 Magnolia Ave  
Riverside, CA 92506-1299

Dear Rey:

This letter agreement, when executed on behalf of your company, and OD Music, Inc., constitutes our entire agreement relating to 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 to us.

- 1 During the term of this agreement, beginning August 19, 2009 through June 30, 2010, 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:
  - i. 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.
  - ii. 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.
  - iii. 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.
  - iv. 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.

- v. You agree to supply us with completed time cards and/or talent contracts, if any, and any other required documents including W-4's, W9'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.
  - vi. 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 the 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.
  - vii. OD Music, Inc. will meet the employer obligations required by Actor's Equity Association, i.e., workman's compensation insurance, and the withholding duties and payment of welfare benefits.
  - viii. 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 member 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% percent 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 the parties.
- 10 Insurance. Prior to commencing performance hereunder, OD Music, Inc. shall accomplish the following:
  - a. Workers' 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 give 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

OD Music, Inc.  
4920 Natoma Avenue  
Woodland Hills, CA 91364

\_\_\_\_\_  
James L. Buysse  
Vice Chancellor, Administration and Finance

\_\_\_\_\_  
Bob O'Donnell

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attachment A

2007 Employer Burden Rates

Payroll Fringes 2007

Union & Non-Union Actors  
Stage Manager, Other Participants

FICA	6.2%
Medicare	1.45%
FUTA	.8%
SUI	3.6%
Employers training Tax	.1%
Workers Comp Insurance	12.85%
Payroll Handling	3%
Total Liability	28%

Musicians

FICA	6.2%
Medicare	1.45%
FUTA	.8%
SUI	3.6%
Employers Training Tax	.1%
Workers Comp Ins.	6.85%
Payroll Handling	3%
Total Liability	22%

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

O.D. 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 @ 25%, pension & health benefits and a 3% fee for payroll handling on the entire package. This would include the wages, employer tax liability, & pension & health benefits.

### 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 I -- \$300 for the Actor, \$360 for the Stage Manager

Tier II -- \$400 for the Actor, \$480 for the Stage Manager;

Tier III -- \$510 for the Actor, \$612 for the Stage Manager.

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.

\_\_\_ \_\_\_ 4. Total Payroll cost for Musicians shall include Gross Salaries, Employer Tax Liability of 19% & a payroll handling fee of 3% on the entire package. This would include the Wages and Employer Tax Liability fees.

\_\_\_ \_\_\_ 5. All billings by O.D. Music, Inc. shall include a section entitled "Reconciliation of advance payments and services rendered." In this section O.D. 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.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING COMMITTEE

Report No.: VI-A-3

Date: August 18, 2009

Subject: Academic Programs Abroad Fall 2009

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Centers for Academic Programs Abroad (CAPA) International Education Foundation, LP to provide classroom facilities, faculty and student housing accommodations, transfer transportation, academic guide, group airfare, and insurance for the study abroad program in Florence, Italy from September 3, 2009 through November 26, 2009. CAPA has served as the District's educational services contractor for study programs in the past. CAPA will receive \$1,000 to cover unforeseen costs for students/participants. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees approve the agreement with Centers for Academic Programs Abroad International Education Foundation, LP to provide educational services for the study abroad program from September 3, 2009 through November 26, 2009, for an amount not to exceed \$1,000, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Gregory W. Gray  
Chancellor

Prepared by: Jan Schall  
Coordinator, International Education/Study Abroad Program



Riverside  
Community  
College District  
Florence  
Program  
Fall 2009

Created on:  
July 6, 2009

Contents  
*Introductory Letter*  
*Health and Safety*  
*Predeparture Assistance*  
*Program Agreement*  
*Letter Agreement*

Florence 2009

July 6, 2009

## Riverside Community College District to Florence -Fall 2009

---

### 1. PROGRAM DATES

Departure from the United States:	Thursday September 3, 2009
Arrival in Italy:	Friday September 4, 2009
Departure from Italy:	Thursday November 26, 2009

### 2. PREDEPARTURE SERVICES

#### Recruitment

CAPA will monitor your recruitment efforts and provide assistance subject to your needs. This may include designing a recruitment plan, establishing a timeline, assisting with program brochures, publicity materials and methods, use of school web site and newspaper, and other strategies.

#### Program Management

CAPA works in partnership with your institution to ensure an efficient and friendly experience for all involved. CAPA's U.S.-based staff works closely with you to ensure that each detail of the program is taken care of. They will provide answers to your questions; will prompt you to forward information as needed; and will send you the final housing, flights, and other program details as applicable.

#### Financial Accounting

For institutions paying CAPA directly, we will forward invoices according to the agreed-upon schedule.

When students are paying CAPA directly, we will send individual invoices and deal with all questions that arise regarding billings, payments, and financial aid. CAPA has a dedicated toll-free number for students to contact us.

#### Student Pre-departure Information

Before your program begins, CAPA will send information packs for each student that contain a site manual with everyday information as well as in-depth pre-departure health and safety information to help students and their parents make informed decisions concerning their preparations for study abroad.

We also send information on phone cards, renting cell phones, and included insurance as well as optional insurance options.

Florence 2009

July 6, 2009

### 3. STUDENT SERVICES

#### Flights

Roundtrip airfare in and out of Rome will be provided.

#### Accommodations

Student Accommodation with double room occupancy provided by Dante Alighieri

#### Meals

Self-catering

#### CAPA Standard inclusions

Brochures

Insurance

Departure ceremony

My Education cultural events

Taxi to apartment upon arrival

Permit to stay in Italy Arrival walking tour

CAPA International Program Services Staff

Arrival party

Welcome basket (4 use bus pass, one night food, and phone card)

Arrival orientation

### 4. FACULTY SERVICES

#### Flights

Airfare included.

#### ACCOMMODATIONS

Accommodations for the program dates for each instructor in a furnished one-bedroom apartment in Florence.

Florence 2009

July 6, 2009

## Other Services

The following services as listed for the students will be provided for the faculty: orientation, group events, excursions and activities, permit to stay in Italy, insurance, and the transfers.

Faculty will be provided the option to rent a mobile phone prior to departure where the application fee and daily rental fee are waived. Faculty will still be charged for phone usage but at a discounted rate. Faculty will not be given a mobile phone once they arrive in country and a land line in the apartment is not guaranteed.

## 5. ACADEMIC PROGRAM AND FACILITIES

The Institution will supply faculty members as necessary to carry out the core academic program for its students. Full control of the academic program, including, but not limited to enrollment requirements, procedures, administration and granting of credit will be vested in the Institution and its designated representatives.

A British Institute Library Membership will also be provided.  
Historic Florence Lecture is included.

## Classroom Facilities

Classroom space will be provided by Dante Alighieri.

Note: CAPA will provide Riverside Community College District with a classroom schedule one month before the start of the program based on the course requirements of the program and enrollment numbers. Final enrollment must be provided to CAPA no later than 60 days prior to the start of the program. Classes may alternate between morning and afternoon sessions.

## 6. LOCAL TRANSPORTATION

### Transfers

Roundtrip transfer from previously determined airport to central Florence will be provided. CAPA will organize transfers by taxi for the students to their apartments from central Florence. The cost is included on arrival.

## 7. HEALTH AND SAFETY

CAPA endorses the guidelines published by the NAFSA Interorganizational Task Force on Safety and Responsibility in Study Abroad. A leader in health and safety management, CAPA has implemented the following policies and procedures for managing emergency situations that occur abroad:

### Preparedness

CAPA maintains a comprehensive health and safety plan in order to ensure a safe and productive learning environment for students and faculty.

Florence 2009

July 6, 2009

## Continuous Assessment

CAPA staff members receive regular training from an organization specializing in crisis management and support, and comprehensive and ongoing health and safety training, including guidelines on referral and working within the limitations of their own competencies.

## 24Hour Emergency Contact

CAPA provides 24-hour emergency telephone coverage for faculty and students in distress.

## Student insurance

CAPA provides insurance for each student and traveling faculty member, including health, travel and accident coverage; emergency evacuation and repatriation; basic accident; sickness; trip cancellation; trip delay; trip interruption; and baggage loss. Additional coverage is also made available to participants.

## Registration Abroad

CAPA is registered with the U.S. Embassy and is on the State Department's advisory list to receive regular updates on security issues abroad. These updates are always communicated to students.

## Communication with the Home Campus

CAPA keeps home campuses informed of the welfare of their students and faculty, and informs them of issues arising abroad.

## 8. PROGRAM FEES

### 2009 Program Fees

25+ students and two faculty \$6,999

#### Additional Costs

\$1,000 will be invoiced directly to Riverside Community College District for additional program expenses (clerical, copying, printing, and guide expenses for special exhibits.)

NOTE: Taxes and Fuel Surcharge are not included in the Air inclusive program fee

CAPA reserves the right to adjust program fees to reflect fluctuations in the value of the dollar in excess of 5%.

Program fees are per person and include all services listed above.

Florence 2009

July 6, 2009

### Refundable Housing Deposit

A \$150-per-student refundable damage deposit will be added to the program fees above. CAPA will refund the students directly following the completion of the program (any damages will be itemized and deducted from the refund).

A \$500-per-faculty refundable deposit is also required at the time of faculty application. CAPA will refund the Faculty directly following the completion of the program (any damages, utilities, etc, will be itemized and deducted from the refund).

Florence 2009

July 6, 2009

## Riverside Community College District to Florence - Fall 2009

### **Letter Agreement** Please mail to: CAPA International, 210 Union Wharf, Boston, MA 02109

This letter will record an agreement between CAPA International Education Foundation, LP and Riverside Community College District ("Institution").

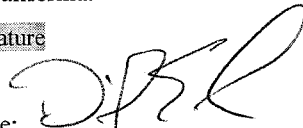
- 1) CAPA agrees to provide the services described in the proposal with the same date that appears at the top of this page.
- 2) This is a Single Year Proposal
- 3) Individual Student Payment Plan **with** Airfare included: CAPA will invoice individual Student Participants directly for all fees as described in this "Letter Agreement" and Individual Student Application/Release forms. The Application/Release forms and full payment must be received at CAPA 90 days prior to departure. Forms received after this date will be subject to availability and applicable late fees. Individual cancellations will be processed according to the below listed Cancellation and Refund Policy.
- 4) Institution agrees to follow the guidelines and timelines described by CAPA recruitment staff and to make every effort to recruit students to participate in the program.

#### 5) Cancellation and Refund Policy

<b>Withdrawal Date</b>	<b>Cancellation Fees</b>
More than 60 days prior to departure	\$250
46 to 60 days prior to departure	25% of the program fee plus \$250
22 to 45 days prior to departure	50% of the program fee plus \$250
21 days or fewer prior to departure	100% of the program fee

- 6) Please indicate acceptance of this agreement by signing and returning two copies of this letter agreement and contract to CAPA.
- 7) No change to this agreement will have any validity unless it is recorded in a revised proposal and a new letter agreement executed by both parties.
- 8) All reservations and services are subject to availability. CAPA will confirm all services upon receipt this signed agreement and will inform the institution of any availability issues within two weeks of receipt. CAPA will return one fully executed copy for your records
- 9) During the term of the Agreement, CAPA shall defend, indemnify and hold the District 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 negligent or willful acts or omissions of CAPA, its officers, directors, agents, affiliates and employees, arising out of the performance of this Agreement.
- 10) CAPA shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability marital status, sex/gender, age or sexual orientation. CAPA understands that harassment of any student or employee of the district with regard to race, religion, medical condition, disability marital status, sex/gender, age or sexual orientation is strictly prohibited.
- 11) This Agreement will be governed by and construed in accordance with the laws of the State of California.

Signature



Name: \_\_\_\_\_

CAPA

Accounts Administrator

Date: 7/29/09

Signature

Name: \_\_\_\_\_

Riverside Community College District

Title: Vice Chancellor, Administration & Finance

Date: \_\_\_\_\_

## RIVERSIDE COMMUNITY COLLEGE DISTRICT


Fall 2009 Semester in Florence  
September 3rd – November 26th, 2009

### RELEASE AND HOLD HARMLESS AGREEMENT

#### Addendum to the Contract between CAPA International Education and Riverside Community College District (RCCD)

Riverside Community College District (RCCD) will provide academic instruction for the Semester Abroad program, Florence, Italy Fall Semester 2009. Centers for Academic Programs Abroad (CAPA) will provide housing accommodations, travel arrangements, and classroom facilities in Italy.

1. This Addendum is attached to and modifies the contract between CAPA and RCCD for the Fall 2009 semester program to Florence for the period September 3rd – November 26th, 2009.
2. CAPA shall indemnify and hold RCCD, its Trustees, officers, agents, employees and independent contractors, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of CAPA, its agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death or any other element of damage of any kind or nature, including violations of the Americans with Disability Act, the California Fair Housing and Employment Act, Section 504 of the Rehabilitation Act of 1973, and Title VII of the Civil Rights Act of 1964, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and CAPA shall defend, at its expense, including without limitation, attorney fees, RCCD, its officers, agents, employees and independent contractors, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold RCCD free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.
3. The Institution agrees to hold harmless and indemnify CAPA from any suits, claims, or damages caused by the gross negligence of the College and its employees. CAPA and the Institution agree to notify each other in writing within five (5) days of receipt of any suit or claim which could affect the liability of either party.
4. CAPA shall procure and maintain comprehensive general liability insurance coverage covering such international operations contemplated by this contract that shall protect RCCD from any 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 CAPA's activities as well as RCCD's activities under this contract. Such insurance shall name RCCD as additionally insured with respect to this agreement and the obligations of RCCD hereunder. Such insurance shall provide for limits of not less than \$3,000,000. CAPA will provide evidence of such insurance to RCCD.

