

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
TEACHING AND LEARNING COMMITTEE

June 12, 2007 – 5:00 p.m.

Board Room AD 122, O.W. Noble Administration Building, Riverside City Campus

Committee Members: José Medina, Committee Chairperson  
Janet Green, Vice Chairperson  
Ray Maghroori, Vice Chancellor, Academic Affairs  
Debbie DiThomas, Interim Vice Chancellor, Student  
Services/Operations  
Doug Beckstrom, Academic Senate Representative,  
(Moreno Valley Campus)  
Richard Mahon, Academic Senate Representative (Riverside)  
Sharon Crasnow, Academic Senate Representative  
(Norco Campus)  
Tony Torres, ASRCC Student Representative  
Kathleen Sell, CTA Representative  
Gustavo Segura, CSEA Representative

AGENDA

VI. Board Committee Reports

A. Teaching and Learning

1. Update on Community Education  
- Committee to be presented with an update on community education.
2. Proposed Curricular Changes  
- Committee to review the proposed curricular changes.
3. Agreement with Governet  
- Committee to review the agreement for services leading to the completion and implementation of CurricUNET, a web accessible curriculum development and approval tracking system. The term of the agreement is July 1, 2007 through June 30, 2008.
4. Agreements with County of Riverside, Sheriff's Department  
- Committee to review the agreements to provide one deputy and two sergeants for the Basic Peace Office Training Academy. The terms of the agreements are July 1, 2007 through June 30, 2008, and July 1, 2007 through June 30, 2009, respectively.

5. Memorandum of Understanding with Moreno Valley Unified School District
  - Committee to review the memorandum that specifies the terms and conditions that apply to grant funding received from the California Community Colleges Chancellor's Office. The term of this memorandum is February 15, 2007 through March 15, 2009.
6. Memorandums of Understanding for Moreno Valley Allied Health Partnership
  - Committee to review the terms and conditions that apply to grant funding received from the California Community Colleges Chancellor's Office. The terms of these memorandums are May 10, 2007 through April 30, 2009, respectively.
7. Agreement with James Adame, D.D.S.
  - Committee to review the agreement to provide advisory services for the Moreno Valley Campus Dental Hygiene Program. The term of this agreement is July 1, 2007 through June 30, 2008.
8. Agreement with Office of Statewide Health Planning and Development for the Physician Assistant Program
  - Committee to review the agreement to provide funding for a portion of a faculty position to maintain and/or expand the enrollment level of students in the Physician Assistant Program. The term of this agreement is July 1, 2007 through June 30, 2008.
9. Agreement with Office of Statewide Health Planning and Development for the School of Nursing
  - Committee to review the agreement to provide funding for an additional ten students in the Associate Degree Nursing Program. The term of the agreement is July 1, 2007 through June 30, 2009.
10. Memorandum of Understanding with Riverside Gateway to College Early College High School
  - Committee to review the memorandum to provide staff to operate and assist the Gateway to College Early College High School. The term of the memorandum is July 1, 2007 through June 30, 2008.
11. Amendment to the Agreement with California State University Fullerton Auxiliary Services Corporation
  - Committee to review the amendment to oversee the use of United States Small Business Administration grant resources. The term of the amendment is January 1, 2007 through December 31, 2007.

12. Agreement with John Vaughan
  - Committee to review the agreement to provide directing, choreographing, and costuming services for the Performance Riverside productions of “Hollydazzle,” “The King and I,” “Sensational ShowTunes,” and “Thoroughly Modern Millie.” The term of this agreement is September 1, 2007 through June 8, 2008.
13. Agreement with Provider Contract Food Service, LLC
  - Committee to review the agreement to provide consulting services for the District’s food service operations on the Riverside City, Moreno Valley and Norco campuses. The term of the agreement is July 1, 2007 through June 30, 2008.
14. Comments from the public.

Adjourn

Prepared by: Naomi Foley  
Administrative Assistant  
Academic Affairs

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: VI-A-1

Date: June 19, 2007

Subject: Update on Community Education

Background: Presented for the Board's information is an update on the District's Community Education and Young-at-Heart senior citizen education programs.

Information Only.

Salvatore G. Rotella  
Chancellor

Prepared by: Bob Bramucci  
District Dean, Open Campus

## RCCD COMMUNITY EDUCATION

2005-2006 Annual Report

Executive Summary

### Mission

Community Education is a self-supporting entity of Riverside Community College District. It currently includes both Community Education and the Young-at-Heart senior citizen program and reports to Dr. Bob Bramucci, District Dean of the Open Campus. Its mission is twofold:

- To provide diverse life-long learning opportunities to enrich and add value to the lives of people of all ages in our district
- To provide an avenue to connect those residents of the district who are not currently RCCD students to our district, engendering goodwill and creating “ownership” of the college system by a broader constituency of district residents.

