

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
May 4, 2010 – 6:00 p.m. – Student Services Room 101
Moreno Valley 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. Reorganization Update
 - Committee to receive an information update by the Chancellor.

Information Only
 - 2. Update on Measure C
 - Committee to receive an oral update by the Chancellor regarding Measure C strategies.

Information Only

- B. Teaching and Learning Committee
1. Cooperative Work Experience Education Plan
 - Committee to discuss the plan for submittal to the California Community College Chancellor's office.

Recommended Action: To be Determined
- C. Resources Committee
1. Joint Use Agreement – Evans Sports Complex
 - Committee to review a facilities joint use agreement.

Recommended Action: To be Determined
 2. Resource 1000 Budget Projection for the 3xxx Series of Object Codes
 - Staff to discuss the cost of employee benefits.

Information Only
 3. Web-Based Interface to Riverside Community College District's Datatel Administrative System
 - Staff to discuss the District's deployment of Web Advisor.

Information Only
 4. 2009-2010 – Tax and Revenue Anticipation Note (TRAN) Update
 - Staff to discuss the District's supplemental 2009-2010 TRAN pricing and rating.

Information Only
 5. Grants Office Report
 - Staff to present a summary of its work and accomplishments on behalf of the District and its three colleges.

Information Only
- D. Governance Committee – None
- E. Facilities Committee
1. Capital Project Management System with Logic Domain
 - Committee to consider an amendment for ongoing support and maintenance of the District's system.

Recommended Action: To be Determined
 2. Project Labor Agreement Administration
 - Committee to consider the District's Project Labor Agreement Administration firm.

Recommended Action: To be Determined

3. Alumni House Garage Restoration
 - Committee to consider a design services agreement with Broeske Architects and Associates, Inc., for restoration of the Alumni House garage.**Recommended Action: To be Determined**

4. Moreno Valley Parking Structure and Surge Space
 - Committee to consider an amendment with LPA architects for the fire sprinkler and furniture design, and management services of Group II furnishing.**Recommended Action: To be Determined**

5. Norco Operations Center Project
 - Committee to consider an amendment with Hill Partnership, Inc. to extend site improvements for the project.**Recommended Action: To be Determined**

IV. Business From Board Members

V. Adjournment

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING AND OPERATIONS COMMITTEE

Report No.: III-A-1

DATE: May 18, 2010

Subject: Reorganization Update

Background: On March 1, 2010 the Moreno Valley and Norco campuses became independently accredited colleges and are now recognized as Moreno Valley College and Norco College, joining their sister Riverside City College. To support the transition of the District from a single college, multi-campus system to a multi-college district, the Chancellor, in consultation with the College Presidents and Vice Chancellors, has undertaken a comprehensive reorganization review at the District and college levels.

At the April 20, 2010 regular Board meeting, Chancellor Gray deferred until May the Resolution recognizing the reorganization plan of the District into a three-college system in order to allow all the constituencies of the District to meet with the Chancellor. The committee will receive an information update.

Information Only.

Gregory W. Gray
Chancellor

Prepared by: Gregory W. Gray
Chancellor

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING AND OPERATIONS COMMITTEE

Report No.: III-A-2

DATE: May 18, 2010

Subject: Update on Measure C

Background: Measure C has been in place for six years. As projects move forward it is strategically necessary to review the application of Measure C to the Colleges' plans and programs and the District's commitment to the voters. An oral update to the strategies of Measure C will be provided by the Chancellor.

Information Only.

Gregory W. Gray
Chancellor

Prepared by: Gregory W. Gray
Chancellor

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING COMMITTEE

Report No.: III-B-1

Date: May 18, 2010

Subject: Cooperative Work Experience Education Plan

Background: In May 2008, the Board of Governors made revisions to Title 5 regulations affecting Cooperative Work Experience Education (CWEE) which did not require community college districts to formally modify the CWEE district plan. New guidance from the California Community College Chancellor's office (CCCCO) is now asking districts to implement the final set of revisions to update and to receive board approval of their CWEE plan. The update to the RCCD plan includes the following revisions:

- Section 55253, College Credit and Repetition: Allow a student to take 16 units of work experience.
- Section 55254, Student Qualifications: Students no longer have to take 7 units (including CWEE) to register for work experience.
- Section 55255, Under limited circumstances, a district work experience instructor no longer has to conduct an in-person visit with student's employer.

Recommended Action: It is recommended that the Board of Trustees approve the Cooperative Work Experience Education Plan for submittal to the CCCCCO, Division of Career and Technical Education.

Gregory W. Gray
Chancellor

Prepared by: Ray Maghroori
Vice Chancellor, Academic Affairs

Ron Vito
Vice President, Career and Technical Programs

California Community College District
Cooperative Work Experience Education Plan

PART I CONTACT INFORMATION

DISTRICT/College(s) If you are a multiple college district, please indicate all colleges covered.
Individual variations with plan details should be delineated in the appropriate sections of the plan.

| | | |
|------------------------|--|--|
| Riverside City College | | |
| Moreno Valley College | | |
| Norco College | | |

Contact information for clarification any questions, such as name/contact information for person who prepared the plan, the Chief Instructional Officer, or other individual(s) designated by District. Please include Name, Title, District, Email, and Telephone

Name: Ron Vito

Title: Vice President, Career and Technical Programs

District: Riverside Community College District

Email: ron.vito@rcc.edu

Phone: (951)222-8490

California Community College District
Cooperative Work Experience Education Plan

PART II
RESPONSES TO PLAN REQUIREMENTS

This and following sections set forth a Title 5-required element, background information as appropriate, and prompts the district's required and/or optional response.

- (1) A statement that the district has officially adopted the plan, subject to approval by the State Chancellor (§55251)

Date plan approved by local board: _____ (Please also attach Board minutes or other documentation.)

Optional comments, if any, on process for Plan development (i.e., local Academic Senate review, curriculum committee deliberations, other deliberations).

- (2) Specific description of (§55251):
(a) District responsibilities (§55251):

Background: Title 5 criteria and requirements
District Services. (§55255).

(a) The district shall provide sufficient services for initiating and maintaining on-the-job learning stations, coordinating the program, and supervising students. The supervision of students shall be outlined in a learning agreement coordinated by the college district under a state-approved plan. The employer and the qualified Community College Instructor/Coordinator shall share responsibility for on-the-job supervision, which shall include but not be limited to:

- (1) Instructor/Coordinator consultation in person with employers or designated representatives to discuss students' educational growth on the job.
- (2) Written evaluation of students' progress in meeting planned on-the-job learning objectives.
- (3) Consultation with students in person to discuss students' educational growth on the job.

(b) The district shall provide the above services at least once each quarter or semester for each student enrolled in the Cooperative Work Experience Education. Qualified adjunct faculty may be hired from other institutions to develop the learning contracts and make the "in-person" consultation for a student that is out of a college's geographical region, state, or in another country. For legally indentured apprentices, the requirements of this section may be delegated to the Joint Apprenticeship Committee in order to avoid duplication of supervisory services. The responsibility for compliance with Education Code and title 5 Cooperative Work Experience Education requirements remains with the college.

(c) In certain limited situations that will be defined in guidelines issued by the Chancellor, the district may substitute approved alternatives to "in person" consultations. The guidelines will

California Community College District
Cooperative Work Experience Education Plan

specify the types of alternatives which districts may approve and the circumstances under which they may be used. In establishing and maintaining guidelines on such alternatives, the Chancellor shall consult with, and rely primarily on the advice and judgment of, the statewide Academic Senate and shall provide a reasonable opportunity for comment by other statewide and regional representative groups.

District will comply with these requirements.

(a) District responsibilities

Background: Title 5 criteria and requirements Records. (§55256).

(a) The district shall maintain records which shall include at least the following:

- (1) The type and units of Cooperative Work Experience Education in which each student is enrolled, where the student is employed, the type of job held and a statement signed and dated by an academic employee which sets forth the basis determining whether the student is qualified for Occupational or General Work Experience.
 - (2) A record of the work permit issued, if applicable, signed by the designated issuing agent.
 - (3) The employer's or designated representative's statement of student hours worked and evaluation of performance on the agreed-upon learning objectives. Work hours may be verified either by weekly or monthly time sheets or by a summary statement at the end of the enrollment period.
 - (4) New or expanded on-the-job measurable learning objectives which serve as part of the basis for determining the student's grade, signed by academic personnel, the employer or designated representative, and the student.
- (1) Instructor/Coordinator consultation in person with employers or designated representatives to discuss students' educational growth on the job.
 - (2) Written evaluation of students' progress in meeting planned on-the-job learning objectives.
 - (3) Consultation with students in person to discuss students' educational growth on the job.
- (b) Records must be maintained which are signed and dated by academic personnel documenting:
- (1) Consultation(s) in person with the employer or designated representative.
 - (2) Personal consultation(s) with the student.
 - (3) Evaluation of the student's achievement of the on-the-job learning objectives.
 - (4) The final grade.

District will comply with these requirements.

NOTE: The Chancellor's Office interprets the lack of a plural option under "type ... of Cooperative Work Experience Education..." to prohibit a student from concurrently enrolling in multiple "types" of Cooperative Work Experience Education.

California Community College District
Cooperative Work Experience Education Plan

(b) Student responsibilities (§55251):

Background: Title 5 criteria and requirements

Student Qualifications. (§55254).

In order to participate in Cooperative Work Experience Education students shall meet the following criteria:

(a) Pursue a planned program of Cooperative Work Experience Education which, in the opinion of the Instructor/Coordinator, includes new or expanded responsibilities or learning opportunities beyond those experienced during previous employment.

(b) Have on-the-job learning experiences that contribute to their occupational or education goals.

(c) Have the approval of the academic personnel.

(d) Meet the following condition if self-employed: Identify a person who is approved by academic personnel to serve as the designated employer representative. This representative shall agree in writing to accept the following employer responsibilities:

(1) Assist the student in identifying new or expanded on-the-job learning objectives.

(2) Assist in the evaluation of the student's identified on-the-job learning objectives.

(3) Validate hours worked.

Optional: Additional comments or narrative on Student responsibilities, if any.

(E) Attend Control Class (as required)

California Community College District
Cooperative Work Experience Education Plan

(c) Employer responsibilities (§55251)

Background: Title 5 criteria and requirements
Records. (§55256).

- (a) The district shall maintain records which shall include at least the following:
- (1) The type and units of Cooperative Work Experience Education in which each student is enrolled, where the student is employed, the type of job held and a statement signed and dated by an academic employee which sets forth the basis for determining whether the student is qualified for Occupational or General Work Experience.
 - (2) A record of the work permit issued, if applicable, signed by the designated issuing agent.
 - (3) The employer's or designated representative's statement of student hours worked and evaluation of performance on the agreed-upon learning objectives. Work hours may be verified either by weekly or monthly time sheets or by a summary statement at the end of the enrollment period.
 - (4) New or expanded on-the-job measurable learning objectives which serve as part of the basis for determining the student's grade, signed by academic personnel, the employer or designated representative, and the student.
- (b) Records must be maintained which are signed and dated by academic personnel documenting:
- (1) Consultation(s) in person with the employer or designated representative.
 - (2) Personal consultation(s) with the student.
 - (3) Evaluation of the student's achievement of the on-the-job learning objectives.
 - (4) The final grade.

Job Learning Stations. (§55257)

Job learning stations shall meet the following criteria:

- (a) Employers or designated representatives agree with the intent and purposes of Cooperative Work Experience Education for students and are given a copy of each student's approved on-the-job learning objectives.
- (b) Job learning stations offer a reasonable probability of continuous work experience for students during the current work experience enrollment term.
- (c) Employers or designated representatives agree to provide adequate supervision, facilities, equipment, and materials at the learning stations to achieve on-the-job learning objectives.
- (d) Employers agree to comply with all appropriate federal and state employment regulations.

District will comply with these requirements.

c) Employer responsibilities (§55251):

Background: Title 5 criteria and requirements
Consultation(s) in person with the employer. (§55255).

California Community College District
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(b) The district shall provide the above services at least once each quarter or semester for each student enrolled in the Cooperative Work Experience Education. Qualified adjunct faculty may be hired from other institutions to develop the learning contracts and make the "in-person" consultation for a student that is out of a college's geographical region, state, or in another country. For legally indentured apprentices, the requirements of this section may be delegated to the Joint Apprenticeship Committee in order to avoid duplication of supervisory services. The responsibility for compliance with Education Code and title 5 Cooperative Work Experience Education requirements remains with the college.

(c) In certain limited situations that will be defined in guidelines issued by the Chancellor, the district may substitute approved alternatives to "in person" consultations. The guidelines will specify the types of alternatives which districts may approve and the circumstances under which they may be used. In establishing and maintaining guidelines on such alternatives, the Chancellor shall consult with, and rely primarily on the advice and judgment of, the statewide Academic Senate and shall provide a reasonable opportunity for comment by other statewide and regional representative groups.

The approved guidelines issued by the Chancellor for Districts to substitute approved alternatives to "in person" consultations is attached.

District will use alternatives to "Consultation(s) in person," as described in Title §55255(c).

District will not use alternatives "Consultation(s) in person," as described in Title §55255(c).

Comments on "Consultation(s) in person," if any, including criteria and limits on alternatives to "Consultation(s) in person."

District will adhere to Title 5, California Code of Regulations, Section 55255(c).

d) Other cooperating agencies in the operation of the program, if any. (§55251)

Comments on other cooperating agencies in the operation of the program, if any.

(3) Specific description of each type of CWEE (§55251):

Types of Cooperative Work Experience Education (§55252)

Cooperative Work Experience Education is a district-initiated and district-controlled program of education consisting of the following types:

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Check all that will be offered at the district:

- (a) General Work Experience Education is supervised employment which is intended to assist students in acquiring desirable work habits, attitudes and career awareness. The work experience need not be related to the students' educational goals.
 - (b) Occupational Work Experience Education is supervised employment extending classroom based occupational learning at an on-the-job learning station relating to the students' educational or occupational goal
 - Minor Students in Work Experience All laws or rules applicable to minors in employment relationships are applicable to minor students enrolled in work-experience education courses. (§55250.2).
 - Work Experience Programs for Students with Developmental Disabilities. (§55250.4) The governing board of any community college district which establishes and supervises a work experience education program in which students with developmental disabilities are employed in part-time jobs may use funds derived from any source, to the extent permissible by appropriate law or regulation, to pay the wages of students so employed. The Board of Governors hereby finds and declares that the authority granted by the provisions of this section is necessary to ensure that the work experience education program will continue to provide a maximum educational benefit to students, particularly students with developmental disabilities, and that such program is deemed to serve a public purpose.
 - Work Experience Education Involving Apprenticiable Occupations. (§55250.5) Work-experience education involving apprenticiable occupations shall be consistent with the purposes of chapter 4 (commencing with section 3070) of division 3 of the Labor Code and with standards established by the California Apprenticeship Council.
- (4) A description of HOW the district will (§55251)
- (a) Provide guidance services (§55251):

Describe the specifics on how district will achieve this requirement.

Counseling, guidance and advisement services are provided for Work Experience students in a variety of ways. All full-time new students are required to meet with a college counselor and discuss their education plans and course of study. Since many career technical certificates recommend one semester of Work Experience, this is an integral part of the counseling session.

In addition to full-time counselors, each academic department at the college is lead by a department chair who is available for ongoing assistance to students in the coordination of

California Community College District
Cooperative Work Experience Education Plan

their programs. Through the department chair, the student may be referred directly to a Work Experience instructor for their specific assistance and information they require.

- (b) Assign a sufficient number of qualified certificated personnel to direct the program (§55251):

Describe the specifics on how district will achieve this requirement.

All General and Occupational Work Experience instructors are assigned by their division or program dean. Assignments are made on the basis of experience, expertise and interest in the Work Experience program.

The number of work experience students assigned to an instructor is determined by the needs of the program and the appropriate units required for faculty load. The Riverside Community College District agreement with the Riverside City College, Moreno Valley College and Norco College CTA/NEA, specifies the maximum number of work experience students per teaching units which may be assigned.

- a. A contract assignment involving the instruction and supervision of work experience classes shall be calculated on the basis that each block of ten (10) students supervised shall equal 0.0666 FTE (10 students = 0.0666 FTE). A work experience instructor employed on an hourly or an overtime basis shall be paid solely on a per student basis as set forth in Appendix H.
- b. An instructor may receive no more than 0.2000 FTE for Work Experience Supervision as overload on part-time hourly pay. Exceptions to be determined by the district.
- c. Regular and contract faculty members may carry as a portion of their contract load whatever FTE is agreed to by the District.

- (1) Initiate and maintain learning stations (§55251)

Background: Title 5 criteria and requirements (§55250)

Any program of Cooperative Work Experience Education conducted by the governing board of a community college district pursuant to this article and claimed for apportionment pursuant to sections 58051 and 58009.5 shall conform to a plan adopted by the district. The plan adopted by the district shall set forth a systematic design of Cooperative Work Experience Education whereby students, while enrolled in college, will gain realistic learning experiences through work. This plan shall be submitted to and approved by the Chancellor.

Work Experience Outside of District. (§55250.6).

California Community College District Cooperative Work Experience Education Plan

The governing board of any community college district may provide for the establishment and supervision of work experience education programs providing part-time jobs for students in areas outside the district

Wages and Workers' Compensation. (§55250.7).

The governing board of any community college district providing work-experience and work-study education may provide for employment under such program of students in part-time jobs by any public or private employer. Such districts may pay wages to persons receiving such training, except that no payments may be to or for private employers. Districts may provide workers' compensation insurance for students in work experience as may be necessary.

Job Learning Stations. (§55257)

Job learning stations shall meet the following criteria:

- (a) Employers or designated representatives agree with the intent and purposes of Cooperative Work Experience Education for students and are given a copy of each student's approved on-the-job learning objectives.
 - (b) Job learning stations offer a reasonable probability of continuous work experience for students during the current work experience enrollment term.
 - (c) Employers or designated representatives agree to provide adequate supervision, facilities, equipment, and materials at the learning stations to achieve on-the-job learning objectives.
 - (d) Employers agree to comply with all appropriate federal and state employment regulations.
- Describe the specifics on how district will achieve this requirement.

Job learning stations shall meet the following criteria:

- A. Employers or designated representatives agree with the intent and purposes of Cooperative Work Experience Education for students and are given a copy of each student's approved on-the-job learning objectives.
- B. Job learning stations offer reasonable probability of continuous work experience for students during the current work experience enrollment term.
- C. Employers or designated representatives agree to provide adequate supervision, facilities, equipment, and materials at the learning stations to achieve on-the-job learning objectives.
- D. Employers, as required by law, agree to comply with all appropriate federal and state employment regulations.