Signature: 

Date: 7/29/09

Title: VP of Institutional Relations  
CAPA International Education

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: Vice Chancellor, Administration & Finance  
Riverside Community College District

INDEMNITY & HOLD HARMLESS  
OXFORD: Riverside Community College District



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING COMMITTEE

Report No.: VI-A-4

Date: August 18, 2009

Subject: Accountability Reporting for Community Colleges

Background: Presented for the Board's review and consideration is the Accountability Reporting for Community Colleges report issued by the California Community College's Chancellor's Office in March 2009. The report's objectives are to make policymakers, local college officials, and elected boards aware of overall system and specific college performance in seven specific areas of effort, and to inform the public about overall system performance.

Included in this report is Riverside Community College District's institutional response to the report's findings. During the three most recent time periods under examination, RCCD was able to maintain or increase its level of performance on six of the seven accountability measures.

Information Only.

Gregory W. Gray  
Chancellor

Prepared by: Kristina Kauffman  
Associate Vice Chancellor, Institutional Effectiveness  
David Torres  
Dean, Institutional Research

## Accountability Reporting for the Community Colleges, 2009:

### Executive Summary

Background: Accountability Reporting for the Community Colleges (or ARCC) is a set of performance indicators for the California Community Colleges (CCC). ARCC meets a legislative requirement that resulted from Assembly Bill 1417. As required by the Legislature, the CCC System Office will produce this report yearly and disseminate it so that every college can share it with its local board of trustees. The report's objective is to inform policymakers, local college officials, and elected boards of overall system performance and individual college performance in seven specific areas of effort.

A team of statewide college researchers, a panel of nationally recognized researchers on college performance, a statewide technical advisory workgroup, and staff at the Chancellor's Office created the ARCC. This is the third annual ARCC report and the present report was distributed to state government policymakers and the public at large in March 2009.

Structure: The report is structured into two sections: system wide performance and individual college performance. The report's first section covers the system's overall performance over time for a variety of indicators. The systemwide indicators are organized into the broad categories of:

student progress and achievement (in the areas of)

- degree and certificate attainment
- transfer rates
- vocational, occupational and workforce development
- participation rates

and pre-collegiate improvement (in the areas of)

- basic skills
- English as a Second Language.

Systemwide, these indicators are reported as counts (and where appropriate, as percentages) of transfer, degrees and certificates, as well as income changes as a result of occupational training, and counts and percentages of students graduating from the University of California and from the California State University who began their educational careers at community colleges.

These indicators are derived from many data sources, including public and private institutions of higher learning, the California Employment Development Department, the National Student Clearinghouse, and the Chancellor's Office database, among others. They are not simply aggregations of all the individual college performances. Given the breadth and complexity of these measures, this body of information is not currently available for each individual college, so this data is presented for the entire California Community Colleges system.

The second section of the report is dedicated to the individual college-level indicators. For the seven individual measures in the present study, each college was given data reflecting three sequential years so that changes and trends could be identified. Each set of college-level outcomes was divided into Student Progress and Achievement (with four indicators) and Pre-Collegiate Improvement (with three indicators).

College Level Indicators for Riverside Community College: In Student Progress and Achievement, for the first indicator Degree/Certificate/Transfer, data was provided that showed changes in the percentage of first-time students who showed “intent to complete”<sup>1</sup> and who achieved any of the following outcomes within six years: transfer to a four-year college, or earned an AA/AS, or earned a certificate of at least 18 units, or achieved “Transfer Directed”<sup>2</sup> status or achieved “Transfer Prepared”<sup>3</sup> status. On this measure, RCC remained relatively stable with the three cohorts’ rates being 49.7%, 47.0% and 47.7%, for the cohorts starting in 2000, 2001 and 2002, respectively. (In this report, the term “relatively stable” is used when the differences between the highest and lowest measures were less than three percentage points.) For the second indicator, Percent of Students Who Earned at Least 30 Units, the percentage of first-time RCC

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<sup>1</sup> A Transfer or Degree “Intent To Complete” is when a student attempts a degree applicable credit math or English course. A Certificate “Intent to Complete” is when a student attempts either an Advanced Occupational or Apprenticeship level Credit course.

<sup>2</sup> “Transfer Directed” means a student successfully completed at least one transfer-level Math and English course.

<sup>3</sup> “Transfer Prepared” means student successfully completed 60 UC/CSU transferable units with a grade point average of at least 2.0 in those transferable courses.

students who showed intent to complete and who earned at least 30 units while in the California Community College system held steady at 69.7%, 69.9% and 69.8% for the three sequential years, starting with fall 2004. On the third indicator, Persistence Rate, RCC remained relatively stable in the percentage of first-time students with a minimum of six units earned in a fall term and who returned and enrolled in the subsequent fall term anywhere in the California Community College System. These rates were 66.4%, 66.2% and 68.6%, for the fall 2004, 2005 and 2006 cohorts, respectively. RCC's Annual Successful Course Completion Rate for Credit Vocational Courses, the report's fourth indicator, remained stable at 75.6%, 78.3% and 75.5% in the 2005, 2006 and 2007 academic years, respectively.

In Pre-Collegiate Improvement (Basic Skills and ESL), RCC had mixed results. On the measure of Annual Successful Course Completion Rate for Credit Basic Skills Courses, RCC remained relatively stable at 60.2%, 62.1% and 60.4% for academic years 2005, 2006 and 2007, respectively. The Improvement Rates for Credit Basic Skills Courses, is a measure comprising two different rates: ESL Improvement Rate and Basic Skills Improvement Rate. Each of these indicators measure the proportion of students successfully taking a higher level ESL or Basic Skills course within a subsequent three year period.

The ESL Improvement Rates for the cohorts starting in 2003, 2004 and 2005 were 52.2%, 48.4% and 56.1%, respectively. In previous editions of the ARCC

report, this has been the sole indicator yielding inconsistent results. RCCD Institutional Research conducted an independent analysis of these data elements and determined that the differences were due to the way ESL courses are coded. A majority of RCCD's ESL course enrollments are coded so that their successful sequential completion does not fit the criteria as designated by ARCC standards. However, for ESL courses coded to meet the ARCC improvement criteria, the ESL improvement rates stabilize at 49% (with less than a 1% year-to-year difference).

The Basic Skills Improvement Rate remained relatively stable at 57.4%, 56.1% and 54.9% for the cohorts starting in 2003, 2004 and 2005, respectively. (The present ARCC report also lists the Enhanced Noncredit Progress and Achievement Rate, but since RCCD does not offer any of these types of courses, that table is left blank in the report.)

The college-level report also includes indicators that include the Annual Unduplicated Headcount and Full-Time Equivalent Students and provides demographic information (age, gender and ethnicity) about RCCD students for the past three academic years.

College Peer Grouping: The last section of each college-specific report is dedicated to reporting college performance relative to their ranking within their peer grouping. The peer grouping is performed by the Chancellor's Office and represents their attempt to "level the playing field." For every college-level

indicator, there are external factors beyond the control of the college that affect its performance on that indicator. Colleges were grouped as “peers” based on the statistical magnitude that these external factors had on each college-level indicator. (For example, research literature indicates that transfer rates are affected by level of academic preparedness of student body, distance to nearest UC/CSU, income levels of service areas, and percentage of older students served, among other external factors. Peer colleges would have similar levels on all these factors and would be classified together.) Since the peer grouping is done statistically, these groupings do not necessarily reflect any traditional, intuitive grouping method, like size of college or geographical proximity. Also, since each college-level indicator is affected by different external factors, each college is assigned to different peer groups for each indicator. The intent of the peer groupings is to provide a more comparable context for understanding one’s own college performance and should be carefully interpreted. The peer grouping has been the subject of considerable discussion, and arguably it has the potential to be the most misunderstood and misreported aspect of the report.

For each of the seven indicators, RCCD is within five percentage points of their peer groups averages.

RCCD Institutional Response: In fall 2008, prior to the final publication of the ARCC, the Chancellor’s Office released a draft of the report with the individual colleges’ measures. At that time RCCD’s preliminary results were presented to

different District and campus groups (specifically, the District Academic Cabinet, the Academic Senates at all three campuses, District and Campus Student Services administration and every faculty or staff member with an RCCD email account). Every time the data was presented, feedback was solicited from the audience to help shape the institutional response. As a requirement of the ARCC, every college must submit an institutional response to provide further context for interpreting their institution's statistics, and to emphasize local factors that may help to explain outcomes but are not in the ARCC data. RCCD's Institutional Response is the found on the last page of the RCCD section of the report. The final version of the ARCC report has been available from the Chancellor's Office since March 2009.



## Riverside Community College

Riverside Community College District

### College Performance Indicators

#### Student Progress and Achievement: Degree/Certificate/Transfer

**Table 1.1:**  
Student Progress and  
Achievement Rate

Percentage of first-time students who showed intent to complete and who achieved any of the following outcomes within six years: Transferred to a four-year college; or earned an AA/AS; or earned a Certificate (18 units or more); or achieved "Transfer Directed" status; or achieved "Transfer Prepared" status. (See explanation in Appendix B.)

	2000-2001 to 2005-2006	2001-2002 to 2006-2007	2002-2003 to 2007-2008
<b>Student Progress and Achievement Rate</b>	49.7%	47.0%	47.7%

**Table 1.1a:**  
Percent of Students Who  
Earned at Least 30 Units

Percentage of first-time students who showed intent to complete and who earned at least 30 units while in the California Community College System. (See explanation in Appendix B.)

	2000-2001 to 2005-2006	2001-2002 to 2006-2007	2002-2003 to 2007-2008
<b>Percent of Students Who Earned at Least 30 Units</b>	69.7%	69.9%	69.8%

**Table 1.2:**  
Persistence Rate

Percentage of first-time students with a minimum of six units earned in a Fall term and who returned and enrolled in the subsequent Fall term anywhere in the system. (See explanation in Appendix B.)

	Fall 2004 to Fall 2005	Fall 2005 to Fall 2006	Fall 2006 to Fall 2007
<b>Persistence Rate</b>	66.4%	66.2%	68.6%

NA: This performance indicator is not applicable for schools of continuing education



## Riverside Community College

Riverside Community College District

### College Performance Indicators

#### Student Progress and Achievement: Vocational/Occupational/Workforce Development

**Table 1.3:**  
Annual Successful Course  
Completion Rate for  
Credit Vocational Courses

See explanation in Appendix B.

	2005-2006	2006-2007	2007-2008
<b>Annual Successful Course Completion Rate for Vocational Courses</b>	75.6%	78.3%	75.5%

#### Pre-Collegiate Improvement: Basic Skills, ESL, and Enhanced Noncredit

**Table 1.4:**  
Annual Successful Course  
Completion Rate for  
Credit Basic Skills Courses

See explanation in Appendix B.

	2005-2006	2006-2007	2007-2008
<b>Annual Successful Course Completion Rate for Basic Skills Courses</b>	60.2%	62.1%	60.4%

**Table 1.5:**  
Improvement Rates for ESL  
and Credit Basic Skills Courses

See explanation in Appendix B.

	2003-2004 to 2005-2006	2004-2005 to 2006-2007	2005-2006 to 2007-2008
<b>ESL Improvement Rate</b>	52.2%	48.4%	56.1%
<b>Basic Skills Improvement Rate</b>	57.4%	56.1%	54.9%

**Table 1.6:**  
Career Development and  
College Preparation (CDCP)  
Progress and Achievement Rate

See explanation in Appendix B.

	2003-2004 to 2005-2006	2004-2005 to 2006-2007	2005-2006 to 2007-2008
<b>CDCP Progress and Achievement Rate</b>	.%	.%	.%

Blank cell (% only) = No CDCP data for cohort (college may not have CDCP courses)  
0% in cell = CDCP cohort data, but no outcome data as of report date



## Riverside Community College

Riverside Community College District

### College Profile

**Table 1.7:**  
Annual Unduplicated Headcount and Full-Time Equivalent Students (FTES)

	2005-2006	2006-2007	2007-2008
<b>Annual Unduplicated Headcount</b>	46,316	47,838	52,163
<b>Full-Time Equivalent Students (FTES)*</b>	26,323	23,967	27,011

Source: The annual unduplicated headcount data are produced by the Chancellor's Office, Management Information System. The FTES data are produced from the Chancellor's Office, Fiscal Services 320 Report.

\*FTES data for 2005-2006, 2006-2007, and 2007-2008 are based on the FTES recalculation.

**Table 1.8:**  
Age of Students at Enrollment

	2005-2006	2006-2007	2007-2008
<b>19 or less</b>	28.5%	28.8%	29.4%
<b>20 - 24</b>	31.8%	30.7%	29.8%
<b>25 - 49</b>	34.0%	34.4%	33.3%
<b>Over 49</b>	5.6%	6.1%	7.5%
<b>Unknown</b>	0.1%	0.0%	0.0%

Source: Chancellor's Office, Management Information System

**Table 1.9:**  
Gender of Students

	2005-2006	2006-2007	2007-2008
<b>Female</b>	55.4%	54.4%	54.9%
<b>Male</b>	44.1%	45.1%	44.3%
<b>Unknown</b>	0.5%	0.6%	0.7%

Source: Chancellor's Office, Management Information System



**Riverside Community College**

Riverside Community College District

**College Profile****Table 1.10:**  
Ethnicity of Students

	<b>2005-2006</b>	<b>2006-2007</b>	<b>2007-2008</b>
<b>African American</b>	11.2%	10.9%	10.9%
<b>American Indian/Alaskan Native</b>	0.8%	0.8%	0.8%
<b>Asian</b>	5.8%	5.6%	5.4%
<b>Filipino</b>	3.2%	3.0%	3.0%
<b>Hispanic</b>	34.2%	35.6%	36.6%
<b>Other Non-White</b>	2.3%	2.0%	2.0%
<b>Pacific Islander</b>	0.6%	0.7%	0.7%
<b>Unknown/Non-Respondent</b>	5.0%	5.3%	6.2%
<b>White Non-Hispanic</b>	36.9%	36.1%	34.4%

Source: Chancellor's Office, Management Information System



## Riverside Community College

Riverside Community College District

### College Peer Grouping

**Table 1.11: Peer Grouping**

	Indicator	College's Rate	Peer Group Average	Peer Group Low	Peer Group High	Peer Group
A	Student Progress and Achievement Rate	47.7	47.7	41.4	55.6	A1
B	Percent of Students Who Earned at Least 30 Units	69.8	73.9	67.9	82.7	B4
C	Persistence Rate	68.6	72.5	67.9	77.8	C2
D	Annual Successful Course Completion Rate for Credit Vocational Courses	75.5	74.5	67.0	85.4	D2
E	Annual Successful Course Completion Rate for Credit Basic Skills Courses	60.4	59.1	48.6	65.7	E5
F	Improvement Rate for Credit Basic Skills Courses	54.9	52.6	36.5	62.0	F2
G	Improvement Rate for Credit ESL Courses	56.1	58.4	33.1	79.2	G5

Note: Please refer to Appendices A and B for more information on these rates. The technical details of the peer grouping process are available in Appendix D.