### Origins

Originally dubbed *Community Services*, Community Education originated at Riverside Community College in the summer of 1982. By 1997, the program had expanded considerably and become an incubator for new programs such as:

- The *Young-at-Heart* senior citizen program, an FTE-generating, noncredit program added in 1987 that remains with Community Education.
- Various economic development programs including *Contract Education*, *The Center for International Trade Development*, the *Center for Advanced Competitive Technologies* and the *Procurement Assistance Center*. These programs were transferred to RCC’s Office of Economic Development.
- The *Open Campus* was also created and tested in Community Education before it began to offer for-credit classes and became a separate department.

### Activity and Revenue

In 2005-2006, RCCD Community Education provided education opportunities for over 18,000 area residents, generating \$999,458,650 in revenue. This revenue is derived from two major sources:

#### 1) Class fees paid by area residents

The majority of Community Education services are delivered in non-credit or not-for-credit workshops purchased on an ad hoc basis by area residents. Last year, Community Education utilized the services of 162 instructors to provide over two thousand workshops serving 14,304 students. Classes were held on all three district college campuses as well as over two dozen off-site locations.

Though approximately two-thirds of Community Education classes are aimed at adults, approximately one-third of Community Education classes are dedicated to its *College for Kids*

program, which serves approximately 4000 students per year and was responsible for \$255,000 of last year's total revenue.

2) State FTES funding for the *Young-at-Heart* senior citizen education program

RCC's "Young-at-Heart" program offers free non-credit classes to district residents over 55 years of age. The Young-at-Heart program is designed to offer life-long learning opportunities that keep seniors alert, healthy and connected to one another. A state-supported, FTES-generating program, Young-at-Heart classes are taught by 35 regular RCC faculty members, who last year delivered 190 classes to over 4000 students at 36 locations throughout the district.

Update

Over the past year, Community Education established a web-based registration system that allows customers to self-register for classes. This feature has been very successful: in the preceding year, 100% of Community Education customers registered in person or by phone; now, 75% of customers register via the Internet in the days following a new catalog's publication, trailing to 30% just before the next catalog is due to arrive.

In closing, we are proud to announce that RCC's Community Education program was twice honored during the previous year:

- RCC's Young-at-Heart Program was honored with the *Senior Service Award* presented by the Janet Goeske Foundation.
  
- The Association of Community & Continuing Education's *Community Education Person of the Year* award for 2007 in the State of California was presented to Cyndi Pardee, RCC's Supervisor for Community Education

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: VI-A-2

Date: June 19, 2007

Subject: Proposed Curricular Changes

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

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

Salvatore G. Rotella  
Chancellor

Prepared by: Sylvia Thomas  
Associate Vice Chancellor of Instruction

New Course Proposals

1. GUI-801 – Test for Success CAHSEE Preparation 0 units  
Prerequisite: None.  
Course is intended to give students a review of study skills and time management strategies in preparation for the California High School Exit Examination (CAHSEE). This course may be taken multiple times. There is no mandatory lab hour requirement. (CR/NC Only) (Non-credit course)

New Locally-approved Programs

1. Locally approved certificate – Crime Scene Investigation

CRIME SCENE INVESTIGATION

Certificate Program

<u>Required Courses (15 units)</u>		<u>Units</u>
ADJ-2	Principles and Procedures of the Justice System	3
ADJ-3	Concepts of Criminal Law	3
ADJ-13	Criminal Investigation	3
ADJ-14	Advanced Criminal Investigation	3
ANT-10	Forensic Anthropology	3

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: VI-A-3

Date: June 19, 2007

Subject: Agreement with Governet

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Governet for services leading to the completion and implementation of CurricUNET, a web accessible curriculum development and approval tracking system. This will provide system analysis, custom programming for web input forms redesign and workflow automation, technical and user training, certain data conversion services (to be jointly defined), basic documentation plus training in use and update of online help utility, hosting services. The initial fee includes maintenance and support in the form of software upgrades, phone/email user support, system maintenance, and future upgrades for the first year. After the one year, these services will be renewed automatically for a cost of \$20,000.00. The term of the agreement will be from July 1, 2007 through June 30, 2008, for an amount not to exceed \$60,000.00. Funding source: VTEA and General Fund.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from July 1, 2007 to June 30, 2008, for an amount not to exceed \$60,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Ron Vito  
Associate Vice Chancellor, Occupational Education

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is made as of this 1st day of July, 2007 (the "Agreement") by and between Governet, a Division of Nevada Contractors Registry, a Nevada Corporation, and Riverside Community College District (hereinafter referred to as "Client").