- (2) Coordinate the program and supervise students (§55251)

California Community College District Cooperative Work Experience Education Plan

Describe the specifics on how district will achieve this requirement.

The Associate Vice Chancellor of Career and Technical Education in conjunction with College CTE Deans, along with Work Experience faculty, will maintain and promote the program in the following manner:

- A. Develop contacts with business, industry, and governmental agencies for potential training stations.
- B. Maintain good public relations through the media and by speaking to civic, educational, governmental and service organizations.
- C. Work closely with the college counseling/career center/placement staff.
- D. Handle student instructor appeals related to Cooperative Work Experience Education.
- E. Work with advisory committees.
- F. Maintain liaison with high schools so they will be aware of the Cooperative Work Experience Program.
- G. Evaluate the Cooperative Work Experience Program from the standpoint of staff preparation, training, performance, and morale; administrative and faculty support; effectiveness of the instructor services; and adequacy of physical personnel facilities. (
- H. If needed, instructors will be assisted in fulfilling the following responsibilities:
 - 1. Solicit jobs that best suit the needs and qualifications of the students.
 - 2. Serve as liaison between the college, students, and employers.
 - 3. Assist students in developing meaningful and measurable learning objectives.
 - 4. Supervise and coordinate the placement of students.
 - 5. Consult with the employer on the job at least once each semester.
 - 6. Submit written evaluations of each student's progress each semester.
 - 7. Consult with each student in person.
 - 8. Conduct group and individualized related instruction.
 - 9. Disseminate occupational information to assist student's progress each semester.
 - 10. Advise students regarding their educational, vocational, and other job related problems.
 - 11. Make referrals to proper persons when students have special counseling problems.
 - 12. Maintain department and personal records and reports.

California Community College District
Cooperative Work Experience Education Plan

Promote the Cooperative Work Experience Education Plan among administrators, faculty, students, employers, high school work experience instructors and guidance counselors, community organizations, and the public.

(3) Shared supervision with employer to include (at least once each term) (§55251)

(c) Assure on-the-job experiences are documented with written/measurable (§55251)

Describe the specifics on how district will achieve this requirement.

The District assures that students' on-the-job learning experiences are properly documented by requiring each Work Experience instructor to maintain the following records:

- a. The type and units of Cooperative Work Experience Education in which each student is enrolled, where employed, type of job held and the basis for determining whether the student is qualified for Occupational or General Work Experience Education.
- b. The firm or agency representative report of the student hours and a performance rating. Work hours may be verified by weekly or monthly time sheets, or by a summary statement at the end of the semester.
- c. New or expanded on-the-job measurable learning objectives which serve as part of the basis for determining the student's grade signed by the instructor, employer or designated representative, and student.
- d. Records must be maintained which are signed and dated by certificated personnel documenting:
 1. Consultation(s), in person, with the employer or designated representative.
 2. Personal consultation(s) with the student.
 3. Evaluation of the student's achievement of the on-the-job learning objectives.
 4. The final grade.

At the beginning of each semester, all Work Experience instructors meet with their respective division or program dean and review the requirements for adequate documentation. The District requires the student to purchase a Work Experience packet through the bookstore which includes objective forms which document and verify the formulation of acceptable learning objectives.

During the final two weeks of each semester, all Work Experience instructors submit all required forms and documentation, with appropriate signatures, to their division or program dean. The dean or his/her designee then examines all materials to assure they are complete and contain all required verifications.

(d) Evaluate with employer, student's learning experiences (§55251):

California Community College District Cooperative Work Experience Education Plan

Describe the specifics on how district will achieve this requirement.

It is the policy of Riverside Community College District's Work Experience program that students receive direction and assistance in the formulation of their learning objectives early in the semester. Instruction is provided in class, as well as supplementary information contained in the Student Handbook for Cooperative Work Experience Education.

Once students have received instruction regarding measurable Work Experience learning objectives, the student discusses the matter with his/her supervisor, and produces a minimum of two learning objectives which the student intends to accomplish. The objectives must be growth oriented; and should be of value to the student and the employer. Additionally, they should increase the student's knowledge and make him/her a more valued employee. The objectives should be committed to writing and submitted to the instructor for review and any necessary corrections which will help make the objectives acceptable in form and content. When the objectives have been reviewed by the employer and approved by the instructor, they are then entered on the Learning Objectives form, signed by the student, and given to the instructor for signature and filing until needed for conferences. When the instructor visits the employer/supervisor, the Learning Objective form is taken, and the employer enters a grade in the appropriate space. The grade is to be based upon the value of the objectives to the student's growth as it relates to the job, and the degree to which the student has accomplished the objectives.

GRADE AND CREDIT

The description of the basis for Work Experience grades and credit is contained in each issue of the Riverside Community College District catalogs, and complies with the requirements of Section 55256.5, Title V Specifically, the catalog states:

General Work Experience

Prerequisite: None.

Advisory: Students should have paid or voluntary employment.

This course is designed to coordinate the student's occupational on-the-job training with related instruction in work-related skills, including occupational and educational resources, career planning, resume development and interview techniques. Students may earn up to three (3) units each semester for two (2) semesters, for a maximum of 6 units of work experience. No more than 20 hours per week may be applied toward the work requirement; 60 hours of volunteer work or 75 hours of paid work in the semester are required for each unit. 18 hours lecture and 60 hours of volunteer work experience or 75 hours of paid work experience are required for each enrolled unit.

Occupational Work Experience Education

This course is designed to coordinate the student's occupational on-the-job training with related instruction in work-related skills, including occupational and educational resources, career planning, resume development and interview techniques. Students may earn up to four (4) units each semester for four (4) semesters, for a maximum of 16 units of work experience. No more than 20 hours per week may be applied toward the work requirement; 60 hours of volunteer work or 75 hours of paid work in the semester are required for each unit.

California Community College District Cooperative Work Experience Education Plan

WKX-200 is an enrolling course for General Work Experience and Occupational Work Experience courses. Students enrolling in WKX-200 are administratively moved to the appropriate general or occupational work experience course after the first class meeting. Determination of the appropriate work experience course is made by the instructor, with input from the student, based upon several factors, including the number of hours worked during the semester, occupational program requirements, and type of work in which the student is engaged. 18 hours lecture and 60 hours of volunteer work experience or 75 hours of paid work experience are required for each enrolled unit.

Upon the CWEE approval of the State Chancellor's Office, the catalog will state:

General Work Experience

Prerequisite: None.

Advisory: Students should have paid or voluntary employment.

This course is designed to coordinate the student's occupational on-the-job training with related instruction in work-related skills, including occupational and educational resources, career planning, resume development and interview techniques. Students may earn up to three (3) units each semester, for a maximum of 6 units of work experience. No more than 20 hours per week may be applied toward the work requirement; 60 hours of volunteer work or 75 hours of paid work in the semester are required for each unit. 18 hours lecture and 60 hours of volunteer work experience or 75 hours of paid work experience are required for each enrolled unit.

Occupational Work Experience Education

This course is designed to coordinate the student's occupational on-the-job training with related instruction in work-related skills, including occupational and educational resources, career planning, resume development and interview techniques. Students may earn up to four (4) units each semester, for a maximum of 16 units of work experience. No more than 20 hours per week may be applied toward the work requirement; 60 hours of volunteer work or 75 hours of paid work in the semester are required for each unit. WKX-200 is an enrolling course for General Work Experience and Occupational Work Experience courses. Students enrolling in WKX-200 are administratively moved to the appropriate general or occupational work experience course after the first class meeting. Determination of the appropriate work experience course is made by the instructor, with input from the student, based upon several factors, including the number of hours worked during the semester, occupational program requirements, and type of work in which the student is engaged. 18 hours lecture and 60 hours of volunteer work experience or 75 hours of paid work experience are required for each enrolled unit.

- (e) Describe basis for awarding grade and credit (§55251)

Background: Title 5 criteria and requirements
Work Experience Credit. (§55255.5).

- (a) One student contact hour is counted for each unit of work experience credit in which a student is enrolled during any census period. In no case shall duplicate student contact hours be counted for any classroom instruction and Cooperative Work Experience Education. The maximum contact hours counted for a student shall not exceed the maximum number of Cooperative Work

California Community College District
Cooperative Work Experience Education Plan

Experience Education units for which the student may be granted credit as described in section 55253.

(b) The learning experience and the identified on-the-job learning objectives shall be sufficient to support the units to be awarded.

(c) The following formula will be used to determine the number of units to be awarded:

(1) Each 75 hours of paid work equals one semester credit or 50 hours equals one quarter credit.

(2) Each 60 hours of non-paid work equals one semester credit or 40 hours equals one quarter credit.

District will comply with these requirements.

(f) Provide adequate clerical & instructional services (§55251)

Comments, if any.

The District Office of Career and Technical Programs provides sufficient clerical and support staff to meet the objectives of this District and this work experience plan.

All Work Experience students are entitled to full use of the instructional and student services provided to the students at Riverside Community College District.

(b) If district changes the plan, will submit changes for approval (§55251)

Check to indicate compliance

Yes

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: III-C-1

Date: May 18, 2010

Subject: Joint Use Agreement -- Evans Sports Complex

Background: This Agreement represents the entire Agreement between the Riverside Community College District and the City of Riverside. The original agreement between the parties was entered into on August 13, 1985. Since 2007, the Parties have been working on the Joint Use Agreement. The Parties have determined that it is in the public interest and for the general welfare of the Parties hereto to share jointly in the use of the property owned by the District, currently known as the Evans Sports Complex (hereinafter referred to as "Complex"), to conduct baseball and softball events for the benefit of the students of the District and residents of the City. This Agreement serves to clarify the usage of the Complex by the Parties to the Agreement, as well as to set rules and regulations regarding that usage.

The term of this Agreement shall be for two (2) years, commencing beginning on July 1, 2010 and ending on June 30, 2012. This agreement may renew for subsequent two (2) year terms upon written agreement of the Parties for up to an additional ten (10) years. There is no cost to this agreement; rather, the revenue received from the City relative to maintenance costs will be approximately \$68,000 annually.

Recommended Action: It is recommended that the Board of Trustees approve the attached Joint Use Agreement for the Evans Sports Complex.

Gregory W. Gray
Chancellor

Prepared by: Norm Godin
Vice President, Business Services
Riverside City College

Jan Muto
President
Riverside City College

RIVERSIDE COMMUNITY COLLEGE DISTRICT JOINT USE AGREEMENT

This Joint Use Agreement (hereinafter referred to as "JUA") is entered into by and between the Riverside Community College District (hereinafter referred to as "District"), and the City of Riverside (hereinafter referred to as "City"). When referring to these two agencies collectively, they shall be referred to as the "Parties".

1. Purpose. The Parties have determined that it is in the public interest and for the general welfare of the Parties hereto to share jointly in the use of the property owned by the District, currently known as the Evans Sports Complex (hereinafter referred to as "Complex"), to conduct baseball and softball events for the benefit of the students of District and for the residents of City. This Agreement serves to clarify the usage of the Complex by the Parties to the Agreement, as well as to set rules and regulations regarding that usage.
2. Property. The District owns the Complex, which consists of three (3) lighted baseball/softball fields, known as "A Field", "B – Ab Brown Field", and "C – Nate DeFrancisco Field", as well as landscaping, irrigation systems, physical fitness areas, parking areas, dugouts, bleachers, restrooms, a press box and a concession stand, and more particularly shown on Exhibit A, attached hereto and incorporated herein by this reference.
3. Maintenance of Complex. The District shall be responsible for providing daily maintenance for the Complex, including all repairs to the irrigation systems, parking lots, lighting system, backstops and buildings, restrooms, and other facilities and systems not specifically mentioned herein, at a level consistent with the level of maintenance for other District sports facilities.

Lights will be automatically shut off at 10:30 p.m., Monday through Saturday and at 8:00 p.m. on Sunday, or as deemed necessary by the District.

In addition, as and for the cost of the grounds maintenance, the parties shall split (50%/50%) the cost of salary and fringe benefits for one (1) full time grounds person. Such reimbursement shall not exceed an amount equal to the annual salary and fringe benefits for the top level of City's Maintenance Worker I position. Said grounds person shall be an employee of the District and shall be under the direct supervision of the District. City shall reimburse District monthly for this cost, based upon the current annual rate of the City's Maintenance Worker I position. This rate may change annually on July 1, based on any increases given by the City to the Maintenance Worker I position. City shall notify District in writing of any such increases no later than July 15 of each year. District shall bill City monthly for this cost.

In the event the lighting system requires repairs or bulb replacement, District will bill City for one-half of said repairs or bulb replacement, providing invoices for work and/or parts, as applicable.

Any vandalism or damage to the complex, beyond normal wear and tear incurred during the use of the Complex by entities, groups, or clubs affiliated with and scheduled by City, shall be repaired by City at their sole expense pursuant to Section 9 below. Any vandalism or damage beyond normal wear and tear incurred when the Complex is not in use by City, or entities, groups, or clubs affiliated with City, shall be repaired by District at its sole expense.

4. Utilities. City and District shall each pay fifty percent (50%) of the electricity and water usage for Meter Nos. 109555 (electric) and 196F (water) located at 4557 Magnolia Avenue. District shall bill the City for its share of the utilities on a monthly basis and provide copies of the actual bills.
5. Use and Scheduling of Complex. The Complex shall be used by District for conducting District classes and programs. City's scheduling share shall include civic groups, city-sponsored baseball and softball leagues; non-city affiliated baseball and softball groups, as well as residents. All Complex use shall be exclusively for baseball and softball events unless alternate use is approved in writing by the District and the City.

District has exclusive use of field "A".

District and City shall jointly use fields "B" and "C", respectively known as "Ab Brown Field" and "Nate DeFrancisco Field", as well as all other facilities included in the Complex.

District and City will work together to create a Master Schedule which shall include usage by both parties. District classes and programs shall be placed on the schedule first. City will provide to District, in January and June of each year, a schedule of use for City affiliated user groups and District will add those groups to the Master Schedule. District will maintain and keep the Master Schedule up-to-date.

If it is determined that the approved schedule needs to change and a City-scheduled user group needs to be bumped from the schedule or rescheduled to another date/time, District will notify within twenty (20) business days upon learning of the need for the change. In the event of an emergency, District will notify City as soon as practicable. City will then notify the scheduled user group and make arrangements for an alternate date/time.

Entities, groups or clubs not associated with District or City, and not on the Master Schedule, shall be directed to contact the District Facilities Department, obtain and complete the required forms for usage and meet all other requirements prior to using the Complex. City will be notified anytime said groups/residents are scheduled for usage of the Complex and said usage will be added to the Master Schedule. Any groups or concessionaires found using the Complex without the proper permission from District, or not on the Master Schedule, shall be asked to leave the Complex. Non-associated entities, groups, clubs, and residents shall be subordinate to District and to City scheduling requests.

All parties using the Complex shall adhere to and comply with the Evans Sports Complex, Rules, Regulations and Responsibilities, (attached hereto and incorporated herein as Exhibit B). City shall be responsible for providing city-affiliated leagues with a copy of these documents. Any violations of these rules, regulations and responsibilities by entities not associated with the District, could result in suspension from the Complex.

In the event of a dispute between the Parties regarding scheduling, such dispute shall be submitted to an agreed-upon, neutral third party for resolution.

6. Fees. Nothing herein shall prohibit either Party from charging fees for use of the Complex during such time as the Complex is assigned to that Party. Any such fees collected shall remain the property of the charging Party.
7. Indemnification/Hold Harmless. City shall defend, indemnify and hold District, its officers and employees harmless from any and all claims, demands or liability arising from alleged acts or omissions of City, its officers, employees, or agents in the conduct of any event during those times when City shall have the use of the Complex. City's indemnification does not extend to claims, demands or liability from the acts of persons other than City, its officers, employees, or agents, notwithstanding the fact that those claims, demands or liability arose during those times when City had the use of the Complex.

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

8. Concessions. District hereby agrees that City may provide concession operations, which include use of the concessions building, or enter into non-exclusive agreements with various civic groups or concessionaires for the furnishing of food, snacks and beverages during such time as the Complex is assigned to them for use. Groups and concessionaires are prohibited from selling alcoholic beverages, tobacco, chewing gum or sunflower seeds at the Complex.
9. Insurance. Each Party shall maintain general liability insurance coverage at a minimum amount of \$1,000,000.00 for each occurrence and \$3,000,000.00 aggregate. City shall provide District a Certificate of Insurance, naming District as an additional insured, for the use of the Complex. Such insurance requirements may be met by a policy of insurance through a California licensed insurance company, a program of self-insurance, through a joint powers authority, or any combination thereof. City shall ensure that all City-affiliated groups provide a Certificate of Insurance for general liability insurance coverage in the minimum amount of \$1,000,000. Said Certificate shall name the City of Riverside and the Riverside Community College District as additional insured.
10. Damage and Destruction. In the event the Complex grounds, fields, or buildings are damaged or destroyed as a result of the actions of any City-affiliated groups or concessionaires, City shall pay for or reimburse District for repairs. District shall

contact City as soon as possible after the damage or destruction is discovered, and provide photographic evidence of such damage or destruction. Prior to any repairs, or request for repairs, City shall be given thirty (30) days to make the repairs before District takes any action to have the damage/destruction repaired, unless the damage or destruction is of such a nature that it prohibits further use of the Complex until repaired. In that event, District shall have the right to have the repairs done as soon as possible. In the event that District ultimately receives insurance proceeds for the damage/destruction, and City has already paid for the repairs, City shall be reimbursed the amount expended (upon proof of expenditures), not to exceed the total amount of the insurance proceeds.

11. Discrimination Prohibited. The Parties agree and understand that discrimination against any person in the provision of services, employment, or use of these facilities on the basis of race, religion, medical condition, disability, marital status, sex/gender, age or sexual orientation is strictly prohibited.
12. Entire Agreement. This Agreement represents the entire Agreement between the Parties and is intended to supersede any and all other agreements the parties may have entered into and more specifically with regard to the Agreement entered into between the parties on August 13, 1985.
13. Term. The term of this Agreement shall be for two (2) years, commencing on July 1, 2010 and ending on June 30, 2012. This agreement may renew for subsequent two (2) year terms upon written agreement of the Parties for up to an additional ten (10) years.
14. Termination. This Agreement may be terminated upon sixty (60) days written notice to the other party.
15. Modification. This Agreement may be modified at any time, upon written agreement of the Parties.
16. Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

The individuals whose signatures appear below warrant that they are authorized to sign this Agreement on behalf of the Party for whom they sign.

