

RIVERSIDE COMMUNITY COLLEGE DISTRICT
Board of Trustees – Regular Meeting -
Board of Trustees Planning and Operations Committee, Teaching and Learning Committee,
Resources Committee, Governance Committee, Facilities Committee
June 1, 2010 – 6:00 p.m. – Student Services Foyer
Norco College

AGENDA

CALL TO ORDER

Pledge of Allegiance

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

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

Any public record relating to an open session agenda item that is distributed within 72 hours prior to the meeting is available for public inspection at the RCCD District Chancellor’s Office, Suite 210, 1533 Spruce Street, Riverside, California, 92507.

I. Comments from the Public

II. Chancellor’s Reports

- A. Communications
- Chancellor will share general information to the Board of Trustees, including federal, state, and local interests and District information.
Information Only

III. Board Committee Reports

A. Planning and Operations Committee

1. Market Street Properties – Culinary Arts and District Office Building
- Committee to review the project design services agreement for the project.

Recommended Action: To be Determined

2. Riverside City College’s 2009 – 2014 Strategic Plan
- Committee presented with the 2009 – 2014 Strategic Plan.

Information Only

B. Teaching and Learning Committee

1. Agreement with Office of Statewide Health Planning and Development
- Committee to review the award to pay for salary and benefits for one full-time faculty position in the physician assistant program.
Recommended Action: To be Determined
2. Readmit Contract Students – Spring to Fall Persistence
- Committee to receive information on the District’s readmit contract for students.
Information Only
3. Academic Programs Abroad, Beijing, China Spring 2011
- Committee to consider an agreement with Centers for Academic Programs Abroad (CAPA) International Foundation, LP to provide educational services for the study abroad program.
Recommended Action: To be Determined
4. Academic Programs Abroad, Florence, Italy Fall 2010
- Committee to consider an agreement with Centers for Academic Programs Abroad (CAPA) International Foundation, LP to provide educational services for the study abroad program.
Recommended Action: To be Determined.
5. Memorandum of Understanding with Corona-Norco Unified School District
- Committee to review the Memorandum of Understanding for the Workforce Innovation Partnership project awarded to RCCD.
Recommended Action: To be Determined
6. Sub Grantee Agreement, American Recovery Reinvestment Act Southern California Logistics Technology Collaborative with San Bernardino Community College District
- Committee to consider an agreement with the San Bernardino Community College District for an award of sub grantee funds for salaries, benefits, materials, and other operational expenses.
Recommended Action: To be Determined.
7. Proposed Curricular Changes
- Committee to discuss the proposed curricular changes.
Information Only
8. Norco College Follow-Up Report to Accrediting Commission for Community and Junior Colleges
- Committee to review Norco College’s Follow-Up Report.
Information Only

C. Resources Committee

1. Tentative Budget for 2010-2011 and Notice of Public Hearing on the 2010-2011 Budget
- Staff to discuss the tentative budget for 2010-2011 and call a public hearing for the budget on September 21, 2010.
Recommended Action: To be Determined
2. Nursing/Science Building at Riverside City College
- Committee to consider an agreement with Tamra Kay Interior Design Consulting for furniture, fixtures, equipment, programming and bid preparation services for the project.
Recommended Action: To be Determined
3. Life Science/Physical Science Reconstruction Design Services Agreement No. 2
- Committee to consider an amendment with HMC Architects to provide revisions to the final project proposal for the project.
Recommended Action: To be Determined
4. Deferment of RCC Campaign Advance Repayment
- Committee to consider extending the debt repayment schedule from RCCD Foundation to the District for an additional two-year period and extension of the current monthly expenses for additional year duration.
Recommended Action: To be Determined

D. Governance Committee

1. Revised and New Board Policies – First Reading
- Committee to review Board Policies 2720 and 5400 that are being presented to the Board for first reading.
Recommended Action: To be Determined
2. Federal Representation for RCCD and Update on Federal Activities for 2010-2011
- Committee to consider a contract with Capital Alliance Consulting, LLC to represent the District on federal issues and provide updates on federal activities for 2010-2011.
Recommended Action: To be Determined

E. Facilities Committee

1. Riverside Nursing/Science Building
- Committee to consider change orders for modifications to the building project.
Recommended Action: To be Determined

2. Learning Gateway Building
 - Committee to consider an amendment with LPA Architects for additional planning and design services for the building at Moreno Valley College.

Recommended Action: To be Determined
3. Norco Secondary Effects
 - Committee to consider an amendment with Hill Partnership, Inc. for scope revisions for the project at Norco College.

Recommended Action: To be Determined
4. Norco Operations Center
 - Committee to consider an amendment with Tilden Coil Constructors, Inc. for building information modeling coordination services for the project at Norco College.

Recommended Action: To be Determined
5. Wheelock Gymnasium, Seismic Retrofit
 - Committee to consider an amendment with GKK Works for design and engineering of a security system for the project at Riverside City College.

Recommended Action: To be Determined
6. Recommended Firms for Construction Management Services
 - Committee to consider the construction managements firms recommended for future District project assignments.

Recommended Action: To be Determined

IV. Other Business

A. Consent Items

1. Academic Management Appointment
2. Paid Leave
3. Emeritus Awards

Recommended Action: Request for Approval

* V. Closed Session

- Pursuant to Government Code Section 54956.8, conference with real property negotiator; properties known as APN 215-032-006; Agency Negotiator: Chancellor Gray.

Recommended Action: To be Determined

VI. Adjournment

* Amended subsequent to posting the agenda.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING AND OPERATIONS COMMITTEE

Report No.: III-A-1

Date: June 15, 2010

Subject: Market Street Properties – Culinary Arts and District Office Building

Background: On April 22, 2010, the Board of Trustees was presented with a conceptual design and plan for the Market Street Properties located in downtown Riverside. The Board of Trustees approved staff to proceed with plans for constructing a new building, combining the Culinary Academy and District Office at the corner of Market Street and University Avenue.

Now after considerable review by District staff and approval by the RCC Strategic Planning Executive Council meeting on May 6, 2010 and the District Strategic Planning Committee on May 28, 2010, staff requests approval to use the last two remaining Market Street properties (Holyrood Hotel and System Offices Building) as the new location for the Culinary Academy combined with a District Office. A new state-of-the-art three story structure over two levels of a subterranean parking structure in downtown Riverside will benefit the community and District providing a unique opportunity for RCC Culinary students, staff and public. The downtown location will provide a centralized location for service and exposure to local businesses, centrally located to serve all RCCD Colleges, and will serve as the catalyst to the much anticipated Riverside School for the Arts (RSA) complex.

Staff now offers a project design presentation for the Board's consideration and a request for the Board approval of a tentative budget in the amount of \$23,043,996 and an architecture agreement with LPA in the amount of \$1,853,192 for the Culinary Arts and District Office Building project. The tentative budget includes services for planning and working drawings, Division of State Architect (DSA) fees, construction, test and inspection services, construction management and identified Group II Furniture, Fixtures and Equipment. Attached is the agreement with LPA for the Board's review and consideration. After completion of the contract documents, staff and design team will present the final draft to the Board of Trustees for review and approval to proceed to the bid process. The project to be funded by District Measure "C" Funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve the Culinary Arts and District Office Building project located at the corner of Market Street and University Avenue; approve the tentative project budget in an amount not to exceed \$23,043,996 using District Measure "C" Funds; approve an agreement with LPA for an amount not to exceed \$1,853,192 for architectural services; and approve the Vice Chancellor, Administration and Finance to sign the agreement.

Gregory W. Gray
Chancellor

Prepared by: Chris Carlson, Chief of Staff

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

Michael J. Stephens, Capital Program Administrator
Facilities Planning, Design and Construction

ARCHITECTURAL SERVICES AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
And
LPA

This AGREEMENT is made and entered into on the 16th day of June, 2010, by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT", and LPA, hereinafter referred to as "ARCHITECT". This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES". This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain architectural services for the CULINARY ARTS BUILDING AND DISTRICT OFFICE, hereinafter referred to as "PROJECT", located at 3801 Market Street, Riverside, California in the DISTRICT; and

WHEREAS, ARCHITECT understands that \$23,043,996 in funding for this PROJECT is a condition precedent to the effectiveness of this AGREEMENT. If funding is not received for the PROJECT, this AGREEMENT is void except to the extent services have been rendered pursuant to DISTRICT authority; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I – ARCHITECT’S SERVICES AND RESPONSIBILITIES

1. The ARCHITECT’s services shall consist of those services performed by the ARCHITECT and ARCHITECT’s employees and ARCHITECT’s consultants as enumerated in Articles II and III of this Agreement.

2. The ARCHITECT’s services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that he/she will follow the standards of his/her profession in performing all services under this Agreement. Upon request of the DISTRICT, the ARCHITECT shall submit for the DISTRICT’s approval a schedule for the performance of the ARCHITECT’s services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT’s review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

3. The schematic design, design development and construction document services covered by this agreement shall be completed and submitted to the Division of the State ARCHITECT for review and approval on or before May 23, 2011.

ARTICLE II – SCOPE OF ARCHITECT’S SERVICES

1. The ARCHITECT’s services include those described in this Article and include structural, civil, mechanical and electrical engineering and landscape architecture services and any other services necessary to produce a reasonably complete and accurate set of Construction Documents defined as including, but not limited to, the following: The agreement between DISTRICT and contractor awarded the PROJECT (“Contractor”), general and supplementary conditions of the contract between DISTRICT and contractor, drawings, specifications, addenda and other documents listed in the agreement, and modifications issued after execution of the DISTRICT and Contractor Contract.
2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies responsible for electrical, gas, water, sanitary or storm sewer, telephone, public utilities, as well as the Division of the State Architect (DSA).
3. The ARCHITECT shall be responsible for determining the capacity of existing utilities, and/or for any design or documentation required to make points of connection to existing utility services that may be located on or off the PROJECT site and which are required for the PROJECT.
4. The ARCHITECT shall provide a PROJECT description which includes the DISTRICT’s needs, program and the requirements of the PROJECT prior to preparing preliminary designs for the PROJECT.
5. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT’s PROJECT schedule and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of Educational specification requirements under Education Code Section 17251 and under Title 5, California Code of Regulations Section 14000 et seq.
6. The ARCHITECT shall provide planning surveys, site valuations and comparative studies of prospective sites, buildings or locations.
7. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its Consultants, the DISTRICT’s representative(s), and other Consultants of the DISTRICT during PROJECT development.
8. The ARCHITECT shall make revisions in Drawings, Specifications, the PROJECT Manual or other documents when such revisions are necessary due to the ARCHITECT’s failure to comply with approvals or instructions previously given by DISTRICT, including revisions made necessary by adjustments in the DISTRICT’s program or PROJECT Budget.
9. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or negotiating the contract for construction.

10. The ARCHITECT shall provide services in connection with the work of a construction manager or separate consultants retained by DISTRICT.

11. The ARCHITECT shall provide detailed estimates of construction costs at no additional cost to DISTRICT as further described in Articles V and VI.

12. The ARCHITECT shall provide detailed quantity surveys which provide inventories of material, equipment or labor.

13. The ARCHITECT shall provide analyses of DISTRICT ownership and operating costs for the PROJECT.

14. The ARCHITECT shall provide interior design and other services required for or in connection with graphics and signage. All other interior design services are addressed under Article III as an additional service.

15. The ARCHITECT shall visit suppliers, fabricators, and manufacturers' facilities such as for carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the PROJECT.

16. The ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400.

17. The ARCHITECT shall certify to the best of its information pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any construction document for the PROJECT and will ensure that contractors provide DISTRICT with a certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in specifications that materials containing asbestos are not to be included. This certification shall be part of the final PROJECT submittal.

18. The ARCHITECT shall consider operating or maintenance costs when selecting systems for the DISTRICT. The ARCHITECT shall utilize grants and outside funding sources and work with the DISTRICT to utilize and consider funding from grants and alternative funding sources.

19. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of DISTRICT, attend public hearings and other public meetings. In addition, ARCHITECT shall attend and assist in legal proceedings that arise from errors or omissions of the ARCHITECT.

20. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.

21. The ARCHITECT shall comply with all federal, state and local laws, rules, regulations and ordinances are applicable to the PROJECT.

22. The ARCHITECT shall have access to the work at all times.

23. Schematic Design Phase

a. The ARCHITECT shall review the program furnished by the DISTRICT to ascertain the requirements of the PROJECT and shall review the understanding of such requirements with the DISTRICT.

b. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of PROJECT components, codes, rules and regulations which are applicable to these documents. The ARCHITECT shall prepare the Schematic Design Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the Division of State Architect (DSA) and the local Fire Department.

c. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT for approval by the DISTRICT.

d. If directed by the DISTRICT at the time of approval of the schematic design, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Alternate construction schemes made by the DISTRICT subsequent to the Schematic Design Phase shall be provided as an additional service pursuant to Article III unless the alternate construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ARCHITECT's services under this agreement.

e. ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer.

f. The ARCHITECT shall investigate existing conditions or facilities and verify drawings of such conditions or facilities.

g. The ARCHITECT shall perform Schematic Design Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

h. The ARCHITECT shall submit to the DISTRICT a written estimate of the construction cost to reflect actual plan scope at the conclusion of each development phase, in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

24. Design Development Phase (Preliminary Plans)

a. Upon approval by the DISTRICT of the services set forth in Article II, paragraph 23, the ARCHITECT shall prepare Design Development Documents for approval by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross sections, and other documents necessary to depict the Design of PROJECT, and shall outline specifications to fix and illustrate the size, character and quality of the entire PROJECT as to the program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate. The ARCHITECT shall prepare the Design Development Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT, including, but not limited to Division of the State Architect (DSA) and the local Fire Department.

b. The ARCHITECT shall establish an estimated PROJECT Construction Cost.

c. The ARCHITECT shall perform Design Development Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

25. Construction Document Phase (Final Plans)

a. The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents in an AutoCAD and PDF format acceptable to the District and specifications setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable governmental and code requirements, including, but not limited to, the requirements of the DSA and local Fire Department having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done, the materials, workmanship, finishes, and equipment required for the PROJECT.

b. The ARCHITECT shall prepare and file all documents required for and obtain the required approvals of all governmental agencies having jurisdiction over the PROJECT, including the DSA, local Fire Department, City Design Review (CDR), County Health Department, Department of Public Works, and others which may have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental authority. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due to governmental

agencies and submit this cost information to DISTRICT so payments may be prepared. ARCHITECT shall not charge a mark-up on costs associated with governmental agency fees when the ARCHITECT pays such fees for the DISTRICT.

c. The ARCHITECT shall provide specialty consultant services and additional services to DISTRICT as set forth on Attachment "B".

d. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the PROJECT Construction Cost arising from market fluctuations or approved changes in scope or requirements.

e. If the estimated PROJECT Construction Cost exceeds the Budget constraint, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

26. Bidding & Award Phase

a. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT.

b. The ARCHITECT shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the Contractor's contract and general conditions, including providing plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating, air conditioning and other systems installed by the Contractor, all of which shall be part of the bid documents prepared by the ARCHITECT.

c. The ARCHITECT shall print and distribute necessary bidding information, general conditions of the contract, and supplemental general conditions of the contract, and shall assist the DISTRICT's legal advisor in the drafting of proposal and contract forms.

d. The ARCHITECT shall deposit a reproducible set of Construction Documents and specifications at a reprographics company specified by DISTRICT for the bid and for printing of additional sets of plans and specifications during the PROJECT. In addition, ARCHITECT shall provide DISTRICT with an AutoCAD diskette file.

e. If the lowest bid exceeds the Budget for the PROJECT, the ARCHITECT, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget as set forth in Articles V and VI.

27. Construction Phase

- a. The Construction Phase will commence with the award of the Construction Contract to Contractor.
- b. The ARCHITECT shall reproduce fifteen (15) full size sets of contract documents and all progress prints for the DISTRICT's and consultants' use at the ARCHITECT's expense. The remaining sets are to be provided as reimbursable expenses in conformance with Article XI.
- c. The ARCHITECT shall provide technical direction to a full time PROJECT inspector employed by and responsible to the DISTRICT as required by applicable law. The ARCHITECT shall advise the Contractor in the preparation of a marked set of prints indicating dimensioned location of buried utility lines (record drawings) which shall be forwarded to the DISTRICT upon completion of the PROJECT.
- d. The ARCHITECT will endeavor to secure compliance by Contractor with the contract requirements, but does not guarantee the performance of Contractor's contracts.
- e. The ARCHITECT shall provide general administration of the Construction Documents, including, but not limited to, periodic visits at the site as ARCHITECT deems necessary to render architectural observation which is distinguished from the continuous personal inspection of the PROJECT inspector (in no case shall the number of visits be less than once every week); make regular reports as may be required by governing agencies; keep the DISTRICT informed of the progress of construction; answer RFI's and review submittals promptly to maintain project schedule; review schedules and shop drawings for compliance with design; approve substitution of materials, equipment, and the laboratory reports thereof subject to DISTRICT knowledge and approval; maintain construction accounts; prepare change orders for written approval of the DISTRICT; examine Contractor's applications for payment and issue certificates for payment in amounts approved by the ARCHITECT and DISTRICT; provide a color schedule of all materials in the PROJECT for DISTRICT's review and approval; determine date of completion of the PROJECT; make final punch-list inspection of the PROJECT; assemble and deliver to the DISTRICT written guarantees, instruction books, diagrams, and charts required of the Contractor; and issue the ARCHITECT's certificate of completion and final certificate for payment. ARCHITECT shall not be compensated any fee for work required as a result of any error or omission. Errors shall be charged to the ARCHITECT at 100% of corrective cost, while omissions shall be charged at a rate of 20% of the corrective cost.
- f. The ARCHITECT, as part of his/her basic services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.
- g. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor there under.

h. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution of and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction documents.

i. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT, whenever, in the ARCHITECT's opinion, it may be necessary, to stop the work to avoid the improper performance of the agreement. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed or completed.

j. The ARCHITECT shall not issue orders to the Contractor that might commit the DISTRICT to extra expenses or otherwise amend the Construction Documents without first obtaining the written approval of the DISTRICT.

k. The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this agreement unless otherwise modified in writing.

l. The ARCHITECT shall at no additional cost provide services made necessary by defect or deficiencies in the work of the Contractor which through reasonable care should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor, but which ARCHITECT failed to do.

m. The ARCHITECT shall review and certify the amounts due the Contractor. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations and inspections at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the Construction Documents and that the Contractor is entitled to payment in the amount certified.

n. The ARCHITECT shall review and approve or take other appropriate action upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's action shall not delay the work, but should allow for sufficient time in the ARCHITECT's professional judgment to permit adequate review.

o. The ARCHITECT shall prepare change orders with supporting documentation and data for the DISTRICT's review in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall promptly evaluate and make written recommendations regarding Contractor's proposals for possible change orders in order to maintain project schedule and resolve claims. ARCHITECT shall, at ARCHITECT's expense, prepare a set of reproducible record drawings, as well as AutoCAD and PDF versions, acceptable to the District, showing significant change in the work made during construction based on

marked-up prints, drawings, addenda, change orders, RFI responses, show drawings, and other data furnished by the Contractor to the ARCHITECT.

p. The ARCHITECT shall inspect the PROJECT to determine the date or dates of final completion, receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents.

q. The ARCHITECT shall provide written evaluation of the performance of the Contractor under the requirements of the Construction Documents when requested in writing by the DISTRICT.

r. The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to drawings, specifications and other documentation resulting there from.

s. The ARCHITECT shall be responsible for gathering information and processing forms required by applicable governing authorities, such as DSA closure with certification and local Fire Departments, in a timely manner and ensure proper PROJECT close-out.

t. The ARCHITECT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Construction Manager or Contractor relating to the execution or progress of the work as provided in the construction contract. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by ARCHITECT.

u. The ARCHITECT shall prepare, in versions acceptable to the District, AutoCAD and PDF files of all as-built conditions in concert with item "o" above, at no additional cost.

v. Prior to start of construction, the following two documents are required:

- (i) Contract Information Form DSA-102.
- (ii) Inspector Qualification Record Form DSA-5 should be submitted 10 days prior to the time of starting construction.

w. The ARCHITECT shall provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

28. PROJECT Close-Out

a. The ARCHITECT shall assure delivery of the following documents described below to the DSA for review prior to issuance of a “Certificate of Completion”.

b. During the period the PROJECT is under construction the following documents are required:

- (i) Copies of the Inspector of Record’s semi-monthly reports.
- (ii) Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT.

c. Upon completion of construction of the PROJECT, the following reports are required:

- (i) Copy of the Notice of Completion.
- (ii) Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, Structural Engineer, Mechanical Engineer and Electrical Engineer.
- (iii) Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Inspector of Record and Special Inspector(s).
- (iv) Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
- (v) Weighmaster’s Certificate (if required by approved drawings and specifications).
- (vi) Copies of the signature page of all Addenda as approved by DSA.
- (vii) Copies of the signature pages of all Deferred Approvals as approved by DSA.
- (viii) Copies of the signature page of all Change Orders as approved by DSA.
- (ix) Verification by the I.O.R. that all items noted on any “Field Trip Notes” have been corrected.

ARTICLE III – ADDITIONAL ARCHITECT’S SERVICES

1. ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT’s control. ARCHITECT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall include:

a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of the Construction Documents.

b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with Change Orders required by causes beyond the control of the ARCHITECT which are not the result of the direct or indirect negligence, errors or omissions on the part of ARCHITECT.

c. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.

d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors or omissions of ARCHITECT.

e. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design Development where segregation does not arise from ARCHITECT exceeding the estimated budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an extra service subject to prior negotiation and DISTRICT approval.

f. Providing contract administration services after the construction contract time has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that the Contractor, and liquidated damages are collected therefore. The ARCHITECT’s compensation is expressly conditioned on the lack of fault of the ARCHITECT and payment will be made upon collection of liquidated damages from the Contractor. Payment of the ARCHITECT shall be made from collected liquidated damages.

g. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

2. If authorized in writing by DISTRICT, ARCHITECT shall provide one or more PROJECT Representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such PROJECT Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT

representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT.

ARTICLE IV – DISTRICT’S RESPONSIBILITIES

1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT’s objectives, schedule, budget constraints as well as any other criteria provided by the DISTRICT.
2. Prior to the Schematic Design Phase, the ARCHITECT shall prepare a current overall budget for the PROJECT, including the construction cost for the PROJECT. The budget shall be based upon the DISTRICT’s objectives, schedule, budget constraints and any other criteria that are provided to the ARCHITECT pursuant to Article IV, Paragraph 1 above. The DISTRICT shall approve the budget prepared by the ARCHITECT pursuant to this Paragraph and this shall be the “Budget” for the PROJECT as set forth in this AGREEMENT.
3. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.
4. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT’s failure or omission to do so shall not relieve the ARCHITECT of ARCHITECT’s responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.
5. The proposed language of certifications requested of the ARCHITECT or ARCHITECT’s consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.

ARTICLE V – COST OF CONSTRUCTION

1. During the Schematic Design, Design Development and Construction Document Phases, Construction Cost (“Construction Cost”) shall be reconciled against the DISTRICT’s Budget for the PROJECT.
2. PROJECT Construction Cost as used in this agreement means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, including work covered by approved change orders and/or alternates approved by the DISTRICT, but excluding the following: Any payments to ARCHITECT or consultants, for costs of inspections, surveys, tests, and landscaping not included in PROJECT.

3. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.

4. The Construction Costs shall be the acceptable estimate of construction costs of the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible responsive bidder.

5. Any Budget or fixed limit of construction cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

6. If the lowest bid received exceeds the Budget:

a. The DISTRICT may give written approval of an increase of such fixed limit;

b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time.

c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Paragraph 2;

d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages acceptable to the District that will bring the PROJECT within the Budget; or

e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the construction cost.

7. If the DISTRICT chooses to proceed under Article V, paragraph 6(e), the ARCHITECT, without additional charge, agrees to redesign until the PROJECT is brought within the Budget set forth in this agreement. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed in writing by the DISTRICT. Redesign means redesign of the PROJECT with all its component parts to meet the Budget set forth in this AGREEMENT.

ARTICLE VI – ESTIMATE OF PROJECT CONSTRUCTION COSTS

1. Estimates referred to in Article II shall be prepared on a square foot/unit cost basis, or more detailed computation if deemed necessary by the DISTRICT, considering prevailing construction costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

2. The ARCHITECT shall review the estimate at each phase of the ARCHITECT's services. The ARCHITECT shall provide the DISTRICT with a written evaluation of the

estimate at each phase of the ARCHITECT's services. The ARCHITECT's written evaluations shall, among other things, evaluate how the estimates compare to the Budget. If such estimates are in excess of the Budget, the ARCHITECT shall revise the type or quality of construction to come within the budgeted limit at no additional cost to the DISTRICT. ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization.

3. The ARCHITECT, upon request of the DISTRICT, shall prepare a detailed estimate of construction costs at no additional cost.

ARTICLE VII – ARCHITECT'S DRAWINGS AND SPECIFICATIONS

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's Consultants for this PROJECT, shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ARCHITECT's or ARCHITECT's Consultant's documents enumerated above for the purposes of additions, alignments or other development on the PROJECT site.

ARTICLE VIII – TERMINATION

1. This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of ARCHITECT, or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement ARCHITECT costs shall be deducted from payments to the ARCHITECT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII, Paragraph 4 below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been claimed, requested or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this paragraph through 50% completion of the ARCHITECT's portion of the PROJECT and if 50% completion is reached, payment of 3% of the unpaid balance of the contract to ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.

5. In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

ARTICLE IX – AUDIT OF ACCOUNTING RECORDS OF THE ARCHITECT

Architect shall maintain, on a generally recognized accounting basis, auditable books, records, documents, and other evidence pertaining to direct personnel, costs and expenses in this Agreement. These records shall be maintained for a period of at least three (3) years after final payment has been made, subject to any applicable rules, regulations or statutes.

District's authorized representative(s) shall have access, with reasonable notice, to any books, documents, papers, electronic data, and other records which they determine to be pertinent to this Agreement for performing an audit, evaluation, inspection, review, assessment, or examination. These representative(s) are authorized to obtain excerpts, transcripts, and copies, as they deem necessary.

Should Architect disagree with any audit conducted by District, Architect shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with District 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. Architect shall not be reimbursed by District for such an audit.

In the event Architect does not make available its books and financial records at the location where they are normally maintained, Architect agrees to pay all necessary and reasonable expenses, including legal fees, incurred by District in conducting any audit.

ARTICLE X – COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT as follows:

1. ARCHITECT change orders fees are paid as approved by the DISTRICT Board. If a change order is approved without ARCHITECT fee, no fee will be paid to the ARCHITECT unless negotiated prior to commencing change order work.

2. Payment to the ARCHITECT will be as follows:

Schematic Design:	10% of estimated Architect Fee as set forth on Attachment "A".
Design Development:	15% of estimated Architect Fee as set forth on Attachment "A".
Construction Documents:	40% of estimated Architect Fee, to be paid monthly Based on actual level of completion, as set forth on Attachment "A".
D.S. A. Approval:	5% of estimated Architect fee as set forth on Attachment "A".
Bidding Phase: (Board Approval)	3% of estimated Architect fee as set forth on Attachment "A".
Construction Admin:	25%, of estimated Architect fee, to be paid monthly based on actual level of completion, based on accepted bid.
DSA Closure with Certification:	2% of estimated Architect fee as set forth on Attachment "A".
TOTAL THROUGH RECORDATION OF NOTICE OF COMPLETION	100% of actual Architect Fee based on accepted bid.

3. When ARCHITECT's Fee is based on a percentage of construction cost and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable to the extent actual services are performed, in accordance with the schedule set forth in Article X, Paragraph 2, based on the Bid Price.

4. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be negotiated and subject to prior approval by DISTRICT Board. Assessment and collection of liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor-caused delays.

5. Expenses incurred by the ARCHITECT and ARCHITECT's employees and Consultants in the interest of the PROJECT shall have prior DISTRICT written approval before they are incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review.

ARTICLE XI – REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the ARCHITECT at one and one-tenth (1.1) times the expenses incurred by the ARCHITECT, the ARCHITECT's employees and Consultants for the following specified items:

a. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT, which includes sets of construction documents and all progress prints.

b. Fees advanced for securing approval of authorities having jurisdiction over the PROJECT.

2. Reimbursable expenses are estimated to be \$83,574 as set forth on Attachment "A" and this amount shall not be exceeded without the prior written approval of the DISTRICT.

3. Reimbursement for fees and other expenses, except for construction administration services associated with delay caused solely by the Contractor, shall be made to the ARCHITECT as incurred. Reimbursable expenses shall not include:

- a. Travel expenses;
- b. Check prints;
- c. Prints or plans or specifications made for ARCHITECT's Consultants and all progress prints;
- d. Preliminary plans and specifications;
- e. ARCHITECT's consultants' reimbursables;
- f. Models or mock-ups
- g. Meetings with cities, planning officials, fire departments, the DSA, State Allocation Board or other public agencies.

ARTICLE XII – EMPLOYEES AND CONSULTANTS

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the necessary services of landscape architect, structural, mechanical, electrical, civil and traffic engineers to complete the PROJECT. All consultant services shall be provided at the ARCHITECT's sole expense.

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultant firms proposed for the PROJECT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any Consultants employed by the ARCHITECT under the terms of this AGREEMENT.

3. ARCHITECT's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five (5) years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT, then that individual shall be replaced with an acceptable, competent person at the DISTRICT's request.

4. The construction administrator, or field representative, assigned to this PROJECT by ARCHITECT shall be licensed as a California ARCHITECT and able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile and through correspondence, design direction and decisions when the construction administrator is not at the site.

ARTICLE XIII – MISCELLANEOUS

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT and concerning any material conditions in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT.

2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold DISTRICT harmless from all liability arising out of:

a. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT;

b. General Liability. Liability arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT for damages related to (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or, (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence,

or willful misconduct of the DISTRICT, its officers, employees, agents or independent ARCHITECTS who are directly employed by the DISTRICT.

c. Professional Liability. Liability arising out of, pertaining to, or relating to the professional negligence, recklessness, or willful misconduct of the ARCHITECT, which the ARCHITECT shall indemnify and hold the DISTRICT entirely harmless from and including any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of the ARCHITECT, or any person, firm or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the DISTRICT.

d. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on account of, or founded upon any cause, damage or injury identified here in Article XIII, Section 2, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

3. ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California and acceptable to DISTRICT which will protect ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and,
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of ONE MILLION DOLLARS (\$1,000,000) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years

thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the ARCHITECT, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required in b. above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that no less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall delivery to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII 3 (a)(b)(c)(d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence.

4. ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that ARCHITECT and all of ARCHITECT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.

5. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT.

6. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.

7. This AGREEMENT shall be governed by the laws of the State of California.

8. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

9. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this AGREEMENT.

The parties, through their authorized representatives have executed this AGREEMENT as of the day and year written below.

LPA

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____
Robert O. Kupper, AIA
Chief Executive Officer
5161 California Ave., Ste. 100
Irvine, CA 92617

By: _____
James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

ATTACHMENT "A"

Architectural Fee Schedule:

1. Nine percent (9%) of the first five hundred thousand dollars (\$500,000.00) of computed cost. (\$45,000.00)
2. Eight and one-half percent (8 ½%) of the next five hundred thousand dollars (\$500,000.00) of computed cost. (\$42,500.00)
3. Eight percent (8%) of the next one million dollars (\$1,000,000.00) of computed cost. (\$80,000.00)
4. Seven percent (7%) of the next four million dollars (\$4,000,000.00) of computed cost. (\$280,000.00)
5. Six percent (6%) of the next four million dollars (\$4,000,000.00) of computed cost. (\$240,000.00)
6. Five percent (5%) of computed cost in excess of ten million dollars (\$13,043,996.00). (\$652,200.00)
7. Four percent (4%) on the cost of factory built portables. (Building cost only - all other costs are included in calculation items (1) through (6) above.)

Total compensation is not to exceed one million, three hundred thirty-nine thousand and seven hundred dollars (\$1,339,700) based on the project budget of \$23,043,996.

Reimbursable Expenses:

Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid in an amount not to exceed \$83,574.

ATTACHMENT "B"

Specialty Consultant Services:

Specialty Consultant Services (SCS) are estimated at a not to exceed amount of \$308,318.
SCS include the following:

Consultant	Amount
Food Service	\$74,160
Vibration	\$46,350
Fire Sprinkler Engineer	\$51,500
Data/Telecom Distributor	\$30,900
Technology Program	\$25,750
Audio Visual	\$25,750
Acoustics Basic	\$19,570
Cost Estimation	\$34,338
SCS Total:	\$308,318

Additional Services:

Additional services are estimated at a not to exceed amount of \$121,600.
Additional services include the following:

Service	Amount
Information Technology & Audio/Visual Architectural Support	\$70,000
Furniture, Fixtures & Equipment	\$51,600
Additional Services Total:	\$121,600

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING AND OPERATIONS COMMITTEE

Report No.: III-A-2

Date: June 15, 2010

Subject: Riverside City College's 2009 – 2014 Strategic Plan

Background: Presented for the Board's information is Riverside City College's 2009 – 2014 Strategic Plan.

Information Only.

Gregory W. Gray
Chancellor

Prepared by: Dr. Jan Muto
President, Riverside City College

RIVERSIDE CITY COLLEGE STRATEGIC PLAN

2009-2014



TABLE OF CONTENTS

President's Message	2
College Vision and Mission	3
College Values	4
Strategic Planning Process	5
Steps in the Strategic Planning Process	6
About the College	7
College Goals	8
Alignment of RCC Goals and District Strategic Themes	9
Goals, Strategies (Objectives) and Performance Indicators	11
Appendices	
Planning Timelines	i
RCC Strategic Planning Council and Membership	ii
Strategic and Operational Planning	iii

Riverside City College enjoys a rich history as one of the oldest community colleges in California. Founded in 1916, the college has maintained a strong presence in downtown Riverside, which has grown from a small agricultural center to a city of almost 300,000 recently named the city of “arts and innovation.”

The college’s connection to the city is more than geographic—we share a vision for the area which is explicitly connected to the arts including music, dance, photography, animation, fine arts, creative writing, television, and film. These works provide intellectual stimulation, community fellowship, and economic development.