## Riverside Community College

Riverside Community College District

### College Self-Assessment

Riverside Community College District has been committed to serving the educational needs of its community for more than 90 years. RCCD's students take classes at three primary locations; Riverside City College, Moreno Valley and Norco campuses. The off campus sites are located at Ben Clark Training Center, Rubidoux Annex and March Education Center. In October 2009 the Norco and Moreno Valley campuses will host accreditation visits by the ACCJC with the hopes of becoming fully accredited institutions.

The District provides transfer programs, occupational and technical programs, and career preparation leading to the Associate of Arts and/or Sciences degrees and a variety of certificates. In the tradition of general education, students are prepared for intellectual and cultural awareness, critical and independent thought, and self-reliance. Consistent with its responsibility to assist those who can benefit from post-secondary education, the District provides tutorial and supplemental instruction and basic skills courses for under-prepared students.

The District's service area, which spans over 440 square miles in western Riverside county, includes socially, economically and ethnically diverse urban and rural communities. A recent environmental scan estimates that the population of the RCCD service area will grow from 1,040,099 in 2005 to 1,373,919 by 2020, an increase of 32%. However, the college-going rate for RCCD's feeder high schools continues to be a challenge, as recent high school students are increasingly under-prepared for college.

Enrollment during the 2007-08 academic year was 52,163, and the college granted over 2,000 AA/AS degrees and 1,900 certificates. During this same time period, RCCD transferred 367 students to the University of California and 1,047 students to the California State University.

On six of the seven ARCC measures, RCCD has remained stable (with differences between the highest and lowest measures being less than three percentage points). In previous editions of the ARCC report, the sole indicator yielding inconsistent results has been the Improvement Rates for ESL Courses. Independent analysis of these data elements determined that the differences were due to the way ESL courses are coded. A majority of RCCD's ESL course enrollments are coded so that their successful sequential completion does not fit the criteria as designated by ARCC standards. However, for ESL courses coded to meet the ARCC improvement criteria, the ESL improvement rates stabilize at 49% (with less than a 1% year-to-year difference).

This year the Successful Basic Skills Course Completion Rate and Improvement Rate remained relatively stable. Students are successful in both individual basic skills classes, and through the basic skills sequence. Special efforts are underway to enhance Basic Skills Education including a diagnostic-prescriptive modular approach which allows students to build requisite skills by completing a single module rather than an entire course.

RCCD's accountability indicators also demonstrate good levels of performance when compared to their designated peer groups (RCCD was within five percentage points of all peer group averages). The District's Strategic Plan for 2008-2012 includes strategies aimed at improving student persistence, increasing the number of awards, and building transfer readiness.



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
RESOURCES COMMITTEE MEETING  
August 11, 2009 – 7:30 p.m.  
(or immediately following the Governance Committee Meeting)  
Student Services 101, Moreno Valley Campus

Committee Members: Mark Takano, Committee Chairperson  
Jose Medina, Vice Chairperson  
James L. Buysse, Vice Chancellor, Administration and Finance  
Melissa Kane, Vice Chancellor, Diversity and Human Resources  
Doug Beckstrom, Academic Senate Representative (Moreno Valley Campus)  
Tim Brown, Academic Senate Representative (Riverside)  
Patricia Worsham, Academic Senate Representative (Norco)  
Amber Casolari, CTA Representative (Riverside)  
Shari Yates, CTA Representative (Riverside)  
Karin Skiba, CTA Representative (Norco)  
Gustavo Segura, CSEA Representative (Moreno Valley)  
Tamara Caponetto, CSEA Representative (Norco)  
Tish Chavez, Confidential Representative (Riverside)  
Zulma Michaca, ASRCCD  
Meshay Brown, ASRCCD

AGENDA

VI. Board Committee Reports

B. Resources Committee

1. Riverside City Campus Interim Parking – Lease Agreement  
- The Committee to consider an agreement to be funded by Measure C to provide interim parking during construction of the Aquatics Complex and Nursing/Science Building projects on the Riverside Campus.
2. Riverside Nursing/Science Building Project – Design Amendment  
- The Committee to consider an amendment to a design services agreement to provide hazardous materials management services.

3. Norco Campus – Soccer Field Project – Design Services Amendment  
- The Committee to consider an amendment to a design services agreement to provide city permit fees and other fees pertaining to the processing of planning documents for this project.
4. Norco Campus Soccer Field Project – Phase II, Change Order No. 1  
- The Committee to consider a change order.
5. Phase III- Norco/Industrial Technology Project – Material Testing Amendment  
- The Committee to consider an amendment to a multiple prime construction management agreement to provide for additional inspection and materials testing services.
6. Phase III-Norco/Industrial Technology Project – Change Orders  
- The Committee to consider change orders.
7. West End Quad Emergency Electrical Service Repair Project (Norco Campus) – Budget Approval – Resolution No. 2-09/10  
- The Committee to consider a Resolution declaring an electrical services emergency and utilizing Measure C funds for the repair and replacement of said services.
8. Comments from the public

Adjourn

Prepared by: Charlotte Zambrano  
Administrative Assistant  
Administration and Finance



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-1

Date: August 18, 2009

Subject: Riverside City Campus Interim Parking – Lease Agreement

Background: On September 11, 2007, the Board of Trustees approved the expenditure of \$5,000,000 from Measure C funds and the development of a joint use agreement for the Riverside Aquatics Complex project located at the Riverside City Campus. By using and adding to the existing Cutter Pool facility, the Riverside Aquatics Complex project would expand the competitive aspect of the existing facilities by providing additional diving, competition, and instructional areas for college and community education programs.

Likewise, on June 17, 2008, the Board of Trustees approved the final design and project budget for the Riverside Nursing/Science Building project located at the Riverside City Campus. The current buildings for the Nursing, Life/Physical Sciences and Mathematics programs do not provide sufficient space nor are they conducive for today's program needs and increased class size. The Riverside Nursing/Science Building project will provide college students with adequate space and changing needs, and will help meet the demands of our community by educating highly-trained technicians and professionals.

These two projects are currently in the final stages of Division of State Architect (DSA) review and will be bidding at the end of August 2009. Due to these construction activities, approximately 606 parking spaces will be displaced. In order to provide additional parking services during the two years of construction, staff is requesting approval of a project budget not to exceed \$260,000 of Measure C funds for the Riverside City Campus Interim Parking project. The project budget would include lease payments for interim parking and the installation of signage, lighting and of a campus police emergency phone located on the interim parking property.

As regards lease payment, staff is requesting approval of a lease agreement with the City of Riverside for an interim parking facility during construction of the Riverside Aquatics Complex and Riverside Nursing/Science Building projects. The interim parking facility would be provided for RCC students during the Fall/Winter/Spring semesters of 2009 thru 2011. The interim parking is located in downtown Riverside at the corner of Third Street and Market Street, identified by the City of Riverside as Parking Lot 33. Students with an RCC parking permit would be allowed to use Parking Lot 33 and use "Go Pass," the free-ride transportation program provided by Riverside Transit Agency (RTA). RTA buses and Red Line (Jury) Trollies provides transportation between Parking Lot 33 and the RCC City Campus (Terracina Drive and Magnolia Avenue). Staff therefore also requests Board approval for a lease agreement with the City of Riverside for an amount not to exceed \$204,000 for the Riverside City Campus Interim Parking project. The lease agreement includes 400 parking spaces at the rate of \$30 per parking space per month for two academic years totaling 17 months. The specific months, terms for use of premises and a map of the property is included in the attached lease agreement.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-1

Date: August 18, 2009

Subject: Riverside City Campus Interim Parking – Lease Agreement (continued)

To be funded by District Measure “C” Funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve funding for the Riverside City Campus Interim Parking project in the amount of \$260,000 from Measure “C” Funds, approve a lease agreement with the City of Riverside for Parking Lot 33 in an amount not to exceed \$204,000 of the project budget, and authorize the Vice Chancellor Administration and Finance to sign the lease agreement.

Gregory W. Gray  
Chancellor

Prepared by: Orin L. Williams  
Associate Vice Chancellor  
Facilities Planning, Design and Construction

Norm Godin  
Vice President, Business Services  
Riverside City Campus

## PARKING LEASE AGREEMENT

### RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS PARKING LEASE AGREEMENT ("Lease") is made and entered into this 19<sup>th</sup> day of August, 2009, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and RIVERSIDE COMMUNITY COLLEGE DISTRICT, a public entity ("Lessee").

#### RECITALS

- A. City owns that certain property located at Market and Third Streets in the City of Riverside, California, known as Parking Lot 33 ("Property"), consisting of 454 parking spaces.
- B. Lessee desires to lease 400 of the parking spaces, on an exclusive basis.
- C. City is agreeable to said use subject to the terms and conditions set forth below.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **GRANT OF LEASE.** City hereby leases to Lessee the exclusive use of 400 parking spaces of the Property as generally depicted on Exhibit "A" attached hereto and made a part hereof by this reference (the "Premises").
2. **TERM.** The term of this Lease shall become effective September 15, 2009, ("Effective Date"), and shall terminate May 15, 2011, effective only for the months of September 15, 2009 to May 15, 2010 and August 15, 2010 to May 15, 2011, a total of seventeen (17) months, and unless this Lease is earlier terminated pursuant to the termination provisions contained herein.
3. **USE OF PREMISES.** The Premises shall be used solely for the purpose of providing additional parking for Lessee. Said use shall be subject to the following terms and conditions:
  - (a) Access to and use of the Property for the general public will be on Saturdays and Sundays and City may hire a private operator to manage the Property.
  - (b) City shall maintain the Property in a neat, clean and safe condition at all times, including any landscaping.
  - (c) Lessee shall patrol the Premises to insure only Riverside Community College (RCC) permitted students are utilizing the Premises.
  - (d) Lessee shall not take any actions that interfere with City's use of the Property.
  - (e) City, subject to reimbursement from Lessee, shall install lighting on the Property. City will send Lessee a bill for the same and Lessee shall pay said bill within thirty (30) days. Lessee, at Lessee's sole cost and expense, shall be responsible for installing signage which states that a RCC parking pass is required, that ADA spaces are available at the main campus, and an emergency phone to call the RCC campus police.

(f) City reserves the right to host the Association of Volleyball Professionals (AVP) event and up to four (4) additional special events per year which events shall utilize the entire Property including the Premises. During these periods, City will assist RCC in finding substitute parking.

4. CONSIDERATION.

(a) As consideration for use of the Premises, Lessee shall pay to City a lease fee in the amount of Thirty Dollars (\$30.00) per month per parking space, for the period of September 15, 2009 to May 15, 2010 (8 months) and August 15, 2010 to May 15, 2011 (9 months). Said lease fees shall be payable on the first of the month.

(b) The monthly lease fee shall be paid by check made payable to The City of Riverside and sent to 3900 Main Street, Riverside, CA 92522.

5. NON-DISCRIMINATION. Except as provided in Section 12940 of the California Government Code, during the performance of this Lease, neither party shall discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation in use of the Premises during the term of this Lease. Further, the parties agree to conform to the requirements of the Americans with Disabilities Act in the performance of this Lease.

6. SUPERVISION. Lessee shall be responsible for supervision and monitoring of all activities on the Premises, including control of access to the Premises at all times, and monitoring and abatement of any nuisance, except on Saturdays and Sundays.

7. MAINTENANCE. The Property shall be maintained by City in a clean and orderly condition.

8. LESSEE'S DUTIES. Lessee shall be responsible for all users associated with Lessee for any loss, damage, or destruction caused by Lessee its users, its agents, representatives, or assigns.

9. INSURANCE. City is self insured and will maintain appropriate insurance.

10. INDEMNIFICATION.

a. City shall defend, indemnify and hold Lessee, its officers and employees harmless from any and all claims, demands or liability arising from alleged acts or omissions of City, its officers, employees, or agents in the use of the parking lot during those times when City shall have the use of the lot.

b. Lessee shall defend, indemnify and hold City, its officers and employees harmless from any and all claims, demands or liability arising from alleged acts or omissions of Lessee, its officers, employees, students or agents in the use of the parking lot during those times when Lessee shall have the use of the lot."

11. NONINTERFERENCE WITH USE. Lessee's use of the Premises and the exercise of the rights herein granted shall not in any manner whatsoever interfere with the City's use of the Premises.

12. ASSIGNMENTS. This Lease is personal to Lessee, but Lessee may assign individual parking spaces to agents, employees, representatives, or other such users associated with Lessee.