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

CITY OF RIVERSIDE

By _____
James L. Buysse,
Vice Chancellor
Administration & Finance

By _____
City Manager

Date _____

Date _____

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
Deputy City Attorney

EXHIBIT A

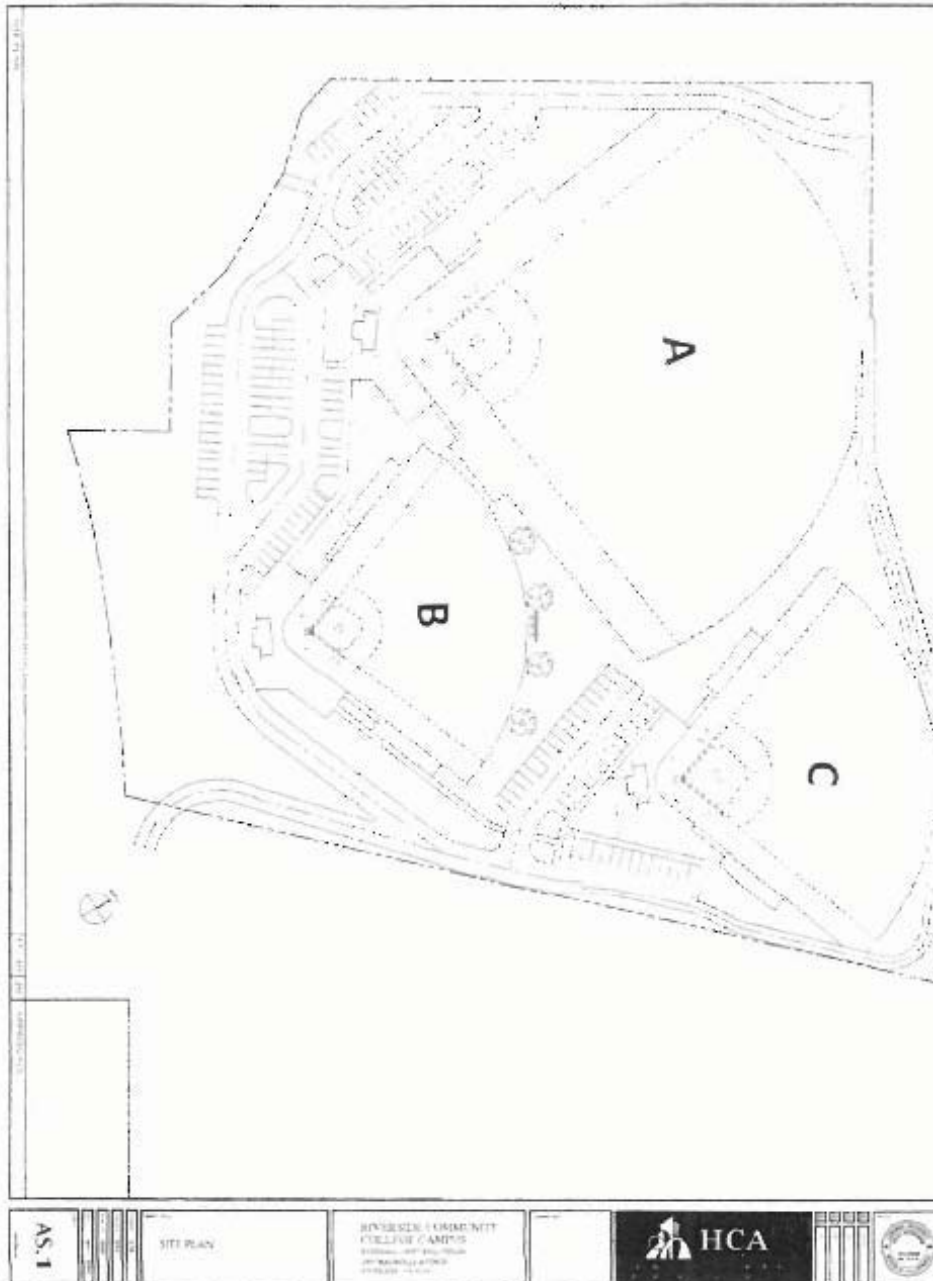


EXHIBIT B

Evans Sports Complex Rules, Regulations and Usage Responsibilities

| | | |
|----------------------|----------------------|------------------------|
| <u>Hours of Use:</u> | Monday – Friday..... | 4:00 p.m. – 10:30 p.m. |
| | Saturday | 8:00 a.m. – 10:30 p.m. |
| | Sunday | 12 Noon – 8:00 p.m. |

The aforementioned times have been set per the agreement with Evans Sports Neighbors.

Rules and Regulations

- All field lights will shut off automatically at 10:30 p.m., Monday - Saturday and at 8:00 p.m. on Sundays.
- Use of facilities is permitted only by request through the City Parks, Recreation and Community Services Department.
- Organizations granted use may only use those areas which have been approved for their use. Other fields or areas may not be used for any reason. Any usage of fields without a Facilities use permit will result in suspension from the complex.
- Organizations granted use will be held accountable for damage done during their usage. Organizations are required to report any and all damage or acts of vandalism to the District immediately.
- Force hitting or pitching of balls against fences is prohibited.
- Roadways and parking lots are not to be used for warm ups or any other activities.
- Games shall take precedence over practices.
- Conduct warm ups in bullpens and outfield areas only.
- Burning or painting lines on any field is prohibited. However, City sponsored groups may chalk lines on their designated field of play prior to a game.
- User groups must designate a representative, age 18 or older, to be present during any/all of their practices and/or game time(s). The representative must have a copy of, or have access to, the facility use permit in case any field allocation conflicts arise. Coaches are encouraged to carry identification issued to them by their organization.
- Use of portable lights is prohibited.
- Use of metal cleats is at the user's own risk.

- No artificial noisemakers, i.e., horns, rattles, bells, whistle, etc., are permitted.
- Children must be monitored at all times.
- The following are prohibited inside the complex:
 - No Tobacco Products (*Evans Sports Complex Is A Smoke Free Facility*)
 - No alcohol
 - No chewing gum
 - No sunflower seeds
 - No skateboards
 - No dogs
 - No glass containers
 - Other than the P.A. system for the Complex, no sound amplification equipment is permitted. Exceptions require advance approval by the District.

Responsibilities

1. All trash in the areas listed below must be picked up and bagged by the using organization. Failure to do so may result in a charge for cleanup.
 - a. Dugouts
 - b. Bleachers
 - c. Restrooms
 - d. Press box & Fields
 - e. Parking Areas
 - f. Concession/Snack Bar Stands
2. Remove the trash liners from cans. Tie and store in men's restroom.
3. Storage of all equipment will not obstruct walkways in press box. All little league and pony league items must be stored in storage containers.
4. No children will be allowed in the press box unless supervised by an adult.
5. Snack bar foods must be approved by Riverside Community College Food Services Department. (Contact Food Services Department 222-8483). Snack bar must be cleaned up by user group and left in the condition it was found.
6. Every organization will see that minor children are not left unsupervised.
7. Lock Gates, Restrooms & Press box.

Cancellations due to rain will be determined by RCC staff.

Failure to comply with any of the above rules, regulations or responsibilities may result in suspension from the complex.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: III-C-2

Date: May 18, 2010

Subject: Resource 1000 Budget Projection for the 3xxx Series of Object Codes

Background: One of the fastest growing expenditure areas in the public sector is that of employee benefits. In the California Community Colleges, costs are captured in the 3xxx series of object codes.

As we approach the FY 2010-11 budget development process, it seems an appropriate time to take a look at this category of expenditures at RCCD. Thus, a projection has been developed and is attached for the Resources Committee's review and information.

Staff will discuss this matter with the Committee at its May 4, 2010 meeting.

Information Only.

Gregory W. Gray
Chancellor

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

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 RESOURCE 1000¹
 BUDGET PROJECTION: 3XXX**

**FY 2010-2011 – FY 2013-14
 (000's)**

| | <u>2010-11</u> | <u>2011-12</u> | <u>2012-13</u> | <u>2013-14</u> | <u>TOTAL BASE HIT</u> |
|-------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|------------------------|
| Unemployment ² | \$ 557 | \$ -- | \$ -- | \$ -- | \$ 557 |
| Workers' Comp | 260 | -- | -- | -- | 260 |
| PERS ³ | 140 | 400 | 600 | 86 | 1,226 |
| Health & Welfare ⁴ | 1,102 | 1,190 | 1,286 | 1,388 | 4,966 |
| STRS ^{5,6} | <u>---</u> | <u>---</u> | <u>3,750</u> | <u>3,750</u> | <u>7,500</u> |
| TOTAL | <u>\$2,059</u> | <u>\$1,590</u> | <u>\$5,636</u> | <u>\$5,224</u> | <u>\$14,509</u> |

- NOTES: A. 1.0% COLA is approximately \$1.3m. Thus, COLAs totaling 11.2% over the next four fiscal years would be required to fund this increase.
- B. 1.0% growth is approximately \$1.2m. Thus, growth funding of 12.1% would be required over the next four fiscal years to fund this increase.

¹ Excludes impacts on other funds and the implications for Resource 1000.

² Assumes no additional changes subsequent to fiscal '11.

³ Rates already established by PERS Board.

⁴ No assumptions made re: outcome of current Federal discussion. Assumes 8.0% annual increases (the average annual increase experienced during the preceding three fiscal years).

⁵ Assumes 150% increase in the employer contribution rate and no increase in the employee contribution. However, it is quite likely that the employee rate will go up. Each 1.0% increase in the employer contribution rate is a 12.5% increase in the employee contribution.

⁶ Assumes legislation introduced in fiscal '11-12, with rate increase(s) beginning in FY 2012-13. Also assumes a two-year phase-in of the rate increase.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: III-C-3

Date: May 18, 2010

Subject: Web-Based Interface to RCCD's Datatel Administrative System

Background: With evolving technology, colleges have migrated to web-based interfaces with their administrative systems to provide online, self-service access to students, faculty and staff. At RCCD, we have deployed such an interface entitled "Web Advisor." Attached for the Resources Committee members is a paper describing this deployment. Staff will brief the Committee further on this subject at the May 4, 2010 meeting.

Information Only.

Gregory W. Gray
Chancellor

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

Riverside Community College District
Web-Based Interface to RCCD's Datatel Administrative System
May 18, 2010

The Past

WebAdvisor is the web-based interface to RCCD's administrative system, providing 24/7 online, self-service access to the District's applicants, students, faculty and staff. Students are able to apply to college, register for classes, pay fees, order and print transcripts, apply for graduation, and more. Faculty can produce class rosters, maintain all grade related functions, and process the vast majority of required administrative faculty documents electronically.

RCCD went 'live' with WebAdvisor's baseline product in Fall 2004 with the incoming Passport to College program which involved about 800 students. Although WebAdvisor has always been one of three registration options (along with TREG and walk-in registration), student use of the interface has increased dramatically since 2004. To date, the District has enrolled over 108,000 unique students in more than a million seats via WebAdvisor. In the current term alone (Spring 2010), we have enrolled over 30,000 students in nearly 96,000 seats. This represents approximately 80% of the total student population across all three campuses. Of the remaining 20%, the majority of those students participate in DSPS and EOPS programs that in large part, still encourage face-to-face registration. In addition, approximately 2,000 students on dismissal contracts are required to register in person each term. These dismissal students will begin using WebAdvisor beginning Summer 2010.

Identifying ways in which Datatel's software can meet the evolving needs of the District is one of the primary responsibilities of Information Services. To date, nearly two-thirds of the current functionality in WebAdvisor has been developed or enhanced by the department's software development team during the past six years. These enhancements to both the student as well as faculty components of WebAdvisor have benefited the District in both cost savings and staffing requirements through the years and similar efforts will be necessary in the future as budget and staffing constraints continue.

The Present

Historically, WebAdvisor experiences extremely heavy load during the first 2-3 days of each term as a result of both student and faculty activity. Load issues are caused primarily by the increase in student activity (adding and dropping classes, payment processing and checking class schedules), and faculty inquiries to stay current with their class enrollments (rosters, authorization codes and add/drop activity). Outlined below are steps Information Services has taken to help alleviate performance issues for future terms.

RCCD experienced WebAdvisor performance issues during the first two days of the 2010 Spring term due to increased student activity and faculty inquiry load. During that time, Information Services was in constant communication with Datatel and HP in an effort to resolve the load issue. As a result of Datatel's analysis of the District's system, they recommended a configuration change to the parameters used to manage WebAdvisor's performance. Since the

reconfiguration, WebAdvisor has been stable, however, the impact of the configuration changes may not be fully proven until the first week of the 2010 Fall term.

To further alleviate future performance issues, Datatel recommended that RCCD upgrade to the latest release of WebAdvisor as soon as possible. This upgrade included resolutions to many known performance issues experienced by RCCD as well as other Datatel clients. RCCD completed this upgrade at the end of March.

Information Services is not currently staffed 24/7. To provide for better monitoring of system function during non-business hours, RCCD has recently subscribed to a third-party service that is monitoring the accessibility of the WebAdvisor home page, notifying key personnel in the event the home page becomes unavailable. Although this is a first step, Information Services will continue to work with this new provider to enhance the level of monitoring service provided to ensure key personnel are notified whenever WebAdvisor is not functioning as expected.

Information Services is currently working with a second vendor who will provide an updated analysis of District hardware and software configurations as it pertains to Datatel and WebAdvisor. It has been determined that RCCD may be able to improve performance by increasing the capacities of our current hardware as well as making changes to the software configurations used by WebAdvisor. This information will be available for inclusion in the technology audit to be conducted later this year.

Although performance degradation is not as severe during the normal registration period each term (typically four weeks prior to the start of the term), RCCD does experience a high load demand each evening immediately after midnight. New registration appointments become available at 12:01am each day, and approximately 1,500-2,000 students scramble to find and register in available classes. It must also be noted, that required daily maintenance processes are scheduled to run every night between 2-4am. WebAdvisor is temporarily unavailable while maintenance processes are running. These overnight issues create problems for students such as: system unavailability, sluggish performance and the lack of customer support to resolve problems or answer questions during non-work (or night time) hours. To alleviate the midnight registration load issue, Information Services and Admissions and Records are working toward a plan to more evenly distribute registration appointments throughout the day rather than scheduling everything for 12:01am. This would include:

- 1) Beginning registration appointments after system maintenance has completed at 4am, and
- 2) Dividing the 4,000 daily appointments into 10 groups of 400, each group being assigned start times at two-hour intervals between 4am and 10pm.

The District's administrative system is one that evolves and changes on a daily basis. In addition to changes from Datatel, Information Services strives to provide additional local functionality for RCCD students and faculty in order to provide a successful web experience. With regulatory changes, functionality fixes and enhancements from the vendor, in addition to local enhancements, each upgrade must be thoroughly tested by Information Services personnel to

ensure compatibility with prior releases and District functionality. An ongoing challenge is scheduling these system changes in an environment that has truly become '24/7'.

In addition to managing the current environment, Information Services is constantly being asked to provide ever-increasing self-services to students and faculty, while at the same time, working within our existing staffing constraints and equipment limitations. The challenge is a difficult one, and one Information Services takes very seriously.

The Future

As noted above, WebAdvisor is not perfect, but it does provide a great benefit to the institution. RCCD is not the only institution that experiences slow response times during times of heavy load, other large institutions experience the same problems of searches taking inordinate amounts of time, screen freezes and session timeouts. Datatel continues to rewrite the base application to enhance performance but the process will take several years to complete. Often, certain updates are released to remediate specific problems, only to introduce new and different issues in other parts of the system that are apparent only under heavy loads at large institutions. Thus, the system requires constant monitoring, resources and reassessment as the District moves into the future.

WebAdvisor is a powerful tool and one that has been heavily customized over the past six years to meet the needs of a rapidly growing institution. It continues to be stretched in every way as the District transitions to three colleges, each with its own personalities and requirements. It is the goal of the software development group to assure WebAdvisor will integrate well with future development and applications necessary to meet the expectations of the District's constituents.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: III-C-4

Date: May 18, 2010

Subject: 2009-2010 – Tax and Revenue Anticipation Note (TRAN) Update

Background: The District's supplemental 2009-2010 TRAN was successfully priced on April 13, 2009. The financing will close on April 27, 2010. The purpose at this reporting to the Board's Resources Committee is not only to update the Committee on this financing, but to note what Mr. Mark Farrell of PiperJaffray stated in a related email: "...based on RCCD's strong long-term ratings (Aa3/AA-), TRAN coverage ratios and the ability for the District to obtain the highest short-term rating from Standard & Poor's, we pulled RCCD into a separate TRAN series. Your series of TRANs obtained the lowest yield, 0.90% of those sold. Congratulations!" This is a high compliment indeed, especially in an era of economic distress. It's also a result of the strong fiscal stewardship throughout the institution which has characterized RCCD throughout its storied history.

Information Only.

Gregory W. Gray
Chancellor

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

April 2, 2010

California Schools Cash Reserve Program Authority; Note

Primary Credit Analyst:

Paul Dyson, San Francisco (1) 415-371-5079; paul_dyson@standardandpoors.com

Secondary Credit Analyst:

Gabriel Petek, CFA, San Francisco (1) 415-371-5042; gabriel_petek@standardandpoors.com

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Rationale

Various Bonds And Notes Subordinate

Purpose Of Notes; Pledge Crosses Fiscal Years

Second Interim Report Status

TRAN Coverage Analysis And Cash Flow Assumptions

Related Criteria And Research

California Schools Cash Reserve Program Authority; Note

| Credit Profile | | |
|---|-------|-----|
| US\$94.93 mil 2009-2010 Bonds ser C due 12/30/2010 | | |
| <i>Short Term Rating</i> | SP-1+ | New |
| US\$48.93 mil 2009-2010 Bonds ser D due 12/30/2010 | | |
| <i>Short Term Rating</i> | SP-1 | New |
| US\$31.13 mil 2009-2010 Bonds ser F due 12/30/2010 | | |
| <i>Short Term Rating</i> | SP-1+ | New |
| US\$30.175 mil 2009-2010 Bonds ser E due 12/30/2010 | | |
| <i>Short Term Rating</i> | SP-1+ | New |
| US\$12.92 mil 2009-2010 Bonds ser B due 12/30/2010 | | |
| <i>Short Term Rating</i> | SP-1+ | New |
| US\$1.67 mil 2009-2010 Bonds ser G due 12/30/2010 | | |
| <i>Short Term Rating</i> | SP-1 | New |

Rationale

Standard & Poor's Ratings Services assigned its following short-term ratings to California Schools Cash Reserve Program Authority's series 2009-2010 bonds:

- 'SP-1+' rating to the authority's \$12.92 million 2009-2010 bonds, series B;
- 'SP-1+' rating to the authority's \$94.93 million 2009-2010 bonds, series C;
- 'SP-1' rating to the authority's \$48.93 million 2009-2010 bonds, series D;
- 'SP-1+' rating to the authority's \$30.175 million 2009-2010 bonds, series E;
- 'SP-1+' to the authority's \$31.13 million 2009-2010 bonds, series F; and
- 'SP-1' to the authority's \$1.67 million 2009-2010 bonds, series G.