This document, Riverside City College’s Strategic Plan, is intended to serve as the tool for informing major decisions, to keep everyone’s attention focused on the five essential goals of the institution and on our mission.

Our intent is to clearly articulate the ways in which we establish college goals which support the institution’s mission. Linked to each goal is a series of performance indicators which help guide our individual and unit actions, and resource allocation. Additionally, as one of three colleges within the Riverside Community College District, Riverside City College aligns its goals with those of the district. The entire Strategic Planning Process includes systematic review and evaluation of the plan, the process, the outcomes, and performance indicators in order to improve student success.

The success of the Strategic Plan ultimately is found in the life of the college—in its healthy adaptation to rapidly changing social and economic environments and the success of those whom we serve.



Dr. Jan Muto





VISION

Vision

RCC will attain national recognition as an educational leader through the power of the arts and innovation.

MISSION

Mission

Riverside City College provides an affordable, high-quality education, including comprehensive student services and community programs, by empowering and supporting a diverse community of learners as they work toward individual achievement and life-long learning. To help students achieve their goals, RCC offers tutorial and supplemental instruction, pre-college courses, transfer programs, career preparation, and technical programs leading to certificates or associate degrees. Based on a learner-centered philosophy, RCC fosters critical thinking, develops information and communication skills, expands the breadth and application of knowledge, and promotes community and global awareness.

RIVERSIDE CITY COLLEGE VALUES

VALUES

Values

Student Centeredness:

To serve the best educational interests of the students, to offer a comprehensive and flexible curriculum together with programs and services according to diverse and evolving student needs; to treat each other with a sincere, caring attitude and to respond to suggestions and constructive criticism from students; to counsel and advise students to help them plan for and progress toward their individual educational goals; and to recognize outstanding student performance.

Teaching Excellence:

To communicate to students a body of knowledge in a creative, stimulating, and challenging manner; to work to establish student and instructor rapport; to maintain the highest standard of professional performance and recognize teaching excellence; to promote the exchange of ideas among colleagues and provide opportunities for professional development; to define for students course goals, objectives and grading standards, making clear the expectation of high achievement; to encourage students to think critically and analytically, applying learned principles, concepts, and skills; and to inspire independence of thought and self-discipline.

Learning Environment:

To create an atmosphere in which students and staff find satisfaction in their work and feel pride in achievement; to provide comfortable, functional, and aesthetically pleasing facilities and grounds; to provide and maintain state-of-the-art equipment and ample supplies; to provide programs and support services which are responsive to student and community needs; and actively to support academic and social activities which take place outside the classroom.

Tradition:

To further the traditions of pride, quality, innovation, and professionalism found in this institution; to share our heritage by making the Riverside City College the educational and cultural center of the communities it serves; and to build for the future on the foundations of our past.





STEP 1: Review and Update Mission, Vision, and Core Values

The strategic planning process begins with a review and update of the RCC Mission Statement which informs our vision and our core values. The Mission, Vision and Values describe who we are, what we do, and where we intend to be in the future. The Strategic Planning Executive Council facilitates the process including timelines (SPEC).

STEP 2: Analyze Data, Identify Issues and Establish Goals

The strategic planning process is continually informed by internal and external stakeholders and inputs which come from the Strategic Planning Data Sources (SPDS). The Strategic Planning Leadership Councils (SPLC) analyze data, identify needs and opportunities, and send recommendations to the SPEC where college goals are reviewed and revised if appropriate.

External Input

RCC seeks to meet the needs of the community we serve. Through community partnerships, collaborations, and advisory groups, we ask the community to help identify opportunities. We regularly conduct environmental scans which provide a systematic, early-alert method for identifying issues and trends likely to impact the college.

Internal Input

RCC systematically invites input from the campus community through open forums, departmental discussions, and electronic communication. Our planning process guarantees broad and appropriate participation from the college community. An annual program (unit) review process provides a mechanism for each unit (administration, student services, and instruction) of the college to identify its needs, innovative ideas and areas of concentration. This input is used to help develop specific plans which inform the strategic planning process including, the Educational Master Plan, the Student Equity Plan, the Matriculation Plan, the Enrollment Management Plan, the Technology Plan, the Facilities Master Plan, the Basic Skills Action Plan, and the District Strategic Plan. Other internal inputs include campus climate, student satisfaction and point of service surveys, and Accountability Report for Community Colleges (ARCC) data.

STEP 3: Share Vision & Goals with Stakeholders & College Committees

The goals are shared with the college community. The goals inform and direct all college councils and committees who participate in an ongoing discussion to reaffirm that our goals align with the college's mission, vision, and values. Each unit identifies resources needed to advance the college goals.

STEP 4: Develop Strategies, Determine Resource Allocation, and Develop Assessments

RCC constituencies develop strategies, action plans, and time lines to advance or reach the goals. Using input from unit reviews and recommendations from the college's Budget Prioritization Committee, the SPEC allocates resources to implement strategies to advance each goal and to develop assessments to measure progress.

STEP 5: Assign Responsibilities and Determine Performance Indicators

Resources are allocated for the implementation of action plans which are assigned to campus leader(s) who will oversee and facilitate their implementation. The campus leader will work with the appropriate council and/or committee to review action plans and to develop appropriate performance indicators.

STEP 6: Implement Strategic Plan

Periodic review of the implementation progress is ongoing to ensure action plans are progressing. Oversight of the implementation process will be the responsibility of the campus leader(s) and the SPEC.

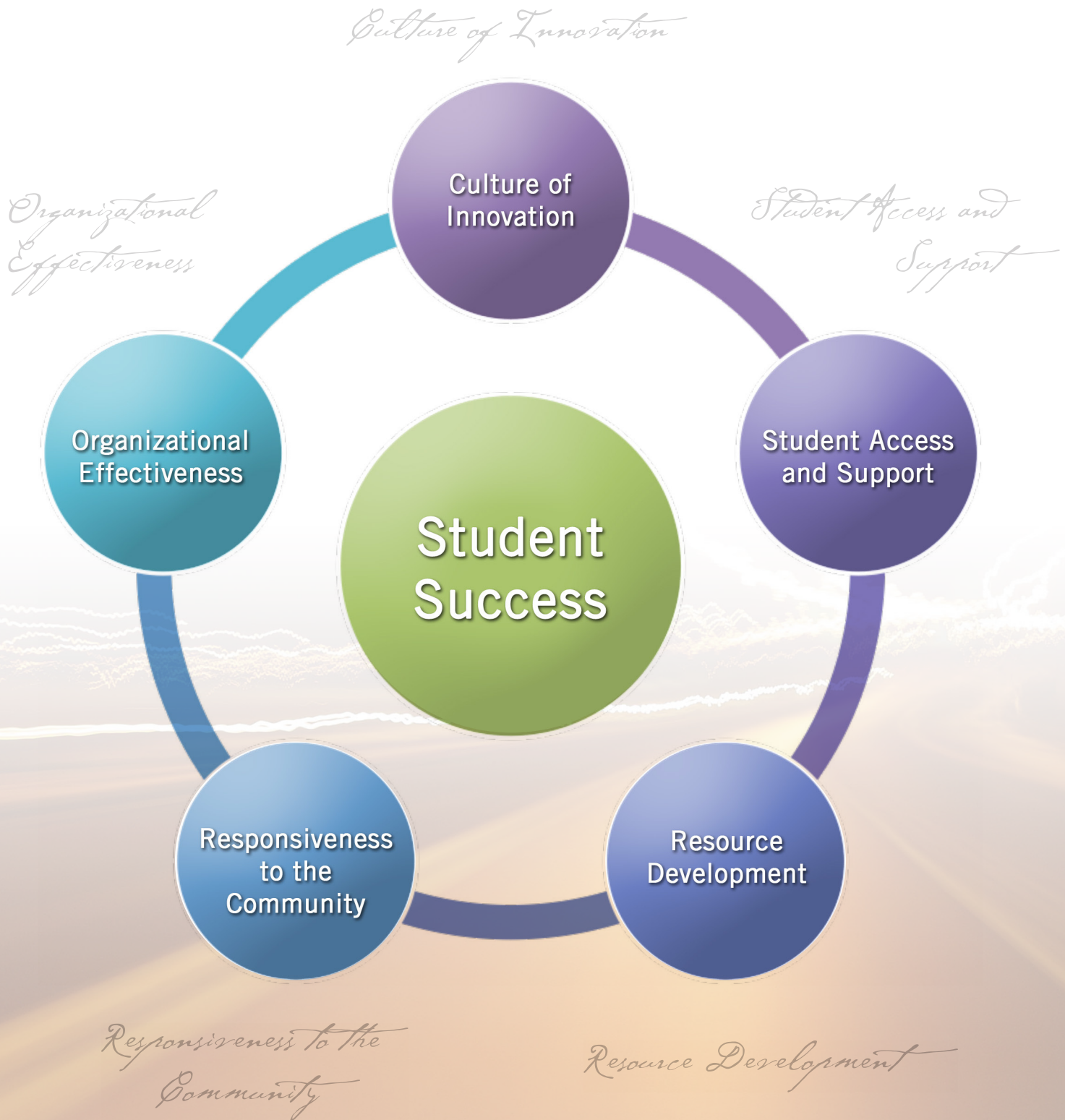
STEP 7: Assessment Report Card

Each year the college produces an Annual Assessment Report Card which includes strategies, measures, and outcomes. This report marks progress on the efforts to reach and advance the college's goals and provides new data for the next round of both short-term (operational) and strategic planning. The report becomes an input into the development of new college goals and strategies.

RIVERSIDE CITY COLLEGE PROFILE

SITES	Culinary Academy Riverside City College Rubidoux Annex Stokoe Innovative Learning Center	
TOTAL HEAD COUNT	23,965 (Fall 2009, credit and non-credit)	
GENDER	Female:	59%
	Male:	41%
AGE	Less than 20:	29%
	20 - 24:	37%
	25 - 34:	17%
	35 and above:	17%
ETHNICITY	African American:	11%
	Asian:	9%
	Hispanic:	37%
	White:	33%
	Other:	10%
STUDENT LOAD	< 6 units:	32%
	6 to 11 units:	37%
	> 11 units:	31%
GOALS (Student Self-Reported)	Transfer:	52%
	Improve career options:	26%
	Undecided:	21%





ALIGNMENT OF RIVERSIDE CITY COLLEGE GOALS WITH RCCD STRATEGIC THEMES

Riverside City College Goals	RCC's Strategies to Support District-Wide Themes
<p>Student Access and Support</p>	<p>Student Access -- RCC seeks to expand student access by:</p> <ul style="list-style-type: none"> • Promoting visibility and greater awareness of the importance of college through innovative outreach programs and by promoting early awareness of the importance of college and academic skills. • Increasing the capture rate and the college-going rate of high school students by strengthening existing and forming new collaborations with K-12 feeder schools. • Increasing awareness of open access enrollment to all adults through outreach to underrepresented groups and through increased marketing of all aspects of the college. • Expanding services to students in outlying and fast-growing areas. • Continuing refinement of pre-enrollment processes including application, orientation, assessment, and counseling. <p>Student Success – RCC seeks to enhance student success by:</p> <ul style="list-style-type: none"> • Expanding basic skills options and integrating basic skills development into the general curriculum through: learning communities, paired courses, supplemental instruction, scheduling patterns to support success, and by providing modes of instruction that support student learning preferences. • Developing effective pathways for student success by encouraging all students to use student services, and promoting the completion of a Student Educational Plan (SEP). • Promoting degree and certificate completion by expanding short-term classes and programs to improve job skills. • Increasing transfer awareness, transfer readiness, and transfer rates. • Expanding and improving instructional delivery modes including hybrid courses, online courses, short-term (fast track) classes, and align delivery/timing of services to the needs of students. • Promoting learning and effective teaching through ongoing identification of and assessment of student learning outcomes.

<p>Responsiveness to the Community</p>	<p>Service to the Community – RCC serves its community by:</p> <ul style="list-style-type: none"> Analyzing, refining, and promoting programs in Career and Technical Education to improve competency and competitive capability of incumbent workers/residents through training and workplace skills preparation. Maintaining and strengthening existing partnerships with community-based organizations while developing new productive relationships. Responding to the needs of the area for social, cultural, and political programs.
<p>Organizational Effectiveness</p>	<p>System Effectiveness – RCC seeks to continually enhance system effectiveness by:</p> <ul style="list-style-type: none"> Enhancing and institutionalizing operational and strategic planning processes that are deliberative, systematic and data driven; complement the District and campus strategic and master plans; and effectively prioritize new and ongoing resource needs. Continuing to implement and improve a comprehensive enrollment management plan and effectively coordinate program and course offerings to meet student needs. Developing an integrated marketing plan. Ongoing assessment and refinement of educational technology standards, including the use of innovative solutions.
<p>Resource Development</p>	<p>Financial Resource Development – RCC seeks to expand financial resource development by:</p> <ul style="list-style-type: none"> Increasing grant funding. Exploring alternative funding sources
<p>Culture of Innovation</p>	<p>Organizational and Professional Development – RCC seeks to enhance organizational and professional development by:</p> <ul style="list-style-type: none"> Expanding the skills of faculty in all disciplines to help prepare students to be successful in college. Fostering the development of effective management and leadership skills for faculty and staff and securing pathways for leadership development. Enhancing development and training opportunities for all employees to meet the mission, vision, and values of the college.

RIVERSIDE CITY COLLEGE GOALS AND STRATEGIES 2009-2014

RCC has been serving student and its community for 93 years. For each new generation of learners, RCC provides opportunity and promise. RCC's mission statement expresses its commitment to students and the community. To fulfill its mission, RCC has focused its Strategic Plan around five principal goals.

College Goals	Strategies	Performance Indicators
<p>Student Access and Support</p> <p>Our college is an open-access institution inviting our diverse community to the benefits of higher education. We are committed to providing the support necessary for student success. We strive to reduce barriers to services and programs.</p>	<ol style="list-style-type: none"> 1. Explore alternative enrollment processes 2. Ensure comprehensive and equitable services exist and are part of institutional planning <ol style="list-style-type: none"> a. Ensure learning support services are available for all students (e.g., supplemental instruction, learning centers tutors) b. Expand services in learning support and transfer centers. c. Promote outreach to K-12 schools 3. Identify low-performing student populations based on student equity report data and develop a comprehensive plan (cultural, academic and student services) to address inequities for student access, success, retention and progression 	<ol style="list-style-type: none"> 1. Enrollment process indicators <ol style="list-style-type: none"> a. Cut score validation report related to student placement b. Number of students participating in orientations (face to face, online, etc.) c. Number of counseling appointments d. Number of students with Student Education Plan (SEP) e. Number of students with declared goal f. Enrollment in Guidance courses. g. Community College Survey of Student Engagement (CCSSE) data on satisfaction with assessment, orientation and counseling (AOC), supplemental instruction and learning center services 2. Yearly disaggregated data on student access, success, retention and progression <ol style="list-style-type: none"> a. Number of students utilizing support services including workshops b. Student satisfaction with services and workshops c. Number of transfer-ready students d. College going rate 3. Student Equity Report data <ol style="list-style-type: none"> a. Retention and success rates for various types of instructional offerings

<p>Student Access and Support (continued)</p>	<p>4. Develop clear college-wide criteria for student pathways from basic skills to goal attainment</p> <ol style="list-style-type: none"> Expanding and improving instructional delivery modes including hybrid courses, online courses, short-term (fast track) classes, and align delivery/timing of services to the needs of students Develop innovative approaches to basic skills instruction (e.g., learning communities, modules, non-credit courses) Ensure that basic skills has a comprehensive focus and is integrated into the general curriculum Increase transfer awareness, readiness and rates <p>5. Develop student engagement centers</p> <p>6. Increase awareness of open access enrollment to all adults through marketing</p> <p>7. Promoting degree and certificate completion by expanding short-term classes and programs to improve job skills</p> <p>8. Promoting learning and effective teaching through ongoing identification of and assessment of student learning outcomes</p>	<p>4. Basic Skills data</p> <ol style="list-style-type: none"> Student success and persistence data for specialized programs and/or services targeting basic skills students Basic Skills Initiative Action Plan Summary of instructional delivery options Number of transfer-ready students Transfer rates Number of completers in special programs/initiatives <p>5. Community College Survey of Student Engagement (CCSSE) and Student Satisfaction Survey data</p> <p>6. Disaggregated enrollment data</p> <p>7. Degree and certificate completion rates</p> <p>8. SLO assessment at all levels</p>
<p>Responsiveness to Community</p> <p>Riverside City College is deeply committed to its role as a community resource and to meeting community expectations. The college actively pursues partnerships between our educational and business partners. We also play an important role in promoting community service and civic responsibilities.</p>	<ol style="list-style-type: none"> Enhance career pathways approach into high-wage, high-growth jobs Expand services to students in outlying and fast-growing areas Maintain and strengthen ties with community-based organizations 	<ol style="list-style-type: none"> Analysis of expansion of services to students in outlying and fast-growing areas Survey of employee/staff engagement in community-based organizations Community Survey of Student Engagement

<p>Culture of Innovation RCC is committed to being an innovative institution working to improve teaching and learning, and student support services through the effective delivery and use of technology and by expansion and modernization of our learning environments.</p>	<p>1. Develop a comprehensive professional development plan a. Provide training for faculty in multiple modalities of teaching inclusive of the use of technology b. Enhance development opportunities for all employees</p> <p>2. Implement the Facilities Master Plan a. Refine the Facilities Master Plan to improve the overall physical performance and efficiencies of the campus b. Incorporate sustainability in architectural and landscape design</p> <p>3. Refine and implement a Technology Plan that will utilize advances in information technology to improve effectiveness of instruction, Student Services and Administration</p>	<p>1. Professional development plan a. Results of faculty survey on professional development needs b. Number of faculty participating in professional development activities c. Faculty survey of teaching and learning methodologies currently utilized (CCSSE). d. Results of employee survey</p> <p>2. Progress report on implementation of Facilities Master Plan</p> <p>3. Technology Plan implementation status a. Technology User Survey</p>
<p>Resource Development As a learning organization we recognize the importance of seeking new and alternative funding to advance the college and to add value to what we do, while improving our cost effectiveness.</p>	<p>1. Maximize the resources of the college and seek alternative funds to support a comprehensive learning environment by developing a revolving mid-range financial plan inclusive of new fiscal, human and physical resources from grants, public and private sector giving and state funding</p> <p>2. Progress report on implementation of Facilities Master Plan</p> <p>3. Enhance the college's state and national image to better influence public policy with regard to financial resources a. Participate in local, regional and state organizations to advance the cause for differential tuition for high-cost disciplines b. Lobby local, regional, and state leaders to advocate for differential tuition</p>	<p>1. Mid-range financial plan 2. Report on state funding 3. Report on grant funding 4. Report on private sector giving</p>

<p>Organizational Effectiveness</p> <p>Effective organizations employ effective practices. We are a learner-centered organization and are committed to RCC's mission and values, to the strategic planning process, to meeting the unique needs of our students and a diverse workforce, to maximizing the development and utilization of resources and to continuous improvement.</p>	<ol style="list-style-type: none">1. Enhance and institutionalize operational and strategic planning processes that are deliberative, efficient, and data driven; integrate the college strategic plan with the facilities, education, and technology master plans; and effectively prioritize new and ongoing resource needs.2. Examine the college's home page and related web pages<ol style="list-style-type: none">a. Maintain currency of posted informationb. Identify and implement technology to enhance processes and services	<ol style="list-style-type: none">1. Update on facilities plan2. Update on technology plan3. Update on education plan4. Update on mid-range financial plan5. Results of website user survey
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Fall

- Administrative Services submit unit plans
- Institutional Effectiveness Council conducts annual review of college mission statement
- Unit Plan Review Committees review all plans submitted the previous spring and summer
- SPSC and Leadership Councils reaffirm college goals

Winter

- Unit Plan Review Committees provide priorities to Budget Prioritization Committee

Spring

- Instructional Programs and Instructional Support Services submit unit plans
- Budget Prioritization Committee provides its recommendation to President to authorize funding operational resources as prioritized by the Unit Plan Review Committees

Summer

- Student Services submits unit plans

STRATEGIC PLANNING COUNCIL MEMBERSHIP AND CHARGE

The Strategic Planning Council (SPC) and its college-wide council structure are the avenues the constituencies at Riverside City College have chosen for collegial consultation with emphasis on planning and budgeting. The Strategic Planning Executive Council provides recommendations regarding college procedures and practices including facility use issues. Nothing in this document shall be taken to construe abridgement of the rights of the respective Academic Senate, the collective bargaining units, or any governance bodies, as defined by Education Code or Title 5.

Faculty Co-Chair:

Richard Davin*
 Academic Senate President / Associate Professor, Sociology

Administrative Co-Chair:

Norm Godin*
 Vice President, Business Services

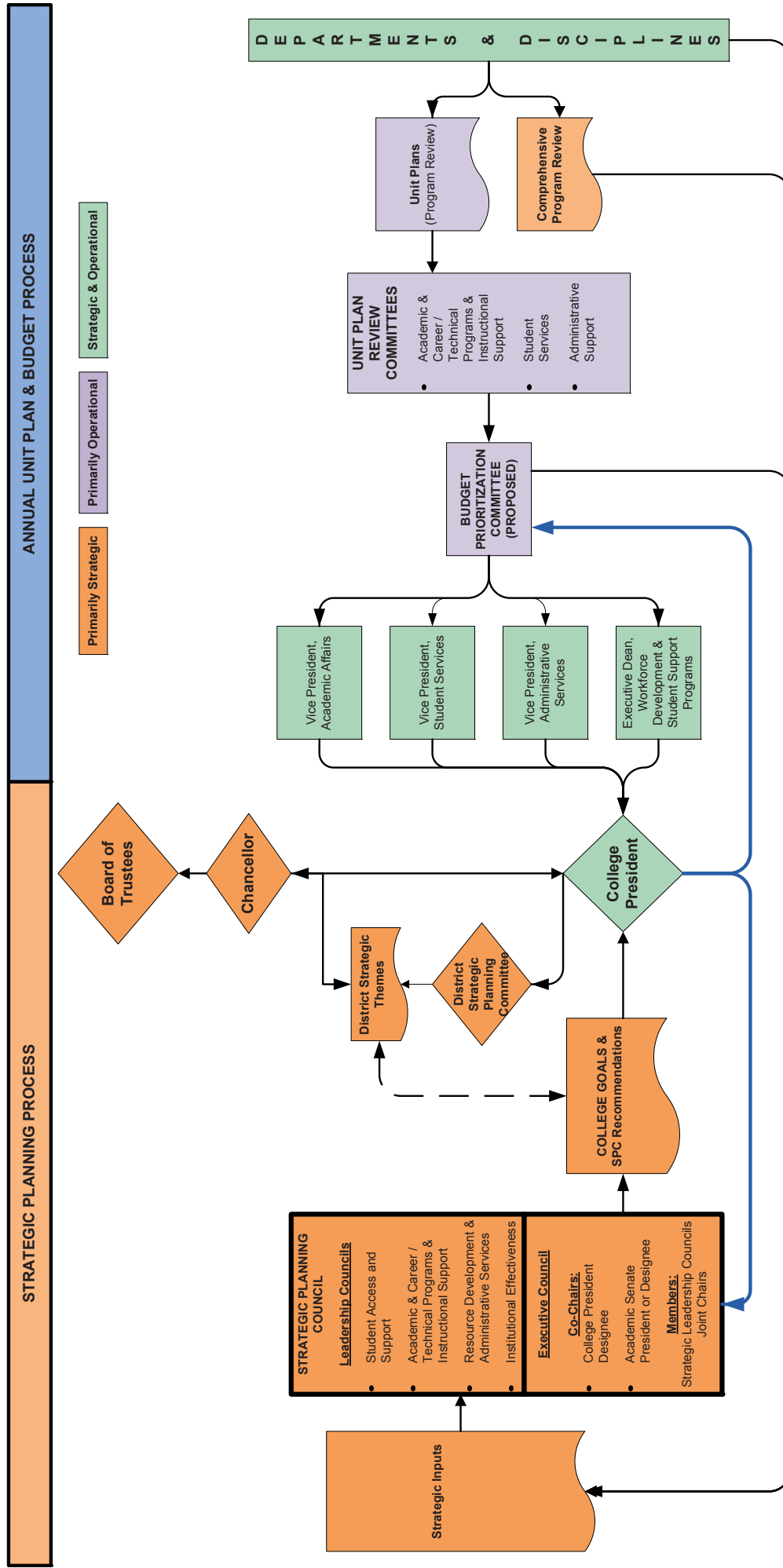


Tom Allen*	Associate Professor, English
Lorraine Anderson	Dean, Admissions & Records
Hayley Ashby	Associate Professor, Library
Steven Ashby*	Multimedia Operations Specialist
Sandy Baker	Dean, School of Nursing
Scott Blair	Associate Professor, Astronomy
Ellen Brown-Drinkwater*	Assistant Professor, Counseling
Edward Bush*	Vice President, Student Services
Shelagh Camak*	Executive Dean, Workforce Development & Student Support Program
Debbie Cazares	Associate Professor, Early Childhood Education
Greta Cohen	Administrative Assistant II, Performance Riverside
David Dant	Instructional Support Specialist
Michelle Davila	Administrative Assistant IV to Vice President of Business Services
Nate Finney	Applications Support Technician
Bernie Fradkin	Dean, Technology & Learning Services
Ginny Haguewood*	Outreach Specialist
Israel Landa	Student, ASRCC President
Janet Lehr	Associate Professor, Computer Information Systems
Mary Legner	Associate Professor, Mathematics
Richard Mahon*	Associate Professor, Humanities
Marilyn Martinez-Flores	Dean, Academic Support
Tara McCarthy*	Educational Advisor, Academic Support
Virginia McKee-Leone	Dean of Instruction
Susan Mills*	Associate Professor, Mathematics
Jan Muto	President, RCC
Ralph Perez	Director, Facilities/Operations & Maintenance
Patrick Schwerdtfeger*	Vice President, Academic Affairs
Jolanta Siemieniewski	Reading Paraprofessional
Cindy Taylor	Outreach/Passport to College Coordinator
Denise Terrazas	Administrative Assistant IV to Vice President of Academic Affairs
Tish Chavez	Recorder/Note taker

* Denotes member of the SPEC

STRATEGIC & OPERATIONAL PLANNING

RIVERSIDE CITY COLLEGE



Strategic Inputs (Examples)
 Educational Master Plan; Facility Master Plan; Technology Plan; Midrange Financial Plan; Campus Climate Surveys; Student Equity Plan; ARCC Data; Matriculation Plan; Basic Skills Action Plan; Comprehensive Program Review; Environmental Scan





Riverside City College
4800 Magnolia Avenue
Riverside, CA 92506

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING COMMITTEE

Report No.: III-B-1

Date: June 15, 2010

Subject: Agreement with Office of Statewide Health Planning and Development

Background: Presented for the Board's review and consideration is an agreement with the Office of Statewide Health Planning and Development in the amount of \$100,000.00. Funds in this agreement will be paid towards the salary and benefits for one full-time faculty position in the physician assistant program from July 1, 2010 through June 30, 2011.

Recommended Action: It is recommended that the Board of Trustees accept the award from the Office of Statewide Health Planning and Development in the amount of \$100,000.00 to pay salary and benefits for one full-time faculty for the 2010-2011 academic year.

Gregory W. Gray
Chancellor

Prepared by: Monte E. Perez
President, Moreno Valley College

Delores Middleton
Director, RCRMC/RCCD Physician Assistant Program

AGREEMENT NUMBER 10-1033
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Office of Statewide Health Planning and Development

CONTRACTOR'S NAME

Riverside Community College District

2. The term of this Agreement is: 07/01/2010 through 06/30/2011

3. The maximum amount of this Agreement is: \$100,000.00
 One hundred thousand dollars and zero cents

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

Exhibit A – Scope of Work	1 page(s)
Exhibit B – Budget Detail and Payment Provisions	2 page(s)
Exhibit C* – General Terms and Conditions	GTC307
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	1 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	4 page(s)

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

These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Riverside Community College District		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING James L. Buysse, Vice Chancellor, Administration & Finance		
ADDRESS 4800 Magnolia Avenue Riverside, Ca 92506		
STATE OF CALIFORNIA		
AGENCY NAME Office of Statewide Health Planning and Development		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Patty Nelson, SSMI Procurement and Contract Services		
ADDRESS 400 R Street, Room 359, Sacramento, CA 95811		

EXHIBIT A

SCOPE OF WORK

1. Contractor agrees to the following:
 - A. Under the direction of the Director of the Riverside County Regional Medical Center/Riverside Community College Physician Assistant employ one (1) full time faculty member to support the educational training of students of the PA Program.
 - B. Budgeted personnel with anticipated duties:
 1. Faculty Member – Responsible for providing clinical supervision to Year II students, facilitating one-on-one and group tutoring to at-risk students; providing lectures to Year I students; tracking academic progress of Year I and Year II students; coordinating community outreach activities; and provide instructional support to the program.
2. Submission of a complete final report including data outcomes for the program at the end of the Contract period.
3. OSHPD agrees to provide:
 - A. The Program Director of the Physician Assistant Program, the current fiscal year's (07-01-2010 to 06-30-2011) master certification form and instructions by September 30th of the current fiscal year.
4. The program representatives during the term of this Contract will be:

State Agency: Office of Statewide Health Planning & Development	Training Program: Riverside County Regional Medical Center/Riverside Community College Physician Assistant Program
Name: Manuela Lachica Program Director	Name: Delores Middleton, Ed.D. Program Director
Phone: (916) 326-3752	Phone: (951) 571-6166
Fax: (916) 322-2588	Fax: (951) 571-6211
E-mail: mlachica@oshpd.ca.gov	E-mail: delores.middleton@rcc.edu

Direct all Contract inquiries to:

State Agency: OSHPD	Contractor: Riverside Community College District
Section/Unit: Healthcare Workforce Development Division	Section/Unit: Administration and Finance
Attention: Melissa Omand Program Analyst	Attention: James L. Buysse, Vice Chancellor
Address: 400 R Street Sacramento, CA 95811	Address: 4800 Magnolia Riverside, Ca 92506
Phone: (916) 326-3753	Phone: (951) 222-8800
Fax: (916) 322-2588	Fax: N/A
E-mail: momand@oshpd.ca.gov	E-mail: james.buysse@rcc.edu

EXHIBIT B

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

FISCAL YEAR: 07-01-2010 to 06-30-2011

<u>PERSONNEL SERVICES:</u>	<u>Total Reimbursement Not to Exceed:</u>
Faculty Member Salary & Benefits	\$92,593
Indirect Costs (8% maximum)	\$7,407
<u>Total for Fiscal Year: 07-01-2010 to 06-30-2011</u>	<u>\$100,000.00</u>

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

Payment

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

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

- D. A final quarterly certification shall be submitted within 120 days after the Contract has ended (i.e., Contract ends June 30th, final certification is due by October 30th). If contractor fails to submit a final certification within 120 days after the Agreement has ended, the monies revert back to OSHPD.

Budget Contingency Clause

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. RESOLUTION OF CONTRACT DISPUTES:

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

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

2. POTENTIAL SUBCONTRACTORS

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

3. TRAVEL

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

EXHIBIT E

ADDITIONAL PROVISIONS

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

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

EXHIBIT E

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

I. Contract Awards

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

E. Purpose for Which Contract Funds May be Expended

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

II. Contract Terms

- A. Funds must be expended during such months and in accordance with such provisions as are provided in the contract, which shall be in accordance with recommendations of the California Healthcare Workforce Policy Commission.

EXHIBIT E

- B. Payment shall be made in arrears on the basis of amounts set forth by the Contractor with final certification submitted within 120 days of contract's end to the Healthcare Workforce Development Division. The certification shall include the name of the person employed under this contract, certification by the Program Director that the person was engaged in activities authorized by this Contract, and costs to the Contractor for the services for which reimbursement is sought. The required certification format shall be provided to the Contractor prior to the effective date of the Contract.

- C. Each Contract shall specify the total amount allowable under the Contract and allowable in each budget category authorized under the Contract, and shall be in accordance with recommendations of the California Healthcare Workforce Policy Commission.

III. Accounting Records and Audits

A. Accounting

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

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

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

C. Record Retention and Audit

1. The education institution shall permit the Director of the Office of Statewide Health Planning and Development, or the Auditor General, or the State Controller, or their authorized representatives, access to records maintained on source of income and expenditures of its nursing education program for the purpose of audit and examination.

2. The education institution shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.

EXHIBIT E

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

VOLUNTARY STATISTICAL DATA SHEET
Information to be used for reporting purposes only

Public Contract Code 10111, requires state agencies to capture information on ethnicity, race, and gender (ERG) of business owners on all awarded contracts and procurements to the extent that the information has been voluntarily reported to the department. The awarding department is prohibited from using this data to discriminate or provide a preference in the solicitation or acceptance of bids, quotes, or estimates for goods, services, construction and/or information technology. This information shall not be collected until after the contract award is made. The completion of this form is **strictly voluntary**. **Please return completed data form by mail to OSHPD 400 R Street, Suite 359, Sacramento, CA 95811-6213 or FAX to (916) 322-2530**

The data you provide on this form should best describe the *ownership of your business*. Ownership of a business should be determined as follows:

- For a business that is an sole proprietorship, partnership, corporation, or joint venture at least 51 percent is owned by one or more individuals in a classification designated below or, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more individuals in a designated classification, or
- For other business entities, the owner is the person controlling management and daily operations and who “owns” the business.

For purposes of this report, respond only if the business has its home office in the United States and which is not a branch or subsidiary of a foreign corporation, firm, or other business.

Ethnicity/Minority Classification As defined in Public Contract Code Section 10115.1

- Asian-Indian** - a person whose origins are from India, Pakistan, or Bangladesh.
- Black** – a person having origins in any of the Black racial groups of Africa.
- Hispanic** – a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin regardless of race.
- Native American** - an American Indian, Eskimo, Aleut, or Native Hawaiian.
- Pacific-Asian** - a person whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, or the United States Trust Territories of the Pacific including the Northern Marianas.
- Other** – Any other group of natural persons identified as minorities in the respective project specifications of an awarding department or participating local agency.