13. NON-POSSESSORY INTEREST. No permanent or possessory interest shall accrue to Lessee in the leased Premises by reason of this Lease or by exercise of the permission given and Lessee agrees to claim no such interest.

14. GOVERNING LAW AND JURISDICTION. Lessee agrees that in the exercise of its rights under this Lease, Lessee shall comply with all applicable federal, state, county and local laws, and regulations in connection with its use of the leased Premises. The existence, validity, construction, operation and effect of this Lease and all of its terms and provisions shall be determined in accordance with the laws of the State of California. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Lease shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

15. TERMINATION. In addition to the other methods of terminating this Lease, as provided herein, this Lease may be terminated at any time upon thirty (30) days notice in writing to either Party. If this Lease is terminated for failure to perform or a breach of any of the terms, covenants or conditions of this Lease, notice to cure shall first be given to the breaching party and said breaching party shall have ten (10) days in which to cure the default. Should Lessee fail to cure within that ten (10) day period, this Lease shall automatically be terminated.

16. DEFAULT. Upon the failure of Lessee to perform any condition or term required herein, the City shall give written notice of such failure to perform as constituting a default of this Lease. If within ten (10) calendar days Lessee does not correct the failure to the satisfaction of the City, or does not provide a written explanation of Lessee's failure to perform, which explanation must be acceptable to City, this Lease shall then terminate immediately without further notice.

17. ENTIRE AGREEMENT. This Lease embodies the entire agreement between the parties hereto in relation to the subject matter hereof, and no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the parties at the time of execution of this Lease. This Lease may only be modified or amended by the mutual consent of the parties in writing.

18. NOTICES. Service of any notices, bills, invoices or other documents required or permitted under this Lease shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

City

City of Riverside  
Public Works Department  
3900 Main Street  
Riverside, CA 92504  
Phone: (951) 351- 6154  
Fax: (951) 351- 6100

Lease

Riverside Community College District  
Attn: Orin L. Williams, Assoc. Vice Chancellor  
Facilities, Planning Design & Construction  
Riverside Community College System Offices  
3845 Market Street, 3<sup>rd</sup> Floor  
Riverside, CA 92501

19. SEVERABILITY. Each provision, term, condition, covenant, and/or restriction, in whole and in part, in this Lease shall be considered severable. In the event any provision, term, condition, covenant, and/or restriction, in whole and/or in part, in this Lease is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Lease and shall not affect any other provision, term, condition, covenant, and/or restriction, of this Lease and the remainder of the Lease shall continue in full force and effect.

20. PARAGRAPH TITLES. The paragraph titles of this Lease are (i) inserted only for the convenience of the parties, (ii) are not intended to describe, define, limit, or otherwise affect the provisions in the portions of the Lease to which they pertain, and (iii) in no way describe, define, limit, or otherwise affect the scope or intent of this Lease or in any way affect the agreement of the parties set out in this Lease.

21. RESERVATIONS. This Lease is subject to all reservations, restrictions, rights and rights-of-way of record.

22. AUTHORITY. The individuals executing this Lease and the instruments referenced herein each represent and warrant that they have the legal power, right and actual authority to bind their respective parties to the terms and conditions hereof and thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed on the date and year first written above.

CITY OF RIVERSIDE

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

By: \_\_\_\_\_  
City Manager

By \_\_\_\_\_  
James L. Buisse  
Vice Chancellor  
Administration and Finance

ATTEST:

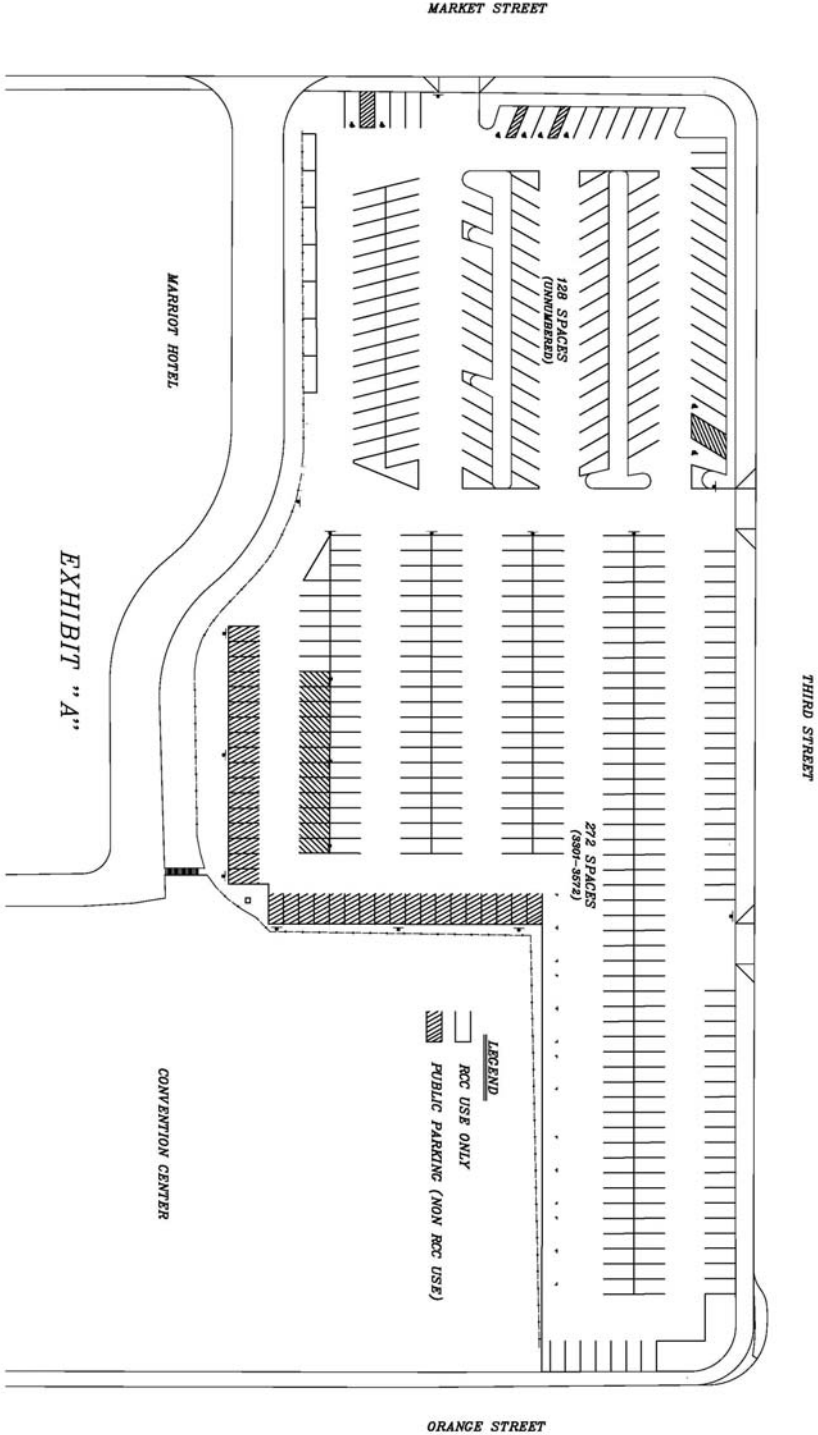
By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Supervising Deputy City Attorney

EXHIBIT "A"

MAP OF PROPERTY/LEGAL DESCRIPTION



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-2

Date: August 18, 2009

Subject: Riverside Nursing/Science Building Project – Design Amendment

Background: On June 20, 2006, the Board of Trustees approved an agreement with GKK Works (GKK) to provide plans, specifications and working drawings for the Nursing/Science Building project at the Riverside City Campus. The agreement also provided for the provision to assign GKK additional services on a negotiated basis. On September 11, 2007, the Board of Trustees approved an amendment with GKK for the development of design and specifications of a site plan layout and special signage, engineering and design services for audio-visual and information technology systems, and design services for development of safety and security systems. On June 17, 2008, the Board of Trustees approved an additional amendment for design services to assess changes required by the California Building Code (2007 CBC) related to structural/mechanical systems and fire/life safety issues.

Staff is now requesting approval to amend the agreement with GKK Works for hazardous materials management services in response to Division of State Architect (DSA) Fire Marshal's Plan review of the Riverside Nursing/Science Building project. Additional services requested involve development of an acceptable hazardous materials management plan for chemicals stored in the new building. The detailed services are described in the attached amendment. The additional amount associated with this amendment is not to exceed \$22,857. The total agreement amount for services with GKK, including all previous amendments, would be \$5,554,116.15 including reimbursable expenses.

To be funded from the Board approved project budget, State Construction Act (Resource 4100) and District Measure "C" Funds (Resource 4160).

Recommended Action: It is recommended the Board of Trustees approve the amendment for hazardous materials management services with GKK Works for the Riverside Nursing/Science Building project in an amount not to exceed \$22,857, and authorize the Vice Chancellor, Administration and Finance, to sign the amendment.

Gregory W. Gray  
Chancellor

Prepared by: Orin L. Williams  
Associate Vice Chancellor, Facilities Planning, Design and Construction

Norm Godin  
Vice President, Business Services Riverside City Campus



AMENDMENT TO AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
GKK WORKS  
(Riverside Nursing/Science Building Project)

This document amends the original agreement between the Riverside Community College District and GKK Works, which was approved by the Board of Trustees on June 20, 2006.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$22,857, including reimbursable expenses. The term of this agreement shall be from the original agreement date of June 21, 2006, to the estimated completion date of September 30, 2012. Payments and final payment shall coincide with original agreement.
- II. The additional scope of work is described 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.

GKK WORKS

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

By: \_\_\_\_\_  
Kris Kay  
Principle of Higher Education  
2355 Main St., Ste. 220  
Irvine, CA 92614

By: \_\_\_\_\_  
James L. Buysse  
Vice Chancellor  
Administration and Finance

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit I

Project: Nursing/Science Building Project  
Riverside City Campus

### Scope of Work:

Additional services to respond to the Division of State Architect (DSA) Fire Marshal's Plan review comments, regarding the Hazardous Materials within the Nursing/Science Building project.

### Task I – Hazardous Materials Management Plan

Based on a chemical inventory list, provided by the Chemistry Department, GKK Works will prepare the following:

1. Building Code review for Hazardous Occupancy, specifically related to the chemicals handled in the Science Building which will determine allowable quantities.
  - a. Designated control areas (on each floor) and occupancy classification statement(s) will be added to plans, based on chemical/code analysis.
  - b. Review with DSA Fire Marshal for State acceptance to occupancy classification and design.
2. Hazardous Materials Management Plan:
  - a. The Hazardous Materials and Waste Management Plan defines the mechanisms for interaction and oversight for controlling biological, chemical, and radiological materials and wastes.
  - b. The Management Plan addresses methods both to identify materials that need special handling and to prescribe processes to minimize the risk of their unsafe use and improper disposal.
  - c. Related policies and procedures are provided to govern activities from receipt to disposal of these hazardous agents. The policies are based on regulatory requirements and are designed to assure compliance with Federal, State, and local regulations.
3. Inventory Statement listing quantity of materials with designated control areas (on each floor) and provisions for safe processes, handling and storage of hazardous materials.
4. State Architect to confirm the Science Building's occupancy classification other than "H" occupancy for the Nursing/Science Building at Riverside Community College District's, Riverside City Campus.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-3

Date: August 18, 2009

Subject: Norco Campus - Soccer Field Project – Design Services Amendment

Background: On December 11, 2007, the Board of Trustees approved a design services agreement with GKK Works (GKK) for the Soccer Field Project on the Norco Campus. GKK design services included development of design, specifications and a project cost estimate for regulation and practice synthetic turf soccer fields and support facilities on the Norco Campus. The project also includes a new parking lot, restrooms/team room/concession facility and landscaping.

Staff is now requesting approval to amend the agreement with GKK for city permit fees, plan check and connection fees paid by the architect on behalf of the District in order to expedite the Norco Campus Soccer Field Project schedule, in addition to printing expenses for copies of plans and other miscellaneous documents pertaining to the project. The amended contract amount with GKK is at a not to exceed amount of \$13,000.

Amendment attached.

To be funded from the Board approved project budget Measure “C” Funds (Resource 4160).

Recommended Action: It is recommended the Board of Trustees approve the amendment with GKK Works for the Soccer Field Project on the Norco Campus in an amount not to exceed \$13,000, and authorize the Vice Chancellor, Administration and Finance, to sign the amendment.

Gregory W. Gray  
Chancellor

Prepared by: Orin L. Williams  
Associate Vice Chancellor  
Facilities Planning, Design and Construction

Norm Godin,  
Vice President, Business Services  
Riverside City Campus (formerly at Norco Campus)

AMENDMENT TO AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
GKK WORKS  
(Norco Campus - Soccer Field Project – Design Services)

This document amends the original agreement between the Riverside Community College District and GKK Works, which was approved by the Board of Trustees on December 11, 2007.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$13,000, including reimbursable expenses. The term of this agreement shall be from the original agreement date of December 12, 2007, to the extended amended date of August 31, 2009. Payments and final payment shall coincide with original agreement.
- II. Additional scope of work includes city permit fees, plan check and connection fees and printing expenses for copies of plans and other miscellaneous documents pertaining to the Norco Campus - Soccer Field Project.

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.

GKK Works

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

By: \_\_\_\_\_

Kris Kay  
Principle of Higher Education  
2355 Main St., Ste. 220  
Irvine, CA 92614

By: \_\_\_\_\_

James L. Buysse  
Vice Chancellor  
Administration and Finance

Date: \_\_\_\_\_

Date: \_\_\_\_\_

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-4

Date: August 18, 2009

Subject: Norco Campus Soccer Field Project - Phase II, Change Order No. 1

Background: On January 27, 2009, the Board of Trustees awarded a contract to CSI Construction to provide general contracting services for the Norco Soccer Field (Phase II) project for work consisting of the following: demolition and clearing of the existing parking lot, construction of a new parking lot, construction of a new concession stand, restrooms, and locker rooms as well as site utilities, landscaping, irrigation, and other site improvements.