The ratings on all series of bonds reflect our view of:

- A tax and revenue note (TRAN) structure that requires three set-asides of note principal by each participant -- 50% in July 2010, 35% in August 2010, and 15% September 2010 -- and a Dec. 30, 2010, maturity date;
- Adequate to strong coverage by each participating district of note principal and interest by fiscal 2010 (ending June 30, 2010) pledged revenues (defined below), or by fiscal 2010 pledged revenues combined with nonpledged but legally available fiscal 2011 (ending June 30, 2011) net cash inflows, both at the three set-aside dates and the Dec. 30, 2010, note maturity; and
- The districts' projection of significant sources of alternative liquidity, which boosts debt service coverage by projected ending cash balances both at maturity and set-aside dates.

Although we consider the likelihood of full and timely TRAN repayment as strong, we believe the foregoing strengths are somewhat offset by our view of:

California Schools Cash Reserve Program Authority; Note

- A final TRAN maturity of Dec. 30, 2010, which occurs six months into the following fiscal year (2010-2011), although the district is pledging unrestricted, legally available revenues attributed to fiscal 2010;
- Set-aside payments that occur in the following fiscal year, which we consider unusual; and
- The districts' substantial reliance on deferred state aid apportionments to meet at set-aside payments and debt service due at maturity (Dec. 30, 2010).

Additional credit weaknesses with regard to the series D and G bonds include our view of:

- Relatively weaker coverage by combined fiscal 2010 pledged revenues and net fiscal 2011 cash inflows; and
- Significant reliance on alternate liquidity and/or an additional TRAN borrowing in fiscal 2011 (the proceeds of which management expects will be received in July 2010) to meet set-aside payments and/or debt service due at maturity, which we believe is a relatively weaker repayment structure than those districts without such reliance.

We understand that the series B, C, D, E, F, and G bonds are being issued to purchase certain series B, C, D, E, F, and G 2009-2010 TRANs, respectively, of the same maturity issued by a total of 42 California school districts and one community college district (43 total participants). The required payment of principal and interest on the series B, C, D, E, F, and G bonds when due has been structured by the authority to be sufficient to pay principal of and interest on all of the series B, C, D, E, F, and G bonds, respectively, when due.

Securing the individual TRANs are the various districts' unrestricted revenues, defined in the resolution as all taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys, intended as receipts for the general fund, capital fund, and/or special revenue fund (if applicable) of the districts attributable to fiscal year 2010 and which are generally available for the payment of current expenses and other obligations of the districts. The districts have pledged these unrestricted revenues, which are received by the districts for the general fund, capital fund and/or special revenue fund (if applicable) and are attributable to fiscal year 2010, and the principal of and interest on each series of notes constitutes a first lien on these unrestricted revenue and are payable from the first moneys received by the districts from such pledged revenues. If not sufficient, the notes are also payable from any other legally available taxes, income, revenue, cash receipts, and other moneys of the districts, which could also include net cash inflows (cash receipts net of disbursements) related to fiscal 2011, given that set-aside payments in July, August, and September will be made from general fund cash that includes inflows and outflows attributable to both fiscal 2010 and fiscal 2011.

Amounts received from the repayment of one series of TRANs may not be used to repay a different series of bonds, and vice versa (no cross-collateralization). In addition, the districts pooled into each series of bonds have been individually assigned TRANs ratings that are the same. Each participant's TRAN is a stand-alone obligation, and no district has any obligation to make repayments for any other district.

We understand that, in general, the districts are issuing the TRANs in anticipation of projected cash flow deficits occurring in June and July of 2010 caused primarily by the state's deferral to July and August of 2010 of state aid payments to the districts that are attributable to fiscal year 2009-2010. Given these deferrals, the districts expect that approximately 25% of each district's state aid revenues related to fiscal 2010 will be received in fiscal 2011.

The fiscal 2010 state budget and budget revision included material deferrals of funding disbursements for state aid apportionments. Changes to the disbursement schedule for fiscals 2009 and 2010 included both intra- and interyear deferrals of state aid disbursements that, in our view, challenge the cash flow management activities of many local education agencies in the state, including the participants in this particular financing. Recent cash management

California Schools Cash Reserve Program Authority; Note

legislation signed by the governor made additional changes to the state's expected disbursement schedule. Even if the legislature and governor fail to reach a budget agreement in a timely manner and if fiscal 2011 begins without a state budget in place, we believe the current law and continuing appropriation for state apportionments to local education agencies suggest these funds would continue to flow. Additionally, in our view, the recent cash management legislation and cash collection trends indicate that the state's financial liquidity will likely be sufficient to support these disbursements. We therefore view management's cash flow projections, including the assumed receipt of these deferred state aid apportionments, as generally prudent and consistent with our understanding of the state's budget status, financial liquidity, and the parameters of the constitutional priority payment hierarchy, notwithstanding that further deferrals of these already deferred state aid apportionments attributable to fiscal 2010 would require the legislature to vote on and the governor to approve a change to the existing law.

Various Bonds And Notes Subordinate

Each series 2009-2010 note constitutes a first lien on 2009-2010 revenues and is secured by the first moneys received by each district from such pledged revenues. However, some participating districts identified in the table below (series B, C, and D) have previously issued TRANs during fiscal year 2009-2010, which TRANs have a July 1, 2010, maturity date. Given this, we consider the series B, C, and D TRANs currently being issued by districts who have previously issued senior TRANs as subordinate for purposes of the resolutions under which the subordinate TRANs are being issued (and so the authority's series B, C, and D bonds have a subordinate lien). As structured, the required set-aside payments for both the senior and subordinate notes do not overlap, even though technically both the senior and subordinate notes will be outstanding simultaneously. The districts with senior TRANs outstanding are required to set aside 100% of principal due on the senior TRANs to the trustee by May 2010, which is prior to the set-aside dates with regard to their subordinate TRANs (series B, C and D) of July 2010 (50%), August 2010 (35%) and September 2010 (15%). Despite the subordinate nature of various districts' TRANs and authority bonds, Standard & Poor's has not reflected this in the ratings (no notching) given our view of the timing of payments, generally strong coverage, and strong alternate sources of liquidity.

Purpose Of Notes; Pledge Crosses Fiscal Years

We understand that the districts use TRAN proceeds to fill gaps in their cash flow during the fiscal year, due to the mismatch between receipt of revenue, which occurs on an uneven basis throughout the year, and disbursements, which tend to not vary as much on a month-to-month basis. Although the maturity date of the individual TRANs falls six months after the conclusion of each district's 2010 fiscal year (June 30, 2010), in accordance with our criteria, we have received legal comfort that state apportionment payments scheduled for fiscal 2010 deferred to fiscal 2011 would be among legally pledged revenues for the 2010 notes. Officials anticipate that most of the districts will invest their note proceeds and repayments in their respective county investment pools. We understand that the remainder of the districts will invest their note proceeds and repayments in other permitted investments, which they currently expect to consist of either money market funds or the Local Agency Investment Fund managed by the office of the Treasurer of the State of California.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: III-C-5

Date: May 18, 2010

Subject: Grants Office Report

Background: In compliance with Board Policy 3280, the Grants Office will present to the Resources Committee a summary of its work and accomplishments on behalf of the District and its three colleges. This presentation will include a report of grant applications submitted and grant awards received thus far in the 2009-10 fiscal year.

Information Only.

Gregory W. Gray
Chancellor

Prepared by: Colleen Molko,
Associate Director, Grants

Richard Keeler,
Director, Grants

Grants Office
Summary of Work and Accomplishments
2009-10

For many years the Grants Office has supported institutional efforts to enhance the learning environment for students through the acquisition of public and private grants and the provision of training, consultation and technical assistance services in support of grant management and compliance. The Grants Office has aligned the articulated strategic needs of each college with grant acquisition strategies. Each May, the Grants Office provides a comprehensive report to the Board of Trustees on the major accomplishments of grants in our district. The following report is a summary of the most significant work performed and accomplishments achieved by the Grants Office thus far in the 2009-10 fiscal year as it relates to the strategic initiatives detailed below.

Riverside City College

Science, Technology, Engineering and Math (STEM)

The U.S. Department of Education provided a second and final year of renewal funding for the two College Cost Reduction and Access Act (CCRAA) grants in the total amount of \$1,994,214. The individual and cooperative grants, "Access to Success" and "Step Up to Success," respectively, are providing resources for STEM education in the following ways: (1) increase the number of underrepresented minorities, women, and veterans who want to attend RCC and major in STEM; (2) increase student retention; (3) create faculty-to-faculty teams in order to evaluate STEM extended courses and determine equivalency; (4) develop a model STEM transfer program with two local 4-year universities; (5) develop a student tracking system and activities that reinforce the connection between high school students and RCC and between RCC students and 4-year institutional partners; (6) provide an arena for sharing and collecting "effective practices" among CCRAA awardees and other community colleges and their 4-year institutions; and (7) update the articulation agreements with California State Polytechnic University, Pomona, in biology, mathematics, CIS and engineering.

RCC participated in a request to the U.S. Department of Agriculture, Hispanic-Serving Institutions Education Program, with the University of California, Riverside, as the lead applicant. If awarded later this year, the grant will fund a research stipend for two students each year of the project and supplemental instruction tutors to work with undergraduate students in historically challenging transfer courses required for a degree in engineering/computer science, math, biology, and/or chemistry.

Two preliminary proposals for the National Science Foundation, Advanced Technological Education (ATE) program, are expected to be submitted in the latter part of April 2010. One application is being prepared in Computer Information Systems for cybersecurity for businesses working in cooperation with K-12, the University of California at Irvine, and Cal Poly Pomona. The second preliminary proposal is expected to support the development of forensic

sciences curriculum development as part of the criminology program and the Criminalistics Learning Laboratory effort. The proposals submitted will receive comments, and if encouraged by NSF program officers, full proposals for each project will be submitted in October 2010 to request \$200,000 each in federal funds.

Student Engagement

Riverside City College has expressed a desire to strengthen its focus on and support of student engagement. Based on research conducted by the Center for Community College Student Engagement, RCC is expected to provide a resubmission application for funding to the U.S. Department of Education. RCC has been working with the Grants Office and Ramona Munsell and Associates Consulting, Inc., to develop a model of student engagement that will be the primary focus of a Title V Developing Hispanic-Serving Institutions Program application this spring. The model will include pathways for the undecided student; pilot courses; “intentional support” which includes counseling, mentoring and peer advocacy; collaborative learning; and comprehensive faculty and student engagement strategies and resources. The project will include technology infrastructure in support of virtual environments capable of extending the concept of learning centers for counseling, training, online meetings and other student engagement. The application is expected to request approximately \$2.8 million dollars over a five-year grant period.

School of Nursing

RCC’s School of Nursing has met with large success in its grants initiatives. Over a three-year period, the School of Nursing has awards totaling more than \$4.3 million in grants. The awarding agencies include the California Community Colleges Chancellor’s Office, the Office of Statewide Health Planning and Development, the U.S. Department of Health and Human Services, and the U.S. Department of Education. These awards expand enrollment in the associates degree in Nursing (ADN) program by 288 new and 54 continuing students over a three-year period; fund 8-10 ADN faculty positions, a full-time Nursing Simulation Lab Assistant, and a portion of the Associate Dean, School of Nursing; provide funds for improved assessment, remediation and extensive student support services; support a career ladder in nursing that facilitates movement from CNA to LVN to ADN to BSN; create a fast-track career pathway at the high school level to facilitate preparation for and completion of the ADN program; fund the purchase of equipment and supplies; and provide staff development opportunities for ADN faculty.

Most recently, in February 2010, the RCC School of Nursing received \$200,000 from the Song Brown Capitation Program to continue to fund part of an ADN faculty member in 2010-11 and 2011-22. In a separate application in the Song Brown Special Programs category, the School of Nursing received \$124,000 to fund an Educational advisor at 75 percent in support of ADN student success.

In March, the School of Nursing requested \$521,000 over a two-year period from the California Community Colleges Chancellor’s Office Enrollment Growth for ADN Program. The

project requests support for 40 new or continuing ADN students throughout the grant period, and assessment, remediation and, retention services.

A \$1,000,000 request for three years of funding by the Health Resources and Services Administration (HRSA) is pending. If awarded, this grant will continue and enhance the current Nurse Education, Practice and Retention program and support a career ladder in nursing that facilitates movement for students from CNA to ADN and on to the Bachelor of Science in Nursing degree through an online cooperative program with California State University, Fullerton.

Also in development is a \$259,282 request to HRSA in the ARRA program for Equipment to Enhance Training for Health Professionals Program for equipment that supports the Nurse Education, Practice and Retention Program.

Basic Skills

RCC was awarded \$183,078 from the National League of Cities' Communities Learning in Partnership Program (CLIP), with funding support provided by the Bill and Melinda Gates Foundation. This is a partnership between RCC's Workforce Preparation Department and the City of Riverside to improve postsecondary persistence and degree completion of low-income young adults.

Institutional Eligibility

The Grants Office filed an institutional eligibility application to the U.S. Department of Education on behalf of the College. The request was approved, permitting Riverside City College to be qualified to apply for many low-income grants, including Hispanic-Serving Institutions grants offered by numerous federal agencies.

Moreno Valley College

Science, Technology, Engineering and Math (STEM)

Moreno Valley College (MVC) has received a second and final year of funding in the College Cost Reduction and Access Act (CCRAA) Program in the amount of \$1,084,869. Project SUCCESS has the following goals: (1) increase student persistence and graduation rates of targeted students in STEM fields of study; (2) increase the transfer rate of targeted students in STEM fields of study; (3) improve and increase STEM articulation agreements among institutions and four-year universities; (4) increase student learning and success through revised and integrated academic and student support services; and (5) increase the number of targeted students who pursue careers in STEM fields.

Public Safety

Moreno Valley College was awarded approximately \$2.8 million in a Title V Developing Hispanic-Serving Institutions Program project with a focus on Public Safety. The project has a two-pronged activity to expand student access to and success in academic programming in the rapidly growing areas of public safety, thereby preparing non-traditional, at-risk students for stable and lucrative employment in our region.

The project includes the development of a Basic Skills Pre-Academy at the Ben Clark Training Center (BCTC) to prepare students to enter and succeed in the Fire, Peace, or Corrections Academies. Developed for delivery over a nine-week period prior to enrollment in these target academies, redesigned basic skills courses would infuse content related to public safety issues, thereby providing a context for basic skills training that is relevant to students whose goal it is to enter high-demand and growing professions in the fire science and law enforcement areas.

Over the five-year period of the grant, the Fire, Peace and Corrections Academies are being redesigned to address twenty-first century workforce needs, the unique demands of our region, and the needs of the population served by the Ben Clark Training Center. Updated curriculum – incorporating realigned student learning outcomes, basic skills reinforcement, hands-on training, and content to prepare students to work successfully with the ethnically and culturally diverse population of Southern California would work in conjunction with the Scenario Village being developed by the county at the Ben Clark Training Center. Increased program capacity, meanwhile, is directly addressing growth. A part-time Fire Academy also will be developed to address the needs of working students who are unable to attend the academy in its current full-time format.

In addition, newly-developed online student services would be developed and piloted to extend access to a range of support services. These online services, to include orientation, advising, writing and math placement, tutoring, and library access, would be supported by expanded technological infrastructure and designed to meet the needs of time-constrained, working students.

The College also received a \$54,000 funding award from the State Homeland Security Grant Program for the development of curriculum for the Ben Clark Training Center's Scenario Village.

A Congressionally-directed funding award of \$600,000 was announced by the U.S. Department of Education to fund the development of curriculum for the law enforcement and fire academy programs at the Ben Clark Training Center. The proposal to support this funding award will be prepared and submitted during the summer, and the federal funds will be available by September 2010.

Allied Health Disciplines

Moreno Valley College has greatly increased the number of grant applications it submits on behalf of its Allied Health programs. The current grant awards include the \$495,000 of federal Workforce Investment Act funds through the "Governor's Discretionary Funds for Allied Health Programs." The grant pays for faculty time, equipment and supplies to develop a Speech

Language Pathology Assistant program and increases capacity in existing Medical Assisting and Certified Nursing Assistant programs.

The College also received funding from the Statewide Economic Stimulus Program for Allied Health Funds (ARRA) through the Chancellor's Office. The \$350,000 project over a two-year grant period funds faculty and equipment in the Dental Assisting and Dental Hygiene Programs.

An award of \$200,000 by the Riverside Community Health Foundation was made to fund the purchase of 10 new operatories for the Dental Hygiene Program.

Two awards are running through the Song-Brown Physician Assistant grant program in the Office of Statewide Health Planning and Development. The awards total more than \$215,000 to support faculty over a two-year period. One \$99,000 award in the Special Programs category provides students who have completed the Physician's Assistant program with additional specialized training in the mental health field.

A Health Resources and Services Administration (HRSA) \$329,670 federal earmark grant for Allied Health Program equipment is currently running at the College. The equipment from this grant will help the Dental Hygiene, Dental Assisting, Physician Assistant, Pharmacy Tech, Biotech and the Clinical Lab Tech disciplines.

The RCCD Foundation secured \$100,000 in equipment funds from the Riverside Medical Clinic to support the Allied Health programs at the College.

A new Congressionally-Directed earmark grant award for the purchase of equipment for the Allied Health programs was announced in the amount of \$148,500 through the Health Resources and Services Administration. The full application will be prepared and submitted.

Institutional Eligibility

The Grants Office filed an institutional eligibility application to the U.S. Department of Education on behalf of the College. The request was approved, permitting Moreno Valley College to be qualified to apply for many low-income grants, including Hispanic-Serving Institutions grants offered by numerous federal agencies.

Norco College

CIS Gaming and Simulation

The Norco Campus was awarded a \$2.8 million Title V Developing Hispanic-Serving Institutions Program for five years that incorporates a number of components related to gaming and simulation as well as a plan to develop a student services structure at the campus. Among its many proposed activities in the area of gaming are: the modification of existing programming courses to include gaming for core teaching examples, the development of a flash programming emphasis within the game programming track, the integration of games and game technology in an interdisciplinary approach that includes non-gaming disciplines and faculty development to

support this integration. The development of the student services structure includes modules to support assessment, student financial services, financial aid and matriculation support.