Race Classification As identified by the U.S. Census Bureau

- | | |
|---|--|
| <input type="checkbox"/> American Indian or Alaska Native | <input type="checkbox"/> Asian |
| <input type="checkbox"/> Black or African American | <input type="checkbox"/> Native Hawaiian or Other Pacific Islander |
| <input type="checkbox"/> Other | <input type="checkbox"/> White |

Gender Classification

- Female Male

ITEMS BELOW TO BE COMPLETED BY STATE AGENCY/DEPARTMENT ONLY

- Goods Professional Services Construction

Total Contract/Purchase: _____ **Contract Award Date** _____

DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company defined in the Public Contract Code section 10476 as follows:

"Scrutinized company" means a company in Sudan that is involved in power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, but excludes a company that can demonstrate any of the following:
(a) Its business operations are conducted under contract directly and exclusively with the regional government of southern Sudan.
(b) Its business operations are conducted under a license from the Office of Foreign Assets Control, or are expressly exempted under federal law from the requirement to be conducted under such a license.
(c) Its business operations consist of providing goods or services to marginalized populations of Sudan.
(d) Its business operations exclusively consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization.
(e) Its business operations consist of providing goods or services that are used only to promote health or education.
(f) Its business operations with the Government of Sudan will be voluntarily suspended for the entire duration of the contract for goods or services for which they have bid on, or submitted a proposal for, a contract with a state agency.
(g) It has adopted, publicized, and is implementing a formal plan to cease business operations within one year and to refrain from conducting any new business operations.

Therefore, to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph #1 or Paragraph #2, or via initials and certification for Paragraph #3):

Company/Vendor Name (Printed):

Federal ID Number:

Printed Name and Title of Person Initialing (for Options 1 or 2):

1. _____
initials We do not currently have, and have not had within the previous three years, business activities or other operations outside of the United States.

OR
2. _____
initials We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

OR
3. _____
initials plus certification below We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION For #3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in #3. This certification is made under the laws of the State of California.

By (Authorized Signature):

Printed Name and Title of Person Signing:

Date Executed:

Executed in the County and State of:

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)
 STD. 204 (Rev.6-2003)

1	<p>INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.</p> <p>NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.</p>											
2	<p>PAYEE'S LEGAL BUSINESS NAME (Type or Print) Riverside Community College District 10-1033</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)</td> <td style="width:30%;">E-MAIL ADDRESS</td> </tr> <tr> <td>MAILING ADDRESS 4800 Magnolia</td> <td>BUSINESS ADDRESS</td> </tr> <tr> <td>CITY, STATE, ZIP CODE Riverside Ca 92506</td> <td>CITY, STATE, ZIP CODE</td> </tr> </table>			SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS	MAILING ADDRESS 4800 Magnolia	BUSINESS ADDRESS	CITY, STATE, ZIP CODE Riverside Ca 92506	CITY, STATE, ZIP CODE			
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3	<p>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; text-align: center;">3</td> <td style="width:10%; text-align: center;">3</td> <td style="width:10%; text-align: center;">-</td> <td style="width:10%; text-align: center;">0</td> <td style="width:10%; text-align: center;">8</td> <td style="width:10%; text-align: center;">3</td> <td style="width:10%; text-align: center;">1</td> <td style="width:10%; text-align: center;">3</td> <td style="width:10%; text-align: center;">5</td> <td style="width:10%; text-align: center;">7</td> </tr> </table> <p>PAYEE ENTITY TYPE</p> <p><input type="checkbox"/> PARTNERSHIP</p> <p><input type="checkbox"/> ESTATE OR TRUST</p> <p><input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR</p> <p>CHECK ONE BOX ONLY</p>	3	3	-	0	8	3	1	3	5	7	<p>NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.</p> <p>CORPORATION:</p> <p><input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)</p> <p><input type="checkbox"/> LEGAL (e.g., attorney services)</p> <p><input type="checkbox"/> EXEMPT (nonprofit)</p> <p><input type="checkbox"/> ALL OTHERS</p> <p>ENTER SOCIAL SECURITY NUMBER</p> <p style="font-size: small;">SSN required by authority of California Revenue and Tax Code Section 18646)</p>
3	3	-	0	8	3	1	3	5	7			
4	<p>PAYEE RESIDENCY STATUS</p> <p><input type="checkbox"/> California resident – Qualified to do business in California or maintains a permanent place of business in California.</p> <p><input type="checkbox"/> California nonresident (see reverse side) – Payments to nonresidents for services may be subject to State income tax withholding.</p> <p style="margin-left: 20px;"><input type="checkbox"/> No services performed in California.</p> <p style="margin-left: 20px;"><input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.</p>											
5	<p>I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)</td> <td style="width:40%;">TITLE</td> </tr> <tr> <td>SIGNATURE</td> <td>DATE</td> </tr> <tr> <td></td> <td>TELEPHONE ()</td> </tr> </table>			AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE	SIGNATURE	DATE		TELEPHONE ()			
AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE											
SIGNATURE	DATE											
	TELEPHONE ()											
6	<p>Please return completed form to:</p> <p>Department/Office: <u>Office of Statewide Health Planning & Development</u></p> <p>Unit/Section: <u>Business & Contracts Services Unit</u></p> <p>Mailing Address: <u>400 R Street, Room 359</u></p> <p>City/State/Zip <u>Sacramento California 95811</u></p> <p>Telephone: <u>(916) 326-3216</u> Fax: <u>(916) 322-2530</u></p> <p>E-mail Address: <u>PNelson@oshpd.state.ca.us</u></p>											

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
Riverside Community College District	10-1033	33-0831357
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
James L. Buisse, Vice Chancellor, Administration and Finance		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: III-B-2

Date: June 15, 2010

Subject: Readmit Contract Students - Spring to Fall Persistence

Background: Presented for the Board's review and consideration is a report on students with readmit contracts. Students who do not achieve satisfactory progress after two terms of work (fall/spring) are subject to dismissal and are placed on a readmit contract. Dismissal students develop their readmit contract with a counselor to assist them to recover their good academic standing. The present study consists of first-time dismissal students who completed a readmit contract to determine the rate of their enrollment in the subsequent fall term. The present study examined the rate of enrollment in the subsequent fall term by first-time dismissal students who completed a readmit contract.

For Information Only.

Gregory W. Gray
Chancellor

Prepared by: Ray Maghroori
Vice Chancellor, Academic Affairs

Kristina Kauffman
Associate Vice Chancellor, Institutional Effectiveness

David Torres
District Dean, Institutional Research

Readmit Contract Students - Spring to Fall Persistence

Prepared by Institutional Research, Riverside Community College District

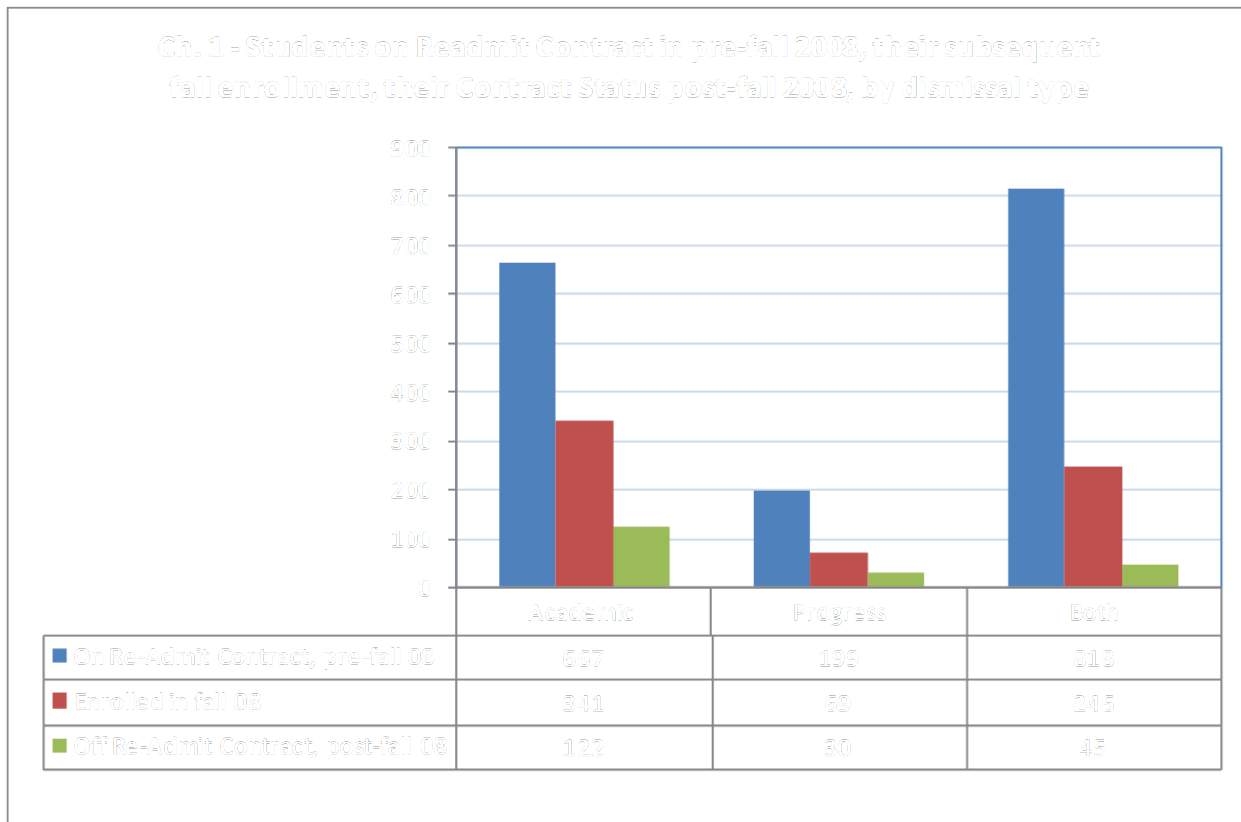
Background: Students who do not achieve satisfactory progress after two terms of academic work (fall/spring), are subject to dismissal and are placed on a readmit contract. Dismissal students develop the readmit contract with a counselor to assist them in recovering their good academic standing. The present study consists of first-time dismissal students who completed a readmit contract to determine the rate of their enrollment in the subsequent fall term.

Methodology: There are three dismissal statuses:

- Academic Dismissal/Disqualification
 - (having cumulative grade point average below a 2.0)
- Progress Dismissal/Disqualification
 - (having unsuccessful units attempted at RCCD that equals or exceeds 50%)
- Both Progress and Academic Dismissal/Disqualification
 - (having a combination of low cumulative grade point average and unsuccessful units attempted that equals or exceeds 50%)

Findings: Chart 1 illustrates for student disqualification types:

- 1) How many students with readmit contracts pre-fall 08 enrolled in the subsequent term of fall 08, and...
- 2) how many of those fall 08 students were still on contract post-fall 08?



1. How many students with readmit contracts pre-fall 08 enrolled in the subsequent term of fall 08?

Of the 667 academic dismissal students, 51% (or 341/667) returned in the subsequent fall term.

Of the 818 students on both academic and progress probation, only 30% (or 246/818) returned in

fall 08. While students who were on progress dismissal fared slightly better in subsequent fall enrollment with 35%, (69/199), they made up only 12% of the sample.

Clearly, students on academic dismissal only were more likely to attend the subsequent fall term.

(Of the 1,028 students who did not enroll in the fall 08, only 81 (8%) were unable to register to attend because they had a hold on their accounts.)

2. How many of those fall 08 students were still on contract post-fall 08?

Furthermore, the graphic also shows the proportion of students who were able to get off of their readmit contract by the end of the fall 08 term.

Of those with academic dismissal/disqualification, 35.8% (122/341) were able to get off contract by the end of the term. This is relatively positive compared to only 18% (45/818) of the both dismissal groups. The smallest group (those with only progress dismissal) had the highest rate of getting off readmit contract 43% (30/69).

Summary: The present study examined the effect of having a readmit contract on file for students in different categories of dismissal. Students who were only on academic dismissal returned to RCCD in the next primary term at a higher rate than other groups. Once re-enrolled, students who were on academic dismissal only were able to be reinstated (that is, off the readmit contract) within one term more often than students with other dismissal categories.

These findings suggest that the readmit contract is differentially effective for different dismissal categories. Preliminary further research suggests that these results do not differ by demographic categories. Future studies will track the progress of students through more semesters.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING COMMITTEE

Report No.: III-B-3

Date: June 15, 2010

Subject: Academic Programs Abroad, Beijing, China Spring 2011

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 Beijing, China from March 3, 2011 through May 14, 2011. CAPA has served as the District's educational services contractor for study programs in the past. CAPA will receive \$1,000.00 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 March 3, 2011 through May 14, 2011, for an amount not to exceed \$1,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Gregory W. Gray
Chancellor

Prepared by: Ray Maghroori
Vice Chancellor, Academic Affairs

Jan Schall
Coordinator, International Education/Study Abroad Program

Riverside Community College District to Beijing –Spring 2011

1. PROGRAM DATES

Departure from the United States: Thursday, March 3, 2011
Arrival in Beijing: Friday, March 4, 2011
Departure from Beijing: Saturday, May 14, 2011

2. STUDENT SERVICES

Flights

Roundtrip airfare from Los Angeles to Beijing, up to \$1,000 per student

Accommodations

Shared student accommodation in guesthouse with half board

Meals

Breakfast and lunch Monday through Friday

CAPA Standard Inclusions

Recruitment Material including program-specific website Arrival Orientation Arrival Reception
Departure Ceremony Insurance My Education Cultural Events Calendar CAPA Program
Services Staff Support for duration of the program

Cultural Fund

\$50 per student fund to be dispersed by the faculty's or institution's discretion while in Beijing.

3. FACULTY SERVICES

Flights

Roundtrip airfare from Los Angeles to Beijing, up to \$1,000 per faculty

Accommodations

Accommodation for the program dates for each instructor in a furnished, one-bedroom apartment in Beijing.

Meals

Breakfast will be included daily at the apartment. Lunch is included Monday through Friday at the CAPA Beijing Center.

Other Services

The following services as listed for the students will be provided for the faculty: orientation, group events, excursions and activities, insurance, local transportation and airport 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 landline in the apartment is not guaranteed.

4. 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.

Local Instruction

Students will have the option to enroll in a Chinese Language and Culture course for \$411. Classroom space for this course will be at CAPA Beijing Center.

Classroom Facilities

One classroom at CAPA Beijing Center for a total of 200 hours (five hours per day, four days per week). This classroom will accommodate up to 30 students.

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.

Classroom Equipment

Overhead projector Television with universal VCR All-region DVD player Slide projector
PowerPoint projector

5. LOCAL TRANSPORTATION

Transfers

The group will be met by a CAPA representative at an arranged time at the Beijing airport and transferred to their accommodations. Note that just one group transfer is included, and students arriving separate from the group will need to make their own way to the accommodation. A group transfer will also be arranged for departure.

6. EXCURSIONS

A half-day city tour of Beijing to include transportation by private coach and English-speaking guide. No entrances are included.

A two-hour guided walking tour of the Forbidden City with English-speaking guide.

Full-day excursion to the Great Wall to include transportation by private coach, lunch in a village restaurant, entrances to the Great Wall, and an English-speaking guide.

7. EVALUATION VISIT (optional)

CAPA will arrange an evaluation visit for one administrator consisting of hotel accommodation for four nights, roundtrip airfare from Los Angeles to Beijing, and roundtrip airport transfer.

Note: Date requests must be submitted a minimum of 70 days prior to the date of departure from the United States.

8. PROGRAM FEES

2011 Program Fees Per Student

20-24 students and 2 faculty: \$6,749.00

25 + students and 2 faculty: \$6,499.00

Optional Chinese Language Course: \$411.00 per student
Optional Evaluation Visit: \$1,779.00 per evaluation participant

NOTE: 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.

Refundable Housing Deposit

A \$150-per-student refundable damage deposit will be added to the program fees above. CAPA will refund Riverside Community College District 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).

Riverside Community College District – Spring 2011
Program dates -- Arrive: March 4, 2011 Depart: May 14, 2011
Reference: 110304CARCCBEI v01

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

1. This letter will record an Agreement between CAPA International Education, LP (“CAPA”) and Riverside Community College District (“Institution”).
2. This is a single year proposal
3. Individual Student Payment Plan: 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 70 days prior to departure. Forms received after this date will be subject to availability and applicable late fees.
4. Individual cancellations will be processed according to the below listed Cancellation and Refund Policy.
5. 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.
6. Cancellation and Refund Policy:

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
7. Please indicate acceptance of this agreement by signing and returning two copies of this letter agreement and contract to CAPA.
8. 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.
9. 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
10. The Institution agrees not to contract with directly or indirectly, or in any way use any contacts, personnel, facilities, or suppliers utilised during a CAPA program, for a period of three years from the return date of any given program.

Signature: _____ Signature: _____

Name: _____ Name: _____
CAPA Riverside Community College District

Accounts Administrator Title: _____

Date: _____ Date: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Semester in China
March 4, 2011 – May 14, 2011

RELEASE AND HOLD HARMLESS AGREEMENT

Addendum to the Contract between Centers for Academic Programs Abroad, Inc. (CAPA) and Riverside Community College District (RCCD)

Riverside Community College District (RCCD) will provide academic instruction for the Semester Abroad program, Spring 2011. Centers for Academic Programs Abroad (CAPA) will provide housing accommodations, travel arrangements, and classroom facilities in Beijing, China.

1. Spring semester program to China for the period March 4, 2011 to May 14, 2011.
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. 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: _____

Title: _____

INDEMNITY & HOLD HARMLESS
Beijing, China: Riverside Community College District

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING COMMITTEE

Report No.: III-B-4

Date: June 15, 2010

Subject: Academic Programs Abroad, Florence, Italy Fall 2010

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 2, 2010 through November 24, 2010. CAPA has served as the District's educational services contractor for study programs in the past. CAPA will receive \$1,000.00 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 2, 2010 through November 24, 2010, for an amount not to exceed \$1,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Gregory W. Gray
Chancellor

Prepared by: Ray Maghroori
Vice Chancellor, Academic Affairs

Jan Schall
Coordinator, International Education/Study Abroad Program

Riverside Community College District to Florence -Fall 2010

1. PROGRAM DATES

Departure from the United States: Thursday September 2, 2010 Arrival in Italy: Friday September 3, 2010 Departure from Italy: Wednesday November 24, 2010

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.

3. STUDENT SERVICES

Flights

Roundtrip airfare in and out of Florence will be provided.

Accommodations

Student Accommodation with double room occupancy provided by Dante Alighieri

Meals

Self-catering

CAPA Standard Inclusions

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.

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.

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.

24-Hour 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 \$7,024 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.

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).

Jan Schall Riverside Community College District to Florence – Fall 2010

Program Dates:

Depart US: September 2, 2010 Arrival in Italy: September 3, 2010 Return to US: November 24, 2010

Reference number: 100902CARCCFLO v.1

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 reference number 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 70 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:

Withdrawal Date Cancellation Fees

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.) The Institution agrees not to contract with directly or indirectly, or in any way use any contacts, personnel, facilities, or suppliers utilized during a CAPA program, for a period of three years from the return date of any given program.

Signature

Signature

Name: _____
CAPA
Accounts Administrator
Finance

Name: _____
Riverside Community College District
Title: Vice Chancellor, Administration and

Date: _____

Date: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Semester in Italy
September 2, 2010 – November 24, 2010

RELEASE AND HOLD HARMLESS AGREEMENT

Addendum to the Contract between Centers for Academic Programs Abroad, Inc. (CAPA) and Riverside Community College District (RCCD)

Riverside Community College District (RCCD) will provide academic instruction for the Semester Abroad program, Fall 2010. Centers for Academic Programs Abroad (CAPA) will provide housing accommodations, travel arrangements, and classroom facilities in Florence, Italy.

1. Fall semester program to Italy for the period September 2, 2010 to November 24, 2010.
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. 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: _____

Title: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING COMMITTEE

Report No.: III-B-5

Date: June 15, 2010

Subject: Memorandum of Understanding with Corona-Norco Unified School District

Background: Presented for the Board's review and consideration is a Memorandum of Understanding between Riverside Community College District and Corona-Norco Unified School District (CNUSD) to work collaboratively to fulfill objectives of the project work plan of the Workforce Innovation Partnership project awarded to RCCD. The intent of the Workforce Innovation Partnership is to develop projects such as 2 + 2 programs and to create career pathways aligned with selected Economic and Workforce Development (EWD) Program Strategic Priority Areas to prepare the future workforce of California with the skills needed for emerging high-skill, high-opportunity industry areas, and add alternatives for those not immediately pursuing a four-year degree. Total payment under this Memorandum of Understanding shall not exceed \$140,854.00, for the period May 1, 2010 through December 31, 2011. Funding source: Governor's Career Technical Education Pathways Initiative – Workforce Innovation Partnership Grant.

Recommended Action: It is recommended that the Board of Trustees ratify the Memorandum of Understanding, for the time frame of May 1, 2010 through December 31, 2011, in an amount not to exceed \$140,854.00, and authorize the Vice Chancellor, Administration and Finance, to sign the Memorandum of Understanding.

Gregory W. Gray
Chancellor

Prepared by: Ray Maghroori
Vice Chancellor, Academic Affairs

Ron Vito
Vice President, Career and Technical Programs

Memorandum of Understanding
Between Riverside Community College District
and
Corona-Norco Unified School District

This Agreement, entered into April 21, 2010 between Riverside Community College District, hereinafter referred to as RCCD, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, and Corona-Norco Unified School District, hereinafter referred to as CNUSD, whose address is 2820 Clark Avenue, Norco, CA 92860, is effective to cover activities beginning May 1, 2010 and ending December 31, 2011, or the ending date of the grant performance period, if extended. This Agreement is based on the Governor's Career Technical Education Pathways Initiative – Workforce Innovation Partnership Grant Agreement, RFA# 09-142-960, between RCCD and the California Community Colleges Chancellor's Office, which was entered into on May 1, 2010.

RCCD will reimburse CNUSD, using funds awarded by the California Community Colleges Chancellor's Office, for costs incurred in the conducting Workforce Innovation Partnership grant activities, up to \$140,854, and identified in the grant application, to include the following:

- Release time/stipend for faculty project coordinator, \$50/hour x 200 hours = \$10,000
- Benefits for faculty release time/stipend @ 5% salary = \$500
- Project supplies, materials, and curriculum
 - Learn Mastercam, 45 seats = \$17,600
 - Immersive CNC, 100 user sites/15 concurrent seats = \$27,034
 - Solidworks-Camworks, 45 seats = \$21,080
 - Green Manufacturing, 20 seats @ \$750 ea. = \$15,000
 - Mastercam for middle school, 20 seats @ \$600 ea. = 12,000
- Professional presenters for workshops, 12 workshops @\$500 = \$6,000
- Middle school instructional equipment:
 - 3D rapid prototype printers, 2 @ \$11,900 ea = \$23,800
 - Small Davinci mill = \$7,840

Total payment to CNUSD for the operation of the Workforce Innovation Partnership Grant program will not exceed \$140,854 over the term of this Agreement unless said document is amended. Payment is contingent upon satisfactory performance as evidenced by quarterly narrative reports including appropriate support documents.

The intent of the Workforce Innovation Partnerships (WIPs) grant is to develop projects such as 2 + 2 programs and create career pathways aligned with selected Economic and Workforce Development (EWD) Program Strategic Priority Areas to prepare the future workforce of California with the skills needed for emerging high skill, high opportunity industry areas, and add alternatives for those not immediately pursuing a four-year degree. CNUSD agrees to work collaboratively with Riverside Community College District to meet these goals and to fulfill all of the objectives of the project workplan.

CNUSD does hereby agree to comply with all of the following:

1. PROGRESS REPORT

CNUSD will submit an invoice and program progress report by the 10th day following the end of each quarter to RCCD for activities and grant-funded expenses incurred under the terms of this agreement. Reporting will be submitted on forms provided by RCCD to CNUSD and invoices will be accompanied by auditable documentation to support the claimed expenditure. The first quarterly invoice and progress report will be due September 10, 2010. The final quarterly invoice and progress report will be due January 10, 2012

2. BUDGET CONCERNS

If the state or federal budget for the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall have no force and effect. In this event, RCCD shall have no liability to pay any funds whatsoever to CNUSD or to furnish any consideration under this Agreement and CNUSD shall not be obligated to perform any provision of this Agreement. Any work performed by CNUSD prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.

3. SUB-AGREEMENTS

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

4. AUDIT

CNUSD agrees that the RCCD, or its designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CNUSD agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period for records retention is stipulated. CNUSD agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. CNUSD agrees to include a similar right to the State Chancellor's Office, the Bureau of State Audits, or any other appropriate state or federal oversight agency or their designated representative(s) to audit records and interview staff.

5. PRODUCTS AND DELIVERABLES

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

6. TRAVEL

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

7. STANDARDS OF CONDUCT

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

8. INTELLECTUAL PROPERTY

- a. CNUSD agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, and/or trademarks or servicemarks first created, developed or produced pursuant to this Agreement, by CNUSD shall be and are Work for Hire. All rights, title, and interest in and to the work first developed under this Agreement shall be assigned and transferred to the Chancellor's Office. This Work for Hire agreement shall survive the expiration or early termination of this Agreement.
- b. The copyright for all materials first produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office and CNUSD shall assign all rights, title and interest thereto, to the Chancellor's Office. The Chancellor's Office shall acknowledge CNUSD as the author of works produced pursuant to the Work for Hire Agreement on all publications of such work. The Chancellor's Office may license CNUSD to reproduce and disseminate copies of such work provided the licensee agrees to to permit infringement of the copyright by any person, to compensate the Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement. Said license shall include the right to create and use works derived from those created under this Agreement, even if such derivative works compete with other works created under this Agreement.

All materials first developed in draft and in final form pursuant to this Agreement shall, in a prominent place, bear the © or the word "Copyright", or the abbreviation "Copr.", followed by the year created; and the words "Chancellor's Office, California Community Colleges." Acknowledgement may be given to CNUSD or the actual

- author(s) of the work in an appropriate manner elsewhere in the material. If it is deemed necessary by either the Chancellor's Office or RCCD that the copyright be registered with the U.S. Copyright Office, RCCD will be responsible for applying for, paying the filing fees for, and securing said copyright.
- c. All technical communications and records originated or first prepared by CNUSD, if any, pursuant to this Work for Hire agreement, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not including CNUSD's administrative communications and records relating to this Agreement, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.
 - d. If it is deemed necessary by either the Chancellor's Office or RCCD that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufacture, or composition of matter, RCCD will be responsible for applying for, paying the filing fees for, and securing said patent. All patents for inventions, processes, machines, manufactures, or compositions of matter developed pursuant to this Agreement shall be issued to the "Chancellor's Office, California Community Colleges." All products and references to patents shall be marked and designated as such as required by law. Acknowledgment may be given to CNUSD or the actual inventor(s) in an appropriate manner. The Chancellor's Office agrees to grant a nonexclusive license for such intellectual property to CNUSD. Said license shall include the right to use the patent for inventions, processes, machines, manufactures, or compositions of matter derived from those created under this Agreement.
 - e. All trademarks and servicemarks first created, developed or acquired pursuant to this Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or RCCD that a trademark or servicemark be registered with state or federal agencies, RCCD will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Agreement shall be issued to the "Chancellor's Office California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Agreement to CNUSD.
 - f. In connection with any license granted pursuant to the preceding paragraphs, CNUSD agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. CNUSD may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.

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

9. WORKERS' COMPENSATION

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

10. LAW GOVERNING

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

11. PARTICIPATION IN GRANT-FUNDED ACTIVITIES

- a. During the performance of this Agreement, CNUUSD shall ensure that no person is excluded from, denied the benefits of, or otherwise subjected to discrimination with respect to participation in any program or activity funded under this Agreement on the basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability.
- b. Programs funded by this Agreement should not be designed, administered, or advertised in a manner that discourages participation on any of the bases set forth above. Any informational, advertising, or promotional materials regarding such programs may not include any statements to the effect that a program is for, or designed for, students of a particular race, color, national origin, ethnicity or gender. In the event that mentoring or counseling services are provided with funding provided by this Agreement, students may not be paired with mentors or counselors based solely upon the race, color, national origin, ethnicity or gender of the students, mentors, or counselors.

12. DISCRIMINATION CLAUSE

- a. During the performance of this Grant, CNUSD shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), age (over 40), marital status, denial of family care leave, sexual orientation, political affiliation, or position in a labor dispute. CNUSD shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- b. CNUSD shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- c. CNUSD shall also comply with the provisions of Government Code sections 11135-11139.8, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code Regs., tit. 5, §§ 59300 et seq.)
- d. CNUSD shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

13. ACCESSIBILITY FOR PERSONS WITH DISABILITIES

- a. By signing this Agreement, CNUSD assures RCCD that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- b. CNUSD shall, upon request by any person, make any materials produced with funds under this agreement available in Braille, large print, electronic text, or other appropriate alternate format. CNUSD shall establish policies and procedures to respond to such requests in a timely manner.
- c. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by CNUSD, whether purchased, leased or provided under some other arrangement for use in connection with this Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.

- d. Design of computer or web-based instructional materials shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>) or similar guidelines developed by the Chancellor's Office.
- e. CNUSD shall respond to and resolve any complaints regarding accessibility of its products and services as required by this section. If such complaints are not informally resolved, they shall be treated and processed as complaints of discrimination based on disability pursuant to California Code of Regulations, title 5, sections 59300 et seq.
- f. CNUSD shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.

14. INDEMNIFICATION

CNUSD agrees to indemnify, defend and save harmless RCCD, its trustees, officers, agents and employees from any and all claims losses accruing or resulting to any and all employees, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by CNUSD in the performance of this Agreement.

15. INDEPENDENT STATUS

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

16. AGREEMENT IS COMPLETE

No amendment, alteration or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

17. TERMINATION

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

Riverside Community College District

James L. Buysse
Vice Chancellor, Administration and Finance

Date

Corona-Norco Unified School District

Dr. Gregory Plutko
Deputy Superintendent

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING COMMITTEE

Report No.: III-B-6

Date: June 15, 2010

Subject: Sub Grantee Agreement, American Recovery Reinvestment Act Southern California Logistics Technology Collaborative with San Bernardino Community College District

Background: Presented for the Board's review and consideration is a sub grantee agreement with the San Bernardino Community College District in the amount of \$237,683.00. The funds will be used for salaries, benefits, materials, and other operational expenses of the American Recovery Investment Act Southern California Logistics Technology Collaborative program from July 1, 2010 through June 30, 2011.

Recommended Action: It is recommended that the Board of Trustees accept the sub grantee award from the San Bernardino Community College District in the amount of \$237,683.00, and authorize the Vice Chancellor, Administration and Finance to sign the sub grantee agreement.

Gregory

W. Gray
Chancellor

Prepared by: Ray Maghroori
Vice Chancellor, Academic Affairs

John Tillquist
Dean, Economic Development and Community Education

Robert Grajeda
Director, Corporate and Business Development



SUBGRANTEE AGREEMENT

114 SOUTH DEL ROSA DRIVE
SAN BERNARDINO, CALIFORNIA, 92408

This agreement is made and entered into by and between the San Bernardino Community College District hereinafter referred to as “DISTRICT”, and Riverside Community College District – RCC, hereinafter referred to as “CONTRACTOR”.

RECITALS

WHEREAS, the DISTRICT needs assistance in servicing the Riverside County area to be an active partner and developer of the Southern California Logistics Technology Collaborative (SCLTC); and,

WHEREAS, the CONTRACTOR is professionally and specially trained and competent to provide these services; and,

WHEREAS, the authority for entering into this agreement is contained in Section 53060 of the Government Code and such other provisions of California Law as may be applicable,

NOW THEREFORE, the parties to this agreement do hereby mutually agree as follows:

AGREEMENT

1. DESCRIPTION OF SERVICES

PLEASE SEE ATTACHMENT A

2. CONTRACTOR GENERAL RESPONSIBILITIES

The CONTRACTOR shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for Contract performance. Said records shall be kept and maintained with the CONTRACTOR. The DISTRICT shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books. Records, should

- a. include, but are not limited to, primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars that state the administrative requirements, cost principles and other standards for accountancy.
- b. The CONTRACTOR shall observe all federal, state and County regulations concerning confidentiality of records.
- c. The CONTRACTOR shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Failure to comply with the provisions of this section may result in immediate termination of this contract.

3. TERM

CONTRACTOR will commence work under this agreement on July 1, 2010 and will diligently prosecute the work thereafter. CONTRACTOR will complete the work not later than June 30, 2011. CONTRACTOR shall not commence work until the DISTRICT'S Board has approved the Agreement.

4. COMPENSATION

In consideration for the services provided by CONTRACTOR, DISTRICT shall pay the CONTRACTOR within 60 days after receipt of approved invoice by accounts payable in accordance with the following:

- a. CONTRACTOR shall be paid an amount not to exceed \$237,683.
- b. Payment(s) shall be made in one of the following manners:
 single payment upon completion of services : This will require approved invoice(s) to be submitted to Account Payable at least 25 working days prior to the completion of services.
 X other Payments(s) paid on a net 60 after Accounts Payable receives approved invoice(s). See Attachment B.
- c. Billing
CONTRACTOR shall invoice DISTRICT for all payments directed to San Bernardino Community College DISTRICT 114 South Del Rosa Drive, San Bernardino, California, 92408, Attention: Accounts Payable. Invoices shall be submitted in duplicate and must include CONTRACTOR'S signature and tax identification number.

d. DISTRICT will not withhold federal or state income tax from payments made to CONTRACTOR under this agreement, but will provide CONTRACTOR with a statement of payments made by DISTRICT to CONTRACTOR at the conclusion of each calendar year.

5. TERMINATION

This agreement may be canceled by either party with or without cause by written notice provided fourteen (14) calendar days before actual termination. Final payment will include all services/work completed up to effective termination date.

6. RELATIONSHIP OF PARTIES

DISTRICT and CONTRACTOR hereby agree and acknowledge that CONTRACTOR, in providing the services herein specified, is and at all times shall be acting as an independent CONTRACTOR. As such, CONTRACTOR shall have the right to determine the time and the manner in which the contracted services are performed. DISTRICT shall not have the right to control or to determine the results to be attained by the work of CONTRACTOR, nor the details, methods, or means by which that result is to be attained. CONTRACTOR shall not be considered an agent or employee of DISTRICT and shall not be entitled to participate in any employee fringe benefits of DISTRICT. The relationship of the parties will be based on the IRS guidelines (see Attachment A). The DISTRICT reserves the right to make the final determination as to the correct relationship of the parties.