Staff is now requesting approval of Change Order No. 1 in the amount of \$63,540 for this project. A description of change order work is noted in the attached Change Order Summary.

To be funded from the Board approved project budget change order contingency, District Measure "C" Funds (Resource 4160).

Recommended Action: It is recommended the Board of Trustees approve Change Order No. 1 for the Norco Soccer Field (Phase II) project in the amount of \$63,540, and authorize the Associate Vice Chancellor of Facilities Planning, Design and Construction to sign the Change Order.

Gregory W. Gray  
Chancellor

Prepared by: Orin L. Williams  
Associate Vice Chancellor  
Facilities Planning, Design and Construction

Norm Godin,  
Vice President, Business Services  
Riverside City Campus (formerly at Norco Campus)

James L. Buysse  
Vice Chancellor  
Administration and Finance

Riverside Community College District  
Facilities, Planning, Design and Construction  
Norco Campus Soccer Field Project - Phase II

CHANGE ORDER SUMMARY

Change Order: 1  
Contractor: CSI Construction

<i>Contract Amount:</i>	\$ 1,292,691.00
<i>Change Order No.1 Amount:</i>	\$ 63,540.00
<i>Revised Contract Sum:</i>	\$ 1,356,231.00
<i>Original Contract Contingency:</i>	\$ 129,269.10
<i>Remaining Contract Contingency:</i>	\$ 65,729.10

Change Order Description:

- Includes all costs to remove stockpiled organic soils that could not be used as fill material from the site to another location on the campus. The relocation includes approximate 100 CY of soil to placed near the child care center and the remainder to be used to build up and grade a fire area of refuge for nearby buildings on the campus. All delays and extended general conditions incurred are included by CSI Construction and their subcontractors. No additional claims for delay shall be allowed.  
*Requested by:* District  
*Accountability:* Unforeseen - poor soil. \$40,272.40
- Includes all costs per RFI# 29 which added an additional length of sewer line, vent pipe, and a trap primer to tie a floor drain to a mop sink. Also added, in the event of failure, a new water check valve was added to dispense water into the floor drain of the maintenance room.  
*Requested by:* Architect  
*Accountability:* Errors & Omissions \$5,071.98
- Includes costs for revised site utilities requested by the City of Norco. The City of Norco added a 3" fire hydrant meter to track the flow at the Norco Campus location. Also, during excavation of the new storm drain line, it was discovered that the existing sewer line was not at the anticipated elevation per record drawings. Due to the minimal clearance between the existing sewer line and new storm drain line, a concrete slurry encasement was required by the City of Norco at the intersection of the two pipes.  
*Requested by:* City of Norco  
*Accountability:* Unforeseen – poor record drawings. \$2,418,32
- Based on the soils report from Wallace Laboratories for the existing soil in the landscape areas, additional soil amendments were required beyond those originally specified. This change includes the costs for furnishings and installing these amendments  
*Requested by:* Landscape Architect  
*Accountability:* Unforeseen – final soil was inferior to that originally tested during design. \$3,333,23

- Includes a modified footing at the retaining wall near the ADA ramp. \$1,564.30  
The footing needed additional reinforcing steel, a starter stem wall, and use of high early strength concrete. The footing revisions and starter stem wall were required per DSA requirements and to coordinate layout with the ADA ramp and existing fire backflow device serving the WEQ buildings. The high early strength concrete was provided to expedite the schedule due to previous delays for the organic soils discovered at the site.  
*Requested by:* Architect  
*Accountability:* Errors and omissions and unforeseen.
  
- Includes all costs to add a pair of 12' wide by 10' high gates \$3,466.64  
at the northwest side of the soccer field fence. The gates will provide additional access for loading and unloading equipment and materials during special events at the field.  
*Requested by:* District  
*Accountability:* None – improves client use of facility.
  
- Includes all irrigation control wires to be placed in a continuous \$5,672.15  
PVC conduit. The conduit was added to provide future access for repairs, protect the wire, or allow easier changes to the irrigation control system. The length of conduit is over 2000 lineal feet. All costs to provide 2" gray PVC conduit and pulling the wire are included.  
*Requested by:* District  
*Accountability:* None – improved life-cycle.
  
- Includes all costs to change 13 door frames from standard masonry \$506.65  
anchor frames to punch and dimple frames. The added cost was for the hand punched holes and hand welded tube anchors. The order for the original door frames had to be put on hold while the requirement for card readers at the doors was being finalized by the campus. Due to the lead time and method of installation for the original frames, the change to punch and dimple frames was necessary.  
*Requested by:* District/Architect  
*Accountability:* None – the increased cost outweighed any potential delay claim to the project.
  
- Due to the advanced age and poor condition of the existing backflow \$1,234.66  
near the WEQ modular buildings, the existing backflow was replaced. Includes all costs to remove the existing backflow, raise the new system approx 18" higher, and install the new backflow.  
*Requested by:* District  
*Accountability:* None – preventative maintenance.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-5

Date: August 18, 2009

Subject: Phase III-Norco/Industrial Technology Project – Material Testing Amendment

Background: On October 17, 2006, the Board of Trustees approved an agreement with ProWest Constructors to provide multiple prime construction management services for the Phase III-Norco Industrial Technology Project. On January 29, 2008, the Board of Trustees approved an agreement with Twining Laboratories to provide special inspection and materials testing services, as needed, during the construction of the Phase III – Norco/Industrial Technology Project. Services included material testing, specialty inspection and alternate material testing.

Staff is now requesting approval to amend the agreement with Twining Laboratories for additional special inspection and materials testing services requested by the District. The additional services are for the precast wall panel fabrication and erection for the Phase III – Norco/Industrial Technology Project. Services related to the precast wall panel construction are described in Exhibit I of the amendment. Some or all of these additional fees may be reimbursed by the pre-cast contractor. The amended amount with Twining Laboratories for additional special inspection and materials testing services for the Phase III – Norco/Industrial Technology Project is not to exceed the amount of \$189,882. The total agreement amount for services with Twining Laboratories, including this amendment, is an amount not to exceed \$450,000, including reimbursable expenses.

Amendment attached.

To be funded from the Board approved project budget State Construction Act Funds (Resource 4100) and Measure “C” Funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve the amendment with Twining Laboratories for additional special inspection and materials testing services for the Phase III – Norco/Industrial Technology Project, in an amount not to exceed \$189,882, and authorize the Vice Chancellor, Administration and Finance, to sign the amendment.

Gregory W. Gray  
Chancellor

Prepared by: Orin L. Williams  
Associate Vice Chancellor, Facilities Planning, Design and Construction

Norm Godin  
Vice President, Business Services  
Riverside City Campus (formerly at Norco Campus)



AMENDMENT TO AGREEMENT  
TWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
TWINING LABORATORIES  
(Phase III – Norco/Industrial Technology Project)

This document amends the original agreement between the Riverside Community College District and Twining Laboratories, which was approved by the Board of Trustees on January 29, 2008.

The agreement is hereby amended as follows:

- I. Compensation for this amended agreement shall not exceed \$189,882, including reimbursable expenses. The term of this agreement shall be from the original agreement date of January 30, 2008, to the estimated project completion date of January 30, 2010.
- II. The additional scope of work is 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.

TWINING LABORATORIES

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

By: \_\_\_\_\_

Steve Pitzer  
Project Manager  
6411 Industrial Avenue, Ste. D  
Riverside, CA 92504

By: \_\_\_\_\_

James L. Buysse  
Vice Chancellor  
Administration and Finance

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit I

Project: Phase III – Norco/Industrial Technology Project  
Twining Laboratories – Material Testing Amendment

Additional Scope of Work to include:

- Material identification and welding inspection of reinforcement and embeds
- Concrete batch plant and quality control inspection
- Field welding inspection during installation of the precast panels

All services performed on a time and material basis in accordance with the schedule of fees in original agreement dated January 30, 2008.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-6

Date: August 18, 2009

Subject: Phase III-Norco/Industrial Technology Project – Change Orders

Background: On October 17, 2006, the Board of Trustees approved an agreement with ProWest Constructors to provide multiple prime construction management services for the Phase III-Norco Industrial Technology Project. On December 11, 2007 the Board of Trustees approved bids for thirty-two (32) construction prime trade contractors for the multiple prime delivery method. The individual contractors would complete construction services throughout the Phase III-Norco/Industrial Technology Project.

Staff is now requesting Board approval of Change Orders for modifications to the Phase III-Norco/Industrial Technology Building Project for the following contractors:

- |  |               |
|--|---------------|
| • Alcal/Arcade Contracting, Inc. (waterproofing)             | \$983.79      |
| • Alcal/Arcade Contracting, Inc. (tile roofing & insulation) | \$46,567.82   |
| • Blazing Industrial Steel, Inc.                             | \$34,768.46   |
| • Budget Electric Contractor, Inc.                           | \$33,899.40   |
| • Dart Engineering Company, Inc.                             | \$(22,966.43) |
| • Donald M. Hoover   | \$7,150.89    |
| • Inland Building Construction Companies, Inc. (elevator)    | \$1,278.96    |
| • Inland Building Construction Companies, Inc. (specialties) | \$(335.47)    |
| • Inland Pacific Tile  | \$874.56      |
| • Southcoast Acoustical Interiors, Inc.                      | \$9,368.16    |
| • Western Rim Constructors, Inc.                             | \$33,964.05   |

A description of change order work is noted in the attached Change Order Summary.

To be funded from the Board approved project budget change order contingency State Construction Act Funds (Resource 4100) and District Measure “C” Funds (Resource 4160).

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-6

Date: August 18, 2009

Subject: Phase III-Norco/Industrial Technology Project – Change Orders (continued)

Recommended Action: It is recommended that the Board of Trustees approve the Change Orders for the Phase III-Norco/Industrial Technology Project for Alcal/Arcade Contracting, Inc.(waterproofing) - \$983.79, Alcal/Arcade Contracting, Inc. (tile roofing & insulation) - \$46,567.82, Blazing Industrial Steel, Inc. - \$34,768.46, Budget Electric Contractor, Inc. - \$33,899.40, Donald M. Hoover - \$7,150.89, Inland Building Construction Companies, Inc.(elevator) – \$1,278.96, Inland Pacific Tile - \$874.56, Southcoast Acoustical Interiors, Inc. – \$9,368.16, Western Rim Constructors, Inc. - \$33,964.05; approve the deductive Change Orders for Dart Engineering Company, Inc. – (\$22,966.43) and Inland Building Construction Companies, Inc.(specialties) – (\$335.47); and authorize the Associate Vice Chancellor of Facilities Planning, Design and Construction to sign the Change Orders.

Gregory W. Gray  
Chancellor

Prepared by: Orin L. Williams  
Associate Vice Chancellor  
Facilities Planning, Design and Construction

Norm Godin,  
Vice President, Business Services  
Riverside City Campus (formerly at Norco Campus)

Riverside Community College District  
 Facilities, Planning, Design and Construction  
 Phase III-Norco/Industrial Technology Project

CHANGE ORDER SUMMARY

Change Order: 1  
 Contractor: Alcal/Arcade Contracting, Inc. (waterproofing)

<i>Contract Amount:</i>	\$	37,885.00
<i>Change Order No.1 Amount:</i>	\$	983.79
<i>Revised Contract Sum:</i>	\$	38,868.79
<i>Original Contract Contingency:</i>	\$	3,788.50
<i>Remaining Contract Contingency:</i>	\$	2,804.71

Change Order Description: Install metal block-outs and waterproofing on second floor deck. \$983.79  
 The concrete deck called for a block out for precast connections, the waterproofing contractor fabricated and installed metal that would cover this gap to completely seal and waterproof the deck.  
*Requested by:* District/CM  
*Accountability:* Backcharge to HP Construction

Change Order: 1  
 Contractor: Alcal/Arcade Contracting, Inc. (tile roofing & insulation)

<i>Contract Amount:</i>	\$	532,190.00
<i>Change Order No. 1 Amount:</i>	\$	46,567.82
<i>Revised Contract Sum:</i>	\$	578,757.82
<i>Original Contract Contingency:</i>	\$	53,219.00
<i>Remaining Contract Contingency:</i>	\$	6,651.18

Change Order Description: Repair rigid insulation and cap sheet removed by HP Construction & Management during the precast installation to access connections. This is a backcharge for lack of field coordination required per the contract documents. \$15,521.55  
*Requested by:* District/CM  
*Accountability:* Backcharge to HP Construction

Fill holes on top of precast panels used for lifting panels. \$2,795.86  
 The Tremco representative required these holes be filled prior to terminating the waterproof Hypo Liner.  
*Requested by:* District  
*Accountability:* Errors & Omissions

Furnish and Install roofing membrane from the deck to the top of parapet wall. The drawings called for stucco finish on the inside of the parapet wall, the roofing manufacturer recommended the membrane continue up the entire wall to prevent water penetration under the roof. \$8,921.62

*Requested by:* District

*Accountability:* Possible Errors & Omissions

Fabricate and Install custom roof drain liners from Hypalon material. The Tremco representative would not approve the installation per the construction documents nor provide a warranty unless subcontractor changed the installation of the Hypalon material as it terminated at the roof drains. \$5,425.03

*Requested by:* District

*Accountability:* Errors & Omissions

Change installation of Hypalon material along rake wall and gutter/precast face. Existing building on campus have experienced many leaks over the years with installation shown in the contract drawings. Tremco has been working on the existing buildings to remedy the issue where the precast meets the roof edge. The proposed details meet the requirements from Tremco for warranty and provide a leak-proof roofing system as required. \$13,903.76

*Requested by:* District

*Accountability:* Errors & Omissions

Change Order: 4

Contractor: Blazing Industrial Steel, Inc. (structural steel & metal deck)

<i>Contract Amount:</i>	\$ 2,849,000.00
<i>Change Order No.1 Amount:</i>	\$ 126,612.80
<i>Change Order No.2 Amount:</i>	\$ 78,845.46
<i>Change Order No.3 Amount:</i>	\$ 22,532.44
<i>Change Order No.4 Amount:</i>	\$ 34,768.46
<i>Revised Contract Sum:</i>	\$ 3,111,759.16

*Original Contract Contingency:* \$ 284,900.00

*Remaining Contract Contingency:* \$ 22,140.84

Change Order Description:

Add W12x19 beam at second floor platform adjacent to northwest stair and W12x19 outrigger beam. Added push/pull connection for precast support. \$3,236.82

*Requested by:* PreCast Contractor/Engineer

*Accountability:* Possible Errors & Omissions

Relocate out looker beam at gridline E/1 per RFI 241. The precast engineer requested that the bearing out-looker be installed below the finished floor, the contract documents showed the out-looker above finished floor. \$1,004.21

*Requested by:* PreCast Contractor/Engineer

*Accountability:* Errors & Omissions

Install missing outriggers per bulletin no. 6, to add additional outriggers to support the precast concrete panels, when bulletin no. 6r was issued, it stated that "This Bulletin 6r supersedes and replaces Bulletin 6", however the precast concrete designer was still designing panels according to what was issued in Bulletin No. 6, bulletin no. 6r should have revised bulletin 6 and not replaced it. The contractor performed the work according to bulletin no. 6r, when layout began for the precast, it was discovered that the outriggers were missing. This change is to add the missing outriggers.