A new federal funding request from the U.S. Department of Education for a Title V Developing Hispanic Serving Institutions Cooperative Development grant will be submitted in the next couple of months. The new \$3.5 million project over five years would create new commercial music degrees and certificates that would articulate to California State University San Bernardino (CSUSB) and expand the art program to articulate well with the art degrees offered at CSUSB.

Logistics and Supply Chain Technology Education

Work on the National Center of Excellence proposal to the National Science Foundation's Advanced Technological Education (ATE) Program continues with a resubmission planned for October 2010 in the amount of \$4.9 million over four years. The mission of the National Center will be to increase the quantity and quality of technicians meeting the country's growing workforce demand for technicians in supply chain, transportation, distribution and logistics, and avoid outsourcing to other countries. Led by Norco College, the National Center will involve partnerships with Sinclair Community College in Dayton, Ohio, and educational, industrial, civilian and military partners across the country that are involved in the supply chain continuum: acquisition, port operations, transportation (air, rail, and truck), distribution, warehousing, and security. Technology (Geographic Information Systems, Radio Frequency Identification, data warehousing, enterprise resource planning, warehouse management systems, data security, etc.), will be involved as a tactical deployment of sound business strategy that permeates the entire supply chain.

KNOR Radio Station

Norco College has applied to the National Telecommunications and Information Administration's Public Telecommunications and Facilities Program for \$316,000 to fund the purchase of equipment for a public radio station that would provide new service to rural persons outside of the Riverside City area and provide educational, cultural and community relevant content not being provided by existing stations. If awarded, the new radio station also would provide educational opportunities for students enrolled in the commercial music programs to engage in real-world broadcasting, management and experiential learning opportunities, provide a variety of content, give specific opportunities for women and minorities to preserve and extend their future, and give local information during city, county and state emergencies.

Institutional Eligibility

The Grants Office filed an institutional eligibility application to the U.S. Department of Education on behalf of the College. The request was approved, permitting Norco College to be qualified to apply for many low-income grants, including Hispanic-Serving Institutions grants offered by numerous federal agencies.

All Colleges

Student Support Services

A total of four Student Support Services (SSS) applications were submitted to the U.S. Department of Education under the TRiO program, one each for Riverside and Moreno Valley, and two application made by Norco College. The SSS pending requests collectively totaled \$4.3 million for a four-year grant funding period. The SSS Program supports activities that increase the college retention and graduation rates of its participants.

Consortia Submissions

Service Learning

All three colleges participated in a STEM consortia grant offered by the Learn and Serve America Higher Education Program sponsored by the Corporation for National and Community Service to expand and further develop service learning in the District. Moreno Valley College, a Minority Serving Institution and Hispanic Serving Institution, was the lead applicant in the consortia, with Riverside City College and Norco College as partner institutions. The federal funding request is for \$1.2 million over a three-year grant period. Awards are expected to be announced in the summer, and the agency annually funds up to 25 awards nationwide in this program. The purpose of the Learn and Serve America Program is to support innovative service-learning programs carried out through institutions of higher education, acting as civic institutions to meet the human, educational, environmental, or public safety needs of neighboring communities. This is our District's first application to this major federal service learning program.

Emergency Preparedness

An Emergency Management for Higher Education Program submission for \$500,000 to the U.S. Department of Education will involve all three colleges as partners. The purpose of the 18-month grant is to fund higher education institution projects to develop, or review and improve, and fully integrate all-hazards campus-based emergency management planning efforts.

Riverside Community College District

Economic Development

RCCD's Economic Development was re-awarded the Statewide Leadership grant for the Centers for International Trade Development (CITD). The request submitted was for \$172,500, and this grant is anticipated to be renewable every year for four additional years. The grant provides leadership statewide by RCCD for all of the state-funded CITD programs.

The Mine Okubo Collection

Riverside Community College District currently has an award from the California State Library for \$20,000 to fund a descriptive inventory and brief catalog of Mine Okubo's personal documents and art for the general public to give them an understanding of her significance as an artist influenced by the Japanese-American World War II internment.

Master Submission Schedule for 2009-10

| Agency | Opportunity | Purpose | Initiative Met | Amount | Known or Anticipated Submission Deadline | Applicant | Result |
|---|-------------------------------------|--|-----------------------|-----------|--|---|--|
| National Endowment for the Arts | Challenge Grant | Extends the reach of the arts to underserved populations | Performance Riverside | \$10,000 | 2008-09 Fiscal Year Submission | Riverside/RCCD Foundation | Awarded |
| Health Resources and Services Administration | Health Care and Other Facilities | Congressionally-directed funding for the purchase of equipment for new programs in the areas of Pharmacy Technician, Biotechnical Technician, and Clinical Laboratory Technician | Allied Health | \$329,670 | 2008-09 Fiscal Year Submission | Moreno Valley | Awarded |
| Riverside Medical Clinic | | Funds are for program development for the school of Allied Health sciences | Allied Health | \$100K | 2008-09 Fiscal Year Submission | RCCD Foundation for Moreno Valley College | Awarded |
| California Arts Council and Department of Justice | Music Presenting Grant | Discounted or free musical theatre performances and transportation that will serve California's underserved, rural and/or inner-city populations | Performance Riverside | \$15,000 | 7/1/09 | Riverside/RCCD Foundation | Awarded |
| Ronald McDonald House Children's Charities | N/A | Funding to support the aquatics complex | Aquatics | \$100,000 | 7/1/09 | RCCD Foundation | Not Awarded, however, resubmission is possible in March 2010 |
| National League of Cities | Communities Learning in Partnership | In partnership with the City of Riverside, to improve postsecondary persistence and degree completion of low-income young adults | Basic Skills | \$183,078 | 7/29/09 | Riverside | Awarded |

District = mint color
 Riverside = turquoise color
 Moreno Valley = lavender color
 Norco = yellow color

Master Submission Schedule for 2009-10

| Agency | Opportunity | Purpose | Initiative Met | Amount | Known or Anticipated Submission Deadline | Applicant | Result |
|---|---|--|---------------------------------|-----------|--|---------------|-------------|
| U.S. Department of Housing and Urban Development | Hispanic-Serving Institutions Assisting Communities | Community service | Community service, basic skills | \$600,000 | 8/7/09 | Moreno Valley | Not Awarded |
| Chancellor's Office | Statewide Economic Stimulus Funds for Allied Health | Grant has already been awarded, however, the Chancellor's Office has requested a completed redesign of the project | Allied Health | \$350,000 | 8/10/09 | Moreno Valley | Awarded |
| The Office of Statewide Health Planning and Development | Song-Brown Physicians Assistant Training Program | Support the training of Physician Assistants | Allied Health | \$100,000 | 8/13/09 | Moreno Valley | Awarded |
| The Office of Statewide Health Planning and Development | Song-Brown Physicians Assistant Training Special Programs | Support special programs for PA students | Allied Health | ~\$50,000 | 8/13/09 | Moreno Valley | Not Awarded |
| Riverside Arts Council | Community Arts Partnership Grant | To explore the development of an arts education and marketing volunteer organization that would provide services to community centers, underserved groups, hospitals, after school programs, and service clubs and organizations located throughout the Greater Riverside area | Performance Riverside | \$1,500 | 8/14/09 | Riverside | Not Awarded |

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Master Submission Schedule for 2009-10

| Agency | Opportunity | Purpose | Initiative Met | Amount | Known or Anticipated Submission Deadline | Applicant | Result |
|-----------------------------|---|---|-------------------------------------|------------|--|-----------------------------|--|
| California Arts Council | Recovery Grant Applications | To pay three musicians for four performances (to replace lost jobs due to the economy) | Performance Riverside | \$19,476 | 8/24/09 | Riverside/RCCD Foundation | Not Awarded |
| Pacific Life Foundation | | To underwrite the Discovery Theatre Program | Performance Riverside | \$10,000 | 8/29/09 | Riverside/RCCD Foundation | Not Awarded |
| Defense Logistics Agency | Procurement Assistance Center | Provides important resource information and procurement training to businesses seeking to market their goods and services to federal, state and local government | Economic Development | \$137,497 | 9/1/09 | District | Awarded |
| National Science Foundation | Scholarships in Science, Technology, Engineering, and Mathematics | Support scholarships for academically talented, financially needy students, enabling them to enter the workforce following completion of an associate, baccalaureate, or graduate level degree in science and engineering disciplines | STEM | \$600,000 | 9/14/09 | Riverside | Not Awarded |
| LA84 | N/A | Funding to support the aquatics complex | Aquatics | ~\$100,000 | 9/30/09 | RCCD Foundation | The RCCD Foundation is in discussions with the Program Officer |
| U.S. Department of Labor | Health Care and Other High Growth and Emerging Industries | The purpose of the SGA is to fund projects providing training, education, and job placement assistance to prepare workers to enter the health care sector and other high growth and emerging industries. | School of Nursing and Allied Health | \$5M | 10/5/09 | Riverside and Moreno Valley | Not Awarded |

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Master Submission Schedule for 2009-10

| Agency | Opportunity | Purpose | Initiative Met | Amount | Known or Anticipated Submission Deadline | Applicant | Result |
|---|---|--|---------------------------------------|-----------------|--|---------------|-------------|
| U.S. Department of Labor | Health Care and Other High Growth and Emerging Industries | Part of a consortia led by the Chancellor's Office on behalf of an allied health initiative | Allied Health | 525,860 | 10/5/09 | Moreno Valley | Not Awarded |
| U.S. Department of Labor | Health Care and Other High Growth and Emerging Industries | Part of a consortia led by the Chancellor's Office on behalf of a health information technology initiative | Health Information Technology | ~\$300 - \$400K | 10/5/09 | Moreno Valley | Not Awarded |
| National Science Foundation | Advanced Technological Education - National Center Category | With an emphasis on two-year colleges, the Advanced Technological Education (ATE) program focuses on the education of technicians for the high-technology fields that drive our nation's economy. The program involves partnerships between academic institutions and employers to promote improvement in the education of science and engineering technicians at the undergraduate and secondary school levels. | Logistics and Supply Chain Technology | \$5 M | 10/15/09 | Norco | Not Awarded |
| The Office of Statewide Health Planning and Development | Song Brown Registered Nursing Education Capitation Program | Associate Degree in Nursing Program Expansion | School of Nursing | \$200,000 | 11/5/09 | Riverside | Awarded |

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Master Submission Schedule for 2009-10

| Agency | Opportunity | Purpose | Initiative Met | Amount | Known or Anticipated Submission Deadline | Applicant | Result |
|---|--|--|--------------------------|-----------|--|---------------|----------------------|
| The Office of Statewide Health Planning and Development | Song Brown Registered Nursing Education Special Programs Grant | To fund outreach to underrepresented populations and provide support services to students in the ADN program | School of Nursing | \$124,358 | 11/5/09 | Riverside | NEW ADDITION Awarded |
| Chancellor's Office | CACT Economic Workforce Development HUB | To oversee marketing of the statewide CACT program | Economic Development | \$66,497 | 11/09 | District | NEW ADDITION Awarded |
| So. Calif. Logistics Grant (partnership with SBVCC) | Southern California Logistics Grant | Logistics and manufacturing training focuses on unemployed and incumbent workers to be trained to work in distribution and manufacturing | Economic Development | \$750,700 | 11/09 | District | NEW ADDITION Awarded |
| U.S. Department of Education | Student Support Services | Provides opportunities for academic development, assists students with basic college requirements, and serves to motivate students toward the successful completion of their postsecondary education | Student Support Services | \$1M | 12/14/09 | Riverside | Submitted |
| U.S. Department of Education | Student Support Services | Provides opportunities for academic development, assists students with basic college requirements, and serves to motivate students toward the successful completion of their postsecondary education | Student Support Services | \$1M | 12/14/09 | Moreno Valley | Submitted |

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Master Submission Schedule for 2009-10

| Agency | Opportunity | Purpose | Initiative Met | Amount | Known or Anticipated Submission Deadline | Applicant | Result |
|--|---|--|--|-------------|--|---------------|------------------------|
| U.S. Department of Education | Student Support Services | Provides opportunities for academic development, assists students with basic college requirements, and serves to motivate students toward the successful completion of their postsecondary education | Student Support Services | \$1.1M | 12/14/09 | Norco | Submitted |
| U.S. Department of Education | Student Support Services | Provides opportunities for academic development, assists students with basic college requirements, and serves to motivate students toward the successful completion of their postsecondary education | Student Support Services (DSP&S Target Population) | \$1,192,480 | 12/14/09 | Norco | Submitted |
| Chancellor's Office | TRITECH Youth Entrepreneurship Program | To test innovative approaches to promoting healthy behaviors in youth at-risk for poor health/life outcomes | Economic Development | \$35K | 12/18/09 | District | NEW ADDITION Awarded |
| Chancellor's Office | CITD Youth Entrepreneurship Program | To test innovative approaches to promoting healthy behaviors in youth at-risk for poor health/life outcomes | Economic Development | \$35K | 12/18/09 | District | NEW ADDITION Awarded |
| Health Resources and Services Administration | Nurse Education, Practice and Retention Program | To provide support for academic, service and continuing education projects designed to strengthen the nursing workforce and improve nurse retention and quality of patient care | School of Nursing | \$999,964 | 12/22/09 | Riverside | NEW ADDITION Submitted |
| U.S. Department of Education | Institutional Eligibility (for Title V) | Eligibility Required for Title V Program | Access to all HSI Grants | N/A | 1/6/10 | Moreno Valley | NEW ADDITION Approved |

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Master Submission Schedule for 2009-10

| Agency | Opportunity | Purpose | Initiative Met | Amount | Known or Anticipated Submission Deadline | Applicant | Result |
|--|---|---|-------------------------|------------|--|---------------------------|---|
| U.S. Department of Education | Institutional Eligibility (for Title V) | Eligibility Required for Title V Program | Cooperative Application | N/A | 1/6/10 | Norco | NEW ADDITION Approved |
| U.S. Department of Education | Institutional Eligibility (for Title V) | Eligibility Required for Title V Program | Engagement Centers | N/A | 1/6/10 | Riverside | Approved |
| Carpenter Foundation | | To underwrite the Discovery Theatre Program | Performance Riverside | \$10,500 | 1/31/10 | Riverside/RCCD Foundation | Submitted |
| Health Resources and Services Administration | Nursing Workforce Diversity Program | To increase nursing education opportunities for individuals from disadvantaged backgrounds (including racial and ethnic minorities underrepresented among registered nurses) by providing student scholarships or stipends, pre-entry preparation, and retention activities | School of Nursing | ~\$279,000 | 1/20/10 | Riverside | School of Nursing Chose to Pursue the Nurse Education, Practice and Retention Grant Instead (See Above) |
| The Foundation for California Community Colleges | Unknown | FCC will be the applicant for this Chancellor's Office consortia effort in support of allied health; Moreno Valley Campus has been selected to participate along with several other colleges | Allied Health | ~\$1.2M | Initiative was expected in January 2010 | Moreno Valley | |

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Master Submission Schedule for 2009-10

| Agency | Opportunity | Purpose | Initiative Met | Amount | Known or Anticipated Submission Deadline | Applicant | Result |
|---|--|--|--|--------------|--|---|---|
| U.S. Department of Education | Talent Search | This program identifies and assists individuals from disadvantaged backgrounds who have the potential to succeed in higher education. The program provides academic, career, and financial counseling to its participants and encourages them to graduate from high school and continue on to the postsecondary institution of their choice. | Pipeline from Middle School to RCCCD via Academic and Student Support Services | \$1,100,000 | Competitions for funding are held every four years; the next deadline is expected in Winter 2010 | Riverside | City College has opted to not submit |
| U.S. Department of Education | Talent Search | | | \$1,100,000 | | Moreno Valley | DOE Announced Delay Until Fall of 2010 |
| U.S. Department of Commerce, National Telecommunications and Information Administration | Public Telecommunications Facilities Program | The purpose of this program is to support the planning and construction of public telecommunications facilities | Radio Station | Up to \$300K | 2/4/10 | Riverside | NEW ADDITION PTFP Program Officer advised that the proposed project did not fall within their funding scope |
| Kaiser Permanente | | To underwrite services for the uninsured at the Dental Hygiene Clinic | Allied Health | \$20K | 2/8/10 | RCCD Foundation for Moreno Valley College | NEW ADDITION Submitted |

District = mint color
 Riverside = turquoise color
 Moreno Valley = lavender color
 Narco = yellow color

Master Submission Schedule for 2009-10

| Agency | Opportunity | Purpose | Initiative Met | Amount | Known or Anticipated Submission Deadline | Applicant | Result |
|--------------------------------|---|---|----------------------|-----------|--|-----------|---------------------------|
| U.S. Department of Agriculture | Hispanic-Serving Institutions Education Grants Program | To promote and strengthen the ability of Hispanic Serving Institutions to carry out higher education programs that attract, retain, and graduate outstanding students capable of enhancing the nation's food and agricultural scientific and professional work force. We will partner with UCR, who will serve as the fiscal agent for the application. | STEM | \$97,941 | 2/16/10 | Riverside | UCR Submitted as the Lead |
| Chancellor's Office | Strategic Priority Leadership, Center for International Trade Development | Coordinate resources and assist in providing a system-wide response to economic and workforce development opportunities | Economic Development | \$172,500 | 2/18/10 | District | NEW ADDITION Awarded |
| Chancellor's Office | Business and Entrepreneurship Centers | To facilitate the success of business and entrepreneurship through partnership and collaborations with business, industry, education and government | Economic Development | \$205,000 | 2/18/10 | District | NEW ADDITION Not Awarded |
| Chancellor's Office | Industry-Driven Regional Collaboratives | Programs and services provided through IDRCs are strategic responses to the needs identified through statewide and regional environmental scanning processes. The grants focus resources on short-term intensive projects for high growth sectors. | Economic Development | \$200,000 | 2/18/10 | District | NEW ADDITION Not Awarded |