7. CONTRACTOR'S STATUS

CONTRACTOR expressly represents and covenants that he/she is a N/A duly licensed under the relevant rules and regulations of the State of California and that services provided to the DISTRICT are provided pursuant to such rules and regulations. The CONTRACTOR certifies that neither it nor its principals is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Orders 12549 and 12689, and implemented as 45 CFR, Part 76.

8. LIABILITY

CONTRACTOR agrees to procure and maintain in force during the term of this Agreement and any extension thereof, at its expense, public liability insurance adequate to protect against liability for damage claims through public use of or arising out of accidents occurring from said services, in a minimum amount of \$300,000 combined single limits for bodily injury and property damage. Such insurance policies shall provide coverage for DISTRICT'S contingent liability on such claims or losses. DISTRICT, its officers, agents and employees shall be named as an additional insured. A certificate of insurance shall be delivered to DISTRICT'S Office of Business Services. CONTRACTOR agrees to obtain a written obligation from the insurers to notify DISTRICT in writing at least thirty (30) days prior to cancellation or refusal to renew any such policies.

9. **WORKERS' COMPENSATION INSURANCE** CONTRACTOR shall obtain and maintain in full force and effect throughout the entire term of this Agreement full Workers' Compensation Insurance in accord with the provisions and requirements of the Labor Code of the State of California. Endorsements that implement the required coverage shall be filed and maintained with the DISTRICT throughout the term of this Agreement. The policy providing coverage shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to DISTRICT. The policy shall also be amended to waive all rights of subrogation against the DISTRICT, its elected or appointed officials, employees, agents, or CONTRACTORS for losses which arise from work performed by the named insured for the DISTRICT.

10. **HOLD HARMLESS**

a. CONTRACTOR shall defend, indemnify and hold DISTRICT, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, agents, and students.

11. **AMENDMENTS**

This Agreement may be amended or modified only by written agreement signed by both parties. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a continuous waiver of the right to compel enforcement of such provision or provisions, nor shall such waiver be construed as a release of any surety from its obligations under this Agreement.

12. **ATTORNEY'S FEES**

Should any party violate or breach any term or condition of this Agreement, any other party shall have, without limitation, the right to move for entry of judgment by a court of competent jurisdiction, to seek specific performance thereof, and otherwise exercise all remedies available to him, her or it under the law to obtain redress from injury or damage resulting from any such violation or breach. In any such legal proceeding(s) brought to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred as a consequence hereof.

13. **USE OF U.S. DEPARTMENT OF LABOR FUNDS SPECIAL CONDITIONS**

See Attachment D and Attachment E: some or all of these conditions may apply depending on the nature of the services you are providing in this agreement.

14. **ENTIRE AGREEMENT**

There are no understandings or agreements except as herein expressly stated. Any modifications must be in writing.

15. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent CONTRACTOR and not an officer, agent, servant, or employee of DISTRICT. CONTRACTOR is solely responsible for the acts and omissions of its officers, agents, employees, CONTRACTORS, and sub grantees, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between DISTRICT and CONTRACTOR. Neither CONTRACTOR nor its officers, employees, agents, or sub grantees shall obtain any rights to retirement or other benefits that accrue to DISTRICT employees.

16. LAW TO GOVERN: VENUE

The law of the State of California shall govern this Agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of San Bernardino. In the event of litigation in a U.S. DISTRICT Court, exclusive venue shall lie in the Central DISTRICT of California.

17. NOTICES

All notices herein required shall be in writing and delivered in person or sent by certified mail, postage prepaid, addressed as follows:

IF TO DISTRICT

Attn: Business Services
San Bernardino Community College DISTRICT
114 South Del Rosa Drive
San Bernardino CA 92408

IF TO CONTRACTOR

Riverside Community College District, Attn: Robert Grajeda

14745 Riverside Dr.

Riverside, CA 92518

18. VALIDITY

If any terms, condition, provision, or covenant of this Agreement shall to any extent be judged invalid, unenforceable, void, or violable for any reason whatsoever by a court of competent jurisdiction, each and all remaining terms, conditions, promises and covenants of this Agreement shall be unaffected and shall be valid and enforceable to the fullest extent permitted by law.

19. EXHIBIT AND ADDENDUM INCORPORATED

Exhibits "A - E" are attached hereto and incorporated into this Agreement by reference.

20. ASSIGNMENT

This Agreement is neither assignable nor transferable by either party or by operation of law without the consent in writing of the other party. Consent by either party to one or more assignments or transfers shall not constitute consent to a subsequent assignment or transfer.

21. RIGHT TO MONITOR AND AUDIT

- a. The DISTRICT shall have the absolute right to monitor the performance of the CONTRACTOR in the delivery of services provided under this Contract.
- b. The DISTRICT or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of the CONTRACTOR in the delivery of services provided under this Contract. Full cooperation shall be given by the CONTRACTOR in any auditing or monitoring conducted.
- c. The CONTRACTOR shall cooperate with the DISTRICT in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- d. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by DISTRICT, state and federal representatives for a period of three (3) years after final payment under the Contract or until all pending DISTRICT, state and federal audits are completed, whichever is later. Records of the CONTRACTOR which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the DISTRICT's reasonable advance written notice or turned over to the DISTRICT. If said records are not made available at the scheduled monitoring visit, the CONTRACTOR may, at the DISTRICT's option, be required to reimburse the DISTRICT for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed fifty dollars (\$50) per hour (including travel time) and be deducted from the following month's claim for reimbursement.
- e. The CONTRACTOR shall provide all reasonable facilities and assistance for the safety and convenience of the DISTRICT's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the CONTRACTOR.
- f. Upon the DISTRICT's request, the CONTRACTOR shall hire a licensed Certified Public Accountant, approved by the DISTRICT, who shall prepare and file with the County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

_____ Date _____
DISTRICT SIGNATURE

Steven Sutorus, Business Manager
San Bernardino Community College DISTRICT
114 South Del Rosa Drive
San Bernardino CA 92408
909-382-4000

_____ Date _____
CONTRACTOR SIGNATURE

Company Name: Riverside Community College District
Name: James L. Buysse
Title: Vice Chancellor Administration & Finance
Phone: (951) 222-8047
E-Mail: JimBuysse@rcc.edu

ATTACHMENT A

DESCRIPTION OF SERVICES

7/1/2010 to 6/30/2011

Marketing

- Launch website
- Advertise training
- Confirm, hold marketing events
 - Create marketing materials
 - Hold/attend job fairs, Industry Organization meetings

Recruitment

- Hire job developer/industry outreach consultant
 - Introduce consultant to industry partners
- Recruit trainees from the community at large
 - Logistics employment training
 - Basic Skills training
 - Define orientation calendar for open enrollment classes
- Recruit industry partners
 - Develop individual partner participation plans
 - Develop industry partner marketing/training plans
 - Define industry partner meeting calendar
 - Hold industry partner meetings
 - Define training calendars/industry in-kind
 - Hold orientations throughout period, beginning week of July 5, 2010.

Training

- Begin training and complete cohorts for this period, 7/1/10 – 6/30/11
 - MSSC (2 cohorts, 10-15 participants each)
 - Logistics Boot Camp (2 cohorts, 15-18 participants each)
 - Forklift Training (3 cohorts, 15 to 18 participants each)
 - VESL (2 cohorts, 15-20 participants each)
 - Supervisor Skills (2 cohorts, 15-18 participants each)
 - Computer training (2 cohorts, 10-15 participants each))
 - Maintenance training (2 cohorts, 10-15 participants each)
 - Automotive training (1 cohort, 10-15 participants each)
 - Diesel training (1 cohort, 10-15 participants each)

Course name	Certification/preparation	Hours
MSSC CLA and CLT	MSSC Certification	40 each
Logistics Boot Camp	RCCD completion	80
Forklift Training	Schneider Logistics Certification	16
VESL	RCCD Completion	24
Supervisor Skills	RCCD Completion	24
Computer Training (MS Office)	RCCD Completion	20
Maintenance Training	RCCD Completion	60
Automotive	RCCD Completion	80 - lab
Diesel	RCCD Completion	240 - lab

Placement

- Job development meetings with Riverside County WIB
- Job development meetings with Industry partners
- Schedule job fairs/recruitment meetings to coincide with training completion dates

Reporting

- Quarterly reports on activities – meeting DOL 1512 and other reporting requirements
 - Program entries
 - Course cohorts trained detailing student demographics
 - Job Placements and internships

ATTACHMENT B PAYMENT SCHEDULE

RCCD may submit invoices per quarter* for reimbursement of expenditures. Invoices must be accompanied with: 1) budget and expenditure reports detailing funds used in the commission of operations in the Southern California Logistics Technology Collaborative (SCLTC); 2) updated workplans describing activities and trainings must be inclusive of the budget period; 3) outcomes must list, recruitments, class completions, job placements, marketing and partnership activities with personnel details including required DOL demographic and ethnic data of clients and students served.

Quarterly reports:

1st July 1, 2010 thru September 30, 2010

2nd October 1, 2010 thru December 31, 2010

3rd January 1, 2011 thru March 31, 2011

4th April 1, 2011 thru June 30, 2011

ITEMIZED SUB GRANTEE BUDGET: FY 2010 – 2011		
	District: Riverside Community College District	
	College: Riverside Community College	
	RFA Specification Number: 17.275	
	Program Year: 2010 - 2011 [7/1/10 - 6/30/11] = 12 months	
	Source of Funds: San Bernardino Community College District (DoL Grant)	
Object of Expenditure ¹	Classification	Project Funds Requested
2118	Project Director Support Robert Grajeda 12 month position @ 31.25%, 2.5 hours/day = 12.5 hours/week	28,867
2119	Classified Salaries, Non-instructional Administrative Assistant Support, 12 month position @ 62.5% = 25 hours/week	33,085
3000	Employee Benefits SUI, OASDI, Medicare, PERS, WC, & H & W FT Staff	23,500
4000	Supplies and Materials Office supplies \$2,000; Printing & copying expenses \$1,000; Consumables \$1,500; Materials \$1,000; Books \$923	6,423
5000	Other Operating Expenses and Services Postage \$500; Mileage \$500; Consultants \$106,200; Website, Branding, Marketing \$2,500; Advertising \$6,000; Conferences \$2,500	118,200
6000	Capital Outlay Training Equipment; Computers, printers new = 6,000	6,000
	Total Direct Costs	216,075
	Total Indirect Costs (10% of Direct Costs)	21,608
	Total Project Costs	237,683

TOTAL Expenditures for this Contract not to exceed = \$237,683

ATTACHMENT D

FEDERAL SPECIAL CONDITIONS

- a. Federal Project Officer: The DOLETA Federal Project Officer (FPO) for this grant/agreement is:

Marian Esver
U.S. Department of Labor/ETA 90
7th Street, Suite 17-300
San Francisco, CA 94103
Telephone: (415) 625-7948
E-mail: esver.marian@dol.gov

The FPO is not authorized to change any of the terms or conditions of the grant/agreement. Such changes, if any, will be accomplished by the Grant Officer by the use of a properly executed grant/agreement modification.

- b. Equipment: Awardees must receive *prior approval* from the DOL/ETA Grant Officer for the purchase and/or lease of any equipment with a *per unit acquisition cost of \$5,000 or more, and a useful life of more than one year*. This includes the purchases of ADP equipment. The grant award does not give approval for equipment even if it is specified in a grantee's statement of work unless specifically approved in the grant award execution letter by the Grant Officer. If not, the awardees must submit a detailed description list to the FPO for review within 30 days of the grant/agreement award date. Failure to do so will necessitate the need for approval of equipment purchase on an individual basis.
- c. Program Income: The awardee is authorized to utilize the addition method if any *Program Income* is generated throughout the duration of this grant/ agreement. The awardee is allowed to deduct costs incidental to generating Program Income to arrive at a net Program Income [29 CFR Part 95.24(c)]: or [29 CFR Part 97.25(c)(g)(2)].
- d. Pre-Award: The awardee hereby agrees that all costs incurred by the awardee prior to the start date specified in the grant agreement issued by the Department are *incurred at the awardee's own expense*.
- e. Reports: Pursuant to Training and Employment Notice (TEN) 12-07, Implementation of New OMB Approved Form ETA 9130, U.S. DOL ETA FINANCIAL REPORT, dated October 1, 2007, all ETA grantees are required to report quarterly financial data on the ETA 9130, beginning with the quarter ending September 30, 2007. (From the September 30, 2007 reporting quarter and forward, previously required financial reporting forms, including the Standard Form 269, are no longer accepted by ETA.) The ETA on-line reporting system has been modified to accommodate the ETA 9130 required data elements, which include a new Federal cash section. Expenditures are required to be reported on an accrual basis, cumulative from the beginning of the life of a grant, through the end of each reporting period. Upon receipt of an ETA award, grantees will receive instructions for accessing both the on-line financial reporting system and the HHS Payment Management System. Copies of the ETA 9130 and detailed reporting instructions are available at www.doleta.gov/grants. The ETA Basic reporting format is applicable for the WIA Incentive grants.

Grantees are no longer required to submit the SF-272, Federal Cash Transaction Report, and SF-272 (a) Federal Cash Transaction Report, Continuation Sheet, provided the grantee files the SF- 272 (e) electronic report in accordance with the HHS Payment Management System requirements. Grantees are required to submit a brief narrative quarterly and final report to the designated Federal Project Officer (FPO) and the Grant Officer (GO) on grant activities funded under this agreement. All reports become due no later than 45 days after the end of each reporting quarter. Reporting quarter end dates are June 30, September 30, December 31, and March 31. (B) QUARTERLY PROGRESS REPORTS The awardee shall submit the QUARTERLY progress report to ETA not later than 45 days after the end of the calendar quarters; and FINAL progress reports not later than 90 days after all funds have been expended, or the period of grant funds availability has expired. For the last calendar quarter in which awardees are active, they will not submit a quarterly progress report, but will include information on their activities that quarter in the FINAL progress report. The awardee's FINAL progress report should provide information on their grant activities during that last quarter and cumulative information on grant activities during the grant's entire period of performance. (*DO NOT MAIL REPORTS DIRECTLY TO THE GRANT OFFICER*).

- (1) The awardee shall use any standard forms and instructions to report on training and employment outcomes and other data relating to the progress reports as provided by ETA.
 - (2) The awardee shall utilize standard reporting processes and electronic reporting systems to submit their quarterly progress reports as provided by ETA.
- f. Consultants: *Consultant* fees paid under this grant/agreement shall be limited to \$585 per day without additional DOL Grant Officer approval.
- g. Rebates: The awardee agrees to advise the Grant Officer, in writing, of any *forthcoming* income resulting from lease/rental rebates or other rebates, interest, credits or any other monies or financial benefits to be received directly or indirectly as a result of or generated by these award dollars. Appropriate action must be taken to ensure that the Government is reimbursed proportionally from such income.
- h. Publicity: No funds provided under this grant shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. Nor shall grant funds be used to pay the salary or expenses of any grant or agreement awardee or agent acting for such awardee, related to any activity designed to influence legislation or appropriations pending before the Congress.
- i. Public Announcements: When issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with Federal money, *all awardees* receiving Federal funds, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program.

j. Executive Order 12928: In compliance with Executive Order 12928, the Grantee is strongly encouraged to provide subcontracting/ sub granting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

- i. Procurement: Except as specifically provided, DOL/ETA acceptance of a proposal and an award of federal funds to sponsor any program(s) does not provide a waiver of any grant requirements and/or procedures. For example, the OMB circulars require an entity's procurement procedures must require that all procurement transactions shall be conducted, as practical, to provide open and free competition. If a proposal identifies a specific entity to provide the services, the DOL/ETA's award does not provide the justification or basis to sole-source the procurement, i.e., avoid competition.
10. Veterans' Priority Provisions: The Jobs for Veterans Act (Pub. L. 107-288) provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. Grantees are required to provide priority of services for veterans and eligible spouses pursuant to 20 CFR part 1010, the regulations implementing priority of service for veterans and eligible spouses in Department of Labor job training programs under the Jobs for Veterans Act published at 73 Fed. Reg. 78132 on December 19, 2008. In circumstances where a grant recipient must choose between two equally qualified candidates for training, one of whom is a veteran, the Jobs for Veterans Act requires that grant recipients give the veteran priority of service by admitting him or her into the program. To obtain priority of service a veteran must meet the program's eligibility requirements. Grantees must comply with DOL guidance on veterans' priority. Currently, ETA Training and Employment Guidance Letter (TEGL) No. 5-03 (September 16, 2003) provides general guidance on the scope of the Job for Veterans Act and its effect on current employment and training programs. TEGL No. 5-03, along with additional guidance, is available at the "Jobs for Veterans Priority of Service" Web site: <http://www.doleta.gov/programs/vets>.
11. Audits: The awardee agrees to comply with the required financial and compliance audits in accordance with the Single Audit Act of 1984.
12. Salary and Bonus Limitations: Under Public Law 109-234 and Public Law 111-8, Section 111, none of the funds appropriated in Public Law 111-5 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. These limitations also apply to grants funded under this SGA. The salary and bonus limitation does not apply to vendors providing goods and services as defined in OMB Circular A-133. See Training and Employment Guidance Letter number 5-06 for further clarification: http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262.
13. Intellectual Property Rights. The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a sub grant or contract under the grant or sub grant; and ii) any rights of copyright to which the grantee, sub grantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any

related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.

If applicable, the following needs to be on all products developed in whole or in part with grant funds:

This workforce solution was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner."

16. Evaluation, Data, and Implementation: The grantee agrees to cooperate with the U.S. Department of Labor (USDOL) in the conduct of a third-party evaluation, including providing to USDOL or its authorized contractor appropriate data and access to program operating personnel and participants in a timely manner.

Signing this award agreement, or the expenditure of grant funds, certifies that your organization has read and will comply with all parts of this grant agreement.

ATTACHMENT E

ADDITIONAL PROVISIONS of THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

This grant agreement addendum addresses additional requirements applicable to funds appropriated in the American Recovery and Reinvestment Act of 2009 (ARRA or the Recovery Act, P.L. 111-5).

The following clauses are specific to usage of ARRA funds and are intended to supplement, not replace any existing terms and conditions. All laws and ETA guidance that are applicable must be followed, even if not specifically cited herein.

Expenditure of grant funds constitutes acceptance of these provisions and all future ARRA Provisions provided by DOL.

1. TRAINING AND EMPLOYMENT GUIDANCE LETTER NO. 17-08

Subject: ARRA Funds Financial Reporting Requirements

Purpose: To provide guidance on the reporting of ARRA funds for Wagner-Peyser Act and Workforce Investment Act programs. This can be found at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2745.

2. TRAINING AND EMPLOYMENT GUIDANCE LETTER NO. 29-08

Subject: Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS)

Number/Central Contractor Registration (CCR) Mandatory Requirement for Federal Grant Sub-recipients under the American Recovery and Reinvestment Act of 2009

Purpose: To inform the workforce system of the mandatory requirement for sub-recipients, i.e., any first-tier subcontract or sub-award funded in whole or in part under the ARRA, to obtain a DUNS number www.dnb.com. Any such sub-recipient must also establish and maintain active and current profiles in the CCR at www.ccr.gov. This can be found at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2773.

In accordance with the ARRA, the following provisions also apply:

3. LIMIT ON FUNDS: In accordance with the ARRA, none of the funds appropriated or otherwise *made available in the ARRA may be used by any State or local government, or any private entity*, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
4. SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS: Grantees agree to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512(c).
5. RESPONSIBILITIES FOR INFORMING SUB-RECIPIENTS: Grantees agree to separately

identify to each sub-recipient and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of ARRA funds.

6. **REPORTING REQUIREMENTS:** Section 1512 of the Recovery Act requires recipients to report on the use of Recovery Act funding, and provide detailed information, such as: total amount of funds received; the amount spent on projects and activities; a list of those projects and activities funded, including name, description, completion status and estimates of jobs created and retained; and details on sub awards and other payments.

All Recovery Act grantees are required to report financial and programmatic information no later than 10 days after the end of each calendar quarter beginning with the quarter ending September 30, 2009. Reporting is cumulative from the enactment of the grant award and required until the end of the Recovery award.

7. **WAGE RATE REQUIREMENTS:** All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. (ARRA Sec. 1606).
8. **WHISTLEBLOWER PROTECTION:** No employee of an organization receiving funds under ARRA may be discharged, demoted or otherwise discriminated against for disclosing information they reasonably believe is evidence of gross mismanagement or waste; a substantial and specific danger to public safety related to the implementation; or, an abuse of authority; or a violation of law, rule, or regulation related to an agency contract or grant, awarded or issued relating to covered funds. [Section 1553(a)]
9. **BUY AMERICAN - USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS:** None of the funds appropriated or otherwise made available by the ARRA may be used for a project for the construction, alteration, maintenance or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States. See ARRA Section 1605 - Buy American Requirements.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING COMMITTEE

Report No.: III-B-7

Date: June 15, 2010

Subject: Proposed Curricular Changes

Background: Presented for the Board's review and consideration are proposed curricular changes. The District Curriculum Committee and the administration have reviewed the attached proposed curricular changes and recommend their adoption by the Board of Trustees.

Recommended Action: It is recommended that the Board of Trustees approve the curricular changes for inclusion in the catalog and in the schedule of class offerings.

Gregory W. Gray
Chancellor

Prepared by: Ray Maghroori
Vice Chancellor, Academic Affairs

Sylvia Thomas
Associate Vice Chancellor of Instruction

New Stand-Alone Course Proposals

- | | | | |
|---|--------|---|---|
| 1. | CIS 43 | Survey of Media Art for Game Design/Animation | N |
| This course will be offered as an optional elective for Game Art students. | | | |
| 2. | CIS 44 | Portfolio Production | N |
| This course will be offered to enhance the existing Game Art program. | | | |
| 3. | ENE 5B | Engineering Principles II | R |
| Second in a two part series of introductory engineering field exploration. This course is project based. It is transferable to Cal Poly Pomona. | | | |
| 4. | FIT 7 | Principles of Fire and Emergency Services Safety and Survival | M |
| This course is proposed to replace FIT-9 in the core curriculum for Fire Technology. This is a Fire and Emergency Services Higher Education Committee (FESHE) recommended change. | | | |
| 5. | FTV 73 | Introduction to Pro Tools Digital Audio Recording | R |
| The course will be included in the FTV Certificate and Degree option for Sound Engineering. | | | |
| 6. | FTV 74 | Production Planning and Management | R |
| This course will be an elective in the Film Production emphasis of the FTV Certificate and Associate Degree pattern. | | | |
| 7. | HLS 4 | Recovery in Emergencies, Disasters and Homeland Security Incidents | M |
| 8. | HLS 5 | Investigation of Emergencies, Disasters and Homeland Security Incidents | M |
| These courses are proposed to provide an overview of incident recovery, including current trends, best practices and effective strategies as part of the Homeland Security series of courses. | | | |

New Program Applicable Course Proposals

- | | | | |
|-----|---------|---|----|
| 1. | CSC 2 | Fundamentals of Systems Analysis | NR |
| 2. | CSC 5 | Fundamentals of Programming Logic Using C++ | NR |
| 3. | CSC 6 | Discrete Mathematics for Computer Science | NR |
| 4. | CSC 11 | Computer Programming using Assembler | NR |
| 5. | CSC 12 | PHP Dynamic Web Site Programming | NR |
| 6. | CSC 14A | Web Programming: JavaScript | NR |
| 7. | CSC 15A | Visual Basic Programming: Objects | NR |
| 8. | CSC 16A | Programming Games with DirectX, OpenGL | NR |
| 9. | CSC 17A | C++ Programming: Objects | NR |
| 10. | CSC 17B | C++ Programming: Advanced Objects | NR |
| 11. | CSC 17C | C++ Programming: Data Structures | NR |
| 12. | CSC 18A | Java Programming: Objects | NR |
| 13. | CSC 18B | JAVA Programming: Advanced Objects | NR |
| 14. | CSC 18C | Java Programming: Data Structures | NR |
| 15. | CSC 20 | Systems Analysis and Design | NR |

16.	CSC 21	Introduction to Operating Systems	NR
17.	CSC 21A	Linux Operating System Administration	R
18.	CSC 25	Introduction to Data Communications	NR
19.	CSC 27	Information and Network Security	NR
20.	CSC 28A	MS Access Programming	NR
21.	CSC 35	Intro Simulation and Game Development	NR
22.	CSC 36	Intro Computer Game Design	NR
23.	CSC 37	Beginning Level Design/Computer Games	NR
24.	CSC 38A	Sim Gaming/3D Modeling	NR
25.	CSC 38B	Sim Gaming/3D Animation	NR
26.	CSC 38C	Sim Gaming/Dynamics/Rendering	NR
27.	CSC 61	Intro to Database Theory	NR
28.	CSC 62	MS Access DBMS: Comprehensive	NR
29.	CSC 63	Intro to Structured Query Language	NR
30.	MAT 6	Discrete Mathematics for Computer Science	NR

These courses are being proposed as part of the new discipline Computer Science for a two year transfer program with Cal Poly Pomona and are cross-listed with CIS courses.

Course Revision Proposals

1.	CIS 21	Introduction to Operating Systems	MNR
2.	CIS 21A	Linux Operating System Administration	R
3.	CIS 35	Intro Simulation and Game Development	MNR
4.	CIS 36	Intro Computer Game Design	MNR
5.	CIS 37	Beginning Level Design/Computer Games	MNR
6.	CIS 38A	Sim Gaming/3D Modeling	MNR
7.	CIS 38B	Sim Gaming/3D Animation	MNR
8.	CIS 38C	Sim Gaming/Dynamics/Rendering	MNR

These courses have been modified as part of program review, and to be cross listed with CSC courses.

9.	COS 60E1	Level V Cosmetology Concepts	R
10.	COS 60E2	Level V Cosmetology Concepts	R

These courses have been modified with an increase in units (hours) from 3.5 to 4 to comply with requirements for the California State Board of Barbering and Cosmetology licensing.

11.	MAC 57	CNC Program Writing	N
12.	MAN 57	CNC Program Writing	N

These courses have been modified to update Title 5 requirements and add student learning outcomes.

13.	MAN 52	Computer Aided Manufacturing-Mastercam	N
-----	--------	--	---

This course has been modified to add an advisory of CIS-1A and to comply with Title 5 requirements.

14. MAN 53 Adv Computer-Aided Manufacturing N
 This course has been modified to decrease units from 4 to 3 with a reduction in hours; to remove course repeatability and to align general education with student learning outcomes and comply with Title 5 requirements.

15. MAN 59 Comp-Aided Man-GibbsCAM N
 This course has been modified to add an advisory of CIS 1A ; remove course repeatability and update course assignments.

Proposed Course Deletions: In instances where courses were part of certificates, the certificate programs have been revised.

- | | | | |
|-----|---------|--|---|
| 1. | MAN 31 | Production Planning, Operations & Control | N |
| 2. | MAN 47B | Advanced Statistical Process Control | N |
| 3. | MAN 62 | Computer Integrated Manufacturing | N |
| 4. | MAN 70 | Manufacturing Methods | N |
| 5. | MAN 71 | Supplier Improvement | N |
| 6. | MAN 82 | Fundamentals Manufacturing Control | N |
| 7. | MAN 91A | Manufacturing Apprenticeship Tech Math | N |
| 8. | MAN 91B | Blueprint Reading for Manufacturing Apprenticeship | N |
| 9. | MAN 92A | Manufacturing Problem Solving | N |
| 10. | MAN 92C | Intro Stat Proc Control for Manufacturing Apprenticeship | N |
| 11. | MAN 93A | Basic Metal Stamping | N |
| 12. | MAN 93B | Material Variation | N |

These courses are being deleted because of outdated technology and/or lack of student interest.

- | | | | |
|-----|---------|--|---|
| 13. | BIT-2 | Basic Lab Skills-Solution Preparation | M |
| 14. | BIT-3 | Basic Lab Skills-Titration | M |
| 15. | BIT-4 | Basic Lab Skills-Spectrometry | M |
| 16. | BIT-5 | Literature Research And Presentation in Biotech | M |
| 17. | BIT-6 | Basic Lab Skills-Microscopy | M |
| 18. | BIT-7 | Basic Lab Skills-Chromatography | M |
| 19. | BIT-8 | Technical Writing Skills | M |
| 20. | BIT-11 | Molecular Tech in Nucleic Acid Anal | M |
| 21. | BIT-12 | Protein Analysis | M |
| 22. | BIT-13 | Safety and Lab Practices | M |
| 23. | BIT-14 | Field Exp Presentation | M |
| 24. | BIT-15 | Basic Lab Immunology | M |
| 25. | BIT-16 | Industry Regulations | M |
| 26. | BIT-200 | Biotech Work Exp | M |
| 27. | BOR-31 | U.S. Mexico Border Studies-Health and Human Services | M |
| 28. | BOR-32 | U.S. Mexico Border Studies-Health Care Field Component | M |
| 29. | BOR-33 | U.S. Mexico Border Studies-Education Field Component | M |

30.	BUS-52	Introduction to PDAs	R
31.	BUS-88	Warehouse/Distribution Skills	N
32.	BUS-89	Forklift Safety and Operations	N
33.	CAT-52	Introduction to PDAs	R
34.	CIS-19A	Network+: Fundamentals of Computer Networking	N
35.	CIS-52	Introduction to PDAs	R
36.	DEN-90	Advanced Techniques in Dental Technology	M
37.	ELE-52	Video Display Systems Servicing	N
38.	ENE-17	Electrical Circuit Analysis	N
39.	ENE-20	Applied Strength of Materials	N
40.	ENE-33	Machine Design	N
41.	ENE-34	Metal Joining Processes	N
42.	ENE-45	Properties Of Materials	N
43.	ENE-46	Manufacturing Processes I	N
44.	ENE-47A	Statistical Processes Control	N
45.	ENE-47B	Advanced Statistical Processes Control	N
46.	ENE-85	Basic Metallurgy	N
47.	FIT-C19C	Wildland Fire Behavior	M
48.	FIT-H7	Hazardous Material Incident Commander	M
49.	FIT-P2A	Fire Prevention 2A	M
50.	FIT-P2B	Fire Prevention 2B	M
51.	FIT-P2C	Fire Prevention 2C	M
52.	FIT-R1B	Rescue Systems 2	M
53.	FIT-S7	Backfire and Burnout	M
54.	FIT-S10	Basic High Rise Fire Operations and Tactics	M
55.	FIT-S16	Fire Control 6 Wildland Firefighting Essentials	M
56.	MAC-51	Machine Processes	N
57.	MAC-58	Quality Assurance	N
58.	MAN-30	Material Handling	N
59.	MAN-34	Metals Joining Processes	N
60.	MAN-47A	Statistical Processes Control	N
61.	MAN-48	Manufacturing Quality Management	N
62.	MAN-49	Problem Solving In Manufacturing	N
63.	MAN-50	Fundamentals of Manufacturing	N
64.	MAN-51	Fundamentals of Manufacturing II	N
65.	MAN-54	Manufacturing Measurements	N
66.	MAN-58	Quality Assurance	N
67.	MAN-65	Mechanical Systems	N
68.	MAN-75B	Advanced Robotics Systems	N
69.	MAN-76	Automated Systems Lab	N
70.	MAN-92C	Introduction to Statistical Process Control	N

These courses are being deleted because they have not been offered for two or more years and there are no plans to offer them in the future.

71.	ACC 96	Practicum in Computers	MNR
72.	ACC 97	Practicum in Computers	MNR
73.	ART 95	Advanced Practicum in Art (Drawing, Painting Design and Printmaking Studios)	NR
74.	ART 96	Practicum in Art (Ceramic and Sculpture)	R
75.	ART 97	Practicum in Art (Drawing, Painting, Design and Printmaking Studios)	NR
76.	ART 98	Advanced Practicum in Ceramics	R
77.	ART 99	Advanced Practicum in Sculpture	R
78.	BIO 96	Practicum in Life Sciences	MNR
79.	BIO 97	Practicum in Life Sciences	MNR
80.	BUS 96	Practicum in Computers	MNR
81.	BUS 97	Practicum in Computers	MNR
82.	CAT 96	Practicum in Computers	MNR
83.	CAT 96A	Practicum in Computers	MNR
84.	CAT 97	Practicum in Computers	MNR
85.	CIS 96	Practicum in Computers	MNR
86.	CIS 96A	Practicum in Computers	MNR
87.	CIS 97	Practicum in Computers	MNR
88.	ENE 96	Computer-Aided/Drafting Lab Practicum	N
89.	ENG 96	Writing and Reading Center Practicum	MNR
90.	ENG 97	Writing and Reading Center Practicum	MNR
91.	ESL 96	Writing and Reading Center Practicum	MNR
92.	ESL 97	Writing and Reading Center Practicum	MNR
93.	GUI 96	Practicum in Adaptive Computer Technologies	NR
94.	GUI 97	Practicum in Adaptive Computer Technologies	NR
95.	MAT 96	Math Center Practicum	MNR
96.	MAT 97	Math Center Practicum	MNR
97.	REA 96	Reading and Writing Center Practicum	MNR
98.	REA 97	Reading and Writing Center Practicum	MNR
99.	SPA 96	Practicum in Spanish	NR
100.	SPA 97	Practicum in Spanish	NR

These courses are being deleted from the catalog to be in compliance with state mandated regulations.