\$18,756.53

*Requested by:* Architect/Structural Engineer  
*Accountability:* CM Coordination/Errors & Omissions

Furnish and Install additional outrigger per RFI 173. Additional precast support.

\$1,915.92

*Requested by:* Precast Constructor/Engineer  
*Accountability:* Errors & Omissions

Furnish and install one additional outrigger at gridlines A/1 at 5'-9" above second floor, (10) ten additional plate outriggers along gridline A at each pair of pop out columns at 5'-9" above second floor and (2) two additional plate outriggers at gridline A/13 and A/16 at 5'-9" above second floor.

\$9,854.98

*Requested by:* Precast Design Engineer  
*Accountability:* Errors & Omissions

Change Order: 2  
 Contractor: Budget Electric Contractors, Inc.

<i>Contract Amount:</i>	\$ 3,890,000.00
<i>Change Order No.1 Amount:</i>	\$ 44,911.49
<i>Change Order No.2 Amount:</i>	\$ 33,899.40
<i>Revised Contract Sum:</i>	\$ 3,968,810.89
<i>Original Contract Contingency:</i>	\$ 389,000.00
<i>Remaining Contract Contingency:</i>	\$ 310,189.11

Change Order Description:  
 Add 120 volt circuits for controls at split units and A/C unit located in the greenhouse. The drawings did not show these circuits.

\$6,665.63

*Requested by:* Architect  
*Accountability:* Errors & Omissions

Add wall and floor penetrating sleeves per RFI 242. There were not enough sleeves noted on the drawings to accommodate the amount of CAT6A cable specified.

\$4,527.19

*Requested by:* District  
*Accountability:* Errors & Omissions

Purchase material only for replacement Wiremold 2A Dual Unloaded AMP Modules. The specified jack did not comply with the specified wire containment. <i>Requested by:</i> Architect/IT Consultant <i>Accountability:</i> Possible Errors & Omissions	\$608.56
Change specified wire containment to Wiremold Evolution 6AT series combination poke-thru device at meeting rooms S208, S237 and S238. This includes coring a larger hole thru concrete deck. The meeting rooms will now be able to control AV components from the meeting room table. <i>Requested by:</i> District <i>Accountability:</i> To enhance the Instructional Program.	\$3,759.07
Premium rates paid to recover schedule due to precast delays. Due to the delays caused by HP Construction during the installation of the precast panels, many of the previously installed data jacks were removed for access to the precast connections. <i>Requested by:</i> District/CM <i>Accountability:</i> A backcharge to HP Construction	\$10,827.39
Install conduit for 2 existing emergency phones. The existing phones located across from the project site no longer had power and was temporarily relocated with temporary power during the course of construction, during the completion of site work, Budget Electrical Contractors ran a new conduit pathway for the new location of these emergency phones. <i>Requested by:</i> District/CM <i>Accountability:</i> District repair and improvement.	\$2,273.47
Provide 120 Volt circuit to Air Compressor Dryer. Per Bulletin No. 17, the District upgraded the air compressor to accommodate additional usage. The new compressor included an air dryer which requires a dedicated circuit that was not included in Bulletin No. 17. <i>Requested by:</i> District <i>Accountability:</i> To enhance the Instructional Program.	\$418.82
Connect low voltage cable from ADA switch to automatic door Opener. The door contractor refused to perform this work as per its contract. <i>Requested by:</i> District/CM <i>Accountability:</i> A backcharge to Inland Building Companies.	\$322.82
Relocate two disconnects in the Humanities Building. Two existing disconnects for the battery backup system were located where the new 400 pair cable was to terminate. The disconnects were moved and re-connected to the battery backup system to make space. <i>Requested by:</i> District <i>Accountability:</i> Unforeseen/Poor coordination	\$2,981.66



Add grounding to Conductile at MDF and IDF Rooms. \$86.96  
 Bulletin No. 3 changed the type of flooring in these rooms  
 to Conductile requiring a ground wire be added.  
*Requested by:* District  
*Accountability:* Errors and Omissions

Revise new circuit for specified HAWS Drinking \$1,427.83  
 Fountain to accommodate newly specified "Elkay"  
 VRCTL8SC drinking fountain at three locations.  
 The Campus was in the process of changing out all existing  
 campus drinking fountains a different new model which offers  
 the ability to change water filters and provide cold water.  
*Requested by:* Campus/District  
*Accountability:* To improve facility maintenance.

Change Order: 1  
 Contractor: Daart Engineering Company, Inc.

<i>Contract Amount:</i>	\$ 210,809.00
<i>Change Order No.1 Amount:</i>	\$ (22,966.43)
<i>Revised Contract Sum:</i>	\$ 187,842.57
<i>Original Contract Contingency:</i>	\$ 21,080.90
<i>Remaining Contract Contingency:</i>	\$ 21,080.90

Change Order Description: \$1,537.86  
 Provide sprinklers at new soffit in Room N107 per  
 Bulletin No. 17 (DSA approved FCD 7) and DSA approved  
 sprinkler drawings. Sprinklers required per code at soffit  
 areas.  
*Requested by:* District  
*Accountability:* To enhance the space.

Furnish and install a tamper switch for PIV (post indicating \$495.71  
 valve) system per DSA approved "deferred approval sprinkler  
 drawings." The tamper switch alerts the fire alarm system in  
 the event that the fire sprinklers are shut off by  
 unauthorized persons.  
*Requested by:* District/CM  
*Accountability:* Errors & Omissions/CM Coordination

Remove Allowance from Contract. (\$25,000)  
*Requested by:* District  
*Accountability:* Allowance not used.

Change Order: 2  
 Contractor: Donald H. Hoover

<i>Contract Amount:</i>	\$ 183,000.00
<i>Change Order No.1 Amount:</i>	\$ 1,097.00
<i>Change Order No.2 Amount:</i>	\$ 7,150.89
<i>Revised Contract Sum:</i>	\$ 191,247.89
<i>Original Contract Contingency:</i>	\$ 18,300.00
<i>Remaining Contract Contingency:</i>	\$ 10,052.11

Change Order Description:

Provide Armstrong Standard Excelon Vinyl Composition Tile in lieu of Nora Rubber Flooring. The concrete slab could not achieve the moisture vapor standard per the manufacturers requirements. (\$9,492.72)  
*Requested by:* District  
*Accountability:* Unforeseen

Provide Mannington M-Guard 718 Ultra Premium Carpet Adhesive in lieu of Mannington 711 adhesive. The M-guard will allow up to 6 pounds of moisture versus the 3 pounds. The concrete slab was unable to reach moisture vapor standard set by the manufacturer. \$4,832.44  
*Requested by:* District  
*Accountability:* Unforeseen

Furnish and install carpet tile in rooms E104 and E105. The original drawings called for concrete floors in these rooms. The campus requested that these two room receive carpet due to the change of curriculum. \$11,811.17  
*Requested by:* District  
*Accountability:* To improve the Instructional Program.

Change Order: 1  
 Contractor: Inland Building Construction Companies, Inc. (elevator)

<i>Contract Amount:</i>	\$ 146,900.00
<i>Change Order No.1 Amount:</i>	\$ 1,278.96
<i>Revised Contract Sum:</i>	\$ 148,178.96
<i>Original Contract Contingency:</i>	\$ 14,690.00
<i>Remaining Contract Contingency:</i>	\$ 13,411.04

Change Order Description:

Elevator Service Call. The elevator was scheduled be used by the District for moving in furniture on the dates scheduled according to the master project schedule. Budget Electric Contractor, Inc. scheduled to do fire alarm testing that day, which stops the elevator. To override the elevator, when the testing was complete, the elevator was still on fire override and locked the system out. This may be a backcharge to Budget Electrical Contractors, Inc. \$1,278.96

*Requested by:* District/CM  
*Accountability:* Backcharge to contractor.

Change Order: 2  
Contractor: Inland Building Construction Companies, Inc. (specialties)

<i>Contract Amount:</i>	\$	112,000.00
<i>Change Order No.1 Amount:</i>	\$	1,769.63
<i>Change Order No.2 Amount:</i>	\$	<u>(335.47)</u>
<i>Revised Contract Sum:</i>	\$	113,434.16
<i>Original Contract Contingency:</i>	\$	11,200.00
<i>Remaining Contract Contingency:</i>	\$	9,765.84

Change Order Description:  
Backcharge from for wall repair. A tack board was installed (\$335.47)  
on the incorrect wall and was removed which damaged the wall,  
therefore the wall was repaired.  
*Requested by:* District/CM  
*Accountability:* Backcharge to damaged contractor.

Change Order: 1  
Contractor: Inland Pacific Tile

<i>Contract Amount:</i>	\$	119,000.00
<i>Change Order No.1 Amount:</i>	\$	<u>874.56</u>
<i>Revised Contract Sum:</i>	\$	119,874.56
<i>Original Contract Contingency:</i>	\$	11,900.00
<i>Remaining Contract Contingency:</i>	\$	11,025.44

Change Order Description:  
Re-install ceramic tile in men's and women's restrooms. Areas \$874.56  
were left undone in order to access precast connection points per  
the layout by HP Construction & Management Inc., however during  
the installation of the precast panels, additional areas were demolished  
for added access.  
*Requested by:* District/CM  
*Accountability:* Backcharge to HP Construction

Change Order: 2  
 Contractor: Southcoast Acoustical Interiors, Inc.

<i>Contract Amount:</i>	\$	122,500.00
<i>Change Order No.1 Amount:</i>	\$	117.12
<i>Change Order No.2 Amount:</i>	\$	9,368.16
<i>Revised Contract Sum:</i>	\$	131,985.28

<i>Original Contract Contingency:</i>	\$	12,250.00
<i>Remaining Contract Contingency:</i>	\$	2,464.72

Change Order Description:

Repair t-bar ceiling and replace tiles after precast installation. The ceiling tile was damaged and/or removed during precast installation. <i>Requested by:</i> District/CM <i>Accountability:</i> Backcharge to HP Construction	\$3,945.02
Repair and replace ceiling tile and t-bar at east building. Trade damage from Budget Electrical Contractors performing work above ceiling after ceiling tile was 100% complete. <i>Requested by:</i> District/CM <i>Accountability:</i> Backcharge to Budget Electrical Contractors, Inc.	\$5,423.14

Change Order: 3  
 Contractor: Western Rim Constructors, Inc.

<i>Contract Amount:</i>	\$	396,235.00
<i>Change Order No.1 Amount:</i>	\$	1,692.13
<i>Change Order No.2 Amount:</i>	\$	3,385.53
<i>Change Order No.3 Amount:</i>	\$	33,964.05
<i>Revised Contract Sum:</i>	\$	435,276.71

<i>Original Contract Contingency:</i>	\$	39,623.50
<i>Remaining Contract Contingency:</i>	\$	581.79

Change Order Description:

Remove temporary dirt access ramp used during construction for access to site and courtyard area. Due to the elevation of the service road and elevation of the site, a dirt access ramp was created, once the project was complete, the ramp was removed. <i>Requested by:</i> District/CM <i>Accountability:</i> CM Coordination	\$4,739.77
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Provide mounded concrete over precast connections below grade per DSA approved "precast deferred approval plans." DF Perez Construction, was not available to complete this work quickly to keep the project and site work advancing, Western Rim was contracted to do so and continue their work without delay.

\$1,437.94

*Requested by:* District/CM

*Accountability:* A credit will be provided from DF Perez for this scope of work.

Overtime premiums paid for Saturday work to finish the project timely. This is a direct result from the delays caused by HP Construction during the precast design and installation.

\$1,276.12

*Requested by:* District/CM

*Accountability:* Additional cost backcharged to HP Construction

Grade the service drive area and fill in erosion on slope, final rough grade of landscaped areas. The scope of work directs this contractor to perform this final grading against an allowance included within their contract. The allowance for this contractor was utilized on Change Order 001 to Western Rim Constructors.

\$8,312.74

*Requested by:* District/CM

*Accountability:* Unforeseen

Credit for West Parking Lot. The West Parking Lot was to be re-configured per this contract, when the Student Support Center was being designed, ProWest discovered that this new work would be later demolished during construction of the Student Support Center Project. A credit for this work, is requested for work to be completed under Student Support Center contracts.