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 Norco = yellow color

Master Submission Schedule for 2009-10

| Agency | Opportunity | Purpose | Initiative Met | Amount | Known or Anticipated Submission Deadline | Applicant | Result |
|--|---|--|--------------------------|-----------|--|-----------|--------------------------|
| Chancellor's Office | Workplace Learning Resources | The WLR Centers serve their colleges, their community and their colleagues and build California's future workforce by providing educational programs through community colleges that are customized for the local communities that they serve | Economic Development | \$205,000 | 2/18/10 | District | NEW ADDITION Not Awarded |
| Chancellor's Office | Center for International Trade Development | Advance California's economic development and global competitiveness by providing quality training and services to small to medium sized enterprises that are potential or current exporters or importers | Economic Development | \$205,000 | 2/18/10 | District | NEW ADDITION Not Awarded |
| Chancellor's Office | Center for Applied Competitive Technologies | Strengthen California's manufacturing industries' ability to compete successfully in changing markets and the global economy. The Centers for Applied Competitive Technologies (CACTs) are dedicated to serving advance technology companies with innovative solutions that are unique and customized to businesses. | Manufacturing Technology | \$205,000 | 2/18/10 | Norco | NEW ADDITION Not Awarded |
| Foundation for California Community Colleges (for the Department of State) | California Community Colleges for Egypt | To host 50 egyptian students for one year of study | Economic Development | \$58,658 | 2/24/10 | District | NEW ADDITION Awarded |

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Master Submission Schedule for 2009-10

| Agency | Opportunity | Purpose | Initiative Met | Amount | Known or Anticipated Submission Deadline | Applicant | Result |
|---|---|---|---|-----------|--|--|--|
| U.S. Department of Commerce, National Telecommunications and Information Administration | Public Telecommunications Facilities Program | The purpose of this program is to support the planning and construction of public telecommunications facilities | Radio Station | \$316,384 | 2/26/10 for new radio stations | Norco | NEW ADDITION Submitted |
| National Science Foundation | Proactive Recruitment in Introductory Science and Mathematics | Strengthen the nation's scientific competitiveness by increasing the numbers of well-prepared, successful U.S. undergraduate majors and minors in science and mathematics | STEM (including articulation with 4-year institutions and revision of curriculum) | ~\$1.3M | 3/8/10 | Riverside | City College opted to not submit this submission cycle |
| Corporation for National and Community Service | Learn and Serve America Higher Education FY2010 | To support institutions of higher education that use innovative service-learning programming to meet the needs of local communities | Service Learning | ~\$410K | 3/9/10 | Consortia with Moreno Valley (lead) City College and Norco College | NEW ADDITION Submitted |

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 Norco = yellow color

Master Submission Schedule for 2009-10

| Agency | Opportunity | Purpose | Initiative Met | Amount | Known or Anticipated Submission Deadline | Applicant | Result |
|--|--|---|-------------------|---------------|---|---------------|-----------------------------------|
| U.S. Department of Commerce | Broadband Technology Opportunities Program (Recovery Funds) | Infrastructure development and equipment related to broadband capacity | Infrastructure | Not Specified | 3/15/10 | Riverside | City College opted to not submit |
| U.S. Department of Commerce | Broadband Technology Opportunities Program (Recovery Funds) | Infrastructure development and equipment related to broadband capacity | Infrastructure | Not Specified | 3/15/10 | Moreno Valley | Moreno Valley opted to not submit |
| California Community Colleges Chancellors Office | Enrollment Growth for Associate Degree in Nursing Programs | To support expanded capacity in the ADN program | School of Nursing | ~\$1.1M | LOI due 2/2/10 Full Proposal due 3/25/10 | Riverside | Submitted |
| Health Resources and Services Administration | ARRA Equipment to Enhance Training for Health Professionals – HCOP | This initiative is an extension of the existing Health Careers Opportunity Program, with a purpose of purchasing equipment to assist individuals from disadvantaged backgrounds to undertake education to enter a health profession | Allied Health | \$300K | Two-phase submission 3/26/10 and 4/26/10 | Moreno Valley | NEW ADDITION In Progress |

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Master Submission Schedule for 2009-10

| Agency | Opportunity | Purpose | Initiative Met | Amount | Known or Anticipated Submission Deadline | Applicant | Result |
|--|--|--|-------------------|----------------------|--|---------------|---|
| Health Resources and Services Administration | ARRA Equipment to Enhance Training for Health Professionals – NEPR | This initiative is an extension of the existing NEPR program, with a purpose to strengthen capacity for basic nurse education, practice and retention. In general, it supports the purchase of equipment for projects that are designed to strengthen the nursing workforce. | School of Nursing | \$300K | Two-phase submission 3/26/10 and 4/26/10 | Riverside | NEW ADDITION In Progress |
| U.S. Department of Education | Fund for the Improvement of Postsecondary Education | A congressionally-directed earmark for the development of curriculum at Ben Clark Training Center | Public Safety | \$600K | 4/9/10 Artificial Deadline | Moreno Valley | NEW ADDITION Will be Submitted in Summer 2010 |
| National Science Foundation | Advanced Technological Education - Project Category | With an emphasis on two-year colleges, the Advanced Technological Education (ATE) program focuses on the education of technicians for the high-technology fields that drive our nation's economy. The program involves partnerships between academic institutions and employers to promote improvement in the education of science and engineering technicians at the undergraduate and secondary school levels. | Green Technology | Request for Comments | 4/22/10 | Norco | Norco College has advised that it will not submit |
| National Science Foundation | Advanced Technological Education - Project Category | | STEM/CSI | Request for Comments | 4/22/10 | Riverside | NEW ADDITION |

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Master Submission Schedule for 2009-10

| Agency | Opportunity | Purpose | Initiative Met | Amount | Known or Anticipated Submission Deadline | Applicant | Result |
|--|---|--|------------------------|----------------------|--|--|--------------------------|
| National Science Foundation | Advanced Technological Education - Project Category | With an emphasis on two-year colleges, the Advanced Technological Education (ATE) program focuses on the education of technicians for the high-technology fields that drive our nation's economy. The program involves partnerships between academic institutions and employers to promote improvement in the education of science and engineering technicians at the undergraduate and secondary school levels. | CIS | Request for Comments | 4/22/10 | Riverside | |
| Health Resources and Services Administration | Health Care and Other Facilities | Congressionally-directed funding for the purchase of allied health program equipment | Allied Health | \$148,500 | 4/30/10 | Moreno Valley | NEW ADDITION In Progress |
| U.S. Department of Education | ARRA Investing in Innovation Fund (i3) | To expand the implementation of innovative practices that are demonstrated to have an impact on improving student achievement or student growth, closing achievement gaps, decreasing dropout rates, increasing high school graduation rates, or increasing college enrollment and completion rates | Student Support | \$5M | 5/11/10 | Moreno Valley | NEW ADDITION In Progress |
| U.S. Department of Education | Emergency Management for Higher Education | Funds higher education institution projects to develop, or review and improve, and fully integrate all-hazards campus-based emergency management planning efforts | Emergency Preparedness | Up to \$500K | 5/12/10 | We will submit as a consortia of three separate colleges | NEW ADDITION In Progress |

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Master Submission Schedule for 2009-10

| Agency | Opportunity | Purpose | Initiative Met | Amount | Known or Anticipated Submission Deadline | Applicant | Result |
|------------------------------|--|---|-------------------------|-----------|---|-----------|---|
| U.S. Department of Education | Title V Cooperative | Developing Hispanic Serving Institutions grant | Arts and Media | \$3.5M | Anticipated deadline date is mid-May 2010 | Norco | NEW ADDITION In Progress |
| U.S. Department of Education | Title V | Developing Hispanic Serving Institutions grant | Engagement Centers | \$2.8M | Anticipated deadline date is mid-May 2010 | Riverside | In Progress |
| National Science Foundation | Course, Curriculum, and Laboratory Improvement | The Course, Curriculum, and Laboratory Improvement (CCLI) program seeks to improve the quality of science, technology, engineering, and mathematics (STEM) education for all undergraduate students. The program supports efforts to create, adapt, and disseminate new learning materials and teaching strategies, develop faculty expertise, implement educational innovations, assess learning and evaluate innovations, and conduct research on STEM teaching and learning. | STEM | \$200,000 | Expected to be in May 21, 2010 for phase 1 projects | Riverside | City College has opted to not submit in this cycle |
| National Science Foundation | Course, Curriculum, and Laboratory Improvement | disseminate new learning materials and teaching strategies, develop faculty expertise, implement educational innovations, assess learning and evaluate innovations, and conduct research on STEM teaching and learning. | STEM | \$200,000 | Expected to be in May 21, 2010 for phase 1 projects | Norco | Norco College has opted to not submitted this cycle |
| U.S. Department of Education | Child Care Access Means Parents in School | This program supports the participation of low-income parents in postsecondary education through the provision of subsidized campus-based child care services | Early Childhood Studies | \$300,000 | 5/8/10 | Riverside | No competition in 2010 DOE to fund down the 2009 slate to make a few new awards in FY 2010 |

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Master Submission Schedule for 2009-10

| Agency | Opportunity | Purpose | Initiative Met | Amount | Known or Anticipated Submission Deadline | Applicant | Result |
|-------------------------------------|--|---|-------------------------------|---------------------------|--|---------------------------|---|
| National Endowment for the Arts | Challenge America: Reaching Every Community Fast-Track Review Grants | The Challenge America: Reaching Every Community Fast-Track Review Grants category offers support primarily to small and mid-sized organizations for projects that extend the reach of the arts to underserved populations -- those whose opportunities to experience the arts are limited by geography, ethnicity, economics, or disability | Performance Riverside | \$10,000 | Not announced but expected to be 5/28/10 | Riverside/RCCD Foundation | |
| Economic Development Administration | EDA American Recovery Funding | To promote comprehensive, entrepreneurial and innovation-based economic development efforts to enhance the competitiveness of | Various High-Skill, High Wage | To Be Negotiated | Rolling through 6/30/10 | Riverside | Wilfred Marshall, Regional EDA |
| (EDA) | EDA American Recovery Funding | regions, resulting in increased private investment and higher-skill, higher-wage jobs in regions that have experienced sudden and | Wage | With | Rolling through 6/30/10 | Moreno Valley | Manager told us they did not receive the funds they expected and advised that we should not apply |
| Department of Commerce | EDA American Recovery Funding | severe economic dislocation and job loss due to corporate restructuring | Industry Sectors | Local/Regional EDA Office | Rolling through 6/30/10 | Norco | |
| Bank of America | Arts and Culture | Neighborhood improvement through focus on areas such as education, community development/ neighborhood preservation, arts and culture, and health and human services | Performance Riverside | \$10,000 | Ongoing | Riverside/RCCD Foundation | Awarded |

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Foundation Grants for Potential Inclusion in the Master Submission Schedule for 2009-10

| Agency | Opportunity | Initiative Met | Amount | Known or Anticipated Submission Deadline | Comments | Result |
|---------------------|-----------------|------------------|--|--|--|---|
| Kresge Foundation | Challenge Grant | Aquatics Complex | \$500K+ | February, May, August, November | The appropriate time to submit a letter of intent for a Challenge grant is when your organization has raised initial private gifts, including some lead gifts, toward your private capital campaign fundraising goal. Initial approach: Letter or proposal. Board meeting dates: March, June, September and December. Deadline: None. Final notification: Generally within 4 to 6 months; decisions announced after each board meeting, applicants notified in writing. | Letter of Intent was submitted in December and resulted in an invitation to apply for \$250K in fall 2010 |
| Weingart Foundation | Capital Fund | Aquatics Complex | Will fund construction, 10% of total | Rolling | For specific projects with capital expenditures. Funding is available to support land, facility, equipment purchases, renovations, or new construction. For new construction and major renovation projects, grant amounts will generally not exceed 10% of a total capital budget, and in the case of very large projects, the percentage is likely to be considerably less. For large capital campaigns, an application will generally only be invited for projects that have raised a substantial amount of their fundraising goal, and are either in construction or have a firm construction start date. The Foundation accepts and processes grant requests through our Regular Grant Program throughout the year with no deadlines. Applying to our Regular Grant Program involves a two-step application process. | Request to be delayed to accommodate Aquatics request |
| Weingart Foundation | Capital Fund | Nursing and Arts | budget, must have a large portion already funded | Rolling | | Request to be delayed to accommodate Aquatics request |
| Weingart Foundation | Capital Fund | Allied Health | ~\$250K | Rolling | | Request to be delayed to accommodate Aquatics request |

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Foundation Grants for Potential Inclusion in the Master Submission Schedule for 2009-10

| Agency | Opportunity | Initiative Met | Amount | Known or Anticipated Submission Deadline | Comments | Result |
|--------------------------------|-------------|------------------|--------------|--|---|--------|
| LA84 | N/A | Aquatics Complex | \$100-\$250K | March 13 July 10 October 9 (if not submitted in September 2009) | The LA84 Foundation accepts proposals at any time on a first-come, first-served basis. Please keep in mind that the Board of Directors meets three times per year and it takes months to process an application. For time-sensitive programs beginning between June and September, the grant proposal should be received no later than March 13; for programs beginning between October and December, the grant proposal should be received no later than July 10; for programs beginning between January and May, the grant proposal should be received no later than October 9. | |
| California Wellness Foundation | Various | Allied Health | ~\$100K+ | Rolling | Program directors review letters of interest on an ongoing basis. | |
| California Wellness Foundation | Various | Nursing | ~\$100K+ | Rolling | Program directors review letters of interest on an ongoing basis. | |
| The California Endowment | Various | Allied Health | ~\$100K+ | Rolling | No deadlines | |
| The California Endowment | Various | Nursing | ~\$100K+ | Rolling | No deadlines | |

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RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES COMMITTEE

Report No.: III-E-1

Date: May 18, 2010

Subject: Capital Project Management System with Logic Domain

Background: On March 20, 2007, the Board of Trustees approved an agreement using Measure C funds in the total amount of \$133,500 with Logic Domain to provide hardware, software, standard installation, set up, training and three years of support and maintenance for a Capital Project Management System (CPMS). The CPMS is a user-friendly system that allow the District to manage and control individual projects from planning and budgeting through design and construction.

Currently, the CPMS is mainly used within the office of Facilities Planning, Design and Construction. Considering the numerous construction projects planned for by the District (current and future), the CPMS is an effective system to help manage and control projects. Staff now requests approval of Amendment No. 1 with Logic Domain in the total amount of \$28,125 for an additional three years (\$9,375 annually) of ongoing support and maintenance for the Capital Project Management System. Attached is the amendment for the Board's review and consideration. The agreement with Logic Domain, including this amendment and reimbursable expenses, totals \$161,625.

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

Recommended Action: It is recommended that the Board of Trustees approve Amendment No. 1 with Logic Domain in an amount not to exceed \$9,375 annually for the next three years, totaling \$28,125 for ongoing support and maintenance for the Capital Project Management System; and authorize the Vice Chancellor, Administration and Finance to sign the amendment.

Gregory W. Gray
Chancellor

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

FIRST AMENDMENT TO AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
LOGIC DOMAIN
(*Capital Project Management System*)

This document amends the original agreement between the Riverside Community College District and LPA, which was approved by the Board of Trustees on March 20, 2007.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$9,375 annually, not to exceed \$28,125 for the next three years, including reimbursable expenses. The term of this agreement shall be from May 1, 2010, to the estimated completion date of May 1, 2013. Payments shall be paid annually 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.

LOGIC DOMAIN

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____

Jay Hedjazi
Principal
9 Paine Ave.
Irvine, CA 92614

By: _____

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Project: Capital Project Management System – Amendment No. 1



Enterprise Application Integration
Collaborative Planning Tools
Internet Application Development

Compass V8 – Capital Project Accounting/Management System

Web-based Application for Facilities Development and Planning, Design and Construction Offices

Brief:

Compass has been developed for school district capital program administrators to better control their projects through detail tracking of budget, cost and scheduling and sharing reports with peers, board members and other stakeholders. Designed and developed in collaboration with Architects, Capital Program Administrators, Directors and Project Managers at the University of California, California State University, Community Colleges and Unified School District offices.

Compass is the ONLY facilities life-cycle application available for Districts to effectively manage and save District dollars while being transparent and accountable for public funds expenditures.

It's Project Management from the Owner's perspective!

Features and Benefits

- Budgeting project accounts and sub-accounts
- Scheduling Study, Planning, Working/Drawings, Construction and Equipment phases
- Forecasting cost (potential change orders and time slippages)
- Complete cost accounting (Encumbrances, invoice payments and other charges)
- Construction module (Request For Information, Bulletins, Submittals, Field order, Change orders) available online to contractors, architects and engineers for document control
- Work order system and task assignment
- Project Calendaring
- Vendors full project activity reporting
- Multiple Prime contractors project activity breakdown and roll ups
- Executive reports include Project Status Reports and Workload distribution
- Account permissions control for multiple user access
- Multi-level password and IP security access and restriction
- Capability to bridge to other control systems such as Peoplesoft and Banner system for monthly reconciliation
- Provides electronic project document repository
- Google Maps connectivity for project locations and site map and real-time onsite camera monitoring

Potential users of the system include:

- ✓ Capital Program Administrators
- ✓ Directors of Facilities Planning, Design and Construction
- ✓ Project Managers
- ✓ Project Sponsors
- ✓ Governing Board Members (limited access)
- ✓ Oversight Committee (limited access)
- ✓ General Public (limited access)

Exhibit I (continued)



Enterprise Application Integration
 Collaborative Planning Tools
 Internet Application Development

Riverside Community College District

| Item | Description | Cost |
|---------------|--|---------------------|
| | Complete web-based capital project control includes following modules: | \$ 0 |
| Software | > Budgeting project accounts and sub-accounts | |
| | > Scheduling SPWCE phases | |
| | > Forecasting cost (potential change orders and time slippages) | |
| | > Complete cost accounting (Encumbrances, invoice payments and other charges) | |
| | > Timesheet tracking module | |
| | > Construction module (RFI, Bulletins, Submittals, Field order, Change orders) | |
| | Available online to contractors, architects and engineers for document control | |
| | > Work order system and task assignment | |
| | > Vendors full project activity reporting | |
| | > Multiple Prime contractors project activity breakdown and roll ups | |
| | > Project Number, Job number, Phase, Funding source, Individual contract reporting | |
| | > Executive reports include Project Status Reports and Workload distribution | |
| Support | Annual Basic Support & Maintenance Package includes: | |
| | > Department users support with issues accessing the application and the Compass information | \$12,500 |
| | > Monthly Compass data backup | |
| | > Microsoft Server 2003, SQL server 2005 and Coldfusion server MX7 patches and updates from the software manufacturer | |
| | > Application anomalies fixes due to technological changes | |
| | > Additional minor requested reports to be added to the system | |
| | > Continuous monitoring of the application via automatic alerts | |
| | > 4 hour response time to issues | |
| | > New staff training | |
| | > New upgrades are included as new features are added to the system | |
| | Preferred client 25% discount | (\$3,125.00) |
| | Total Cost | \$ 9,375.00 |
| Special Notes | The 25% discount is due to State's economic downturn. This is a small token of Logic Domain's appreciation for previous business from RCCD and our small contribution to the California's economic recovery. | |

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES COMMITTEE

Report No.: III-E-2

Date: May 18, 2010

Subject: Project Labor Agreement Administration

Background: On December 15, 2009, the Board of Trustees was presented with a draft Project Labor Agreement (PLA) for review and consideration. After discussion, the Board directed the Chancellor to enter into negotiations with the labor union(s) to finalize a PLA. On March 16, 2010, the Board of Trustees was presented with the final draft of the PLA for consideration and approval. After consideration, the Project Labor Agreement was approved by the Board of Trustees.