Revised Degree/Certificates Patterns Proposals

1. State-approved degree/certificate- Automated Systems N
2. State-approved degree/certificate - Automated Systems Technician N
3. State-approved degree/certificate - Air Conditioning and Refrigeration R
4. Locally-approved certificate - Computer Aided Production Technology N
5. State-approved degree/certificate - Electronics Computer Systems N
6. State-approved degree/certificate - Electronics Technology N

7. State-approved degree - Engineering Technology N
8. State-approved degree/certificate - Fire Technology M
9. State-approved degree/certificate -Welding Technology R

Degree/Certificate Deletion Proposals

1. State-approved degree/certificate - BioTechnology M
2. Locally-approved certificate - Private Security Assistant M

Automated Systems (N)
Certificate Program

AS732/CE732

<u>Required Courses (26 units)</u>		<u>Units</u>
ELE-26	Microprocessors and Microcontrollers	4
MAC/MAN-56	CNC Machine Setup and Operation	4
MAC/ENE-61	Computer Aided Design and Computer Aided Manufacturing	2
MAN-60	Hydraulics and Pneumatic Systems	3
MAN-64	Programmable Logic Controllers	2
MAN-75A	Robotic Systems	4
<u>Electives</u>	<u>(Choose from list below)</u>	<u>6</u>
ELE-38	Computer Systems Troubleshooting	4
ENE/ELE-27	Technical Communication	3
ENE-60	Math for Engineering Technology	3
ENE-200	Work Experience	1-2-3-4

Associate of Science Degree

The Associate of Science Degree in Manufacturing Technology, Automated Systems will be awarded upon completion of the degree requirements, including general education and other graduation requirements as described in the college catalog.

Automated Systems Technician (N)
Certificate Program

AS737/CE737

<u>Required Courses (24 units)</u>		<u>Units</u>
ELE-10	Survey of Electronics	4
ELE-26	Microprocessors and Microcontrollers	4
ELE/ENE-27	Technical Communications	3
ENE-51	Blueprint Reading	2
ENE-60	Math for Engineering Technology	3
MAC/MAN-55	Occupational Safety and Health Administration (OSHA) Standards for General Industry	2
MAN-60	Hydraulics and Pneumatic Systems	3
MAN-64	Programmable Logic Controllers	3

Associate of Science Degree

The Associate of Science Degree in Manufacturing Technology, Automated Systems Technician will be awarded upon completion of the degree requirements, including general education and other graduation requirements as described in the college catalog.

Air Conditioning and Refrigeration (R)
Certificate Program

AS596/CE596

<u>Required Courses (26-27 units)</u>		<u>Units</u>
AIR-50A	Air Conditioning and Refrigeration	5
AIR-50B	Advanced Refrigeration	5
AIR-51A	Environmental Control	5
AIR-51B	Industrial Commercial Refrigeration	5
AIR-53	Basic Electricity for Air Conditioning and Refrigeration	4
<hr/>		
<u>Electives (2-3 units) (Choose from list below)</u>		
CON-62	Blueprint Reading	3
WEL-34	Metals Joining Processes	2

Associate of Science Degree

The Associate of Science Degree in Air Conditioning and Refrigeration will be awarded upon completion of the degree requirements, including general education and other graduation requirements as described in the college catalog.

Computer-Aided Production Technology (N) CE799

Certificate Program

Required Courses (14-15 units) Units

ENE-51	Blueprint Reading	2
ENE-60	Math for Engineering Technology	3
MAN/MAC-55	Occupational Safety and Health Administration (OSHA) Standards for General Industry	2
MAN/MAC-56	CNC Machine Set-up and Operation	4

Electives (3-4 units) (Choose from list below)

MAN-52	Computer-Aided Manufacturing-Mastercam	4
MAN/MAC-57	CNC Program Writing	3
MAN-59	Computer-Aided Manufacturing-GibbsCAM	4

Electronics Computer Systems (N)
 Certificate Program

AS545/CE545

Required Courses (35-39 units)		Units
ELE-10 or both	Survey of Electronics	4
ELE-21 and	DC-AC Electronics	4
ELE-23	Electronics Devices and Circuits	4
ELE-25	Digital Techniques	4
ELE-26	Microprocessors and Microcontrollers	4
ELE/ENE-27	Technical Communication	3
ELE-36	Advanced Microprocessors	4
ELE-38	Computer Systems Troubleshooting	4
ELE-39	PCM and Digital Transmission	3
ELE-40	Fiber Optic Basics	3
<u>Electives</u>	<u>(Choose from list below)</u>	<u>6</u>
CIS/CSC-5	Fundamentals of Programming Logic using C++	3
CIS/CSC-17A	C++ Programming: Objects	3
CIS/CSC-17B	C++ Programming: Advanced Objects	3
ELE-22	Passive Circuit Analysis	3
ELE-24	Active Circuit Analysis	3
ELE-200	Electronics Work Experience	1-2-3-4
ENE-22	Engineering Drawing	3
ENE-31	Computer-Aided Drafting and Design	3
ENE-60	Math for Engineering Technology	3
MAN-60	Hydraulic and Pneumatic Systems	3
MAN-75A	Robotic Systems	4

Associate of Science Degree

The Associate of Science Degree in Electronics Computer Systems will be awarded upon completion of the degree requirements, including general education and other graduation requirements as described in the college catalog.

Electronics Technology (N)
 Certificate Program

AS546/CE546

Required Courses (28 units)		Units
ELE-21	DC-AC Electronics	4
ELE-23	Electronics Devices and Circuits	4
ELE-25	Digital Techniques	4
ELE-26	Microprocessors and Microcontrollers	4
ELE/ENE-27	Technical Communication	3
<u>Electives (Choose from list below)</u>		<u>9</u>
CIS/CSC-5	Fundamentals of Programming Logic using C++	3
CIS/CSC-17A	C++ Programming: Objects	3
CIS/CSC-17B	C++ Programming: Advanced Objects	3
ELE-22	Passive Circuit Analysis	3
ELE-24	Active Circuit Analysis	3
ELE-36	Advanced Microprocessors	4
ELE-38	Computer Systems Troubleshooting	4
ELE-39	PCM and Digital Transmissions	3
ELE-40	Fiber Optic Basics	3
ELE-200	Electronics Work Experience	1-4
ENE-22	Engineering Drawing	3
ENE-31	Computer-Aided Drafting and Design	3
ENE-60	Math for Engineering Technology	3
MAN-60	Hydraulic and Pneumatic Systems	3
MAN-75A	Robotic Systems	4

Associate of Science Degree

The Associate of Science Degree in Electronics Technology will be awarded upon completion of the degree requirements, including general education and other graduation requirements as described in the college catalog.

Engineering Technology (N) AS551
Associate of Science Degree

<u>Required Courses (32-34 units)</u>		<u>Units</u>
ENE-21	Drafting	3
ENE-22	Engineering Drawing	3
ENE/ELE-27	Technical Communication	3
ENE-30	Computer Aided Drafting (CAD)	3
ELE-21	DC-AC Electronics	4
MAT-11	College Algebra	4
MAT-36	Trigonometry	4
WEL -34	Metal Joining Processes	2
<u>Electives (Choose from list below)</u>		<u>6-8</u>
CHE-2A	Introductory Chemistry I	4
ENE- 23	Descriptive Geometry	3
MAT-5	Calculus, A Short Course	4
MAT-12	Statistics	3
PHY-2A	General Physics I	4

Associate of Science Degree

The Associate of Science Degree in Engineering Technology will be awarded upon completion of the degree requirements, including general education and other graduation requirements as described in the college catalog.

Fire Technology (M)
 Certificate Program

AS555/CE555

<u>Required Courses (23 units)</u>		<u>Units</u>
FIT-1	Fire Protection Organization	3
FIT-2	Fire Behavior and Combustion	3
FIT-3	Fire Protection Equipment and Systems	3
FIT-4	Building Construction for Fire Protection	3
FIT-5	Fire Prevention	3
FIT-7	Principles of Fire and Emergency Services Safety	3
		5
<u>Electives (5 units)</u>		
EMS-50 and 51	Emergency Medical Services-Basic and Clinical/Field	7
FIT-8	Strategies and Tactics	3
FIT-9	Fire Ground Hydraulics	3
FIT-14	Wildland Fire Control	3
FIT-A1A	Fire Investigation 1A	2
FIT-C1A	Command 1A, Command Prin for Com Officers	2
FIT-C1B	Command 1B, Hazardous Materials	2
FIT-C1C	Fire Com 1C, I-Zone Firefighting for Com Off	2
FIT-C30	Intermediate Incident Command System (I-300)	.5
FIT-I1A	Instructor 1A, Instructional Techniques	2
FIT-I1B	Instructor 1B, Instructional Techniques	2
FIT-M1	Fire Management 1, Management/Supervision for Company Officers	2
FIT-P1A	Prevention 1A, Fire Inspection Practices	2
FIT-P1B	Prevention 1B, Code Enforcement	2
CON-61	Materials of Construction	3
GEG/PHS-5	Weather and Climate	3
GIS-1	Introduction to Geographic Information Systems	3
MAG-44	Principles of Management	3
PHI-12	Intro to Ethics: Contemporary Moral Issues	3
PHP-35	Foundation for Fitness and Wellness	3

Students who successfully complete the certificate may also be eligible to receive additional certification through FEMA/National Fire Academy.

Associate of Science Degree

The Associate of Science Degree in Fire Technology will be awarded upon completion of the degree requirements, including general education and other graduation requirements as described in the college catalog.

Welding Technology (R)
Certificate Program

AS606/CE606

<u>Required Courses (36 units)</u>		<u>Units</u>
WEL-15	Intro. to Basic Shielded Metal Arc Welding	3
WEL-16	Advanced Shielded Metal Arc Welding	3
WEL-35	Semi-Automatic Welding	3
WEL-55A	Gas Tungsten Arc Welding-Plate Material	3
WEL-55B	Gas Tungsten Arc Welding-Exotic Metals	3
WEL-60	Advanced Pipe and Plate Laboratory	2
WEL- 61	Certification for Licensing of Welding	3
ENE-21	Drafting	3
ENE-60	Math for Engineering Technology	3
ENG-50	Basic English Composition	4
<u>Electives (6 units)</u>		
ENE-51	Blueprint Reading	2
WEL-25	Introduction to Oxyacetylene Welding	3
WEL-34	Metal Joining Processes	2
WEL-200	Welding Work Experience	1-2-3-4

Associate of Science Degree

The Associate of Science Degree in Welding Technology will be awarded upon completion of the degree requirements, including general education and other graduation requirements as described in the college catalog.

DRAFT

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING COMMITTEE

Report No.: III-B-8

Date: June 15, 2010

Subject: Norco College Follow-Up Report to Accrediting Commission for Community and Junior Colleges

Background: At its meeting on January 6-8, 2010, the Accrediting Commission for Community and Junior Colleges acted to grant initial accreditation to Norco College. The Commission also acted to require that the college complete a Follow-Up Report, to be followed by a visit of Commission representatives, by October 15, 2010.

The Commission directed that the Follow-Up Report demonstrate the College's resolution of the following three recommendations:

- 1) Establish and document a policy for the regular evaluation of the College's integrated institutional planning, budgeting and decision-making processes;
- 2) Submit a Substantive Change Proposal for all programs, certificates or degrees where 50 percent or more of the requirements are delivered via distance learning; and
- 3) Validate all departmental examinations for their effectiveness in measuring student learning and to ensure that they minimize test bias.

The Norco College Strategic Planning Committee approved Policy 2010-01, Policy and Procedures for Regular Evaluation of Integrated Institutional Planning, Budgeting and Decision-making Processes in April 2010 and has begun implementing the procedures enumerated in this policy. The Substantive Change Proposal was reviewed by the Board of Trustees at its April 2010 meeting and submitted to the Accrediting Commission in May in advance of the June 5th meeting of the ACCJC Substantive Change Committee. A validation study of all departmental examinations is currently underway and will be completed immediately following the conclusion of the spring 2010 semester. All three of these documents (Policy 2010-01, the Substantive Change Proposal and the Validation Study) will be included as appendices to the Follow-Up Report, which is attached to this Board Report.

Recommended Action: It is recommended that the Board of Trustees approve the Norco College Follow-Up Report to the Accrediting Commission for Community and Junior Colleges.

Gregory W. Gray
Chancellor

Prepared by: Brenda Davis
President, Norco College

Sylvia Thomas
Associate Vice Chancellor, Office of Instruction

Gaither Loewenstein
Vice President of Educational Services, Norco College

FOLLOW-UP REPORT

NORCO COLLEGE

2001 Third Street
Norco, California 92860

Submitted July 31, 2010
to the
Accrediting Commission for
Community and Junior Colleges
Western Association of Schools and Colleges

TABLE OF CONTENTS

Certification of the <i>Follow-up Report</i>	3
Statement of <i>Follow-up Report</i> Preparation	4
Response to 2009 Visiting Team Recommendations	
Recommendation 1	5
Recommendation 2	6
Recommendation 3	7
Appendices	
Appendix 1 – Norco Strategic Planning Committee Policy 2010-01	
Appendix 2 – Substantive Change Proposal Regarding Distance Education	
Appendix 3 – Validation Study of Departmental Examinations	

**CERTIFICATION OF THE *FOLLOW-UP REPORT*
JULY 31, 2010**

To: Accrediting Commission for Community and Junior Colleges
Western Association of Schools and Colleges

From: Norco College
2001 Third Street
Norco, California 92860

This *Follow-up Report* is submitted per the requirements of the Accrediting Commission.

We certify that there was broad participation by the campus community, and we believe that the *Follow-up Report* accurately reflects our response to date to the recommendations of the 2009 Accreditation Visiting Team.

Virginia Blumenthal, President
Board of Trustees

Gregory Gray, Chancellor
Riverside Community College District

Brenda Davis, President
Norco College

Sharon Crasnow, President
Academic Senate

Kristel Macias, President
Associated Students

Tamara Caponetto, Representative
California School Employees Association

STATEMENT OF FOLLOW-UP REPORT PREPARATION

This *Follow-up Report* documents the activity of Norco College to fulfill the three recommendations contained in the Accrediting Commission for Community and Junior Colleges Action Letter of January 29, 2010. Upon receipt of the Action Letter granting initial accreditation to Norco College, the college community immediately began to address the issues identified in the commission recommendations.

The College has successfully addressed all three of the commission recommendations. In addressing the recommendations the College drew upon the participation of its strategic planning subcommittees and the Norco Strategic Planning Committee, which functions as a committee of the whole, with all faculty members, staff, administrators and students invited to participate.

Norco College respectfully submits this *Follow-up Report* as a summary of the College's institutional progress in response to the recommendations of the 2009 accreditation visiting team. This report has been compiled by the college administrative leadership team in consultation with the Academic Senate and Strategic Planning Committee.

In May 2010, the final review draft of the *Follow-up Report* was sent electronically to all college faculty and staff. The report was approved by the Academic Senate on May 19, 2010 and the Norco Strategic Planning Committee approved the report on May 25, 2010. The Riverside Community College District Board of Trustees formally accepted the report at its June 15, 2010 meeting.

Brenda Davis, President
Norco College

Accreditation Writing Team

Brenda Davis	President
Gaither Loewenstein	Vice President, Educational Services
Annebelle Nery	Dean of Student Success
Carol Farrar	Co-Chair, Norco Strategic Planning Committee
Sharon Crasnow	Academic Senate President

Response to Team Recommendations and Commission Action Letter

Recommendation 1:

In order to increase institutional effectiveness, the team recommends the campus establish and document a policy for the regular evaluation of its integrated institutional planning, budgeting and decision-making processes and that the results be widely disseminated and used to improve the process. (I.B.3, 6, 7; III.B; IV.B.3.g)

Progress:

At the time of the October 2009 accreditation visit, the College had some procedures in place for evaluating the effectiveness of its integrated planning, budgeting and decision-making processes. Existing procedures included an annual survey of the Norco Strategic Planning Committee members and an annual memorandum from the College President to the Committee membership notifying the Committee of the resource allocation decisions that had been made based on the Committee's prioritized recommendations. While acknowledging these existing efforts, the visiting team felt that the College's evaluative processes and procedures needed to be formalized.

In response to this recommendation a draft policy procedures were prepared for review by the Institutional Mission and Effectiveness Subcommittee. The Subcommittee reviewed the document, added additional evaluative mechanisms, and a timeline for the completion of annual evaluative tasks and forwarded the policy to the Strategic Planning Co-Chairs Council with a recommendation for approval. Following review and approval by the Co-Chairs Council, the Norco Strategic Planning Committee (committee of the whole) approved the Policy and Procedures on March 23, 2010.

The procedures approved by the Norco Strategic Planning Committee include six formal evaluative mechanisms:

- 1) Annual Survey of Effectiveness of Academic, Administrative and Student Services Planning Councils
- 2) Memorandum from College President to Norco Strategic Planning Committee Membership Summarizing Resource Allocation Decisions
- 3) Annual Progress Report on Educational Master Plan Goals, Objectives and "Dashboard Indicators"
- 4) Survey of Strategic Planning Committee Membership
- 5) Annual Open Dialogue Session
- 6) Annual Evaluation Report

Each of these mechanisms is discussed in greater detail in NSPC Policy 2010-01, included as Appendix 1 of this report.

At the time of the submittal of this *Follow-up Report*, Norco College was in the process of completing the full cycle of evaluation outlined above. The third annual memorandum from the

College President to the Norco Strategic Planning Committee was submitted to the committee membership in May 2010. The second annual survey of the Strategic Planning Committee membership was conducted at the May 25 committee meeting and the results of the survey were being compiled at the time of this writing and will be available for review by the visiting team during their October visit. Also at the May 25th meeting of the Strategic Planning Committee, the second annual progress report on Educational Master Plan Goals, Objectives and “Dashboard Indicators” was presented. The first annual open dialogue session was held on June 4, 2010 and a comprehensive annual report summarizing the results of the evaluation process is being readied for presentation at the initial meeting of the Norco Strategic Planning Committee in the fall 2010 semester. The annual survey of the membership of the College’s academic, administrative and student services planning councils will be conducted once these committees complete their work on resource prioritization near the end of the fall 2010 semester.

Recommendation 2:

In order to comply with the ACCJC Distance Education policy, for all programs, certificates or degrees where 50 percent or more of the requirements are delivered via distance learning and may be completed at the Norco campus, the team recommends submission of a substantive change proposal. (II.A.1b, d; II.B.1, B.2a; II.C.1, 2c)

Progress:

For several years, students have been able to complete 50 percent or more of the requirements for a number of degrees and certificates offered by Norco College (Campus) via distance learning. This was acknowledged in the Norco Campus’ 2007 Self-study in support of initial accreditation and the report from the October 2007 accreditation visiting team did not include a recommendation that the campus submit a substantive change proposal. In any case, submittal of a substantive change proposal by the Norco Campus prior to its initial accreditation would have been inconsistent with the commission’s guidelines. Now that the College has achieved initial accreditation, submittal of a substantive change proposal, as recommended by the 2010 visiting team, is an appropriate course of action that has been taken by Norco College.

In February and March 2010, the College administrative team, with the support of the District Office of Educational Services, prepared a substantive change proposal to ACCJC which identified the degrees and certificates where 50 percent or more of the requirements are delivered via distance learning. The substantive change proposal was reviewed by the Strategic Planning Co-Chairs Council on April 6, 2010 and forwarded to the Strategic Planning Committee with a recommendation for approval. The document was approved by the Norco Strategic Planning Committee via electronic vote conducted between April 15 – 20, 2010 and by the Riverside Community College District Board of Trustees on April 20, 2010.

The Substantive Change Proposal was submitted to the ACCJC in May 2010 to comply with the deadline for consideration at the June 2010 meeting of the Commission’s Substantive Change Committee.

The Substantive Change Proposal is included as Appendix 2 to this report.

Recommendation 3:

In order to meet the standard, the team recommends that the campus validate all departmental examinations for their effectiveness in measuring student learning and to ensure that they minimize test bias (II.A.2.g).

Progress:

There are currently three disciplines that offer departmental examinations in the following courses: Reading 81, Spanish 1 and ESL 55. All three departmental examinations from each course are undergoing a three-part validation process:

I. SLO mapping (“effectiveness in measuring student learning”)

All departmental examinations have completed their SLO mapping. This means that every question on the final exam has been identified as supporting at least one SLO. Upon the completion of departmental examinations at the end of spring 2010, the data from each exam were used to generate SLO reports unique to the exam. For example, there are five SLOs that the Spanish 1 final exam supports. Therefore to measure the effectiveness of a departmental examination in measuring student learning, five SLO reports were generated with an average score measuring the degree to which the student learned within the scope of each learning outcome. The reports were forwarded to their respective departments and faculty for discussion.

II. Disproportionate Impact (“minimizing test bias”)

In order to minimize test bias on the departmental examinations, the College employed a method to monitor disproportionate impact of the departmental examinations for various demographic groups. This study linked the departmental examination scores to student age, disability, status, ethnicity, gender, and special populations recognized in the Norco College Student Equity Plan. The study was completed following the completion of spring 2010 final exams. The reports were forwarded to their respective departments and faculty for discussion.

III. Cultural Impact (“minimizing test bias”)

To ensure that a comprehensive validation process for minimizing test bias is attained, cultural impact assessment has been employed as a qualitative method. In the Cultural Impact Model, panel representatives of special populations and the college community participate in a focus group. With a facilitator, the focus groups read through the departmental examinations and discuss the potential cultural impacts of the questions in the examinations. The role of the facilitator is not only to facilitate the discussion but to take notes for future content analysis of

the discussion. Three committees of Norco College, Associated Students of Norco College Senate, Student Success Committee, and Norco Legacy Diversity Committee, have been identified as panels for the cultural impact model. The resulting data were analyzed and upon completion the reports were forwarded to their respective departments and faculty for discussion.

With the completion of the above referenced validation studies based upon spring 2010 data, the College now has baseline data for comparison purposes in subsequent semesters. While no definitive conclusions may be drawn on the basis of these data, the validation studies will be repeated in fall 2010 and spring 2011, resulting in longitudinal results upon which conclusions may be drawn regarding the extent to which the College's departmental exams are effective in measuring student learning and minimizing test bias.

Summary and Conclusion

This Follow-up report serves as evidence of Norco College's commitment to effectively address the three recommendations of the Accrediting Commission contained in its January 29, 2010 Action Letter. The College now has a formal policy and processes in place for evaluating its integrated institutional planning, budgeting and decision-making apparatus that is accompanied by various mechanisms for disseminating the results and using them to improve the process. The College has submitted a Substantive Change Proposal in compliance with the ACCJC Distance Education Policy and has completed the first stage of an ongoing research project designed to validate all departmental examinations for their effectiveness in measuring student learning and ensuring that they minimize test bias.

DRAFT

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: III-C-1

Date: June 15, 2010

Subject: Tentative Budget for 2010-2011 and Notice of Public Hearing on the
2010-2011 Budget

Background: On or before the first day of July, the District is required to develop a Tentative Budget for the ensuing fiscal year and to forward a copy to the Riverside County Superintendent of Schools. The Tentative Budget for FY 2010-2011 is attached for the Board's review and consideration. Changes to this budget will be reflected in the Final Budget which will be submitted in September for Board approval.

The essential purpose of the Tentative Budget is to establish spending authority for the District from July 1st until such time as the Final Budget is adopted by the Board of Trustees in September. This two-part budget process is necessary due to uncertainties associated with both the State budget for the coming fiscal year and the State's "Second Principal Apportionment (P2)" report for the then current fiscal year.

It should be observed that the Riverside Community College District has adopted an approach to the Tentative Budget which yields a modified, continuing resolution budget. Thus, the Tentative Budget for fiscal 2011 reflects a continuation of the adopted FY 2009-2010 Budget, albeit with certain modifications as described in the attachment.

Additionally, in accordance with Title 5, Section 58300, the Tentative Budget must indicate the date, time and location at which the Board will hold a public hearing concerning the Final Budget proposal. The staff recommends that the Board set September 21, 2010 as the date for the public hearing. Also, and pursuant to Title 5, Section 58301, the Final Budget proposal must be made available for inspection three (3) days prior to the public hearing. We plan to use the Office of the Vice Chancellor, Administration and Finance, for this purpose. Finally, we will publish this information in The Press Enterprise.

Recommended Action: It is recommended that the Board of Trustees approve the 2010-2011 Tentative Budget, which consists of the funds and accounts noted therein, and authorize staff to forward a copy to the Riverside County Superintendent of Schools.

It is also recommended that the Board of Trustees announce that: 1) the proposed 2010-2011 Budget will be available for public inspection beginning September 14, 2010, at the Office of the Vice Chancellor, Administration and Finance; and 2) the public hearing will be held at 6:00 p.m. at a Board meeting on September 21, 2010, to be followed by the adoption of the 2010-2011 Final Budget. It is further recommended that the Board authorize the Chancellor to sign a notice relative to these dates.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: III-C-1

Date: June 15, 2010

Subject: Tentative Budget for 2010-2011 and Notice of Public Hearing on the
2010-2011 Budget (continued)

Gregory W. Gray
Chancellor

Prepared by: James L. Buysse
Vice Chancellor, Administration and Finance

Aaron S. Brown
Associate Vice Chancellor, Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ASSUMPTIONS FOR FY 2010-2011 BASE BUDGET
RESOURCE 1000

1. FY 2009-2010 Ending Balance Projection
 - a. FY 2008-2009 Adjustments Include:
 - i. Audit Adjustment - (\$.08 million)
 - ii. P1 Apportionment Recalculation - \$.23 million
 - b. FY 2009-2010 Adjustments Include:
 - i. Lottery Revenue - \$.43 million
 - ii. Non-Resident Tuition - \$.24 million
 - iii. Projected Salary, Benefit and Operating Savings (positive budget variance) - \$1.9 million
 - iv. Assumed Receipt of New Campus-to-College Apportionment - \$2.76 million
2. FY 2010-2011 Base Revenue Budget Adjustments Include:
 - a. Negative COLA at (.39%) - (\$.51 million)
 - b. Funded Growth at 2.2% - \$2.62 million
 - c. Discontinued ARRA Federal Stimulus Funding - (\$.53 million)
 - d. Reduced Part-Time Faculty Compensation Funding - (\$.23 million)
 - e. Increased Lottery Revenue - \$.27 million
 - f. Decreased Interest Income - (\$.15 million)
3. FY 2010-2011 Ending Balance Target Include:
 - a. Resource 1000 5% contingency equals \$8.3 million; however only \$3.7 million is available. An additional \$4.6 million is needed to provide the full ending balance target. This difference is related to the way in which the Tentative Budget is constructed.
4. FY 2010-2011 Base Expenditure Budget Adjustments Include:
 - a. Full-Time Step and Column \$.75 million
 - b. Health and Welfare Benefits (estimated 6% increase) \$.70 million
 - c. PERS Increase (from 9.7% to 10.7%) \$.41 million
 - d. Unemployment and Workers' Compensation Insurance \$.84 million
 - e. Positions - New/Frozen/Unfrozen/Converted/Reorganized (\$1.49) million
 - f. Liability Insurance \$.24 million
 - g. Contracts/Agreement - Campus-to-College \$.08 million
 - h. Elimination of Child Care and Performance Riverside Subsidy \$.57 million
 - i. Additional Public Safety, Education and Training Academy \$.20 million
 - j. Tentative New Facility Operating Costs \$.56 million
 - k. Board of Trustees Election Cost \$.66 million

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ASSUMPTIONS FOR FY 2010-2011 BASE BUDGET
RESOURCE 1000 (continued)

5. New Facility Operating Costs

a. Norco Student Success Center

Custodian	\$ 59,004
Maintenance Helper	64,557
Custodial Supplies	10,000
Utilities	<u>36,439</u>
Total Norco Student Success Center	<u>\$ 170,000</u>

b. Riverside Aquatics Complex

Swimming Pool Caretaker	\$ 59,767
Custodian	28,105
Custodial Supplies	1,400
Maintenance Supplies	3,000
Water Treatment Supplies	87,108
Utilities	<u>104,620</u>
Total Riverside Aquatics Complex	<u>\$ 284,000</u>

c. Moreno Valley Network Operations Center

General Estimate - Holding	<u>\$ 110,000</u>
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RIVERSIDE COMMUNITY COLLEGE DISTRICT
TENTATIVE BUDGET

FISCAL YEAR 2010-2011

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 TENTATIVE BUDGET FUND/ACCOUNT SUMMARY - TOTAL AVAILABLE FUNDS
 2010-2011

<u>Fund / Resource</u>	<u>Fund Name</u>	<u>Adopted Budget</u> <u>2009-2010</u>	<u>Tentative Budget</u> <u>2010-2011</u>
	<u>District</u>		
<u>General Funds</u>			
<u>Unrestricted - Fund 11</u>			
<u>Resource</u>			
1000	General Operating	\$ 152,472,105	\$ 151,257,073
1080	Community Education	690,160	690,213
1090	Performance Riverside	139,505	146,802
1110	Bookstore (Contract-Operated)	1,014,299	863,109
1170	Customized Solutions	<u>349,604</u>	<u>187,444</u>
	Total Unrestricted General Funds	<u>154,665,673</u>	<u>153,144,641</u>
<u>Restricted - Fund 12</u>			
<u>Resource</u>			
1050	Parking	2,270,010	2,698,637
1070	Student Health	3,210,302	4,081,363
1180	Redevelopment Pass-Through	9,592,337	11,011,623
1190	Grants and Categorical Programs	<u>30,068,089</u>	<u>25,559,195</u>
	Total Restricted General Funds	<u>45,140,738</u>	<u>43,350,818</u>
	Total General Funds	<u>199,806,411</u>	<u>196,495,459</u>
<u>Special Revenue - Funds 32 & 33</u>			
<u>Resource</u>			
3200	Food Services	2,202,592	2,291,227
3300	Child Care	<u>1,838,689</u>	<u>1,420,935</u>
	Total Special Revenue Funds	<u>4,041,281</u>	<u>3,712,162</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 TENTATIVE BUDGET FUND/ACCOUNT SUMMARY - TOTAL AVAILABLE FUNDS
 2010-2011

<u>Fund / Resource</u>	<u>Fund Name</u>	<u>Adopted Budget 2009-2010</u>	<u>Tentative Budget 2010-2011</u>
<u>Capital Projects - Fund 41</u>			
<u>Resource</u>			
4100	State Construction & Scheduled Maintenance	57,612,066	45,540,878
4120	Non-State Funded Capital Outlay Projects	1,116,233	1,662,625
4130	La Sierra Capital	12,448,980	12,366,741
4160	General Obligation Bond Funded Capital Outlay	<u>74,638,188</u>	<u>50,501,637</u>
	Total Capital Projects Funds	<u>145,815,467</u>	<u>110,071,881</u>
<u>Internal Service - Fund 61</u>			
<u>Resource</u>			
6100	Health and Liability Self-Insurance	7,572,965	6,542,130
6110	Workers Compensation Self Insurance	<u>3,069,055</u>	<u>2,839,012</u>
	Total Internal Service Funds	<u>10,642,020</u>	<u>9,381,142</u>
	Total District Funds	<u>\$ 360,305,179</u>	<u>\$ 319,660,644</u>
<u>Expendable Trust and Agency</u>			
<u>Student Financial Aid Accounts</u>			
	Student Federal Grants	\$ 19,163,715	\$ 36,208,303
	State of California Student Grants	<u>1,800,000</u>	<u>2,000,000</u>
	Total Student Financial Aid Accounts	<u>20,963,715</u>	<u>38,208,303</u>
<u>Other Account</u>			
	Associated Students of RCC	<u>1,546,624</u>	<u>1,701,070</u>
	Total Expendable Trust and Agency	<u>\$ 22,510,339</u>	<u>\$ 39,909,373</u>
	Grand Total	<u>\$ 382,815,518</u>	<u>\$ 359,570,017</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 FUND 11, RESOURCE 1000 - UNRESTRICTED GENERAL FUND - INCOME

TENTATIVE OPERATING BUDGET
 2010-2011

Estimated Beginning Balance, July 1		\$ 11,294,560
Federal Income		
Student Financial Aid Adm. Fees	\$ 138,142	
Veterans Report Fee	5,700	
Total Federal Income		143,842
State General Apportionment		
General Apportionment	96,826,029	
Enrollment Fee Waiver Administration	108,000	
Homeowner's Prop Tax Exemption	450,000	
Total State General Apportionment		97,384,029
Other State Income		
Lottery	3,135,000	
Part-Time Faculty Compensation	398,890	
Total Other State Income		3,533,890
Local Income		
Property Taxes	26,100,000	
Food Sales / Commissions	107,000	
Interest	250,000	
Enrollment Fees	8,700,000	
Nonresident Student Fees	1,945,000	
Transcript / Late Application Fees	100,000	
Other Student Fees	100,000	
Cosmetology / Dental Hygiene / Other Sales	90,000	
Leases and Rental Income	127,000	
Donations	67,800	
Miscellaneous Local Income	450,000	
Total Local Income		38,036,800
Other/Incoming Transfers		
Sales - Obsolete Equipment	4,000	
Indirect Costs Recovery	859,952	
Total Other/Incoming Transfers		863,952
Total Income		\$ 139,962,513
Total Available Funds		\$ 151,257,073

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 FUND 11, RESOURCE 1000 - UNRESTRICTED GENERAL FUND - EXPENDITURES

TENTATIVE OPERATING BUDGET
 2010-2011

Object Code

1100	Regular Full-Time Teaching	\$ 27,732,254	
1200	Regular Full-Time Non-Teaching	12,584,340	
1300	Part-Time Hourly Teaching and Overload	23,344,209	
1400	Part-Time Hourly Non-Teaching	1,599,769	
	Total Academic Salaries		\$ 65,260,572
2100	Regular Full-Time and Part-Time Classified	28,820,496	
2200	Regular Full-Time Instructional aides	2,468,005	
2300	Student Help Non-Instructional and Classified Overtime	721,096	
2400	Student Help Instructional Aides	<u>199,904</u>	
	Total Classified Salaries		32,209,501
3000	Employee Benefits		28,605,734
4000	Books and Supplies		2,467,475
5000	Services and Operating Expenditures		15,466,668
6000	Capital Outlay		819,086
7300	Interfund Transfers		
	To Resource 6100	<u>250,000</u>	
	Total Interfund Transfers		250,000
8999	Intrafund Transfers		
	Bookstore (Resource 1110)	(318,173)	
	College Work Study (Resource 1190)	192,570	
	DSP&S (Resource 1190)	665,157	
	General Fund Backfill (Resource 1190)	<u>1,949,650</u>	
	Total Intrafund Transfers		<u>2,489,204</u>
	Total Resource 1000 Expenditures Excluding Contingency		\$ 147,568,240
7900	Unrestricted Reserve	-	
	Reserve for Economic Uncertainty	-	
	General Reserve	-	
	* Total Contingency / Reserves		<u>3,688,833</u>
	Total Resource 1000 Expenditures Including Contingency / Reserves		\$ <u>151,257,073</u>
	Resource Deficit	\$	<u>-</u>