(\$13,297.00)

*Requested by:* District/CM

*Accountability:* Credit for duplicated work-unforeseen.

Install concrete at South Building. The existing concrete was removed during the installation of the communication conduits and Budget Electrical Contractors temporarily repaired this area cold patch and not the concrete that was removed. The campus was scheduled to occupy the building. Budget Electrical Contractors was requested to replace the concrete, after many days of delay and waiting for Budget Electrical Contractors but took no action. Western Rim Constructors, Inc. was then directed to perform this work on a time and material basis.

\$20,487.12

*Requested by:* District/CM

*Accountability:* Backcharge to Budget Electrical Contractors, Inc.

Remove previously installed forming material, install precast embeds and, replace forming around new rebar. DF Perez had installed the forming material for the curb along the 2nd floor walkway per schedule. Bulletin No. 24 was issued, adds precast embeds along Gridline G at the 2nd floor deck. In order for DF Perez to install these four feet long embeds, the only option was to remove the forming material, place the embeds and re-install the forming. This was done on a time and material basis. This work was sub-contracted to DF Perez. DF Perez is the cast-in-place concrete contractor for the project, but any additional contract work would have exceeded their ten percent change order limit.

\$8,564.84

*Requested by:* Archiect

*Accountabiliy:* Errors & Omissions

Premium Rates paid to DF Perez to work on Saturday to prepare second floor walkway for the topping slab. The second floor walkway deck elevation was incorrect, and drawings called for a drainage mat to be installed. Once installed the deck was to high and all the drainage mat had to be removed and reinforcement replaced. It was crucial to the project schedule that the repair occur before the following Monday so other trades could gain access to classrooms and complete their work. This work was sub-contracted to DF Perez to expedite the work over the weekend. DF Perez is the cast-in-place concrete contractor for the project, but any additional changes would have exceeded their ten percent change order limit.

\$2,442.52

*Requested by:* District/CM

*Accountabiliy:* Possible Errors & Omissions/Backcharge to HP Construction

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-7

Date: August 18, 2009

Subject: West End Quad Emergency Electrical Service Repair Project (Norco Campus) –  
Budget Approval - Resolution No. 2-09/10

Background: On March 20, 2007, the Board of Trustees approved the District Modular Projects and Measure C funding for the Moreno Valley, Norco, Riverside City Campus' and the Ben Clark Public Safety Training Center (BCTC). The District Modular Projects consisted of the distribution of modular units from the Lovekin Complex and the purchase of additional units, for the three campuses and BCTC. On June 17, 2008, the Board of Trustees approved the notice of completion for the District Modular Project – Moreno Valley and Norco Campus.

The site of the modular units on the Norco Campus is now called the “West End Quad” and is located west of the campus, between the soccer field and parking lot “C.” Recently, on July 13, 2009, the power failed at the portable classroom complex (modular units) and prevented use of W-1 through W-9 classrooms. Subsequent investigation revealed the electrical service was installed improperly, and in such a manner that certain wiring bypassed a failed transformer and overloaded the remaining circuits.

As permitted under Public Contract Code 20654, the District may authorize, in lieu of formal bidding, the initiation of emergency repairs to continue use of these classrooms. Public Contract Code reads as follows:

20654. (a) In an emergency when any repairs, alterations, work, or improvement is necessary to any facility of the college, *or to permit the continuance of existing college classes*, or to avoid danger to life or property, the board by unanimous vote, with the approval of the county superintendent of schools, may do either of the following:

- 1) Make a contract in writing or otherwise on behalf of the district for the performance of labor and furnishing of materials or supplies for the purpose without advertising for bids.

Staff is now requesting the Board of Trustees declare an emergency due to the conditions stated above for the repair and replacement of the electrical service for the West End Quad at the Norco Campus, approve funding for the West End Quad Emergency Electrical Service Repair Project in an amount not to exceed \$50,000 to cover the cost of preparing plans and specifications, fees and permits, and to execute the work. Additionally, it is requested the Board of Trustees approve the attached Resolution No. 2-09/10 authorizing the emergency repairs.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-7

Date: August 18, 2009

Subject: West End Quad Emergency Electrical Service Repair Project (Norco Campus) –  
Budget Approval - Resolution No. 2-09/10 (continued)

To be funded from Measure “C” Funds (Resource 4160)

Recommended Action: It is recommended that the Board of Trustees declare an emergency exists for the repair and replacement of the electrical service and approve funding for the West End Quad Emergency Electrical Service Repair Project at the Norco Campus in an amount not to exceed \$50,000 from Measure “C” Funds, and approve Board Resolution No. 2-09/10 authorizing the emergency repairs to the West End Quad at the Norco Campus.

Gregory W. Gray  
Chancellor

Prepared by: Orin L. Williams  
Associate Vice Chancellor  
Facilities Planning, Design and Construction

Gaither Lowenstein  
Vice President, Educational Services  
Norco Campus



RIVERSIDE COMMUNITY COLLEGE DISTRICT

Resolution No. 2-09/10

Resolution of the Board of Trustees of the Riverside Community College District  
Authorizing Emergency Repairs to the  
West End Quad Building Electrical Service Repair Project  
at the Norco Campus

WHEREAS, Riverside Community College District (RCCD) is the owner of the West End Quad on the Norco Campus;

WHEREAS, Riverside Community College District discovered that electrical service in the West End Quad was in a dangerous and unsafe condition;

WHEREAS, the Board of Trustees of the Riverside Community College District has determined that the above condition constitutes a danger to life and property; and

WHEREAS, Public Contract Code Section 20654 (a) (1) authorizes community colleges, with the approval of the County Superintendent of Schools, to make a contract on behalf of the District for the performance of labor and furnishing of materials or supplies without advertising for or inviting bids in the event of an emergency which prevents the continuance of existing college classrooms, or in order to avoid danger to life and property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Riverside Community College District as follows:

Section 1: The Board of Trustees of the Riverside Community College District hereby declares that a danger to life and property exists at the West End Quad on the Norco Campus which will prevent classroom use.

Section 2: The Vice Chancellor, Administration and Finance of Riverside Community College District, or designee, is authorized to seek the approval of the County Superintendent of Schools to make the necessary contracts without advertising or inviting bids to avoid danger to life and property from this condition and to continue classroom use.

This is an exact copy of the resolution  
Adopted by the governing board at  
a regular meeting on August 18, 2009.

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Gregory W. Gray  
Chancellor

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
PLANNING COMMITTEE

August 11, 2009–6:45 p.m. (or immediately following the conclusion  
of the Teaching and Learning Board Committee Meeting)  
Student Services 101, Moreno Valley

Committee Members: Janet Green, Committee Chairperson  
Mary Figueroa, Vice Chairperson  
Ray Maghroori, Vice Chancellor, Academic Affairs  
Kristina Kauffman, Associate Vice Chancellor, Institutional  
Effectiveness  
Doug Beckstrom, Academic Senate Representative,  
(Moreno Valley)  
Lee Nelson, Academic Senate Representative (Riverside)  
Tom Wagner, Academic Senate Representative  
(Norco)  
Meghan Skaggs, ASRCCD Student Representative  
Israel Landa, ASRCCD Student Representative  
Edd Williams, CTA Representative (Moreno Valley)  
Joe Eckstein, CTA Representative (Norco)  
Mark Carpenter, CTA Representative (Riverside)  
Gustavo Segura, CSEA Representative (Moreno Valley)  
Ginny Haguewood, CSEA Representative (Riverside)

AGENDA

VI. Board Committee Reports

C. Planning

1. Moreno Valley Phase III - Student Academic Services Facility – Design Amendment  
- The Committee to review an amendment with WWCOT Architecture to provide additional design services.
2. Riverside Aquatics Complex – Fire Sprinkler System  
-The Committee to consider the award of a bid to Daart Engineering Company, Inc. but proceed with the Shop Drawings Only portion at this time.
3. Update on Nursing/Science Building Construction  
- The Committee to be presented with an update on the Nursing Science building.
4. Comments from the public.

Adjourn

Prepared by: Naomi Foley  
Administrative Assistant, Academic Affairs

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-1

Date: August 18, 2009

Subject: Moreno Valley Phase III - Student Academic Services Facility – Design  
Amendment

Background: On March 21, 2006, the Board of Trustees approved an agreement with WWCOT Architecture to provide preliminary plans and working drawings for the Moreno Valley Phase III Student Academic Services Facility project. On January 29, 2008, the Board approved an amendment with WWCOT Architecture for additional work not included in the original agreement inclusive of design change to pre-cast concrete, interior palette, materials board, central plant study, full service cafeteria food service design and project update meetings requested by the District. The agreement as amended includes a total compensation of \$775,152.65, paid by Measure “C” Funds.

Staff is now requesting approval to amend further the agreement with WWCOT Architecture to provide for additional design services requested by the District. The additional services include code update, adjacency and floor plan design changes, exterior design changes, design work to meet Leadership in Energy and Environmental Design (LEED) certification, a central plant expansion study and a revised cost estimate. The amended agreement amount with WWCOT Architecture will not exceed \$159,850 including reimbursable expenses. These revisions will be reimbursed primarily from State funds to be authorized upon successful passage of the next State-wide Facility Bond.

To be funded from the Board approved project budget Measure “C” Funds (Resource 4160) and State Construction Act Funds (Resource 4100).

Recommended Action: It is recommended that the Board of Trustees ratify the amendment with WWCOT Architecture for the Moreno Valley Phase III Student Academic Services Facility project in an amount not to exceed \$159,850 and authorize the Vice Chancellor, Administration and Finance, to sign the amendment.

Gregory W. Gray  
Chancellor

Prepared by: Orin L. Williams  
Associate Vice Chancellor, Facilities Planning, Design and Construction

Reagan Romali  
Vice President, Business Services Moreno Valley Campus

AMENDMENT TO AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
WWCOT ARCHITECTURE  
(Moreno Valley Phase III – Student Academic Services Facility)

This document amends the agreement between the Riverside Community College District and WWCOT Architecture, which was approved by the Board of Trustees on March 21, 2006 and amended on January 29, 2008.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$159,850, including reimbursable expenses. The term of this agreement shall be from the original agreement date of March 22, 2006, to the estimated project completion date of July 31, 2012. Payments and final payment shall coincide with original agreement.
- II. The 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.

WWCOT Architecture

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

By: \_\_\_\_\_

Dennis T. Tanida, AIA  
Partner  
4280 Latham St., Ste. H  
Riverside, CA 92501

By: \_\_\_\_\_

James L. Buysse  
Vice Chancellor  
Administration and Finance

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit I

Project: Moreno Valley Phase III – Student Academic Services Facility  
WWCOT Architecture - Design Amendment

Additional Scope of Work to include:

### 1.0 Code Update

- Research the 2007 CBC and provide an analysis of any design changes that are now required due to the change in the building code.
- Assess architectural, fire/life safety, and exiting systems per the new code.
- Assess structural design based on new code requirements.
- Assess mechanical, plumbing and electrical systems based on the new code requirements.
- Update the drawings to incorporate all of the code required changes to the existing 50% construction documents level.
- Revise all structural calculations to meet 2007 CBC.
- Revise all MEP Title 24 calculations to meet 2007 CBC.

### 2.0 Programming and Floor Plan Design Changes

- Meet with designated User Group representatives to re-analyze the program elements of the building.
- Provide updated program data sheet with space, function and square footages.
- Conduct workshop presentation to confirm new space layouts for new administrative spaces proposed for the third floor.
- Analyze the second floor to meet the new requirements for classroom space and ancillary uses. We anticipate half of the floor plan will change.
- The first floor plan including the cafeteria plan is assumed to remain as currently designed and no changes are anticipated.
- The basic building footprint will remain the same with no changes to the core elements or its locations.
- Review and re-design interior finishes per input from designated User Group representatives.
- Update drawings to incorporate all of the changes directed from the program design change exercise to the existing 50% construction documents level.

### 3.0 Exterior Design Changes

- Review current exterior design with District representatives.
- Analyze the exterior façade to incorporate additional windows.
- Remove precast concrete from the exterior design and replace with cement plaster exterior.
- Revise structural system to incorporate new façade loading and additional windows.

- Revise Title 24 calculations for the new exterior design.
- Analyze the exterior design to meld further with the existing buildings and proposed new buildings on campus.
- Update drawings to incorporate all of the changes directed from the exterior design change exercise to the 50% CD level.

#### 4.0 LEED Certification (Equivalent)

- Analyze the existing design to verify the level of LEED certification the building can achieve using the LEED NC-V2.2 checklist.
- Assist District in determining what other areas can be pursued to gain additional LEED points.
- Once a determination is made that the building can achieve equivalent LEED certification, WWCOT will submit a proposal to prepare documentation required by District.

#### 5.0 Central Plant Expansion Study/Recommendations

- Analyze and develop a report on the current capacity of the existing central plant in relationship to our building.
- Provide an opinion of probable cost for the central plant upgrade.
- Provide analysis of payback on investment.
- It is assumed that the most recent central plant systems retrofit was an in kind replacement to the equipment, and not an upgrade or increase to the systems capacity.
- Once a determination is made by the District as to what upgrades will be implemented in the central plant, WWCOT will submit a proposal for that specific scope of work, if requested.

#### 6.0 Cost Estimate

- Prepare a statement of probable construction cost of the revised 50% construction documents.