On March 25, 2010, the office of Facilities Planning, Design and Construction (FPDC) advertised a Request for Qualifications (RFQ) for PLA Administration. As required by Riverside Community College District's PLA, an administrator must be hired to ensure contractors comply with the agreement requirements, mediate disputes between the subcontractor and labor groups, and help develop and monitor employment and training programs. The RFQ is attached for the Board's review. Stated within the RFQ, the PLA Administrator will properly administer the PLA to ensure that District projects are completed at the lowest reasonable cost; by the highest quality and most professional work force; and in a timely manner without labor disruptions such as strikes, lockouts or slowdowns. The PLA Administrator will facilitate pre-bid and pre-construction meetings, support the dispute resolution, and otherwise maximize labor harmony and stability throughout the duration of Measure C capital construction projects costing over \$1 million.

On April 23, 2010, the District received Statements of Qualifications in response to the RFQ for Project Labor Agreement Administration. On May 3, 2010, presentations/interviews were conducted with the qualified firms and the Project Labor Agreement Administrator Selection Committee (PLAASC). The PLAASC was comprised of the District's Director of Contracts, Compliance and Legal Services, College Vice Presidents of Business Services, a FPDC District Capital Program Administrator, a City of Riverside Business Owner, a representative from Merit Shop Contractors and a representative from the Riverside/San Bernardino Counties Building and Construction Trade Council.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES COMMITTEE

Report No.: III-E-2

Date: May 18, 2010

Subject: Project Labor Agreement Administration (continued)

On May 18, 2010, staff will present to the Board of Trustees the recommended Riverside Community College District's PLA Administrator firm. Staff also requests the Chancellor be given the authority to negotiate contract terms in line with those outlined in the RFQ and the final fee with the recommended firm. This PLA Administration agreement will be submitted for ratification by the Board of Trustees in June.

Recommended Action: It is recommended that the Board of Trustees approve the Riverside Community College District's Project Labor Agreement Administration firm; request the Chancellor be given the authority to negotiate the contract terms outlined within the Request for Qualifications; and authorize the Chancellor to negotiate the final fee.

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

Request for Qualifications PROJECT LABOR AGREEMENT ADMINISTRATION

Information Package

March 25, 2010

The Riverside Community College District's (RCCD) Facilities Planning, Design and Construction (FPDC) office, on behalf of the RCCD Board of Trustees is seeking to identify qualified consultants that can, if selected, provide Project Labor Agreement Administration.

Questions should be addressed to: Michael J. Stephens, AIA, Capital Program Administrator for Facilities Planning, Design and Construction at (951) 222-8946.

Statements of Qualification (SOQ) must be received by 2:00 P.M., on April 23, 2010, at the District's Purchasing Office, Attention:

Purchasing Office
Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506-1299

NO LATE SUBMISSIONS WILL BE ACCEPTED; LATE SUBMISSIONS WILL BE RETURNED UNOPENED.

The Riverside Community College District is located in the County of Riverside, in what is referred to as the Inland Empire, the fastest growing area in California. In the past eight years the District has grown by more than 50% in Weekly Student Contact Hours (WSCH). The District operates three separate campuses: Riverside Campus, Moreno Valley Campus, and Norco Campus, and four other Learning Centers in the surrounding communities. The District serves 38,395 students each semester.

The Riverside Campus is the oldest of the campuses and is the site of the original college. Located in the City of Riverside, the campus opened in 1916 and today serves more than 23,522 students each semester and has 52 buildings and a Systems Office Building in downtown Riverside.

Located in the City of Moreno Valley, the Moreno Valley Campus opened in 1991 and serves more than 9,407 students each semester and has 31 buildings. It is also operates three off site learning centers.

Since opening in March 1991, the Norco Campus has grown to serve more than 10,792 students, has 20 buildings, and is in the planning stages for additional off-site Learning Centers in order to serve.

A. SELECTION PROCESS

Following the Statement of Qualification submittal deadline, those firms selected as "short-list" District Consultation Firms will be required to attend a mandatory Pre-Interview Introduction Conference. The

conference will be held with the intended purpose of introducing those firms to the District primary contacts and provide information about the expectations required of the selected firm.

Only those firms selected to participate in the Pre-Interview Introduction Conference and subsequent interviews will be considered for District Consultation Services.

1. The District will solicit Statement of Qualifications from prospective firms.
2. The District will screen proposals and establish a short list of “finalists” to be interviewed.
3. The District will conduct a Pre-Interview Introduction Conference.
4. The District will conduct interviews of the finalist(s).
5. The District will negotiate fees and agreed upon services.
6. Committee will recommend appointment of the firm to the Board of Trustees.
7. Upon action by the Board, District will execute agreement with the firm.

The following RFQ Process/Interview Schedule is provided as a courtesy, and is subject to change at the discretion of the District:

| Task | Date |
|---------------------------------|----------|
| RFQ Issue Date | 03/25/10 |
| Requests for Clarifications Due | 04/16/10 |
| RFP Response Due Date | 04/23/10 |
| Presentation/Interview | 05/03/10 |

B. OVERVIEW

In March 2004, the voters approved Measure C, a bond designed to implement a capital improvement program for the Riverside Community College District (RCCD). This bond measure approved a \$350 million building program for the colleges.

The RCCD Board of Trustees subsequently adopted a Resolution to use a Project Labor Agreement (PLA) for the Measure C capital improvement program. This applies to projects utilizing \$1 million or more of Measure C monies. A copy of the district’s PLA is attached for reference and is identified as Exhibit I.

The FPDC office is seeking qualified Project Labor Agreement Administration Services firms that can assist the Riverside Community College District’s FPDC staff in implementation, administration, and performance of services to ensure compliance with the Board of Trustees adopted Project Labor Agreement. The Consultant shall administer and oversee the PLA to ensure compliance by its contractors, subcontractors and others. Proper administration of the PLA is necessary to ensure that RCCD projects are completed at the lowest reasonable cost; by the highest quality and most professional work force; and in a timely manner without labor disruptions such as strikes, lockouts or slowdowns.

C. SCOPE OF SERVICES

The role of the PLA Administrator is to ensure that standard application and enforcement of the Project Labor Agreement is continuing on all already covered projects and to promote the exchange of information between the unions and the contractors, facilitate pre-bid and pre-construction meetings, support the dispute resolution, and otherwise maximize labor harmony and stability throughout the duration of the projects. The PLA Administrator will advise both unions and contractors as to the appropriate manner for each party's implementation of the Project Labor Agreement. Outlined below are the required steps/activities required to administer the Project Labor Agreement:

1. Develop Project Labor Agreement Administrative Structure.
 - a. Prepare and Issue Labor Relations Guidelines:
 - i. Manual on interpretation and application of the PLA for Contractors to use as a guide.
 - ii. Brief synopsis and major components of PLA.
 - b. Establish reporting communication lines for the program with:

RCCD

- i. Pre-bid and pre-construction meetings held with RCCD project staff and bidding contractors.
- ii. Assist RCCD with contract language relating to the PLA (as-needed).
- iii. Status on routine labor relations issues; grievances, safety issues, manning, etc.

CONTRACTORS

- i. PLA interpretations relevant to jobsite operations at Bidders Conference.
- ii. Questions and answers to issues arising on the jobsite.
- iii. Establish pre-job conference with unions.
- iv. Prepare PLA materials for bid packages and pre-bid meetings.
- v. Structure for contractors to obtain answers to "Frequently-Asked Questions".
- vi. Attend pre-bid meetings to receive questions, provide overview of PLA and issue a handout.
- vii. Issue PLA contract interpretations and clarifications.
- viii. Maintain log of PLA interpretations and clarifications.
- ix. Maintain grievance log and status.
- x. Provide advice to contractors on how the PLA applies to particular facts as situations arise.

UNIONS

- i. Establish initial meetings with San Bernardino and Riverside County Building and Construction Trades Council.
- ii. Set schedule and agenda for monthly Labor-Management meetings.
- iii. Attend Building Trades Council meetings as required to discuss any safety issues or labor-management developments.
- iv. Establish pre-job conferences with contractors.

2. Implement Project Labor Agreement Administration
 - a. Provide guidance to contractors on the PLA and its operation. Assure contractor compliance with obligations under the PLA.
 - b. Establish monthly labor-management meetings.
 - c. Communicate with the unions on interpretation issues and field questions concerning jobsite issues.
 - d. Oversee grievance activity. Serve as advisor to contractors in responding to grievances, jurisdictional disputes, or jobsite controversies.
3. RCCD Interface and Reporting
 - a. Provide reports to RCCD on issues and developments under the PLA (as requested). Address issues that have been raised by the unions.
 - b. Provide any other information or communications on progress under the PLA to RCCD.
 - c. All reports will be reviewed with the Contractor to assure complete RCCD requirements.
 - d. Attend RCCD management meetings as directed.
4. Daily Construction Site Labor Relations Activities
 - a. Initial briefing and coordination with contractors.
 - b. Perform daily jobsite reviews.
 - i. Monitor union and contractor relationships, working conditions and contractor practices.
 - ii. Escort Union representatives during the on-site visits.
 - iii. Confer with Contractors.
 - iv. Anticipate needs and issues, e.g., manpower, jurisdictional assignments, disputes, and referral questions, etc.
 - v. Advise contractor site representatives on PLA provisions.
 - c. Attend local Building Trades Council meetings, as required.
 - d. Attend and Co-Chair Labor – Management meetings.
5. Monitor Safety Issues on Project and Compliance with Project Labor Agreement.
 - a. Interface with safety support on-site (as needed).
 - b. Coordinate safety issues in PLA with RCCD, Contractor and Organized Labor.
 - c. Establish and co-chair the Labor – Management Safety Committee.
6. Work Assignment Issues and Jurisdictional Dispute Processing.
 - a. Familiarize contractors with PLA work assignment rules and assure contractor understanding and adherence to appropriate jurisdictional practices and rules.
 - b. Advise contractors on work assignments.
 - c. Assist contractors in meetings with disputing unions. Consult or involve International Union representatives, where necessary and appropriate.
 - d. Assist contractors and participate, where appropriate, in the National Impartial Board hearings or arbitration proceedings.
7. Labor Management Meeting Activities.

- a. Co-Chair Labor – Management meetings.
 - b. Develop meeting agenda with the Union’s input.
 - c. Assign or perform necessary follow-up on action items from the meeting.
 - d. Report to RCCD on Labor – Management meeting activities.
8. Labor – Management Meeting Activities.
- a. Co-Chair Labor – Management meetings.
 - b. Develop meeting agenda with the Union’s input.
 - c. Assign or perform necessary follow-up on action items from the meeting.
 - d. Report to RCCD on Labor – Management meeting activities.
9. Work Disruption Response.
- a. Maintain no strike provisions of PLA.
 - b. Maintain lines of communication with unions, international unions, attorneys, and RCCD of any potential work disruption.
10. Miscellaneous Matters.
- a. Prepare reports of activities to RCCD as requested (cases on Project Labor Agreement’s, jurisdictional or grievance decisions, OSHA, inspections, citations, National Labor Relations Board cases, etc.).
 - b. Monitor craft availability and skill levels for forecasting program requirements (as needed).
 - c. Maintain open and regular communications with local union representatives, and regional representatives.
11. Community Outreach.
- a. Assist in establish information/outreach centers.
 - b. Establish coordinating relationship with local public agencies and community base organizations.
 - c. Determine resources needed for implementation.
 - d. Identify availability of local workers and apprentices.
 - e. Identify capacity of local community based organizations and technical assistant organizations.
 - f. Coordinate with RCCD to size bid packages to match local capacity.
 - g. Identify opportunities for Small Business Development Program.
 - h. Coordinate with community and Outreach efforts, and their interface with the PLA.
 - i. Review craft apprenticeship programs – apprentice levels, training progress, access of community groups, for the purpose of maximizing the participation to the program of local residents.
12. Home Office Administration.
- The Contractor’s Home Office Labor Relations Support Staff roles and responsibilities are as follows:
- a. Primary point of contact for RCCD.
 - b. Provide home office technical support, as needed, to the Program.
 - c. Overall responsibility for negotiating and administering the PLA.

- d. Establish labor relations procedures and policies for RCCD Construction Projects covered by the Project Labor Agreement.
- e. Interface with the National Building Trades Council and the General Presidents of International Unions signatory to the Project Labor Agreement.
- f. Establish and act as direct liaison in all communications with organized labor.
- g. Monitor the contract between the RCCD and Contractor.

D. PROGRAM REPORTING

The Project Labor Agreement Administrator (PLAA) will prepare monthly reports to the RCCD detailing its Project Labor Agreement monitoring and other labor compliance activities. In addition, the PLAA will prepare quarterly reports about apprentice utilization and the training and employment of RCCD service area residents. Finally, the PLAA will prepare all annual and project completion reports required by the DIR-approved LCP.

E. SCHEDULE

The proposed term of the contract is June 2010 through conclusion of the projects covered under the PLA (estimated to be June 2015).

E. RFQ RESPONSE REQUIREMENTS

In order to be considered for selection, the response to this RFQ shall provide the information necessary for evaluation of your firm/team. The District intends to select a firm that has demonstrated significant experience in higher education facilities of similar size, scope and complexity. The information below describes the criteria that will impact the selection committee's decision.

1. Cover Letter
Provide a cover letter expressing interest, availability to provide services and a summary of the firm's qualifications.
2. Firm Profile
Provide a brief description of your firm's history, firm size, office location(s), and your firm's capabilities to perform the requirements of this scope of work. Demonstrate the firm's knowledge of and experience with innovative and progressive educational facilities.
3. Experience
Describe the firm's experience with PLA administration for higher education projects of similar size and complexity. Highlight three projects that demonstrate the firm's PLA administration experience and ability to complete the services identified in this RFQ.
4. Team Members Experience
Provide a list of key personnel along with a staffing plan, to be assigned to the PLA including their roles and responsibilities directly related to PLA administration. Include individual's qualifications and project PLA experience. Describe each team member's experience with higher education PLA administration.

5. Technical Approach and Philosophy
Describe your technical approach and philosophy in implementing this PLA.
6. Project Fee Structure
Provide hourly rates for all to be assigned to the PLA, and provide summary of anticipated costs and hours for entire effort required, as outlined within this RFQ, to administer the PLA.
7. Additional Information
Provide any additional information or suggestions you believe would assist the District in consideration of your firm for this service.

F. MINIMUM REQUIREMENTS

Respondents must have 5 years experiences successfully administering PLA's and ensuring proper implementation of the terms and conditions of PLA's. The respondent must have demonstrated experience in dispute resolution between contractors and unions. The Consultant must have demonstrated ability with training contractors and unions to educate and ensure understanding and compliance with PLA's.

G. RFQ SUBMITTAL REQUIREMENTS AND REQUESTS FOR CLARIFICATION

The individual or official of the firm who has the power to bind the firm contractually must sign the RFQ.

Interested firms should submit eight (8) copies of their bound proposal, including one original with original signatures, to RCCD by the due date. Proposals should be clearly labeled "Request for Qualifications PROJECT LABOR AGREEMENT ADMINISTRATION" and delivered to RCCD.

Firms requesting clarification pertaining to the RFP must submit all requests by 3:00 p.m., April 16, 2010 via email to Michael Stephens, at Michael.Stephens@rcc.edu. As appropriate, RCCD will respond to questions. Answers will be posted on its website in the form of an addendum to the RFP.

H. BASIS OF AWARD AND RFQ MODIFICATION

The RFQs will be evaluated based on each firm's qualifications, relevant experience with similar work, and location. This Request for Qualifications does not commit the District to awarding a Contract, to paying any costs incurred in the preparation of the submittal for this request, or to procuring or contracting for services. The District reserves the right to cancel in whole or in part this RFQ, to reject any and all submittals, to accept the firm it considers most favorable to the District's interest in its sole discretion, and to waive irregularities or informalities in any submittal. The District also reserves the right to reject all submissions and seek new submissions when such procedure is considered by it to be in the best interest of the District. The District further reserves the right to withdraw, modify or discontinue this RFQ process at any time. If one of these events should occur, participating candidates will be notified as soon as practically possible. The District may at its option revise the schedule of events or anticipated date of award or may request further information from any firm.

All submissions become the property of the Riverside Community College District. Proposals must be valid for a period of at least twelve (12) months from the closing date and the time of this RFQ. Proposal may not be withdrawn after submission date.

I. AGREEMENT

The firm selected by the District to perform the services outlined in this RFQ will be required to execute an Agreement for Professional Services (attached as Exhibit II) with the RCCD. Attention will be directed at the time of contract negotiation to the types and amounts of insurance that the selected firm will be required to maintain under the Agreement with the District.

J. FEE

The District will arrive at an approved "Final Shortlist – Project Labor Agreement Administration". Fees will be negotiated following the tentative selection of a firm to perform Consultant Services on the project. If fee negotiations with that firm are not successful, and/or the fees discussed are outside the budgetary constraints for the project, the District reserves the right to suspend negotiations with that firm, and proceed to negotiate with another firm on the shortlist.

K. CONFIDENTIALITY

The California Public Records Act (Cal. Govt. Code Sections 6250, et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to these specifications, protest or any other written communication between the District and Proposer shall be available to the public.

If the Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the District withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal or Bid as confidential. Additionally, Proposer may not designate its Price Proposal or other Proposal Forms as confidential.

If Proposer requests that District withhold from disclosure information identified as confidential and District complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless District from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Proposer information), and pay any and all cost and expenses related to withholding Proposer information. Proposer shall not make a claim, sue or maintain any legal action against District or its directors, officers, employees or agents in connection with the withholding from disclosure of Proposer information.

If the Proposer does not request that the District withhold from disclosure information identified as confidential, the District shall have no obligation to withhold the information from disclosure and may release the information sought without liability to the District.