* The Resource 1000 5% Contingency was calculated in accordance with Board Policy 7080, by taking into account the TAF for all Resources comprising Unrestricted Fund 11 (1000, 1080, 1090, 1110, 1170) and factoring in the deficit for Resources 1080 and 1090. The calculated 5% Contingency for Fund 11 is \$8,341,415

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 FUND 12, RESOURCE 1050 - PARKING

TENTATIVE OPERATING BUDGET
 2010-2011

INCOME

Estimated Beginning Balance, July 1		\$	503,037
Local Income			
Interest	\$	4,600	
Rents and Leases		2,000	
Parking Permits/Fines		<u>2,189,000</u>	
Total Local Income			<u>2,195,600</u>
Total Available Funds (TAF)		\$	<u>2,698,637</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$	1,248,681
3000	Employee Benefits		403,630
4000	Book and Supplies		65,500
5000	Services and Operating Expenditures		380,495
6000	Capital Outlay		<u>68,804</u>
	Total Expenditures		2,167,110
7900	* Contingency/Reserve		<u>531,527</u>
	Total Resource 1050 Expenditures Including Contingency/Reserves	\$	<u>2,698,637</u>

* 5% Contingency reserve calculated from TAF equals \$134,932

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FUND 12, RESOURCE 1070 - STUDENT HEALTH

TENTATIVE OPERATING BUDGET
2010-2011

INCOME

Estimated Beginning Balance, July 1		\$ 2,199,581
Local Income		
Health Fees	\$ 1,736,581	
Interest	35,849	
Other	<u>109,352</u>	
Total Local Income		<u>1,881,782</u>
Total Available Funds (TAF)		<u>\$ 4,081,363</u>

EXPENDITURES

Object Code

1000	Academic Salaries	\$ 271,392
2000	Classified Salaries	606,630
3000	Employee Benefits	217,083
4000	Book and Supplies	112,336
5000	Services and Operating Expenditures	292,660
6000	Capital Outlay	<u>85,978</u>
	Total Expenditures	1,586,079
7900	* Contingency/Reserves	<u>2,495,284</u>
	Total Resource 1070 Expenditures Including Contingency/Reserves	<u>\$ 4,081,363</u>

* 5% Contingency reserve calculated from TAF equals \$204,068

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FUND 11, RESOURCE 1080 - COMMUNITY EDUCATION

TENTATIVE OPERATING BUDGET
2010-2011

INCOME

Estimated Beginning Balance, July 1		\$	(61,287)
Local Income			
Community Activities Program Fees	\$	750,000	
Interest		<u>1,500</u>	
Total Local Income			<u>751,500</u>
Total Available Funds (TAF)		\$	<u>690,213</u>

EXPENDITURES

Object Code

1000	Academic Salaries	\$	4,272
2000	Classified Salaries		271,186
3000	Employee Benefits		77,717
4000	Book and Supplies		3,200
5000	Services and Operating Expenditures		<u>350,040</u>
	Total Expenditures		706,415
7900	* Contingency/Reserves		<u>-</u>
	Total Resource 1080 Expenditures Including Contingency/Reserves	\$	<u>706,415</u>
	Resource Deficit	\$	(16,202)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 FUND 11, RESOURCE 1090 - PERFORMANCE RIVERSIDE

TENTATIVE OPERATING BUDGET
 2010-2011

INCOME

Estimated Beginning Balance, July 1		\$ (768,288)
Local Income		
Contributions and Gifts	\$ 134,200	
Box Office Receipts	730,800	
Interest Income	90	
Other Local Income	<u>50,000</u>	
Total Income		<u>915,090</u>
Total Available Funds (TAF)		<u>\$ 146,802</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$ 326,529
3000	Employee Benefits	121,417
4000	Book and Supplies	29,200
5000	Services and Operating Expenditures	437,944
6000	Capital Outlay	<u>-</u>
	Total Expenditures	915,090
7900	Contingency/Reserves	<u>-</u>
	Total Resource 1090 Expenditures Including Contingency/Reserves	<u>\$ 915,090</u>
	Resource Deficit	\$ (768,288)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FUND 11, RESOURCE 1110 - BOOKSTORE (CONTRACTOR-OPERATED)

TENTATIVE OPERATING BUDGET
2010-2011

INCOME

Estimated Beginning Balance, July 1		\$	50,715
Local Income			
Commissions	\$	795,944	
Interest		1,450	
Reimbursement		<u>15,000</u>	
Total Local Income			<u>812,394</u>
Total Available Funds (TAF)		\$	<u>863,109</u>

EXPENDITURES

Object Code

5000	Services and Operating Expenditures	\$	43,775
7390	Interfund Transfer to Resource 3200		425,753
8999	Intrafund Transfer to Resource 1000		<u>350,426</u>
	Total Expenditures		819,954
7900	* Contingency/Reserves		<u>43,155</u>
	Total Resource 1110 Expenditures Including Contingency/Reserves	\$	<u>863,109</u>

* 5% Contingency reserve calculated from TAF equals \$43,155

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FUND 11, RESOURCE 1170 - CUSTOMIZED SOLUTIONS

TENTATIVE OPERATING BUDGET
2010-2011

INCOME

Estimated Beginning Balance, July 1		\$	52,703
Local Income			
Interest	\$	1,254	
Contract Revenue		<u>133,487</u>	
Total Local Income			<u>134,741</u>
Total Available Funds (TAF)		\$	<u>187,444</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$	41,521
3000	Employee Benefits		17,580
4000	Book and Supplies		2,611
5000	Services and Operating Expenditures		<u>68,646</u>
	Total Expenditures		130,358
7910	* Contingency/Reserves		<u>57,086</u>
	Total Resource 1170 Expenditures Including Contingency/Reserves	\$	<u>187,444</u>

* 5% Contingency reserve calculated from TAF equals \$28,672

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FUND 12, RESOURCE 1180 - REDEVELOPMENT PASS-THROUGH

TENTATIVE OPERATING BUDGET
2010-2011

INCOME

Estimated Beginning Balance, July 1		\$ 8,983,398
Local Income		
Interest	\$ 135,100	
Redevelopment Agency Agreements	<u>1,893,125</u>	
Total Local Income		<u>2,028,225</u>
Total Available Funds (TAF)		<u>\$ 11,011,623</u>

EXPENDITURES

Object Code

5000	Services and Operating Expenditures	\$ 125,700
6000	Capital Outlay	<u>3,836,250</u>
	Total Expenditures	3,961,950
7900	* Contingency/Reserves	<u>7,049,673</u>
	Total Resource 1180 Expenditures Including Contingency/Reserves	<u>\$ 11,011,623</u>

* 5% Contingency reserve calculated from TAF equals \$550,581

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 FUND 12, RESOURCE 1190 - GRANTS AND CATEGORICAL - INCOME

TENTATIVE OPERATING BUDGET
 2010-2011

Estimated Beginning Balance, July 1 \$ -

Federal Income

Allied Health - Health Care and Other Facilities	121,142
ARRA Allied Health Programs	207,441
ARRA Comm Action - Culinary Program	94,337
ARRA Department of Rehabilitation Workability	68,619
ARRA Subsidized Time -Limited Employment	540,000
ARRA Summer Work Experience Program	400,000
ARRA Southern California Logistics	237,683
CalWorks Child Development Program	71,023
CCRAA Access to Success	851,986
CCRAA Project Success	605,671
CCRAA Step Up to Success	961,821
Community College Initiative for Egypt	58,081
CTE - VTEA 1B- Regional Consortia Desert	158,000
ECS Consortium Grant	17,500
Fast Track to the AND Program	228,260
Foster & Kinship Care	67,916
Foster & Kinship Provider Training	67,772
Gateway to College	198,679
NSF Logistics Technicians	465,922
Nursing Education Pract & Retention	61,298
Perkins Title II Tech Prep	348,540
Perkins Title I-C	1,014,785
Post-Emancipation Services	80,800
Pre-Emancipation Services	121,200
Procurement Assistance	113,114
RCOE Foster Youth Independent Living Program	83,352
Riverside County Emancipation Services	898,000
Riverside County Homeland Security Grant	54,000
Student Support Services TRIO Norco	55,513
TANF 50%	100,423
Title V Answering the Call	686,351
Title V HSI Coop MV/Norco	306,170
Title V HSI Cop MV/UCR	597,885
Title V Norco	892,236
Tri-Tech Small Business Development -131	194,826
Upward Bound TRIO Norco CNUSD2	384,263
Upward Bound TRIO Norco Norte Vista	392,210
Upward Bound TRIO Riverside	392,307
USDA Soil Science	139,103
WIA Allied Health Prog. Expansion	343,703
WIA ARRA Community College Class Size Trng.	1,905,474
Workability Grant	<u>290,600</u>

Total Federal Income \$ 14,878,006

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 FUND 12, RESOURCE 1190 - GRANTS AND CATEGORICAL - INCOME (continued)

TENTATIVE OPERATING BUDGET
 2010-2011

State Income

Basic Skills ESL - 2008/2009	160,192
Basic Skills ESL - 2009/2010	351,835
BOG Financial Aid Administration	249,330
CalWorks	317,583
CalWorks Community College Set-Aside Program	150,000
CITD Leadership Grant	172,500
CTE Community Collaborative Project - Suppl -08/09	32,628
CTE Community Collaborative Project - Suppl -09/10	11,254
CTE Community Collaborative Project - 08/09	150,620
CTE Community Collaborative Project - 09/10	309,958
CTE Enrollment Growth & Retention AND-RN	69,500
CTE Enrollment Growth & Retention AND-RN -09/10	510,573
CTE Workforce Innovation Partnership	150,000
DSP&S Allocation	1,120,143
EOPS - CARE	81,710
EOPS Allocation	483,527
Faculty and Staff Diversity (including carryover)	48,030
Foster & Kinship Care Education	69,622
Lottery	239,818
Matriculation	867,196
Middle College	84,604
Nursing Faculty Recruitment & Retention	155,473
Physician Assistant Base Program Program	100,000
SFAA - Augmentation	769,717
Song Brown PA Mental Health	99,808
Song Brown Registered Nursing 07/09	124,358
Song Brown Registered Nursing 09/11	101,837
Song Brown Registered Nursing - 10/12	200,000
Staff Development	10,449
TTIP - Library	7

Total State Income

7,192,272

Local Income

Bank of America	10,000
CACT Seminars	37,815
Community Learning in Partnership	56,553
4Faculty Web Services	11,000
Foundation for CA Comm Colleges Career Ladders	48,500
Gateway to College Dropout Recovery	7,633
Gateway to College	346,000
PAC Income - even years	9,487
Riverside County Board of Supervisors	25,507
Step into College	69,133

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FUND 12, RESOURCE 1190 - GRANTS AND CATEGORICAL - INCOME (continued)

TENTATIVE OPERATING BUDGET
2010-2011

Tri-Tech SBCD Cash Match	53,399	
Tri-Tech SBCD Seminars	6,326	
West Ed Paraprofessional	<u>187</u>	
Total Local Income		681,540
Interfund and Intrafund Transfers		
DSP&S Match/Over (from Resource 1000)	1,216,322	
EOPS	187,316	
EOPS Care	32,230	
Federal Work Study (from Resource 1000)	192,570	
Matriculation	637,884	
Riverside County Emancipation Services	57,657	
General Fund Backfill	<u>483,398</u>	
Total Interfund and Intrafund Transfers		<u>2,807,377</u>
Total Income		<u>25,559,195</u>
Total Available Funds		<u>\$ 25,559,195</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FUND 12, RESOURCE 1190 - GRANTS AND CATEGORICAL - EXPENDITURES

TENTATIVE OPERATING BUDGET
2010-2011

<u>Object Code</u>		<u>Expenditures</u>
1000	Academic Salaries	\$ 4,398,280
2000	Classified Salaries	8,766,826
3000	Employee Benefits	3,681,462
4000	Book and Supplies	1,876,328
5000	Services and Operating Expenditures	4,905,953
6000	Capital Outlay	1,608,725
7600	Book Grants / Bus Passes	<u>321,621</u>
	Total Expenditures	25,559,195
7900	Contingency / Reserves	<u>-</u>
	Total Resource 1190 Expenditures Including Contingency / Reserves	<u>\$ 25,559,195</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FUND 32, RESOURCE 3200 - FOOD SERVICES

TENTATIVE OPERATING BUDGET
2010-2011

INCOME

Estimated Beginning Balance, July 1		\$ 127,087
Local Income		
Food Sales/Commissions	\$ 1,647,611	
Video/Vending/Pepsi Support	89,500	
Interest	<u>1,276</u>	
Total Local Income		1,738,387
Interfund Transfer From Resource 1110 - Bookstore Fund		<u>425,753</u>
Total Income		<u>2,164,140</u>
Total Available Funds (TAF)		<u>\$ 2,291,227</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$ 778,769
3000	Employee Benefits	348,131
4000	Books and Supplies	854,826
5000	Services and Operating Expenditures	<u>181,741</u>
	Total Expenditures	2,163,467
7900	* Contingency/Reserves	<u>127,760</u>
	Total Resource 3200 Expenditures Including Contingency/Reserves	<u>\$ 2,291,227</u>

* 5% Contingency reserve calculated from TAF equals \$114,561

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 FUND 33, RESOURCE 3300 - CHILD CARE

TENTATIVE OPERATING BUDGET
 2010-2011

INCOME

Estimated Beginning Balance, July 1		\$	69,779
Federal Income			
Lunch Program	\$	71,982	
State Income			
Tax Bailout Funds		70,348	
Local Income			
Parent Fees	\$	1,178,514	
Rental Income		27,312	
Interest Income		<u>3,000</u>	
Total Local Income		<u>1,208,826</u>	
Total Income			<u>1,351,156</u>
Total Available Funds (TAF)		\$	<u>1,420,935</u>

EXPENDITURES

Object Code

1000	Academic Salaries	\$	867,823
2000	Classified Salaries		186,721
3000	Employee Benefits		174,838
4000	Books and Supplies		46,514
5000	Services and Operating Expenditures		72,492
6000	Capital Outlay		<u>1,500</u>
	Total Expenditures		1,349,888
7900	* Contingency/Reserves		<u>71,047</u>
Total Resource 3300 Expenditures Including Contingency/Reserves			<u>\$ 1,420,935</u>

* 5% Contingency reserve calculated from TAF equals \$71,047

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FUND 41, RESOURCE 4100 - STATE CONSTRUCTION/SCHEDULED MAINTENANCE

TENTATIVE OPERATING BUDGET
2010-2011

INCOME

Estimated Beginning Balance, July 1		\$	-
State Income			
Riverside Wheelock Gym Seismic Retrofit	\$	353,765	
Moreno Valley Student/Academic Services Facility		39,150	
Riverside Nursing/Sciences Building		<u>45,147,963</u>	
Total State Income			<u>45,540,878</u>
Total Available Funds (TAF)			<u>\$ 45,540,878</u>

EXPENDITURES

Object Code

6000	Capital Outlay		<u>\$ 45,540,878</u>
	Total Expenditures		45,540,878
7900	Contingency/Reserves		<u>-</u>
Total Resource 4100 Expenditures Including Contingency/Reserves			<u>\$ 45,540,878</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FUND 41, RESOURCE 4120 - NON-STATE FUNDED CAPITAL OUTLAY PROJECTS

TENTATIVE OPERATING BUDGET
2010-2011

INCOME

Estimated Beginning Balance, July 1		\$	<u>549</u>
Federal Income			545,400
Local Income			
Interest Income	\$	1,000	
Other Local Income		<u>1,115,676</u>	
Total Local Income			<u>1,116,676</u>
Total Available Funds		\$	<u>1,662,625</u>

EXPENDITURES

Object Code

6000	Capital Outlay	\$	<u>1,661,076</u>
	Total Expenditures		1,661,076
7900	Contingency/Reserves		<u>1,549</u>
	Total Resource 4120 Expenditures Including Contingency/Reserves	\$	<u>1,662,625</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FUND 41, RESOURCE 4130 - LA SIERRA CAPITAL

TENTATIVE OPERATING BUDGET
2010-2011

INCOME

Estimated Beginning Balance, July 1	\$ 12,266,741
Local Income	<u>100,000</u>
Total Available Funds (TAF)	<u>\$ 12,366,741</u>

EXPENDITURES

Object Code

5000	Services and Operating Expenditures	\$ 10,000
6000	Capital Outlay	<u>1,544,578</u>
	Total Expenditures	1,554,578
7920	Contingency/Reserves	<u>10,812,163</u>
	Total Resource 4130 Expenditures Including Contingency/Reserves	<u>\$ 12,366,741</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FUND 41, RESOURCE 4160 - GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS

TENTATIVE OPERATING BUDGET
2010-2011

INCOME

Estimated Beginning Balance, July 1	\$ 50,001,637
Local Income	<u>500,000</u>
Total Available Funds (TAF)	<u>\$ 50,501,637</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$ 220,998
3000	Employee Benefits	97,270
5000	Services and Operating Expenses	628,418
6000	Capital Outlay	<u>47,029,869</u>
	Total Expenditures	47,976,555
7910	Contingency	<u>2,525,082</u>
	Total Resource 4160 Expenditures Including Contingency/Reserves	<u>\$ 50,501,637</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FUND 61, RESOURCE 6100 - HEALTH & LIABILITY SELF-INSURANCE

TENTATIVE OPERATING BUDGET
2010-2011

INCOME

Estimated Beginning Balance, July 1		\$ 1,405,530
Local Income		
Interest	\$ 86,600	
Self-Insurance Health Plan	<u>4,800,000</u>	
Total Local Income		4,886,600
Interfund Transfer from Resource 1000 - General Fund		<u>250,000</u>
Total Income		<u>5,136,600</u>
Total Available Funds (TAF)		<u>\$ 6,542,130</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$ 170,605
3000	Employee Benefits	62,808
4000	Book and Supplies	3,200
5000	Services and Operating Expenditures	5,408,918
6000	Capital Outlay	<u>40,000</u>
	Total Expenditures	5,685,531
7900	Contingency/Reserves	<u>856,599</u>
	Total Resource 6100 Expenditures Including Contingency/Reserves	<u>\$ 6,542,130</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FUND 61, RESOURCE 6110 - WORKERS COMPENSATION SELF-INSURANCE

TENTATIVE OPERATING BUDGET
2010-2011

INCOME

Estimated Beginning Balance, July 1		\$ 1,065,045
Local Income		
Interest	\$ 30,000	
Workers Compensation Premiums	<u>1,743,967</u>	
Total Local Income		<u>1,773,967</u>
Total Available Funds (TAF)		<u>\$ 2,839,012</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$ 80,806
3000	Employee Benefits	31,972
4000	Books and Supplies	620
5000	Services and Operating Expenditures	<u>1,351,500</u>
	Total Expenditures	1,464,898
7900	Contingency/Reserves	<u>1,374,114</u>
	Total Resource 6110 Expenditures Including Contingency/Reserves	<u>\$ 2,839,012</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
STUDENT FEDERAL GRANTS

TENTATIVE OPERATING BUDGET
2010-2011

INCOME

Unaudited Beginning Balance, July 1		\$	-
Federal Income			
PELL Student Grants and Book Waivers	\$ 35,000,000		
FSEOG Student Grants and Book Waivers	591,561		
ACG Academic Competitiveness Grant	25,000		
Federal Work Study	<u>591,742</u>		
Total Federal Income			<u>36,208,303</u>
Total Available Funds (TAF)		\$	<u>36,208,303</u>

EXPENDITURES

Object Code

7520	Student Grants and Book Waivers	\$	<u>36,208,303</u>
	Total Student Federal Grants	\$	<u>36,208,303</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
STATE OF CALIFORNIA STUDENT GRANTS

TENTATIVE OPERATING BUDGET
2010-2011

INCOME

Unaudited Beginning Balance, July 1	\$ -
State Income - Cal Grant B and C	<u>2,000,000</u>
Total Available Funds (TAF)	<u>\$ 2,000,000</u>

EXPENDITURES

Object Code

7520 Student Grants and Book Waivers	<u>\$ 2,000,000</u>
Total State of California Student Grants	<u>\$ 2,000,000</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ASSOCIATED STUDENTS OF RCCD

TENTATIVE OPERATING BUDGET
2010-2011

INCOME

Unaudited Beginning Balance, July 1		\$ 1,001,070
Local Income		
Student Fees	\$ 669,000	
Interest	20,000	
Athletic Events	<u>11,000</u>	
Total Local Income		<u>700,000</u>
Total Available Funds (TAF)		<u>\$ 1,701,070</u>

EXPENDITURES

Account Code

900	ASRCC Operations/Special Events	\$ 12,263	
905	Organizations Funding	133,237	
906	Athletics	225,500	
910	Riverside Associated Students	168,000	
920	Norco Associated Students	84,000	
930	Moreno Valley Associated Students	<u>77,000</u>	
	Total Expenditures		\$ 700,000
	Contingency		<u>1,001,070</u>
	Total ASRCC Accounts		<u>\$ 1,701,070</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: III-C-2

Date: June 15, 2010

Subject: Nursing/Science Building at Riverside City College

Background: On June 17, 2008, the Board of Trustees approved the final design and project budget for the Nursing/Science Building located at the Riverside City College. The Nursing/Science Building will provide significantly improved space, and will meet the demands of our community by educating highly-trained technicians and professionals in the courses of Nursing, Life/Physical Sciences and Mathematics.

On November 3, 2009, the office of Facilities Planning, Design and Construction (FPDC) advertised a Request for Proposals (RFP) for a consultant to provide programming and bid preparation services for the Furniture, Fixtures and Equipment (FF&E) for the Nursing/Science Building project at the Riverside City College. The consultant would assist the District in reviewing and confirming the previous budgetary furniture program, revise and update where required; and interview, program and establish budgets in conjunction with the RCC Nursing/Science/Mathematics departments for the required equipment needs. After both furniture and equipment needs are established, budgeted and approved, the consultant will prepare the supporting FF&E bid documents for the District to order and install FF&E for the new Nursing/Science Building which consists of approximately 125,000 gross square feet of laboratory, classrooms, lecture and faculty office space.

On November 25, 2009, the District received four (4) proposals for the Riverside Nursing/Science Building Project, FF&E Consulting RFP. Based on fee and level of service offered, the College and District staff chose Tamra Kay Interior Design Consulting as the consultant for the Nursing/Science Building project at Riverside City College.

Staff now requests approval of an agreement with Tamra Kay Interior Design Consulting for FF&E, programming and bid preparation services for the Nursing/Science Building project. The agreement is attached for the Board's review and consideration. The agreement with Tamra Kay Interior Design Consulting for the Nursing/Science Building project at the Riverside City College is not to exceed \$94,900.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: III-C-2

Date: June 15, 2010

Subject: Nursing/Science Building at Riverside City College (continued)

To be funded by the Board approved project budget.

Recommended Action: It is recommended that the Board of Trustees approve an agreement with Tamra Kay Interior Design Consulting for Furniture, Fixtures and Equipment, programming and bid preparation services for the Nursing/Science Building project located at the Riverside City College in an amount not to exceed \$94,900; and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Gregory W. Gray
Chancellor

Prepared by: Jan Muto
President
Riverside City College

Norm Godin
Vice President, Business Services
Riverside City College

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

Michael J. Stephens
Capital Program Administrator
Facilities Planning, Design and Construction

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: III-C-3

Date: June 15, 2010

Subject: Life Science/Physical Science Reconstruction Design Services Agreement No. 2

Background: On February 24, 2009, the Board of Trustees approved an agreement with HMC Architects to provide Final Project Proposal (FPP) services for the Life Science/Physical Science Reconstruction project at the Riverside City College in the amount of \$108,000, using District Measure "C" Funds. The services provided by HMC Architects included development of the FPP based on the current campus long range facilities master plan, program needs as established by the current long range educational plan and enrollment data for the college. HMC Architects submitted the completed FPP to the California Community Colleges State Chancellor's Office (CCCSC) in July 2009 for fiscal year 2011-2012 approval.

Due to the state's budget crisis, it was determined that there would be no state capital outlay funding for preliminary plans in fiscal year 2010-2011. District staff elected to delay the submission of the Life Science/Physical Science Reconstruction FPP for one year. By resubmitting the FPP in September 2010, funding will automatically be requested for the first available funding year which is fiscal year 2012-2013.

Staff now requests a second agreement for additional FPP design services with HMC Architects for revisions to the FPP for the Life Science/Physical Science Reconstruction project submitted to the CCCSC in July 2009. Revisions to the FPP will include updating the JCAF 32 and supporting budget forms to match current construction cost index, update project schedules and funding years, update all State Administrative Manual (SAM) Narrative budget and cost tables, and assemble, print and deliver five (5) hard copies of the FPP to the District. Agreement No. 2 is attached for the Board's review and consideration. The second agreement with HMC Architects for revisions to the current FPP for the Life Science/Physical Science Reconstruction project at the Riverside City College is not to exceed \$6,000. HMC Architects original agreement and Agreement No. 2, including reimbursable expenses, totals \$114,000.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: III-C-3

Date: June 15, 2010

Subject: Life Science/Physical Science Reconstruction Design Services Agreement No. 2
(continued)

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

Recommended Action: It is recommended that the Board of Trustees approve Agreement No. 2 with HMC Architects to provide revisions to the Final Project Proposal of the Life Science/Physical Science Reconstruction project located at the Riverside City College in an amount not to exceed \$6,000 using District Measure C Funds; and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Gregory W. Gray
Chancellor

Prepared by: Jan Muto
President
Riverside City College

Norm Godin
Vice President, Business Services
Riverside City College

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: III-C-4

Date: June 15, 2010

Subject: Deferment of RCC Campaign Advance Repayment

Background: On the heels of the successful passage of Measure C, the Foundation for the District was interested in the potential of launching its first major campaign. As such, in 2005 the Foundation contracted with The Clements Group to undertake a feasibility study to assess the private philanthropy capacity of the region for RCCD. Campaigns are launched initially with a silent phase, and include the deployment of resources to set the foundation resources and plans for the campaign. To facilitate this undertaking the District and Foundation entered into a formal agreement, whereby the District would advance upwards of \$1.3 million to the Foundation to cover the cost associated with a campaign that identified goals of raising \$17 million in cash and pledges and another \$8 million in planned gifts. This was to be the first major campaign undertaken.

To date, more than \$15.5 million in cash, pledges and planned gifts has been garnered during the silent phase of this campaign. However, full, public launch of the campaign did not proceed due to a variety of factors, including but not limited to the state of the economy and changes in leadership at RCCD. To date, the balance of funds provided to the Foundation from the District under the original agreement totals nearly \$770,000.00 and monthly the Foundation is incurring costs of about \$7,250.00, to fund the staff position dedicated to the campaign. The original agreement stated a repayment plan from the Foundation to the District.

The RCCD Foundation still is conducting major gift solicitations as part of the campaign, and groundwork is being laid to adjust the campaign to the current situation in support of the three colleges and launch publicly under the Chancellor's leadership and direction. Therefore, at this time, the Foundation is asking for an extension on the debt repayment schedule and continuation of the monthly staff expenses for the campaign.

Extension of the campaign would require that the debt payment schedule of the existing balance of approximate \$770,000 be deferred until June 2012, and that the monthly expenses of maintaining the campaign continue for one additional year.

Recommended Action: It is recommended that the Board of Trustees consider extending the debt repayment schedule from RCCD Foundation to the District for an additional two-year period and authorize the extension of the current monthly expenses associated with the campaign for additional year duration.

Gregory W. Gray
Chancellor

Prepared by: Chris Carlson
Chief of Staff

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: III-D-1

Date: June 15, 2010

Subject: Revised and New Board Policies – First Reading

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

Board of Trustees

BP 2720 – Communications Among Board Members – This is a revision of the current Policy which was originally adopted by the Board on September 16, 2008.

Student Services

BP 5400 – Associated Students Organization. This is a revision of the current Policy, which was originally adopted by the Board on August 18, 2009.

Recommended Action: It is recommended that the Board of Trustees accept Board Policies 2720 and 5400 for first reading.

Gregory W. Gray
Chancellor

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

Riverside Community College District Policy**No. 2720****Board of Trustees**

DRAFT – CCLC UPDATE

BP 2720 COMMUNICATIONS AMONG BOARD MEMBERS**Reference:**

Government Code Section 54952.2

Members of the Board of Trustees shall not communicate among themselves by the use of any form of communication (e.g., personal intermediaries, e-mail, or other technological device) in order to reach a collective concurrence regarding any item that is within the subject matter jurisdiction of the Board of Trustees. **In addition, no other person shall make serial communications to Board Members.**

OR

A majority of the members of the Governing Board shall not, outside a regularly scheduled meeting, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the board. This policy shall not be construed as preventing an employee or official of the District from engaging in separate conversations or communications with members of the board outside of a meeting in order to answer questions or provide information regarding a matter that is within the subject matter jurisdiction of the board, if that person does not communicate to members of the Board the comments or position of any other member(s) of the Board.

Date Adopted: September 16, 2008

Revised:

Riverside Community College District Policy

No. 5400

Student Services DRAFT

BP 5400 ASSOCIATED STUDENTS ORGANIZATION

References:

Education Code Sections 76060, 76061, 76062, and 76067

The District recognizes the importance of allowing students to expand their college learning experiences by actively participating in the democratic process of student government. Therefore, the Board of Trustees hereby recognizes **the following three (3) College student government associations:** ~~these student body association(s) as the Associated Students of the Riverside Community College District (ASRCCD), The Associated Students of Moreno Valley College (ASMVC), The Associated Students of Norco College (ASNC) and Associated Students of Riverside City College (ASRCC).~~

Charter of Student Government:

“In recognition of the true democratic ideals of government of, by, and for the people through due process of representation, the Board of Trustees of Riverside community College District does hereby grant this Charter bestowing upon the student government of each College of the District the privileges, duties, and responsibilities of self-government. This government shall be represented and administered as specifically set forth in the Constitution and By-Laws of each College has created and, which have been approved by each College’s student government association. The Board of Trustees of Riverside Community College District hold the President of each College entirely accountable for the effective functioning of the student government. The Each College student government associations Associated Students shall conduct itself in accordance with state laws and regulations and District policies and procedures. Should an action by a College student government association fail at any time to fulfill its trust as a self-governing unit, the Chief Student Services Officer may exercise the power to veto. The Board of Trustees retains its right to revoke this Charter, provided such recommendation comes from the College President and is prompted by reason of misuse or neglect of said Charter. This Charter supersedes any and all other Charters previously granted.”

These **student government associations** ~~Associated Students~~ organizations are recognized as the official voice for the students in the District and college decision-making processes. They may conduct other activities as approved by the Chancellor or President(s). The Associated Students activities shall not conflict with the authority or responsibility of the Board of Trustees or its officers or employees.

The Associated Students shall be granted the use of District premises subject to such administrative procedures as may be established by the Administration. Such use shall not be construed as transferring ownership or control of the premises.

Date Adopted: August 18, 2009

(Replaces RCCD Policy 6120)

Revised:

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: III-D-2

Date: June 15, 2010

Subject: Federal Representation for RCCD and Update on Federal Activities for 2010-2011

Background: Capital Alliance Consulting, LLC (CAC) has held a contract to represent the District on federal issues the past two years. Mr. Dave Kennett, Principal for CAC has been representing the District, and key to the District's federal issues with a prior firm that the District contracted for services. Over the course of years of services with Mr. Kennett, the District has been the recipient of significant federal dollars for several projects and program support. Federal representation of the District in Washington D.C. is seen as an imperative element, even beyond funding, as major programs that impact community colleges are reauthorized and programmed federally.

Mr. Kennett will update the Board of the federal activities for 2010-2011, and his service to the District in the federal arena.

These types of services are based upon both professional qualifications and personal relationships with the District, federal representatives, federal agencies, and our trustees. The current contract with CAC proposes to keep its service contract with no change from the prior year at a monthly retainer of \$6,250. A copy of CAC's proposal is included herewith.

Recommended Action: It is recommended that the Board of Trustees approve the contract with Capital Alliance Consulting, LLC, from July 1, 2010 to June 30, 2011, in an amount not to exceed \$75,000, with approved additional actual expenses not to exceed \$3,000, and authorized the Vice-Chancellor, Administration and Finance to sign the agreement.

Gregory W. Gray
Chancellor

Prepared by: Chris Carlson
Chief of Staff



8 Oak Tree Drive
Newport Beach, CA 92660

May 10, 2010

Chris Carlson
Chief of Staff/Executive Assistant to the Chancellor
Riverside Community College District
RCCD Systems Office Building
3845 Market Street
Riverside, CA 92501

Dear Chris,

Capitol Alliance Consulting, LLC ("CAC") is pleased to present this proposed scope of work and business terms to the Riverside Community College District ("District"). It has been a pleasure working with the District over the past 16 years in various capacities. I look forward to continuing our partnership.

We shared great success over the past 12 months, highlighted by a \$600,000 appropriation for curriculum development to support RCCD efforts at the Ben Clark Training Center as well as a \$150,000 appropriation for RCCD to purchase equipment for your Allied Health Services program. During this time, a number of grant opportunities have arisen from the stimulus bill and Congress passed landmark student loan reform. Throughout these events, I have provided regular updates and have worked with you and your staff to identify how District interests could align with federal opportunities.

This scope of work and proposed business terms cover the period of July 1, 2010 through June 30, 2011. In general, CAC will continue to provide counsel on all matters related to the District's interaction with the federal government, providing a level of service that meets or exceeds the standards to which you have grown accustomed. CAC's scope of work is described below.

Support the District's Fiscal Year 2011 federal appropriations requests:
For Fiscal Year 2011, the District is seeking \$310,000 to develop a Public Safety Education Leadership Training Academy and \$500,000 to restore the Citrus Belt Savings & Loan Building. I submitted the projects to Congress in February and have been following up with your House and Senate delegation since that time.

As you know, House Republicans have foresworn earmarks this year. If the appropriations process follows regular order, this would preclude our House Representatives from pushing our projects. The Senate is still in play at this time. CAC will continue to work with the

Senate to ensure they have the information they need in order to secure approval for the projects from their Appropriations Committee.

Work with agencies to release funds appropriated for District initiatives:

As noted, for Fiscal Year 2010 Congress appropriated \$600,000 for curriculum development to support RCCD efforts at the Ben Clark Training Center as well as \$150,000 for RCCD to purchase equipment for your Allied Health Services program. If RCCD deems it necessary, CAC will work with the Department of Health and Human Services and the District's grants team to ensure these funds are released per Congressional guidance.