#### Compensation:

WWCOT Architecture's fixed fee for the above listed scope of work is One Hundred Fifty Two Thousand One Hundred Fifty Dollars (\$152,150) plus reimbursable expenses of Seven Thousand Seven Hundred Dollars (\$7,700). Detail of fee's are listed below:

1.0	Code Update	
	Analysis and Report	\$ 10,775
	Drawing Update and Implementation	\$ 45,135
2.0	Programming and Floor Plan Design Changes	
	Analysis, Design Options and Meetings	\$ 13,600
	Drawing Update and Implementation	\$ 24,610

3.0	Exterior Design Changes	
	Analysis, Design Options and Meetings	\$ 15,840
	Drawing Update and Implementation	\$ 24,600
4.0	LEED Certification Equivalent	
	Analysis and Recommendations	\$ 3,840
5.0	Central Plant	
	Analysis, Studies and Report	\$ 6,850
6.0	Cost Estimate	\$ 6,900

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-2

Date: August 18, 2009

Subject: Riverside Aquatics Complex – Fire Sprinkler System

Background: On September 11, 2007, the Board of Trustees approved the expenditure of \$5,000,000 from Measure “C” funds and the development of a joint use agreement relative to a proposed Aquatics Complex on Riverside City College. In December 2008, plans for the Aquatics Complex were submitted to the Division of State Architect (DSA) for review and approval. A status report of the Aquatics Complex project was presented to the Board on March 17, 2009 at which time the Board discussed whether to move forward with the project and current schedule or to modify the schedule to allow time to seek additional funding from private sources. After discussion, the Board authorized staff to proceed with the bid process once plans were approved by DSA and to present bid results to the Board of Trustees for review and consideration.

On July 23, 2009, the District received four (4) bids in response to an Invitation to Bid solicitation for the Riverside Aquatics Complex Project – Fire Sprinkler System. The Fire Sprinkler System package includes an entire building sprinkler system for both occupied spaces as well as for pool chemical storage. DSA also requires a “deferred approval” submission to approve the system’s shop drawings prior to certain construction activities. Bid results were as follows:

<u>Contractor</u>	<u>Business Location</u>	<u>Base Bid</u>
Daart Engineering Company, Inc.	San Bernardino	\$157,218
JG Tate Fire Protection System, Inc.	Poway	\$177,777
Qualco Fire Protection	Santa Fe Springs	\$187,900
Fischer, Inc.	San Bernardino	\$230,000

After review by the District and the construction manager, Tilden-Coil Constructors, it was determined that the apparent lowest bidder was four percent below the original estimate. References for Daart Engineering Company, Inc. were checked by the construction manager and were found to be satisfactory. Staff therefore recommends awarding the bid to Daart Engineering Company, Inc. for the total bid amount of \$157,218.

However, staff recommends issuing a notice to proceed for the “Shop Drawings Only” portion of the bid at this time (amount not to exceed \$5,000). Preparation of these sprinkler drawings for DSA will allow the project to remain on schedule should the Board of Trustees subsequently approve construction bids for the Riverside Aquatics Complex project. Failure to secure DSA approval prior to installation of the sprinklers or chemicals for water purification could result in the project being “red tagged” by DSA and all work being stopped. Should that occur, the District would be responsible for all delay claims.



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-2

Date: August 18, 2009

Subject: Riverside Aquatics Complex – Fire Sprinkler System (continued)

If the Board of Trustees decides not to build the project, the District would stop the contract at the “Shop Drawing” phase and not pay the remainder of the base bid of \$157,218. Once the District receives DSA approval, the remainder of the project bids will be solicited, and the bid results for the project will then be presented to the Board of Trustees for its review and consideration.

Lastly, if the Riverside Aquatics Complex Project is approved by the Board of Trustees to move forward into construction, a notice to proceed for the remaining work on the Fire Sprinkler System with Daart Engineering Company, Inc. will be processed.

To be funded by the Board approved project budget.

Recommended Action: It is recommended that the Board of Trustees approve the award of bid for the Riverside Aquatics Complex Project – Fire Sprinkler System to Daart Engineering Company, Inc. for the total bid amount of \$157,218, but authorize issuance only of a notice to proceed for the “Shop Drawings Only” portion of the bid at this time, not to exceed \$5,000, with the remainder of the contract work proceeding only upon the Board’s authorization to proceed with construction of the project.

Gregory W. Gray  
Chancellor

Prepared by: Orin L. Williams  
Associate Vice Chancellor  
Facilities Planning, Design and Construction

James L. Buysse  
Vice Chancellor  
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-3

Date: August 18, 2009

Subject: Update on Nursing/Science Building Construction

Background: Presented for the Board's information is a presentation by GKK Works and Barnhart architects on the bid, design, and building process of the Nursing Science building

Information Only.

Gregory W. Gray  
Chancellor

Prepared by: Jan Muto  
President, Riverside City College

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
GOVERNANCE COMMITTEE MEETING  
August 11, 2009 - 7:15 p.m. (or immediately following the conclusion  
of the Planning Board Committee Meeting)  
Student Services 101, Moreno Valley Campus

Committee Members: Mary Figueroa, Committee Chairperson  
Mark Takano, Vice Chairperson  
Gregory Gray, Chancellor  
Chris Carlson, Chief of Staff/Executive Assistant to the  
Chancellor  
Doug Beckstrom, Academic Senate Representative  
(Moreno Valley Campus)  
Richard Mahon, Academic Senate Representative  
(Riverside)  
Deborah Tompsett-Makin, Academic Senate Representative  
(Norco)  
Anette Guldhammer, CTA Representative (Moreno Valley)  
Dariush Haghighat, CTA Representative (Riverside)  
Mark Sellick, CTA Representative (Riverside)  
Gustavo Segura, CSEA Representative (Moreno Valley)  
Richard Goldstein, CSEA Representative (Riverside)  
Steven Bishop, ASRCCD Student Representative

AGENDA

VI. Board Committee Reports

D. Governance Committee

1. Revised and New Board Policies – First Reading  
- The Committee will review Board Policies 3505C, 3551, 3570,  
4250, 5110, and 7232.
2. Comments from the public.

Adjourn

Prepared by: Heidi Wills  
Administrative Assistant,  
Board of Trustees and Chancellor's Office

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GOVERNANCE COMMITTEE

Report No.: VI-D-1

Date: August 18, 2009

Subject: Revised and New Board Policies – First Reading

Background: In keeping with our current process of updating our current Board Policies and Administrative Procedures and adopting new Policies, the items below come before the Board for First reading.

General Institution

3505 C – Disaster Service Worker – This is a new Policy for the District.

3551 – Substance Abuse Prevention – This is a new Policy for the District.

3570 – Smoking on Campus – Replaces current Policies 3230, 4230 and 6230.

Academic Affairs

4250 – Probation, Dismissal, and Readmission – Replaces current Policy 6066.

Student Services

5110 – Counseling – This is a revision of the Policy which was originally adopted by the Board on March 17, 2009.

Human Resources

7232 – Classification Review – Replaces current Policy 4045.

Recommended Action: It is recommended that the Board of Trustees accept for first reading Board Policies 3505C, 3551, 3570, 4250, 5110, and 7232.

Gregory W. Gray  
Chancellor

Prepared by: Ruth W. Adams, Esq.  
Director, Contracts, Compliance and Legal Services

**Riverside Community College District Policy**

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**No. 3505C**

**General Institution  
DRAFT**

**BP 3505C DISASTER SERVICE WORKER**

**References:**

California Government Code Section 3100-3109

***All employees of the District are declared to be disaster service workers subject to such disaster service activities as may be assigned to them by their supervisors or by law.***

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**NOTE:** This Policy is legally advised. Language in ***bold italic type*** has been prepared by RCCD staff.

**Date Adopted:**

(This is a new Policy for the District)

**Riverside Community College District Policy**

**No. 3551**

**General Institution  
DRAFT**

**BP 3551    *DRUG PREVENTION PROGRAM***

**References:**

Drug Free Schools and Communities Act, 20 U.S.C. Section 1145g;  
34 C.F.R. Sections 86.1 et seq.;  
Drug Free Workplace Act of 1988, 41 U.S.C. Section 702

***The Chancellor shall develop procedures to inform students and employees about the dangers associated with alcohol and substance abuse, and the availability of prevention and treatment information and services throughout the District.***

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**NOTE:** The language in ***bold italic type*** is provided by RCCD staff.

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**Date Adopted:**

*This is a new policy for the District*

Riverside Community College District Policy

No. 3570

General Institution  
DRAFT

BP 3570 SMOKING ON CAMPUS

References:

Education Code Section 76030, et seq;  
Government Code Sections 7596, 7597, and 7598;  
Labor Code Section 6404.5;  
Title 5 Section 5148

❖ From Riverside CCD Policy 3230/4230/6230 titled Smoking/Non-Smoking

~~Upon recommendation of the Associated Students of Riverside Community College Student Senate, the Tobacco-Free Environment Committee (consisting of members from Health Services, College Safety and Police and Student Services Offices), and with the concurrence of the Academic Senate, the Board of Trustees of Riverside Community College District~~ ***The Board of Trustees, students and staff of the District*** recognizes the serious health problems associated with smoking ***tobacco or other non-tobacco products*** and the use of smokeless tobacco. ~~The Board of Trustees~~ ***It is also recognized*** that tobacco smoke poses a health risk to non-smokers. ~~To this end, the Board of Trustees desires to maintain a tobacco-free environment. effective January 4, 2003.~~ ***Although it is desired that the District maintain a smoke free environment, the Board recognizes the need for each campus to determine whether or not their campus should be completely smoke free or have designated smoking areas. Therefore, each campus, through their Strategic Planning Committees, will make that determination for themselves. District Administration will make the determination for all buildings that house District services (currently RCCSO, North Hall, College House, Alumni House and Spruce St. Offices)***

~~This policy will be implemented at each entity with participants of all relevant constituencies.~~

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**NOTE:** The **bold type** signifies language that is legally advised. The language in **regular type** is current Riverside CCD Policies 3230/4230/6230 titled Smoking/Non-Smoking adopted on 6-5-90 and amended on 11-19-02. The language in **bold italic type** is provided by RCCD staff.

**Date Adopted:**

*(Replaces current Riverside CCD Policies  
3230/4230/6230)*

**Academic Affairs  
DRAFT**

**BP 4250 PROBATION, DISMISSAL, AND READMISSION**

**References:**

Education Code Section 70902(b)(3);  
Title 5 Sections **55030 - 55034**

**Probation**

A student shall be placed on academic probation if he or she has attempted a minimum of 12 semester units of work and has a grade point average of less than a "C" (2.0).

A student shall be placed on progress probation if he or she has enrolled in a total of at least 12 semester units and the percentage of all units in which the student has enrolled, for which entries of "F", "W," "I", "NC", and "NP" were recorded exceeds fifty percent.

A student who is placed on probation may submit an appeal in accordance with procedures to be established by the Chancellor.

A student on academic probation shall be removed from probation when the student's accumulated grade point average is 2.0 or higher. A student on progress probation shall be removed from probation when the percentage of units in the categories of "F", "W," "I", "NC", and "NP", drops below fifty percent.

**Dismissal**

A student who is on academic probation shall be subject to dismissal if the student has earned a cumulative grade point average of less than 2.0 in all units attempted in each of *two* consecutive semesters.

A student who is on progress probation shall be subject to dismissal if the cumulative percentage of units in which the student has been enrolled for which entries of "F", "W," "I", "NC", and "NP", are recorded in at least *two* consecutive semesters exceeds fifty percent.

A student who is subject to dismissal may submit a written appeal in compliance with administrative procedures. Dismissal may be postponed and the student continued on probation if the student *is able to provide evidence that his/her personal and/or academic circumstances have changed in a positive manner.*



## Readmission

***A student who has been dismissed may be reinstated after an absence of one semester. Readmission may be granted, denied or postponed according to criteria contained in administrative procedures.***

**The Chancellor shall develop procedures for the implementation of this policy that comply with the Title 5 requirements.**

### ~~❖ From RCCD Policy 6066, titled Probation and Dismissal~~

~~In accordance with Title V regulations, students are required to maintain academic standards and to make progress toward their educational goals. Students whose grade point average falls below 2.0, or whose percentage of units with entries of "W," "I," "NC" and "NP" reaches or exceeds 50%, shall be subject to probation. Students placed on probation for three consecutive semesters shall be subject to dismissal.~~

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**NOTE:** *This policy is **legally required**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **italic type** is additional language to consider including in this policy. The language in **regular type** is current Riverside CCD Policy 6066 titled Probation and Dismissal adopted on 4-26-94.*

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#### **Date Adopted:**

*(Replaces current Riverside CCD Policy 6066)*

**Riverside Community College District Policy****No. 5110**

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**Student Services  
DRAFT****BP 5110 COUNSELING****References:**

Title 5 Section 51018

Counseling services are an essential part of the educational mission of the District.

***Pre-enrollment counseling shall be required of all first-time college students who have declared one of the educational goals delineated in AP 5110.*** ~~The Chancellor shall assure the provision of counseling services including academic, career, and personal counseling that is related to the student's education.~~

Counseling ***services*** shall be required for all ~~first-time~~ students ***who have earned an academic standing of either academic dismissal or progress dismissal.*** ~~enrolled in six or more units, students enrolled provisionally, and students on academic or progress probation.~~

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Date Adopted: March 17, 2009

***Revised:***

**Riverside Community College District Policy**

**No. 7232**

**Human Resources  
DRAFT**

**BP 7232 CLASSIFICATION REVIEW**

**References:**

Education Code Sections 88001 and 88009

❖ **From current Riverside CCD Policy 4045 titled Reclassification of Classified Positions**

Position classifications will be reviewed annually in accordance with ***the Administrative Procedures*** established in the regulations of **for** this Policy.

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**NOTE:** The information in **regular type** is current Riverside CCD Policy 4045 titled Reclassification of Classified Positions adopted on 4-1-75, re-adopted on 5-7-75 and 9-13-95.

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**Date Adopted:**

*(Replaces current Riverside CCD Policy 4045)*