L. INSURANCE

The selected Consultant shall, at all times during the term of the Agreement, carry, maintain and keep in full force and effect, a policy or policies of Comprehensive General and Professional Liability Insurance in accordance with District Policy, with minimum limits of \$1,000,000 each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by the Consultant. In addition, Workers' Compensation Insurance coverage shall be in accordance with the requirements of the State of California.

Exhibit I

RIVERSIDE COMMUNITY COLLEGE DISTRICT

MEASURE "C" FACILITIES

PROJECT LABOR AGREEMENT

Can be found at the following link:

http://www.rcc.edu/administration/board/2010-2011/march2010/II-G_backup1.pdf

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES COMMITTEE

Report No.: III-E-3

Date: May 18, 2010

Subject: Alumni House Garage Restoration

Background: Riverside Community College District's (RCCD) Alumni House located on Ramona Drive across from the Riverside City College was built in 1913 and is considered a historical landmark. Currently, the RCCD Foundation offices reside in the Alumni House and use the garage as the District photography studio and storage area. The garage has experienced significant dry-rot within the roof. The District's Facilities Maintenance and Operations department has maintained the roof; however, now the deteriorated roof structure requires considerable expenditures to repair the structure and protect life and property.

This historic garage requires complete replacement and restoration of the existing roof. The garage must be reframed and reroofed to match the original historic appearance. Existing walls of the building will remain as is, and are assumed to be structurally acceptable.

Staff therefore requests approval of an agreement with Broeske Architects & Associates, Inc. to provide design services for the Alumni House Garage Restoration. Services provided by the architect would include; generating plans and elevations, preparing complete architectural and structural construction documents, submitting drawings to the Cultural Heritage Board for approval, and also submitting plans to the City of Riverside Building Department for review and approval. The agreement with Broeske Architects & Associates, Inc. is in an amount not to exceed \$16,000. Photos and agreement is attached for the Board's review and consideration. Once the design is complete, staff will present the Board with the final design for review and approval.

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

Recommended Action: It is recommended that the Board of Trustees approve an agreement with Broeske Architects & Associates, Inc. in an amount not to exceed \$16,000 for RCCD's Alumni House Garage Restoration; and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Gregory W. Gray
Chancellor

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

ARCHITECTURAL SERVICES AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
And
BROESKE ARCHITECTS & ASSOCIATES, INC.

This AGREEMENT is made and entered into on the 19th day of May, 2010, by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT", and BROESKE ARCHITECTS & ASSOCIATES, INC., 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 ALUMNI HOUSE GARAGE RESTORATION, hereinafter referred to as "PROJECT", located at 3564 Ramona Drive, Riverside, California in the DISTRICT; and

WHEREAS, ARCHITECT understands that 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.

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, and public utilities, as well as City of Riverside Building construction approvals.
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 provide historical renovation specialists required for the facade restoration, as directed by the DISTRICT.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.

21. 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.

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

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

24. 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 City of Riverside and the Cultural Heritage Board.

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 in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

25. Design Development Phase (Preliminary Plans)

a. Upon approval by the DISTRICT of the services set forth in Article II, paragraph 24, 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 the City of Riverside and the Cultural Heritage Board.

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.

26. Construction Document Phase (Final Plans)

a. The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents (in most recent AutoCAD format) 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 City of Riverside and the Cultural Heritage Board 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 City of Riverside and the Cultural Heritage Board 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 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.

d. 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.

27. 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 and 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.

28. Construction Phase

- a. The Construction Phase will commence with the award of the Construction Contract to Contractor.
- b. The ARCHITECT shall reproduce fifteen (15) 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; 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.
- 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 evaluate and make written recommendations regarding Contractor's proposals for possible change orders. ARCHITECT shall, at ARCHITECT's expense, prepare a set of reproducible record drawings showing significant change in the work made during construction based on marked-up prints, 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 the City of Riverside and the Cultural Heritage Board, 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 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 an AutoCAD file of all as-built conditions at no additional cost.

v. Although not a DSA project, 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.

29. PROJECT Close-Out

a. 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.

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

- (i) Copy of the Notice of Completion.
- (ii) Verified Reports of Testing and Inspections as specified on The approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
- (iii) Weighmaster's Certificate (if required by approved drawings And specifications).
- (iv) Verification by the City Inspector 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 service 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 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.

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 in an amount not to exceed Fourteen Thousand, Five Hundred Dollars (\$14,500) and shall be paid 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.

Design Development: 15% of estimated Architect Fee.

Construction Documents: 40% of estimated Architect Fee, to be paid monthly (Based on actual level of completion.)

City of Riverside/

Cultural Heritage Board Approval: 5% of estimated Architect fee.

Bidding Phase: 3% of estimated Architect fee.

Construction Admin: 25%, to be paid monthly based on actual level of completion. (Based on accepted bid.)

Occupancy Approval Notice: 2% of estimated Architect fee.

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 One Thousand, Five Hundred Dollars (\$1,500), 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, 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.

BROESKE ARCHITECT &
ASSOCIATES, INC.

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____

James L. Broeske
Principal
4344 Latham Street, Ste. 100
Riverside, CA 92501

By: _____

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Attachment A



RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES COMMITTEE

Report No.: III-E-4

Date: May 18, 2010

Subject: Moreno Valley Parking Structure and Surge Space

Background: On April 28, 2009, the Board of Trustees approved an agreement with LPA to provide planning and design services for the Parking Structure and Surge Space project 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 an amendment 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.

Staff now requests approval of Amendment No. 2 with LPA in the total amount of \$44,500 for the Parking Structure and Surge Space project. This amendment amount includes an additional \$19,500 to augment the fire sprinkler design allowance. Also included within the amendment is \$25,000 for furniture design and management services to assist the college in procurement of Group II furnishings within the building. The amendment is attached for the Board’s review and consideration. The LPA agreement, including the two amendments and reimbursable expenses, totals \$2,079,500.

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 LPA in an amount not to exceed \$44,500 for the Moreno Valley Parking Structure and Surge Space project; 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

SECOND AMENDMENT TO AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
LPA
(Moreno Valley Parking Structure and Surge Space)

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

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$44,500, 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. 2 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: Parking Structure and Surge Space – Moreno Valley College

I. Fire Sprinkler Design – Additional Allowance

Sprinkler System Consulting and Design services includes the following:

- Design Development
- Construction Documents
- DSA Plan Check
- Construction Administration (Construction Review)
- Fire Sprinkler Contractor Shop Drawing Review

Additional compensation is at a fixed additional fee of Nineteen Thousand, Five Hundred Dollars (\$19,500), totaling the Fire Sprinkler Design Allowance amount to a total fee of Forty-Nine Thousand, Five Hundred Dollars (\$49,500.00).

The fee breakdown is as follows:

| Phase | Fee |
|-----------------------------|-----------------|
| Design Development | \$18,500 |
| Construction Documents | \$11,000 |
| DSA Plan Check | \$8,000 |
| Construction Administration | \$5,500 |
| Shop Drawing Review | \$6,500 |
| <i>Total:</i> | <i>\$49,500</i> |

II. Furniture Design and Management - Additional Services

In the Furniture Design and Management phase LPA shall provide the following outlined services necessary for the specific design, selection, specification, purchase, installation and coordination of the moveable Group II furnishings for the Community Gateway Building. LPA will work diligently to coordinate the most favorable pricing and services of furniture items for the Riverside Community College District at the Moreno Valley College (RCCD/MVC) based on state/nation-wide or local purchasing agreements and established district standards. Specific areas included in the Scope of Services include product selection, space plan test-fits based on selections, electrical/data coordination, color/finishes selection and coordination as described in Phases 1.0-3.0 below. The design, selection and documentation work effort is generally anticipated to occur in one primary phase for each of the listed projects with procurement per the approved schedule.

The following scope of services shall be provided as necessary for the Community Gateway Building at the Moreno Valley Campus.

Exhibit I (continued)

1.0 PRE-PROCUREMENT & DESIGN PHASE

1.01 Project Kick-Off

Meet with key RCCD/MVC representatives to define goals for furniture evaluation, including image, budget, and schedule.

.01 Prepare an initial project furniture budget and schedule for review and approval by RCCD/MVC.

.02 One (1) revision to the preliminary budget and schedule is included in the basic scope, if applicable.

1.02 Procurement Strategies

Develop a strategy with RCCD/MVC for selecting and purchasing dealer negotiated furnishings and direct purchase items.

.01 One (1) meeting with RCCD/MVC to confirm existing furniture contracts and procurement methods are valid.

.02 Discuss furniture delivery and storage requirements with RCCD/MVC based upon the construction and occupancy schedule.

.03 Review installation coordination as it relates to construction and security issues.

1.03 Design Phase

Based on programming information, develop the design and layout of furniture for all interior spaces, including public spaces, workplace environments, meeting rooms, lounges, dining spaces, support areas, storage and filing needs. This includes furniture types and quantities based upon functional uses of spaces and capacity.

.01 Utilize existing or new standards as the basis for furniture selection in administrative, faculty offices, and meeting spaces.

.02 Evaluate and develop standards for lounge, dining, and public type furniture such as tables, chairs, sofas, and guest seating. Develop specifications, materials and finishes for these items.

.03 Discuss optional/ancillary product selections, where applicable.

.04 Identify and develop accessories list to compliment furniture standards.

.04 Develop furniture plans.

.05 Develop a budget based on selections.

1.04 Presentation of Furniture Package

Present budget and furniture layouts, including furniture plans, generic workspaces, recommended furniture items, materials and finishes as outlined above for review and comment by RCCD/MVC.

.01 Adjust furnishing recommendations and budget to incorporate RCCD/MVC comments.

Exhibit I (continued)

1.05 Deliverables for Pre-Procurement and Design Phase

- .01 Furniture budget, plus one (1) revision, if applicable.
- .02 Project schedule; revise as necessary.
- .03 Programming criteria for all furnishings.
- .04 Six (6) project meetings.
- .05 Furniture layout plan, plus one (1) revision, if applicable.
- .06 Preliminary specifications, plus one (1) revision, if applicable.

2.0 DOCUMENTATION PHASE

- .01 Prepare final furniture layout plans with codes to reference each piece of furniture to a specification.
- .02 Coordinate and finalize electrical/data locations shown on construction documents.
- .03 Based on approved selections and design documentation provided by LPA, develop final furniture layout and specifications for distribution to construction manager for review and response.
- .04 Obtain RCCD/MVC approval of furniture layout plans and specifications, including one (1) minor revision.
- .05 Review dealer generated furniture documents as necessary. RCCD/MVC to issue purchase orders for all furniture to the Dealer so that orders can be placed.
- .06 Update project schedule in coordination with the construction schedule and furniture acknowledgements.
- .07 Review with RCCD/MVC, delivery, storage and installation for coordination with construction.

2.01 Deliverables for Documentation Phase

- .01 Final Furniture Specifications.
- .02 Final Coded Furniture Layout Plans.

Exhibit I (continued)

- .03 One (1) meeting with RCCD/MVC.

3.0 INSTALLATION ADMINISTRATION SERVICES

- .01 Beginning one month from installation, attend bi-weekly job-site meetings to answer questions, finalize delivery dates and installation procedures, confirm access and establish installation policies.
- .02 Coordinate with construction manager for estimated delivery and installation dates.
- .03 Upon completion of installation, confirm completeness of installed furniture and develop a corrective work list of missing items or corrective measures required.
- .04 Follow-up to conclusion of corrective work items to assure completion, anticipated not to exceed thirty (30) days. One (1) follow-up walk thru of the installation is included in the basic scope.

Exhibit I (continued)

3.01 Deliverables for Installation Administration Phase

- .01 Four (4) project meetings.
- .02 Installation meetings, punch-walk and follow-up corrective meeting.
- .03 Corrective work list and follow-up.

COMPENSATION

LPA's design and management services to RCCD/MVC for the design, procurement, and installation of furniture as outlined in Phase's 1.0-3.0, would be billed on an hourly basis not to exceed \$20,000 and a \$5,000 expense allowance. Additional expenses will be billed pursuant to the terms of the basic services agreement.

Group II Budget: To be determined

BASIC HOURLY RATE SCHEDULE

The professional service rates for this scope of services are based on the existing agreement in the base contract for Architectural Design Services.

EXPENSES

In addition to compensation for basic services, RCCD/MVC shall reimburse LPA at cost (without additional fee or mark-up) on a monthly basis for costs related to expenses incurred as described below. If RCCD/MVC prefers that expenses be included in the basic design fee, LPA would suggest an allowance as described above.

Expenses such as the following are included in the basic fee for Design services:

- A. Telephone charges.
- B. Expenses for reproductions of drawings, plans and construction documents, including CAD plotting for the exclusive in-house use by design team.
- C. Typical in-house expenses such as facsimile and photocopies.
- D. Travel expenses

Expenses such as the following are excluded from the fee for Design services:

- A. Charges for materials relating to presentation boards or in-house renderings of the project.
- B. Expenses for CAD plotting of drawings, plans and construction documents for RCCD/MVC use.
- C. Expenses for reproductions of drawings, plans, construction documents and specifications.
- D. Delivery of reproductions and submittals.
- E. Photographs, Photostats and other special reproductions required for the project.
- F. Travel expenses including mileage or travel outside Orange and Riverside County, California.
- G. Miscellaneous items such as presentation photos, photo development, etc.
- H. Agency and Plan Check submittal fee
- I. Permit or construction fees

Exhibit I (continued)

EXCLUSIONS AND QUALIFICATIONS

Equipment Coordination: With respect to equipment coordination, under this scope of services LPA's involvement consists of identifying existing and new equipment, to be developed by RCCD/MVC, and locating these items on the furniture plans. Kitchen equipment, audio/visual, and retail furnishings are some examples of items not included in the Basic Scope of Services. Documentation noted in this section can be in the form of an equipment legend coded to the plans for move, coordination, and placement purposes.

Existing Furniture Inventory: The inventory of existing furniture for re-use is not factored as part of this scope of services.

Deliverables: The preceding description(s) of services generally describe the activities associated with executing each phase of the work. The necessity for, and the extent to, which the Architect and Architect's consultants must commit time and resources, any specific activity will vary depending on the needs of the Project. Consequently, these descriptions do not represent a list of 'Deliverables'.

Meetings: Where the maximum number of meetings to be included in Architect's services are specified herein and/or attached project schedule, Architect and Architect's consultants agree to attend, and participate in, as many meetings as specified as part of the Basic Services. Meetings in excess of those specified will be billed as Additional Services. Meetings, however, shall not be prorated and Architect's fee shall not be reduced should fewer than the specified number of meetings necessary in order for Architect and Architect's consultants to complete the professional services of this Agreement.

Consultation and Coordination: All consultations and coordination not associated with specific meetings shall be conducted at the sole discretion of the Architect and Architect's consultants and only as necessary for the Architect and Architect's consultants to complete the professional services of this Agreement.

Documents: Documents described in the preceding description(s) of services shall be provided as appropriate for the needs of the project and to a level of detail consistent with the standard of practice for this type of project and for the geographical area and regulatory jurisdiction(s) in which the project is located.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES COMMITTEE

Report No.: III-E-5

Date: May 18, 2010

Subject: Norco Operations Center Project

Background: On May 19, 2009, the Board of Trustees approved the planning and design of the Operations Center project located at the Norco College and allocated funding in the amount of \$1,600,000 using District Measure “C” funds. An agreement with Hill Partnership, Inc. (HPI) in the amount of \$809,600 was also approved in order to provide design and engineering services for the project. On January 26, 2010, the Board of Trustees approved Amendment No. 1 with HPI for additional design and engineering services in the amount of \$11,385.

Staff now requests approval of Amendment No. 2 with HPI in the amount of \$22,451.50 for site improvements to the Norco Operations Center project. The changes requested by the College include an extension of the service road and retaining structure, new landscape/hardscape, lighting and drainage improvements and adding an alternative energy (LEED) wind turbine for the site areas defined in Attachment A of the amendment. Amendment No. 2 is attached for the Board’s review and consideration. The HPI agreement, including the amendments and reimbursable expenses, totals \$843,436.50

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

Recommended Action: It is recommended that the Board of Trustees approve Amendment No. 2 with Hill Partnership, Inc. in an amount not to exceed \$22,451.50, to extend site improvements for the Operations Center 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

SECOND AMENDMENT TO AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
HILL PARTNERHSIP, INC.
(Norco Operations Center Project)

This document amends the original agreement and Amendment No. 1 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 and January 26, 2010.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$22,451.50, 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 January 31, 2012. 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.

HILL PARTNERSHIP, INC.

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____

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

By: _____

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Project: Operations Center at Norco College

SITE IMPROVEMENTS

Provide architectural, landscape architecture, structural and civil engineering services for site related improvements. See Attachment 'A' for reference.

The site improvements will include a new service road including retaining structures, and adding an alternative energy (LEED) wind turbine, new landscape/hardscape, lighting and drainage improvements for the site areas defined in Attachment "A". The proposed improvements will be designed and engineered to tie into / relate to existing improvements.

As a part of the referenced services a comprehensive palette of site lighting fixtures, landscape and hardscape improvements will be developed for review/approval by the College.

TECHNOLOGY CONSULTING SERVICES

Substitute Information Technology Solutions, LLC (ITS) in lieu of Vantage Technology Consulting Group (Vantage) to provide the technology consulting services described in the original Agreement between the DISTRICT and HPI.

OTHER CONDITIONS OF SERVICE

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

COMPENSATION

HPI proposes to provide the services outlined above on a fixed fee basis of Twenty-two Thousand, Four Hundred Fifty-One Dollars and Fifty Cents (\$22,451.50) as outlined below:

SITE IMPROVEMENTS

| | | |
|--------------------------------------|--------------------|--------------------|
| Architectural Services (HPI) | | \$ 10,000.00 |
| Landscape Architecture (DES) | \$ 14,000.00 x 1.1 | \$ 15,400.00 |
| Civil Engineering (Hall and Foreman) | \$ 8,000.00 x 1.1 | \$ 8,800.00 |
| Structural Engineering (MHP): | \$ 4,000.00 x 1.1 | <u>\$ 4,400.00</u> |
| | Sub-Total | \$ 38,600.00 |

TECHNOLOGY CONSULTING SERVICES

| | | |
|---|--------------------|---------------------|
| Vantage Technology Consulting Group (Vantage) | | (\$ 49,000.00) |
| Information Technology Solutions, LLC (ITS) | \$ 29,865.00 x 1.1 | <u>\$ 32,851.50</u> |
| | Sub-Total | (\$ 16,148.50) |

Total Additional Services for Amendment No. 2: \$22,451.50

Attachment A