Develop the District's Fiscal Year 2012 federal appropriations requests:

I will work with the District to develop project requests for the Fiscal Year 2012 process. This effort will build on work we performed in preparation for past Fiscal Years, as during preparation for those years we identified a number of potential project requests for the future.

Monitor and report on funding opportunities in the stimulus bill:

I will support your grants team and other staff by monitoring, analyzing, and reporting on new funding opportunities being released as a result of the American Recovery and Reinvestment Act.

Monitor and report on the implementation of the Higher Education Act, reauthorization of the Workforce Investment Act and other key legislative or regulatory initiatives:

CAC will monitor daily/weekly news publications including Congressional Quarterly's CQToday/CQBillTrack and report on legislative and regulatory efforts as necessary.

Where necessary, seek modifications to legislation or proposed regulations:

Working with the District, CAC will seek amendments or modifications to key legislation or proposed regulations. This would entail drafting said changes and presenting them and their rationale to agencies, Congressional Committees and your delegation.

Develop effective messaging and present it to Congress and federal agencies:

All of the tasks described above will require messaging specially designed for Congress and agency staff. CAC specializes in distilling information into an effective format.

Serve as the primary point of contact for Congress and agencies:

I will remain the primary point of contact for Congress and agencies, including the Departments of Education and Labor, on all matters related to the above tasks. At the same time, I will utilize the personal capital held by the Board of Trustees as well as District staff.

Support the District's efforts to obtain federal grants:

The District's grants team has created and sustained a number of strong relationships with program officers throughout the federal government. I will augment the grant team's efforts by reporting on grant announcements and/or providing information on such grants, including information gleaned from non-traditional sources.

Submit monthly progress reports:

During the course of the contract, CAC will continue to submit a report at the beginning of each month describing the work we performed during the previous month.

Organize yearly DC trip by the Board of Trustees:

As per past years, I will arrange meetings and prepare briefing materials for the Trustees' Washington, DC trip.

Other projects that arise during the contract period:

Upon direction of the District, CAC will undertake unforeseen projects and initiatives.

CAC proposes a monthly retainer of \$6250 covering expenses for professional services. Normal operating expenses are included in that rate, although CAC will request reimbursement for client-approved travel. Such reimbursement shall not exceed \$3000 over the life of the contract.

Once again, Capitol Alliance Consulting, LLC appreciates the opportunity to provide this scope of work and business terms to the District. Please feel free to call me if you have any questions or need additional information.

Sincerely,

David Kennett

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES COMMITTEE

Report No.: III-E-1

Date: June 15, 2010

Subject: Riverside Nursing/Science Building

Background: On January 27, 2009, the Board of Trustees approved an agreement with Barnhart, Inc., a Heery International Company (now a Balfour-Beatty Company) to provide multiple prime construction management services for the Nursing/Science Building project located at the Riverside City College. On September 15, 2009, the Board of Trustees approved the award of bids for the Phase I portion of the project in the amount of \$10,357,556. On November 17, 2009, the Board of Trustees approved the award of bids for the Phase II portion of the project in the amount of \$29,840,121. The individual contractors would complete construction services throughout the Nursing/Science Building project.

Staff is now requesting Board approval of Change Orders for modifications to the Nursing/Science Building project for the following contractors:

- Interpipe Contracting, Inc. (\$250,000)
- Quip-Con, Inc. \$408,080

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

Although the added change order amount will exceed the allowable ten percent (10%) contingency limit of the contract with Quip-Con, Inc. (QCI), the changes were urgent and received Associate Vice Chancellor Facilities Planning, Design and Construction approval prior to work due to the necessary prosecution of the critical path work. This additional work by QCI was required as the City of Riverside owned sewer lines needed to be re-routed around the Nursing/Science Building, and Digital Library and Learning Resource Center. This was due to the flatness of the existing line and associative issues with line capacity as the city rejected tying to the existing line. Additionally, the sewer line needed to have an unauthorized bypass removed that was installed and left in place during the construction of the Parking Structure, which was discovered during the re-route by the city. Staff requests Board of Trustees approval of the excess change order contingency by \$340,726 which is included within the change order total of \$408,080. Interpipe Contracting, Inc. reduced their contract to \$2,287,000 by returning their project allowance of \$250,000 to the District for the sewer line relocation performed by QCI. This was the result of the sewer work being moved from the on-site contract work to off-site contract work as QCI carries the necessary license to perform work to a city-owned utility. As a result of the returned allowance to the project budget, QCI change order excess cost of \$158,080 (\$408,080 minus \$250,000) will be paid for 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
FACILITIES COMMITTEE

Report No.: III-E-1

Date: June 15, 2010

Subject: Riverside Nursing/Science Building (continued)

Recommended Action: It is recommended that the Board of Trustees approve the deductive Change Order for the Nursing/Science Building project at the Riverside City College for Interpipe Contracting, Inc. of \$250,000; approve the additive Change Order for Quip-Con, Inc. of \$408,080; approve the added Change Order amount exceeding the allowable ten percent contingency with Quip-Con, Inc. of \$340,726; approve using the project budget contingency for Quip-Con, Inc. excess cost of \$158,080; and authorize the Associate Vice Chancellor of Facilities Planning, Design and Construction to sign the Change Orders.

Gregory W. Gray
Chancellor

Prepared by: Jan Muto
President
Riverside City College

Norm Godin
Vice President Business Services
Riverside City College

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

Michael J. Stephens
Capital Program Administrator
Facilities Planning, Design and Construction

Riverside Community College District
Facilities, Planning, Design and Construction
Riverside Nursing/Science Building Project

CHANGE ORDER SUMMARY

Change Order: 1
Contractor: Interpipe Contracting, Inc.

<i>Contract Amount:</i>	\$2,537,000.00
<i>Change Order No. 1 Amount:</i>	<u>\$(250,000.00)</u>
<i>Revised Contract Sum:</i>	\$2,287,000.00
<i>Original Contract Contingency:</i>	\$228,700.00
<i>Remaining Contract Contingency:</i>	\$228,700.00

Change Order Description:
Reduce allowance amount to cover added costs for (\$250,000)
Bulletin 001 / Sewer relocation work performed by
Quip-Con, Inc.
Requested by: City of Riverside, Public Works
Accountability: Unknown conditions

Change Order: 2, 3, 4
Contractor: Quip-Con, Inc.

<i>Contract Amount:</i>	\$713,670.00
<i>Change Order No. 1 Amount:</i>	\$4,013.00
<i>Change Order No. 2 Amount:</i>	\$277,138.00
<i>Change Order No. 3 Amount:</i>	\$120,862.00
<i>Change Order No. 4 Amount:</i>	<u>\$10,080.00</u>
<i>Revised Contract Sum:</i>	\$1,125,763.00
<i>Original Contract Contingency:</i>	\$71,367.00
<i>Remaining Contract Contingency:</i>	\$-340,726.00

Change Order Description:

Relocate offsite portion of sewer per City of Riverside Off-Site Sewer Plan. <i>Requested by:</i> District <i>Accountability:</i> Unknown conditions	\$277,138
Replace and upgrade existing unauthorized sewer bypass at Parking Structure. <i>Requested by:</i> City of Riverside, Public Works <i>Accountability:</i> Unknown conditions	\$120,862
Remove unforeseen slurry and concrete in the area of the buildings over excavation. <i>Requested by:</i> District <i>Accountability:</i> Unforeseen conditions	\$10,080

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES COMMITTEE

Report No.: III-E-2

Date: June 15, 2010

Subject: Learning Gateway Building

Background: On April 28, 2009, the Board of Trustees approved an agreement with LPA to provide planning and design services for the Learning Gateway Building project (formerly Parking Structure and Surge Space) located at the Moreno Valley College in the amount of \$1,910,000 using Measure “C” funds. On December 15, 2009, staff and LPA architects presented a project design to the Board of Trustees for consideration and approval. The Board approved the scope design of the project and a tentative budget amount of \$31,800,000 using Measure “C” funds. On February 17, 2010, the Board of Trustees approved Amendment No. 1 with LPA in the amount of \$125,000 to provide design and engineering services for the Parking Structure and Surge Space - Lion’s Replacement Parking Lot. On May 18, 2010, the Board of Trustees approved Amendment No. 2 with LPA in the amount of \$44,500 for an augmentation to the fire sprinkler design allowance, and added furniture design and management services for Group II furnishings within the building. The total agreement with LPA, including both amendments is \$2,079,500.

Staff now requests approval of Amendment No. 3 with LPA in the total amount of \$66,820. This amendment amount includes an additional \$23,150 to relocate four dry utilities that serve the college. The need for dry utility relocation evolved from site investigations and design meetings after the start of the project. Also included within the amendment is an additional fee of \$43,670 for added services of a vibration isolation design. Due to the complexity and unique challenge to mitigate vibration levels of occupied spaces for the Learning Gateway Building a comprehensive Finite Element Analysis study and isolated room design is necessary for the project. The amendment is attached for the Board’s review and consideration. The LPA agreement, including the three amendments and reimbursable expenses, totals \$2,146,320.

To be funded by the Board-approved project budget contingency, District Measure “C” Funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve Amendment No. 3 with LPA architects for additional services to the Learning Gateway Building at the Moreno Valley College in an amount not to exceed \$66,820; and authorize the Vice Chancellor, Administration and Finance to sign the amendment.

Gregory W. Gray
Chancellor

Prepared by: Monte Perez, President, Moreno Valley College

Reagan Romali, Vice President, Business Services, Moreno Valley College

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

THIRD (3) AMENDMENT TO AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
LPA
(Learning Gateway Building – Moreno Valley College)

This document amends the original agreement, Amendment No. 1 and Amendment No. 2 between the Riverside Community College District and LPA, which was approved by the Board of Trustees on April 28, 2009, February 16, 2010 and May 18, 2010.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$66,820, including reimbursable expenses. The term of this agreement shall be from the original agreement date of April 29, 2009, to the estimated completion date of October 31, 2011. 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 Amendment No. 3 as of the date written below.

LPA

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____

Robert O. Kupper, AIA
Chief Executive Officer
5161 California Ave., Suite 100
Irvine, CA 92617

By: _____

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Project: Learning Gateway Building
Moreno Valley College

SCOPE OF SERVICES:

I. ELECTRICAL ENGINEERING

A. General Project Description:

This project's scope of work covers relocating, rerouting and reconnecting each of the four dry utility companies underground infrastructure and points of connection that serves the college. The project is located on the Riverside Community College District's Moreno Valley College.

The general engineering scope of work is to include preparing a dry utility composite plan with the proposed locations of each of four dry utility facilities including underground raceways, switch, vault/manholes/pull box, transformer and meter locations, telephone vaults/pull boxes, CATV vaults/pull boxes and service points of connection locations for submittal to each of the four respective Dry Utility Companies for their work in preparing their designs, calculations and costs associated with the relocation of the existing dry utility services.

Consultant has assumed that this work will be documented and constructed in a single set of construction documents.

B. Schematic Design Services:

1. Meet with the design team and each of the four dry utility companies, as necessary, to discuss concepts and alternatives for the project.
2. Visit the site to ascertain the existing conditions of each of the four service provider's existing infrastructure and conditions, as they compare to provide as-built documents.
3. Make initial contact and establish a request for service with each of the four specific dry utility service providers that serve the college including:
SCE
Edison Carrier Solutions
Verizon
Time Warner
4. Estimate the load calculations for the proposed future college building expansions, for use by SCE in planning the power infrastructure relocation.
5. Establish proposed locations and placement of each service provider's dry utility infrastructure equipment, approximate the infrastructure equipment sizes and space requirements for integration into the site development plan.
6. Establish proposed pathways, routing and points of connection to existing infrastructure for each dry utility.

C. Design Development Services

1. Submit required customer information documentation to each dry utility company.

2. Prepare and submit dry utility composite plan, based on their individual company design requirements, to each dry utility company for review and comment.
3. Meet with the design team, as necessary, to further discuss equipment location, placement and interface with new site development features for the project.
4. Communicate with the district/campus facilities personnel to refine the proposed power and communication service concept.
5. Refine and update placement, locations, approximate sizes and space requirements for utility company power and communications infrastructure, pull boxes and equipment.

D. Construction Document Services:

1. Meet with the District/College facilities personnel and the design team, as necessary, to finalize all design issues.
2. Prepare dry utility construction documents for obtaining a building permit in accordance with the local building department and / or governing authority. The electrical construction documents shall include:
 - a. Complete dry utility composite site plan with each of the four dry utility company requirements, including detailed campus infrastructure connection designs.
3. Review and check the final documents for quality assurance prior to the final submission to the Client.
4. Obtain final designs and requirements from each of the four dry utility companies and distribute to all concerned parties on the design team for comment.
5. Obtain Owner approval signatures on final Utility Company designs.

E. Bidding Phase Services

1. Interpret the dry utility documents during the bidding phase and assist the Architect in the preparation of addenda responding to these interpretations.

F. Construction Administration Services

1. Interpret contract documents for proper execution of electrical work during construction.
2. Review shop drawings and submittals as required by the construction documents.
3. Perform the following site visits for each construction document package:
 - a. Two rough-in observations.
 - b. One final punch list observation.
 - c. Prepare site visit reports for the Architect.
 - d. Incorporate the contractor's electrical record drawings into a set of CAD as-builts.

- G. Compensation for coordination of electrical engineering, architecture, landscape and civil services is at an additional not to exceed amount of \$23,150 including reimbursable expenses.

II. VIBRATION ISOLATION DESIGN SERVICES

A. Initial Meeting, Design Proposal and Information Collection

1. Meet with the Architect and the structural engineers to review and discuss the proposed structural design, the problem facing the team and the proposed remedies being considered to mitigate unacceptable vibration levels. Discuss any constraints imposed or anticipated by the current design.
2. Prepare a report (meeting minutes) of the meeting with action items for the various design team participants.
3. Following this meeting, obtain the necessary dynamic parameters of the parking structure from the project structural engineering firm. These parameters shall include the natural frequency of the PT structural slab and the amount of acceleration anticipated from a motor vehicle when transiting through the structure.
4. If the paragraph 3 parameters cannot be obtained by calculation from the project structural engineers Sonics ESD shall conduct in-situ an computer driven and recorded acceleration tests of a similar Post Tension parking structure.

B. Finite Element Analysis

Research and mathematically model and conduct a Finite Element Analysis (FEA) study of the post tension parking structure for the areas specified as occupied. The purpose of the study is simulate the dynamic effects of the PT slab when excited by mechanical impact energy from a accelerating, moving or stopping motor vehicle.

1. Using the drawings provided redraw, if necessary, the assembly model specimen using AutoCAD Architectural MEP, Version 10 for program inclusion.
2. Using the AutoCAD drawings construct a FEA mesh model sufficient to achieve the desired data resolution.
3. Obtain from the structural engineers the mechanical properties of the materials comprising the parking structure, tendons, membranes, cavities, in-fill and structural components. Research any physical parameters not provided. Configure the information into the necessary form to input the data into the FEA model.
4. Input the proposed tuned floor system into the FEA model. This constitutes the one iteration of the isolated floor system.
5. Construct a mathematical model of the vehicle impact excitation generator using the obtained or measured data.
6. Construct and prepare the FEA model.
7. Run the simulation to determine the complete assembly's mechanical properties and characteristics. Quantify the vibration components of the occupied area slab.
8. Review the compiled data; consult with the firm's FEA consultant, Dr. John Dunec to verify the assumptions and review the validity of the conclusions.
9. If required, modify the models parameters and again run the FEA simulation(s).
10. Prepare the necessary drawings and graphs and create a draft copy of the report.
11. Following a through Principal and Quality Control review, print, assemble and issue the report.
12. Print and bind four (4) copies of the report with attachments.

C. Model Testing of Similar Parking Structure

1. Obtain the structural floor slab natural frequency and motor vehicle acceleration predictions from the project structural engineers. This data will be employed as assumptions in the FEA model.
2. If not available, perform model testing of a similar parking structure measured in-situ an existing structure. The model testing will consist of various test vehicles accelerating, stopping and turning while taking acceleration (instrumented) measurements.
3. Prepare a report of the specimen tested, accelerations incurred and recorded, test conditions and conclusions. This data will be employed as assumptions in the FEA model.

D. Post FEA Meeting

1. Meet with the Architect and the structural engineers to review and discuss the FEA results. Discuss any ramifications of the proposed design. If required, following direction by owner, prepare model to address additional scenario(s) with necessary iteration change. Each iteration or scheme change shall include a revised SOW change with fee addition.
2. Prepare a report (meeting minutes) of the meeting with action items for the various design team participants.

E. Review and Acoustical Analysis

1. Provide analysis of the 2nd, 3rd, and 4th level proposed exterior partitions, interior partitions, corridor walls, stairwell, exterior glazing and ceilings to determine their sound isolation and vibration capabilities. Following analysis, develop recommendations in report or drawing form to achieve a defined acoustical design criteria consistent with industries guidelines and ANSI S3.29 criteria.
2. Provide analysis of the 2nd, 3rd, and 4th level proposed interior factuality offices, defined usage spaces, restrooms, activity centers, retail spaces, community room, meeting rooms and campus police facility to determine their impact insulation (IIC) and sound isolation (STC) requirements. Following analysis, develop recommendations in report or drawing form to achieve a defined acoustical design criterion consistent with industries guidelines.
3. Provide analysis of the structure roof mounted MEP equipment to determine its noise and vibration control measure requirements. Following analysis, develop recommendations to achieve a defined acoustical design noise and vibration criteria for the 3rd level occupied areas. These analysis and recommendations do not include a review the 2nd, 3rd level HVAC systems for the occupied spaces or Noise Criterion (NC) analysis of the individual spaces. Should a comprehensive HVAC review of the occupied spaces be desired a separate SOW and fee proposal will be provided under separate cover.
4. Provide a report the recommended constructions for incorporation into the architectural drawings.

5. Prepare and submit a report summarizing the results of the analyses and recommendations.

F. Contract Construction Administration

1. Conduct three (3), one-man site observation, the date determined by the construction schedule to observe proper implementation of slab vibration control measures, sound isolation and mechanical noise and any additional control recommendations. Total effort and travel not to exceed five (5) person-days.
2. Provide a written report to the architect and general contractor, detailing the results of site observations and subsequent action items.
5. Respond to written and verbal RFI's by Architect, Structural Engineer, Mechanical Engineer or General Contractor regarding construction related issues that pertaining to noise mitigation or noise and vibration issues that could negatively impact the established acoustical design criteria.

Fee Breakdown by Scope Category:

Proposed Design Recommendations and Initial Meeting	\$ 3,480.00
In-situ measurements of existing similar structure**	\$ 2,900.00
FEA Review, Analysis, Study and Post FEA Meeting	\$ 9,400.00
Review and Acoustical Analysis with Recommendations	\$ 12,640.00
Total for Acoustical Design Services	\$ 28,420.00

** In-situ modal testing required only if slab natural frequency, parameters, acceleration and predictions cannot be provided by structural

Construction Contract Administration"

CCA Site Visits & Reports	\$ 11,250.00
Additional Expenses (allowance)	\$ 4,000.00

Total Compensation: \$ 43,670.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES COMMITTEE

Report No.: III-E-3

Date: June 15, 2010

Subject: Norco Secondary Effects

Background: On May 19, 2009, the Board of Trustees approved \$1.1 million using District Measure C funds for the planning and design of the Secondary Effects project located at the Norco College. The college's plan will repurpose and rehabilitate 31,000 square feet of space which will provide for: a new Biology Lab, a new Chemistry Lab, a remodeled Physics Lab, a remodeled Chemistry Lab, a new Digital Art Lab and Art Gallery, a new Learning Center including Integrated Instructional Support Labs, remodeled office spaces, an expanded College Police office, an enlarged Assessment Center, and an enlarged Admissions and Records services area. Also approved by the Board of Trustees on May 19, 2009 was an agreement with Hill Partnership, Inc. (HPI) to provide design and engineering services for the project in the amount of \$807,752.

Staff now requests approval of Amendment No. 1 with HPI in the amount of \$144,671.60 for scope revisions for the Secondary Effects project. The changes requested by the College include revisions to architectural, structural, mechanical and electrical engineering, and lab design. The amendment is attached for the Board's review and consideration. The HPI agreement, including this amendment and reimbursable expenses, totals \$952,423.60.

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

Recommended Action: It is recommended that the Board of Trustees approve Amendment No. 1 with Hill Partnership, Inc., in an amount not to exceed \$144,671.60 for scope revisions within the Secondary Effects project located at the Norco College; and authorize the Vice Chancellor, Administration and Finance to sign the amendment.

Gregory W. Gray
Chancellor

Prepared by: Brenda Davis
President, Norco College

Curt Mitchell
Vice President, Business Services
Norco College

Orin L. William, Associate Vice Chancellor
Facilities Planning, Design and Construction

FIRST AMENDMENT TO AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
HILL PARTNERHSIP, INC.
(Norco Secondary Effects Project)

This document amends the original agreement between the Riverside Community College District on behalf of the Norco College, and Hill Partnership, Inc., which was approved by the Board of Trustees on May 19, 2009.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$144,671.60, including reimbursable expenses. The term of this agreement shall be from the original agreement date of May 20, 2009, to the extended estimated completion date of April 30, 2011. Payments and final payment shall coincide with the 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 Amendment No. 1 as of the date written below.

HILL PARTNERSHIP, INC.

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____

Lawrence A. Frapwell
President
115 Twenty-Second St.
Newport Beach, CA 92663

By: _____

James L. Buisse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Project: Secondary Effects at Norco College

SCOPE REVISIONS

As requested by the College provide architectural, structural, mechanical and electrical engineering and lab design services for the following additional scope of work:

- Conversion of existing classroom / office space on second floor of Building B (Rm 201 - northwest corner) to a suite of faculty offices. Work shall be generally consistent with the approved Schematic Design documents dated September 17, 2009.
- Conversion of an existing Microbiology Lab on the second floor of Building B (Rms 209 & 208 - southeast corner) to a new / additional Anatomy Lab including improvements to the adjoining Prep Room.
- See Attachment "A" for graphic representation of revised scope of work.

IT / OUTSIDE PLANT IMPROVEMENTS

As requested by the College / District provide architectural, IT, mechanical and electrical engineering design services for the following additional scope of work:

- See attached scope of work (Attachment "B") provided by ITS dated 2/8/10.

SITE RELATED ACCESS IMPROVEMENTS

Provide Architectural and Civil Engineering services as necessary to correct accessibility deficiencies in the path of travel related to the secondary effects projects. The extent of services require will ultimately be determined based on the results of the site survey presently being prepared at the District's direction by Hall and Foreman under separate contract.

For purposes of this proposal the following areas / items are assumed to be addressed:

- Replacement of existing non-compliant curb ramps
- Corrections to non-compliant vehicular drop-off area
- Correction of cross slope deficiencies in multiple locations along the path of travel
- Addition of ramps (and stairs if determined desirable) to correct deficiencies at the east entry to the Student Services Building (Building A)
- Replace non-compliant handrails and guardrails at all stairs and ramps along the path of travel
- Provide code compliant access signage along the path of travel
- Miscellaneous minor corrections such as grinding and or replacement pf portions of the sidewalks along the path of travel due to settlement
- Provision of contrasting striping at exterior stairs and similar related items.

Exhibit I (continued)

REPLACE COMPRESSED AIR AND VACUUM SYSTEMS

Provide Architectural and MEP Engineering services as required for removal and replacement of the non-operational air and vacuum systems located in Building "C" including additional fan coil units and electrical modifications to support new equipment.

OTHER CONDITIONS OF SERVICE

All conditions of the original agreement shall apply to the provision of the above reference services.

COMPENSATION

SCOPE REVISIONS

HPI proposes to provide the services outlined above on a fixed fee basis of Forty Five Thousand Sixty Dollars and Zero Cents (\$45,060.00) as outlined below:

Architectural Services (HPI)		\$ 18,000.00
Lab Consulting (DES)	\$ 8,000.00x 1.1	\$ 8,800.00
MEP Engineering (JBA Consulting)	\$ 16,600.00x 1.1	<u>\$ 18,260.00</u>
	Sub-Total	\$ 45,060.00

IT/ OUTSIDE PLANT IMPROVEMENTS

HPI proposes to provide the services outlined above on a fixed fee basis of Fifty Five Thousand Five Hundred Sixty One Dollars and Sixty Cents (\$55,561.60) as outlined below:

Architectural Services (HPI)		\$ 6,000.00
IT Consulting (ITS)	\$ 37,556.00x 1.1	\$ 41,311.60
MEP Engineering (JBA Consulting)	\$ 7,500.00x 1.1	<u>\$ 8,250.00</u>
	Sub-Total	\$ 55,561.60

SITE RELATED ACCESS IMPROVEMENTS

HPI proposes to provide the services outlined above on a time and materials basis of Thirty Five Thousand Eight Hundred Dollars and Zero Cents (\$35,800.00) as outlined below:

Architectural Services (HPI)		\$ 16,000.00
Civil Engineering (Hall and Foreman)	\$ 18,000.00x 1.1	<u>\$ 19,800.00</u>
	Sub-Total	\$ 35,800.00

REPLACE COMPRESSED AIR AND VACUUM SYSTEMS

HPI proposes to provide the services outlined above on a fixed fee basis of Eight Thousands Two Hundred Fifty Dollars and Zero cents (\$8,250) as outlined below:

MEP Engineering (JBA Consulting)	\$ 7,500x 1.1	<u>\$ 8,250.00</u>
	Sub-Total	\$ 8,250.00

Total Additional Services for Amendment No. 1: \$144,671.60

ATTACHMENT "A"

The diagrams indicate the spaces to be renovated and remodeled in orange, the potential classrooms to be converted to chemistry and biology lab in blue and the spaces to be considered for HVAC system and Accessibility upgrade in green.

LEGEND



Spaces included in original contract.



Space added to scope of work, not included in original contract.

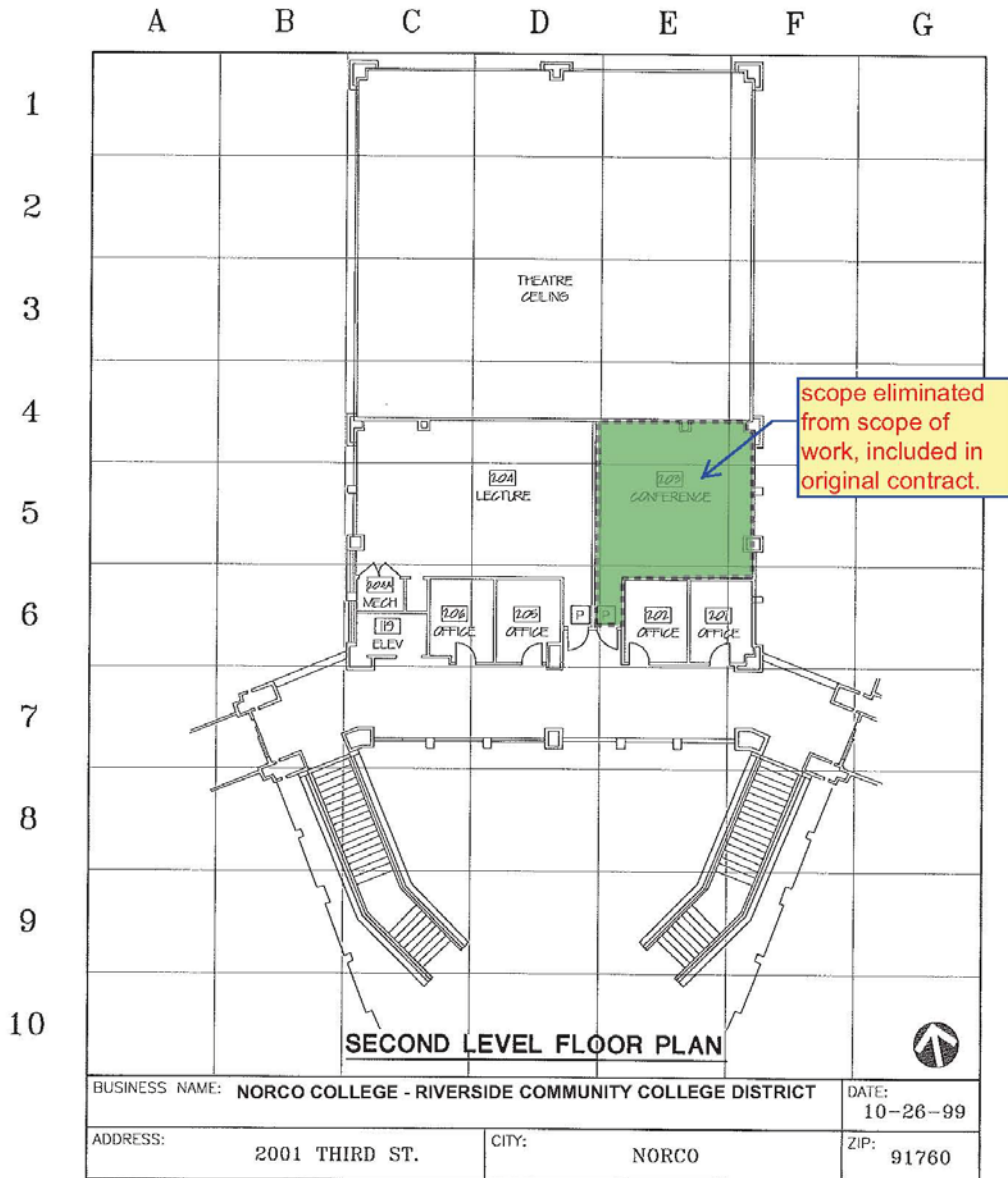


Space eliminated from scope of work, included in original contract.

DIAGRAM "A" NORCO COLLEGE RIVERSIDE COMMUNITY COLLEGE DISTRICT

MAP ____ OF ____

(You may photocopy this map if necessary)



SHEET 2 of 2

BUILDING C
SECOND FLOOR
THEATRE

DIAGRAM "B"

NORCO COLLEGE

RIVERSIDE COMMUNITY COLLEGE DISTRICT

MAP _____ OF _____

(You may photocopy this map if necessary)

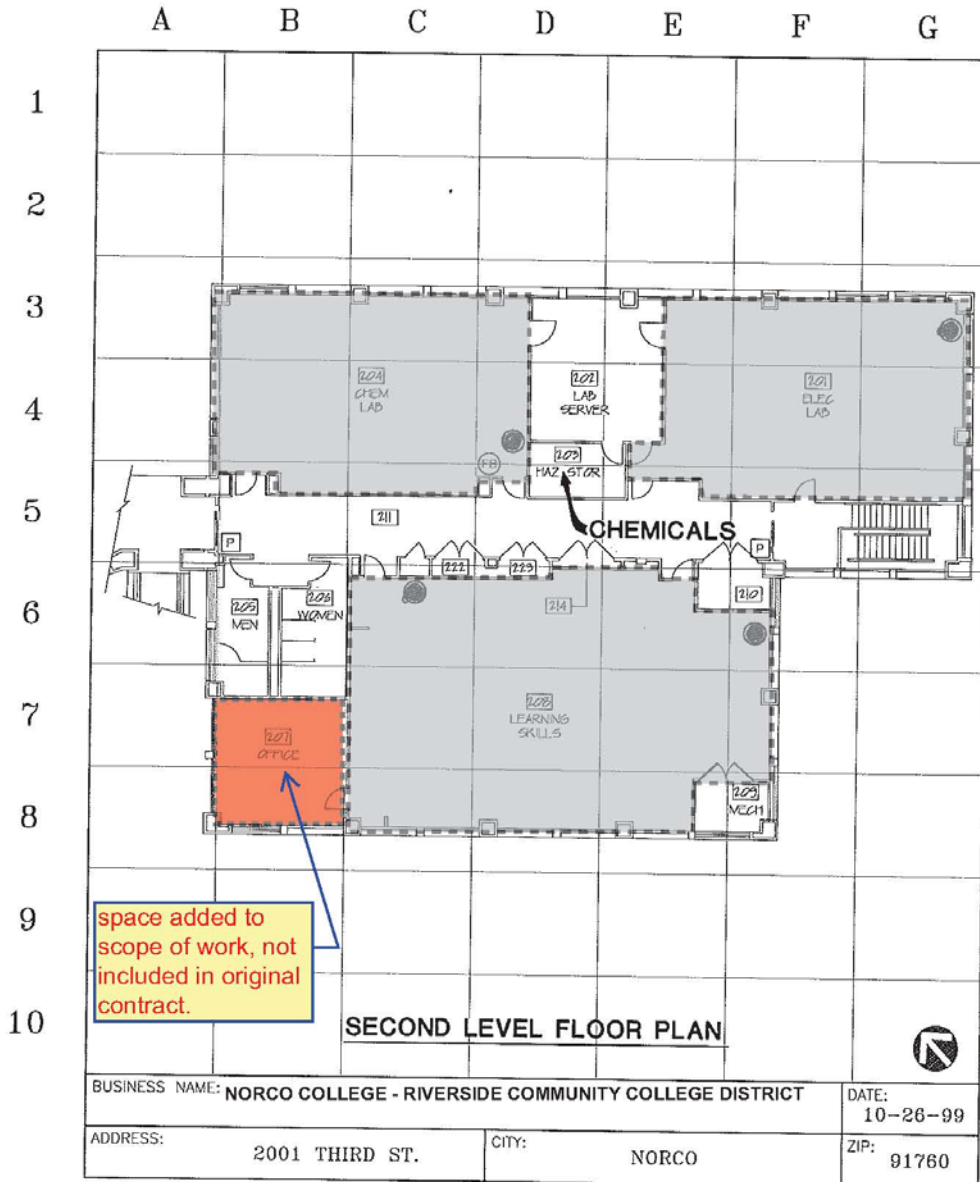


DIAGRAM "C"

NORCO COLLEGE

RIVERSIDE COMMUNITY COLLEGE DISTRICT

(You may photocopy this map if necessary)



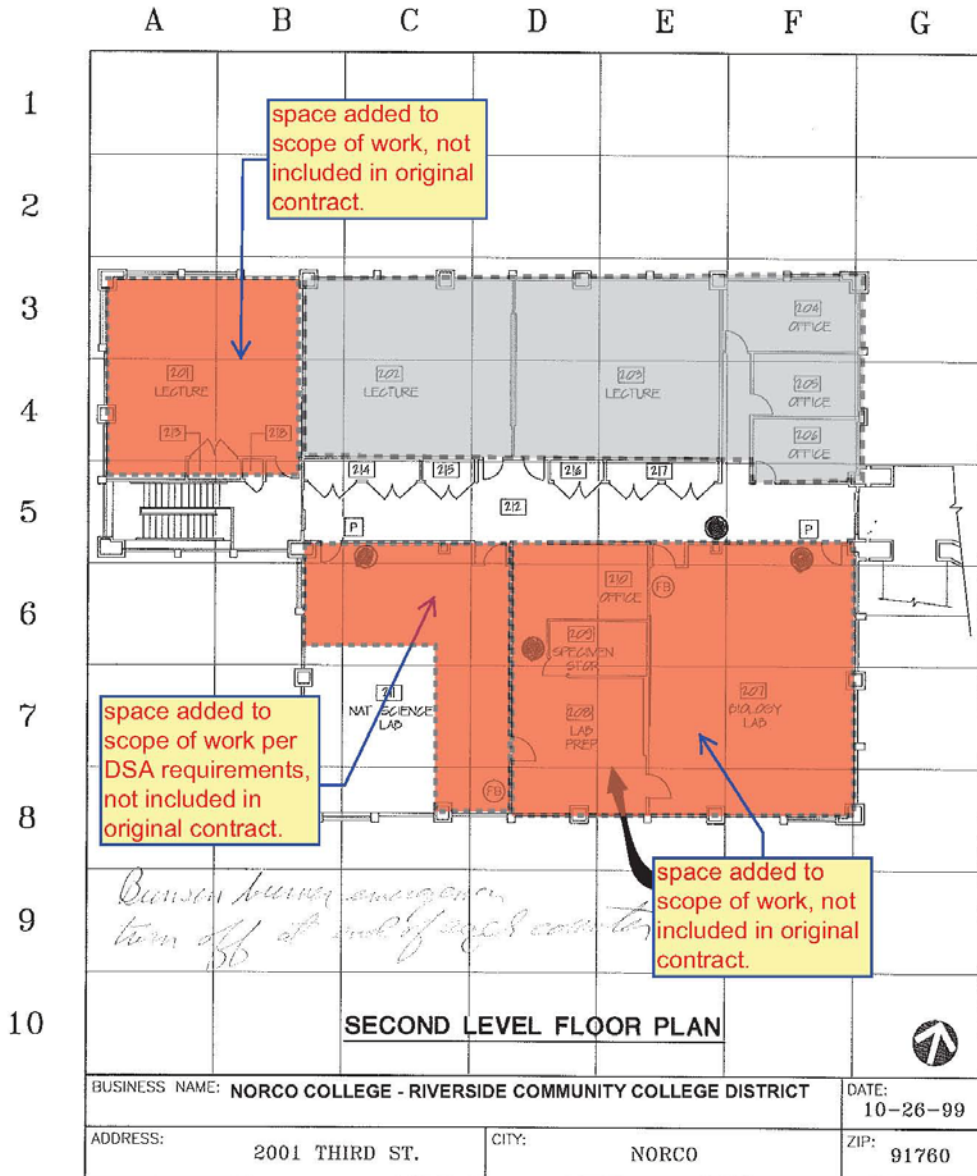
BUSINESS NAME: NORCO COLLEGE - RIVERSIDE COMMUNITY COLLEGE DISTRICT			DATE: 10-26-99
ADDRESS:	2001 THIRD ST.	CITY:	NORCO
		ZIP:	91760

SHEET 1 of 2

BUILDING B FIRST FLOOR SCIENCE and TECHNOLOGY
--

DIAGRAM "D" NORCO COLLEGE RIVERSIDE COMMUNITY COLLEGE DISTRICT

(You may photocopy this map if necessary)



SHEET 2 of 2

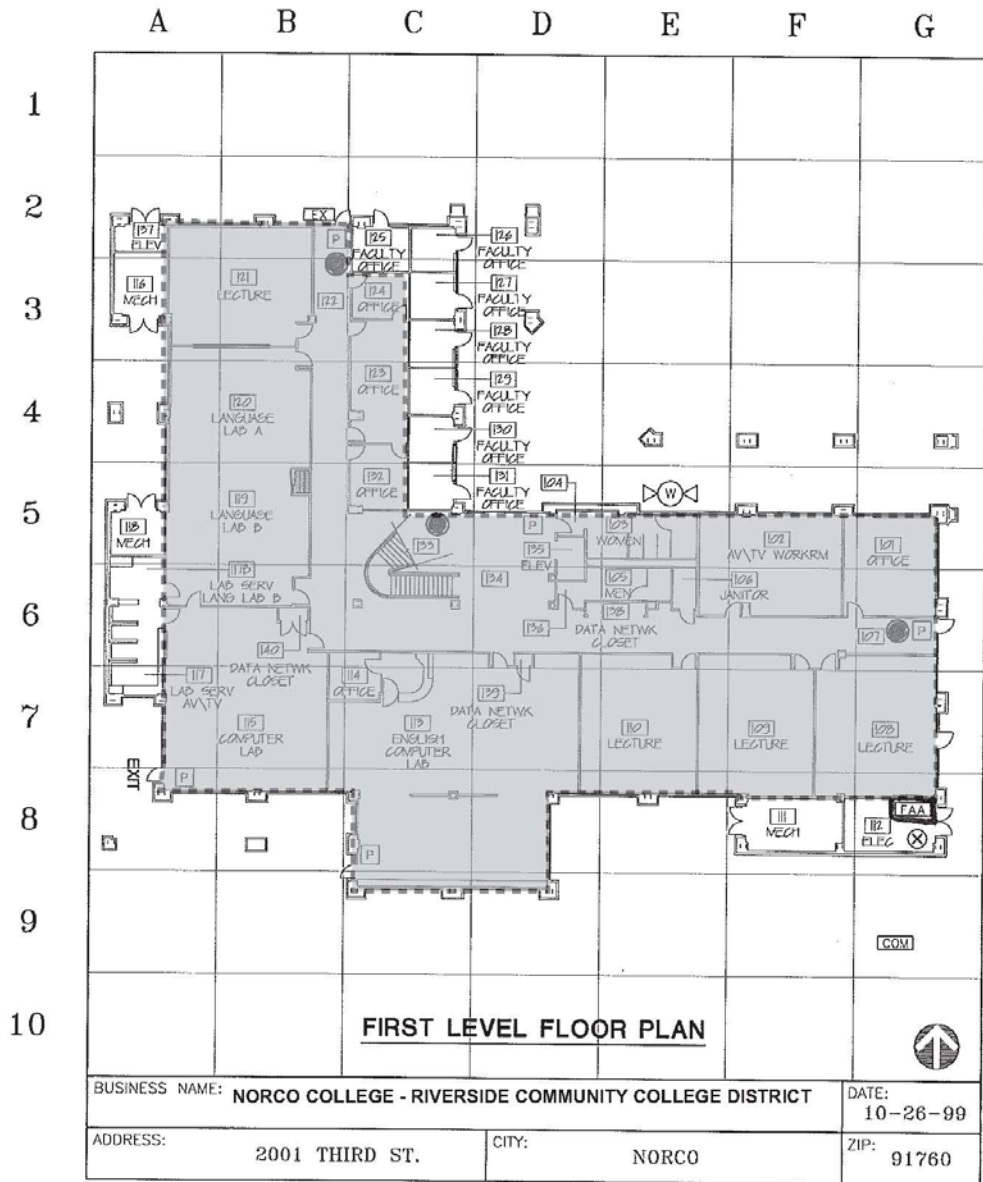
BUILDING B
SECOND FLOOR
SCIENCE and TECHNOLOGY

DIAGRAM "E"

NORCO COLLEGE

RIVERSIDE COMMUNITY COLLEGE DISTRICT

(You may photocopy this map if necessary)



SHEET 1 of 3

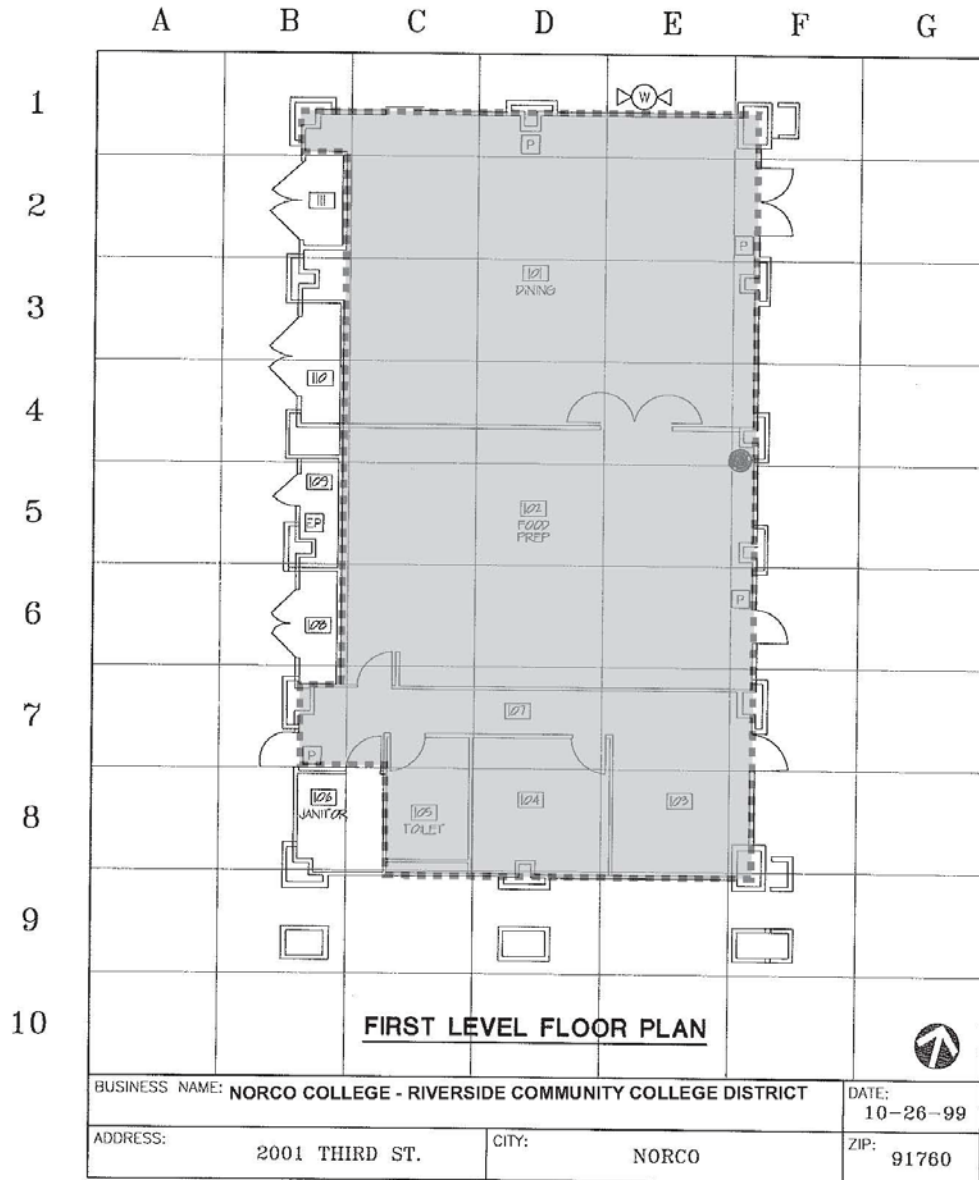
BUILDING G
FIRST FLOOR
WILFRED J. AIREY LIBRARY

DIAGRAM "F"

NORCO COLLEGE

RIVERSIDE COMMUNITY COLLEGE DISTRICT

(You may photocopy this map if necessary)



SHEET 1 of 1

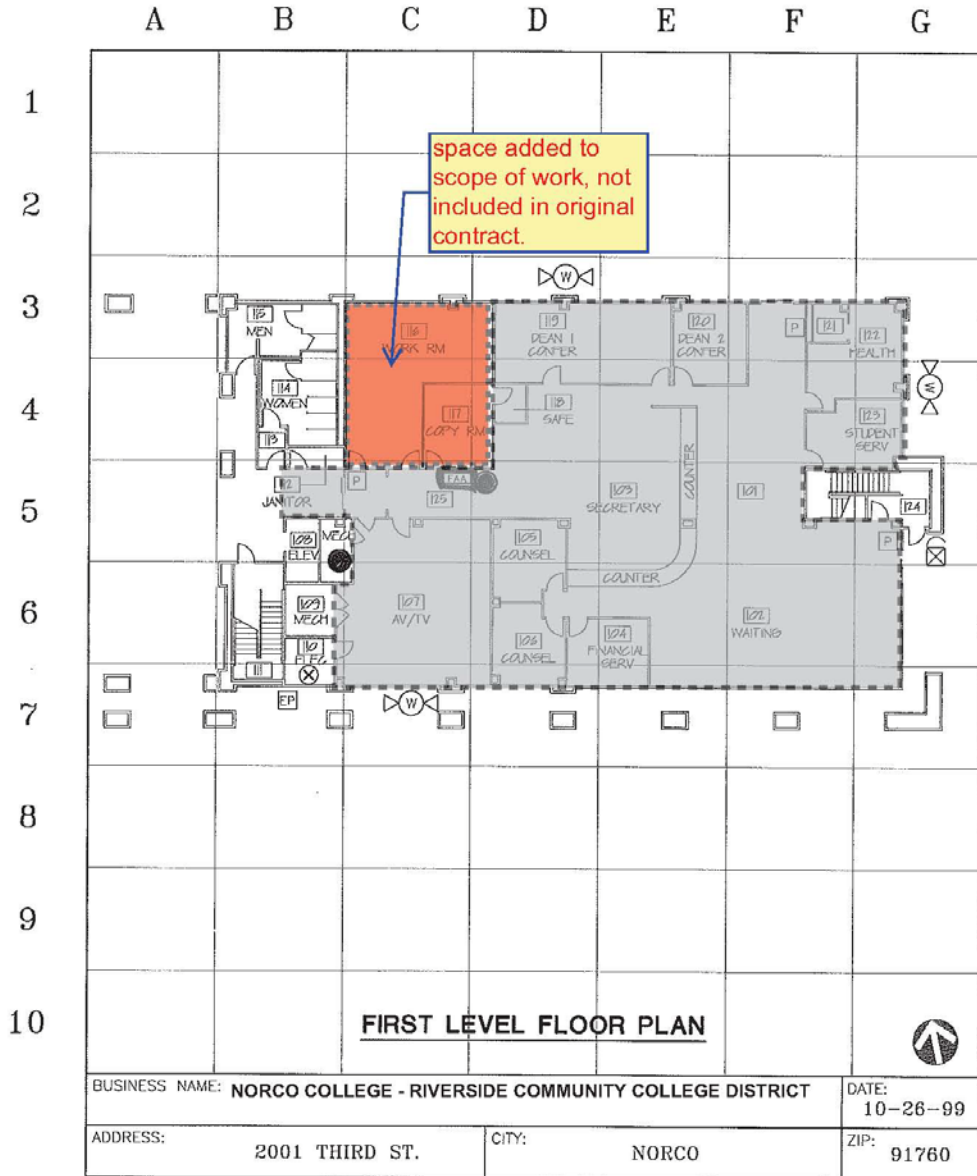
BUILDING E
<u>FIRST FLOOR</u>
TIGERS' DEN

DIAGRAM "G"

NORCO COLLEGE

RIVERSIDE COMMUNITY COLLEGE DISTRICT

(You may photocopy this map if necessary)



SHEET 1 of 2

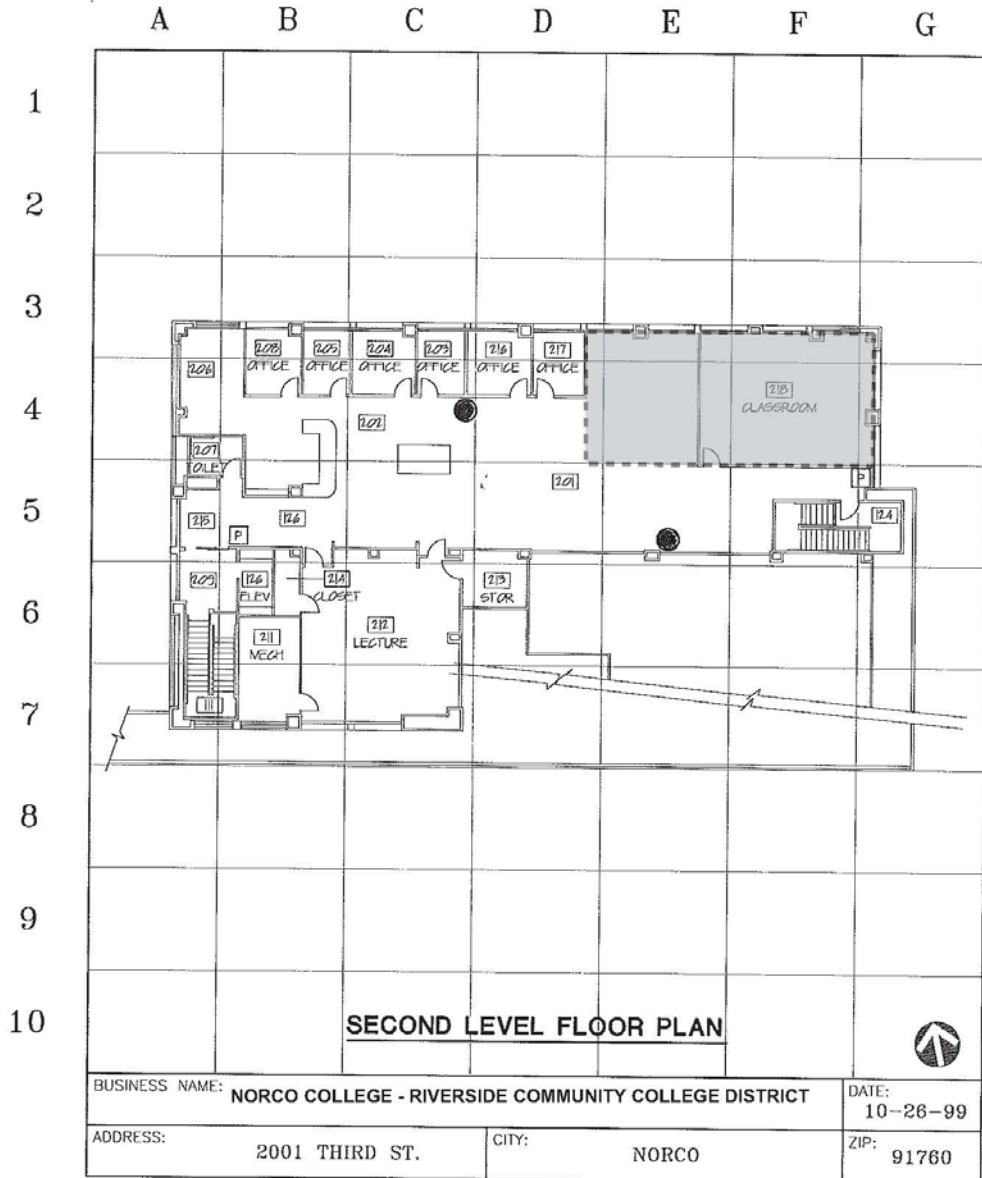
BUILDING A
 FIRST FLOOR
 STUDENT SERVICES

DIAGRAM "H"

NORCO COLLEGE

RIVERSIDE COMMUNITY COLLEGE DISTRICT

(You may photocopy this map if necessary)



SHEET 2 of 2

BUILDING A SECOND FLOOR STUDENT SERVICES

ATTACHMENT "B"



Information Technology Solutions, LLC
760-369-8418
Network, AV, ESS, BAS
Specialists



Monday, February 08, 2010
Page 1 of 2

ADDITIONAL SERVICES PROPOSAL

Through several recent client meetings the following items have been requested by Riverside Community College to be added into the plan sets supporting Information Technology and Audio Visual Systems.

DESCRIPTIONS

1. Outside Plant Campus Cabling Infrastructure

1. Coaxial- Design new coaxial backbone cabling system from the campus point of connection to each of the SE buildings.
2. Fiber Optic Cabling System-Design new FO backbone system for all 5 buildings.
3. OSP Shielded Copper Exchange Cable.
4. Items 2 and 3 are complicated by the need to activate service via the current point of service location, the swing space location, as well as have consideration in the design to transition these services and systems to the new NOC location when constructed.
5. *Current Budget Projection for this work: \$389,855.00*
 1. *Construction Documents: \$18,234.00 (Soft Costs)*

2. Swing Space

1. Provide support services in the planning and relocation of the Network Operations Center from the Humanities 2nd Floor, to a temporary location currently planned for (2) Telecommunication Rooms of the Industrial Technology Building and also the 1st floor of the Humanities Building.
2. *Current Budget Projection for this work: \$\$ must be absorbed into existing budget. Estimated site prep costs are unknown at this time.*
 1. *Soft Costs: \$1,500.00*

3. Replacing Emergency Phone(s)

1. Replace current blue phones.
2. *Current Budget Projection for this work: Must be absorbed within current allocations for either premise cabling (Group I) or IT Equipment (Group II).*
 1. *Construction Documents: No Charge*

4. Develop Group II AV Bid Package, and support for development of IS Group II requirements to be done by RCC IS staff in-house.

1. *Current Budget Projection for this work:*
 1. *Audio Visual Grp II: \$775,502.00*



Information Technology Solutions, LLC
760-369-8418
Network, AV, ESS, BAS
Specialists



1. *Construction Documents: \$14,322.00 (Soft Costs)*
2. *Network Systems Grp II: \$1,174,000.00*
 1. *Requirements Development/Support: \$3,500.00 (Soft Costs)*

5. Additional Premise Cabling

1. IT premise cabling (workstation) outside the project area is to be replaced and ran to the new Telecommunications Room. This requires research of old plan sets for pathway and location information, field verification and incorporation into the plan set.
2. *Current Budget Projection for this work: Must be absorbed within current allocations for premise cabling under Group I.*
 1. *Field Work/Construction Documents: No Charge*

6. Outdoor Display

1. An outdoor display outside of the Art Gallery has been requested to promote the activities of the Gallery, and double as digital signage.
2. *Current Budget Projection for this work: Part of line #6 under Group I, and line #2 under Group II.*
 1. *Construction Documents: No Charge*

7. Additional AV Projectors and Screens

1. Additional projectors and screens are recommended for locations that fall outside the manufactures recommended viewing angles. See ITS developed diagrams on viewing angles for all affected rooms.
2. *Current Budget Projection for this work: Must be absorbed within current allocations for AV.*
 1. *Construction Documents: No Charge*

Total of Additional Services: \$37,556.00

END

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES COMMITTEE

Report No.: III-E-4

Date: June 15, 2009

Subject: Norco Operations Center

Background: On December 15, 2009, the Board of Trustees approved the scope design of the Operations Center at the Norco College, a tentative project budget of \$16,834,625 using District Measure “C” funds, approved the project being delivered using Construction Management Multiple Prime contracting, and approved an agreement with Tilden Coil Constructors, Inc. (TCC) to provide construction management services in an amount not to exceed \$1,550,013.

Staff now requests approval of an amendment with Tilden Coil Constructors, Inc. for Building Information Modeling (BIM) coordination services for the Operations Center at the Norco College in an amount not to exceed \$28,152. BIM coordination services include utilizing the architectural, structural and mechanical/electrical/plumbing Revit Models (created by the design team) to create fabrication models for the HVAC, plumbing, electrical and fire protection trades. TCC will also perform clash detection and resolutions between trades. Upon completion TCC will produce coordinated shop drawings with the prime contractors. The benefits of performing BIM services creates a more efficient set of coordinated documents prior to going to bid, which can lower error and omission change order percentages and scheduling efficiencies. Attached is the amendment for the Board’s review and consideration. The agreement with Tilden Coil Constructors, Inc., including this amendment and reimbursable expenses, totals \$1,578,165.

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

Recommended Action: It is recommended the Board of Trustees approve Amendment No. 1 with Tilden Coil Constructors, Inc. in an amount not to exceed \$28,152 for Building Information Modeling coordination services; and authorize the Vice Chancellor, Administration and Finance, to sign the amendment.

Gregory W. Gray
Chancellor

Prepared by: Brenda Davis
President, Norco College

Curt Mitchell
Vice President, Business Services, Norco College

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

FIRST (1) AMENDMENT TO AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
TILDEN COIL CONSTRUCTORS, INC.
(Operations Center at Norco College)

This document amends the original agreement between the Riverside Community College District and Tilden Coil Constructors, Inc., which was approved by the Board of Trustees on December 15, 2009.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$28,152, including reimbursable expenses. The term of this agreement shall be from the original agreement date of December 16, 2009. Payments and final payment shall coincide with the original construction management 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 Amendment No. 1 as of the date written below.

TILDEN COIL CONSTRUCTORS, INC.

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____

Brian Jaramillo
President
3612 Mission Inn Ave.
Riverside, CA 92501

By: _____

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Project: Operations Center
 Norco College

SCOPE OF WORK:

Tilden Coil Constructions, Inc. (TCC) will provide BIM coordination services for the Operations Center project at the Norco College. TCC will utilize the architectural, structural and mechanical/electrical/plumbing revit models (created by the design team) to create fabrication models for the HVAC, plumbing, electrical and fire protection trades. TCC will also perform clash detection and resolutions between trades. Upon completion TCC will produce coordinated shop drawings with the prime contractors.

The benefits of performing BIM services creates a more efficient set of coordinated documents prior to going to bid, which can lower error and omission change order percentages and scheduling efficiencies.

Below are the estimated man hours to complete the scope of work identified above. Utilizing the hourly rate of \$138.00 and a total of 204 man hours, TCC proposes a fixed fee of \$28,152 to perform the BIM coordination services. The detailed hours are as follows:

<i>BIM Fabrication Models</i>	<i>3D Model Hours</i>	<i>Shop Drawing Hours</i>
HVAC	38	12
Plumbing	38	12
Electrical	30	12
Fire Protection	34	12
Coordination Meetings	16	
TOTAL:	156	48

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES COMMITTEE

Report No.: III-E-5

Date: June 15, 2010

Subject: Wheelock Gymnasium, Seismic Retrofit

Background: On December 9, 2008, the Board of Trustees approved an agreement with GKK Works (GKK) in the amount of \$1,360,000 to provide design services for the development of design, working drawings, specifications, and a project cost estimate for the Wheelock Gymnasium, Seismic Retrofit (P.E. Complex – Phase II) project located at the Riverside City College. On June 16, 2009, staff presented to the Board of Trustees the project design for consideration which approved a tentative budget for the Wheelock Gymnasium, Seismic Retrofit project in the amount of \$18,411,120. On November 17, 2009, the Board of Trustees approved Amendment No. 1 with GKK for design services of an added automatic fire sprinkler system in an amount not to exceed \$24,700, totaling GKK's agreement to \$1,384,700.

Staff now requests approval of Amendment No. 2 with GKK in the amount of \$55,152 for design and engineering of a security system for the Wheelock Gymnasium, Seismic Retrofit project. The services include security consulting, architectural, and electrical engineering services to design and prepare security plans and specifications for the project. The amendment is attached for the Board's review and consideration. The GKK Works agreement, including all amendments and reimbursable expenses, totals \$1,439,852.

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

Recommended Action: It is recommended that the Board of Trustees approve Amendment No. 2 with GKK Works in an amount not to exceed \$55,152 for design and engineering of a security system for the Wheelock Gymnasium, Seismic Retrofit project located at the Riverside City College; and authorize the Vice Chancellor, Administration and Finance to sign the amendment.

Gregory W. Gray
Chancellor

Prepared by: Jan Muto, President
Riverside City College

Norm Godin, Vice President, Business Services
Riverside College

Orin L. William, Associate Vice Chancellor
Facilities Planning, Design and Construction

Michael J. Stephens, Capital Program Administrator
Facilities Planning, Design and Construction

SECOND (2) AMENDMENT TO AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
GKK WORKS
(Wheelock Gymnasium, Seismic Retrofit at Riverside City College)

This document amends the original agreement and Amendment No. 1, between the Riverside Community College District and GKK Works, which was approved by the Board of Trustees on December 9, 2008 and November 17, 2009.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$55,152, including reimbursable expenses. The term of this agreement shall be from the original agreement date of December 9, 2008, to the estimated completion date of April 1, 2011. Payments and final payment shall coincide with the 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 Amendment No. 2 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

PROFESSIONAL SUPPLEMENTAL SERVICES FOR DESIGN AND ENGINEERING OF SECURITY SYSTEM

SUMMARY OF SERVICES:

Provide Security Consulting Services, Architectural, and Electrical Engineering services to design and prepare security plans and specifications for the Wheelock Gymnasium, Seismic Retrofit project located at the Riverside City College.

1. Design Phase:
 - A. Participate in one (1) meeting with District and RCCD Police to discuss the requirements and applications of the security systems likely to be deployed.
 - B. Provide recommendations of security systems for this project, for the District's review and acceptance.
 - C. Prepare a basis-of-design document including the security system conceptual design elements.
 - D. Provide an estimated budget based on the number of locations and devices included in the design for District review.
 - E. Provide Design Development level door and hardware schedule for District review.
 - F. Provide Electronic Security Systems Riser Diagram.
 - G. Provide Site and Floor plan indicating device locations.
 - H. Provide Technology Space Layouts for equipment racks.
 - I. Provide Design Development level Specifications for District review.

2. Construction Document Phase:
 - A. Participate in two (2) meetings with District to finalize requirements for Security System.
 - B. Provide Door and Hardware Schedule with sequence of operation.
 - C. Finalize Security plans for the project site and each floor level.
 - D. Coordination and review of security related items with Architectural, Mechanical, electrical, and IT systems.
 - E. Prepare Final Construction Specifications.

3. CONSTRUCTION PHASE Support Services including:
 - A. Assisting with identification of qualified bidders for the security portion, as the installers must be certified by the manufacturers of the systems that RCCD has selected.
 - B. Respond to security related RFIs.
 - C. Review security related submittals.
 - D. Review of the record Drawing documentation and testing sheets prior to final testing.
 - E. Participation in final testing and creating of the security related punch list.

- F. Verify completion of the punch list items.
- G. Coordination with RCCD administration and the installation contractor regarding end-user training, database updates, and related items.
- H. Coordination with RCCD Police Department for planning and the addition of the monitoring of these points.
- I. Coordination with District's Information Services department regarding the activation of the connections for the equipment to the RCCD network.

4. COMPENSATION

Original Agreement		\$1,360,000.00
Amendment No. 1		\$24,700.00
Amendment No. 2		\$55,152.00
<i>Security Consultant</i>	<i>\$45,000.00</i>	
<i>Electrical Engineering</i>	<i>\$2,900.00</i>	
<i>Architectural</i>	<i>\$6,452.00</i>	
<i>Reimbursable Expenses</i>	<i>\$800.00</i>	
Total Agreement Amount:		\$1,439,852.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES COMMITTEE

Report No.: III-E-6

Date: June 15, 2010

Subject: Recommended Firms for Construction Management Services

Background: On December 15, 2009, the Riverside Community College District (District) advertised a Request for Qualifications (RFQ's) for construction management services to assist the District in managing and executing future construction projects. Twenty-three (23) responses were submitted by various companies on January 19, 2010. On March 16, 2010, the Board of Trustees was presented with the construction management firms who were recommended to be interviewed on April 12, 2010 and April 13, 2010.

Staff has now concluded the interview process and presents to the Board of Trustees five (5) construction management firms who have been selected. The construction management firms selected below will supersede the prior list and remain in effect for three years, or until the Board of Trustees sees fit to solicit new construction management firms. The firms selected are recommended for future project assignments on an individual, as needed bases. Individual agreements will be brought forward for Board of Trustees approval prior to commencement of work on District projects.

<u>Firm</u>	<u>Location</u>
Barnhart, Inc.	Riverside
Bernards Builders Management Services	Ontario
C.W. Driver	Ontario
Rudolph and Sletten, Inc.	Irvine
Tilden Coil Constructors, Inc.	Riverside

Recommended Action: It is recommended that the Board of Trustees approve Construction Management Firms: Barnhart, Inc., Bernards Builders Management Services, C.W. Driver, Rudolph and Sletten, Inc., and Tilden Coil Constructors, Inc. for future District project assignments on an individual, as needed basis; approve the five (5) firms to supersede the prior list and to remain in effect for three years or until the Board of Trustees sees fit to solicit new Construction Management Firms.

Gregory W. Gray
Chancellor

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

Michael J. Stephens
Capital Program Administrator, Facilities Planning, Design and Construction

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S REPORT

Report No.: IV

Date: June 1, 2010

Subject: Other Business

A. Consent Items

1. Academic Management Appointment

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Terms and Conditions</u>
Tom K. Harris, Jr.	Acting President, Riverside City College	06/07/10	Contract

2. Paid Leave

It is recommended that the Board of Trustees approve paid leave for Jan Muto, effective June 1, 2010 through January 14, 2011.

3. Emeritus Awards

It is recommended that the Board of Trustees award the title of Emeritus to the following faculty members in recognition for many years of outstanding service at Riverside Community College District, effective the date of their retirement.

<u>Name</u>	<u>Effective Date</u>
NORCO COLLEGE	
Hill, Jimmie	06/11/2010
Morrison, James	06/10/2010
Salcedo, Fernando	12/31/2010
RIVERSIDE CITY COLLEGE	
Colapinto, Eileen	06/11/2010
Dassow, Arthur	12/18/2010
Gillins, Sharon	12/31/2010
Jiang, George	12/31/2010
LaCava, Wilma	12/31/2010
Lyons, Ann Marie	06/30/2010
Lange, Mary	12/18/2010
Meyer, Michael	12/31/2010
Rowe, Phyllis	12/31/2010
Ryder, Mary	06/11/2010
Stonebreaker, Linda	12/31/2010
Titus, Patrick	06/11/2010

Gregory W. Gray
Chancellor

Prepared by: Gregory W. Gray, Chancellor

Melissa Kane, Vice Chancellor, Diversity and Human Resources