### RECITALS

WHEREAS, Client wishes to receive professional services related to various management, instructional, and technology issues; and

WHEREAS, Governet is a provider of management, instructional, and technical services to numerous colleges and universities; and

WHEREAS, Governet has demonstrated its experience in consulting services in the areas of project management, database design and development, Website design and development, Web course design and development, and other higher education consulting, including, at present, the implementation of the "CurricUNET" system for Automated Curriculum Development and Approval Tracking;

NOW, THEREFORE, in consideration of the recitals and for the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **SERVICES:** Governet shall provide Client with various technical services leading to the completion and implementation of a Web-accessible, database-driven Curriculum Development and Approval Tracking System ("CurricUNET") and related services. The areas of Governet services will include those set forth in Exhibit A, attached.
2. **CONTRACTOR, NOT EMPLOYEE:** Governet stipulates that it will provide these services to Client strictly as a contractor, not as employees of Client.
3. **TERM:** The initial implementation term of this agreement shall be from July 1, 2007 to June 30, 2008. Annual extensions of this term for the purpose of providing maintenance, update, and support of the CurricUNET System will be automatically renewed on each succeeding July 1. If Client elects not to continue use of CurricUNET beyond any future renewal date, Client will provide Governet with not less than 90 days notice of such intent.
4. **TERMINATION:** This agreement may be terminated:
  - (a) by Client, to the extent permitted under applicable law, if Governet makes an assignment for the benefit of creditors; files a petition of bankruptcy; permits a petition in bankruptcy to be filed against it; or if a receiver is appointed over a substantial part of its assets;

(b) by Governet for the non-payment of any fees or charges from Client and which non-payment continues for a period of ninety (90) days from the date of invoice;

(c) by either party, in event of a material breach or nonperformance by the other of any provision of this agreement, provided however, that written notice of the alleged breach shall have been given to the allegedly breaching party who shall not have remedied or cured the alleged breach within thirty (30) days after delivery of such notice;

(d) by Client, if Client elects not to continue use of CurricUNET beyond any future renewal date, in which case Client must provide Governet with not less than 90 days notice of such intent.

5. **NONASSIGNMENT:** This Agreement may not be assigned by Governet without the prior and express written consent of Client. However, this will not preclude Governet from using such subcontractor services as may be required from time to time.

6. **FEES FOR SERVICE AND TERMS OF PAYMENT:** Client shall pay certain fees for the services specified in Section 1 above. These fees are set forth as follows:

- **Core System Customization and Implementation Fee (One-time)**

This provides the following: systems analysis, custom programming for web input forms redesign and workflow automation, technical and user training, certain data conversion services (to be jointly defined), basic documentation plus training in use and update of online Help utility, hosting services through the end of the initial term, and maintenance and user support services through the end of the initial term. Governet will also provide programming to interface CurricUNET to Client's Student System.

COST: \$60,000

Payment terms will be as follows. There shall be an initial payment of \$24,000 upon contract approval, followed by two (2) equal monthly payments of \$18,000 which will be payable September 1, 2007 and October 1, 2007.

- **Annual Maintenance and Support Fee (Ongoing, Required)**

This provides software upgrades, user support (via phone, instant messaging, and email), system maintenance, and future upgrades (including custom work upgrades if custom web input forms and/or workflows are impacted) to the CurricUNET System. The first year's service is included in the Core System Fee above.

COST: \$20,000

(Payment for this service is a single, annual payment due on the first day of each succeeding year of service. In this case, the first such required payment would be due on July 1, 2008 .)

- Annual Hosting Fee: (Ongoing, but Optional)  
This provides hosting services on Governet servers. The first year's service is included in the Core System Fee above.  
COST: Included in Annual Maintenance and Support Fee above

After the initial implementation year, Client may choose to bring the CurricUNET system in-house. In such an event, certain technical services would be required to assist Client technical staff in effecting the transfer of CurricUNET programs and databases to Client servers. In that event, fees for such transfer services are described in "Other", below.

- Other  
At some future date, Client may elect to procure additional services from Governet which are not specifically identified in this agreement or its attachments. The following outline sets forth certain such services and methods of payment.
  - System Transfer Services  
Provides two (2) days of onsite technical assistance for system conversion/installation and training of Client IT staff for transfer of hosting of CurricUNET System from Governet to Client servers.  
COST: \$5,000 (One-time)
  - Adhoc Hourly Professional Services  
After the initial term, Client may elect to request adhoc hourly technical services from Governet that exceed routine maintenance and support services covered by the annual maintenance service. Such adhoc hourly services are typically used for extraordinary enhancements not included in the core system. In such a case Governet will provide a firm estimate of time required for such services, and will not proceed until it receives a purchase order for the work requested.  
COST: \$200 per hour (includes all travel and related expenses)
  - Project Based Services  
In the event Client wishes to make a major addition to the core system, Governet will offer an alternative project-based pricing methodology. This methodology eliminates the hourly pricing method and replaces it with a firm, fixed price for achievement of mutually agreed upon outcomes. Each such project is unique, with terms and prices negotiated by both parties. In certain cases where such new modules may be offered as new optional modules to other future clients, Client may be eligible for a cost recovery program (see Section 7 below).

In all cases above, payments by Client shall be rendered within 30 days of receipt of invoice from Governet. If payment is not rendered within 30 days, there will be a late charge equal to 1½% of the amount due.

7. **COST RECOVERY OPTIONS:** Governet offers certain incentives to member institutions that provide them with an opportunity to offset their costs for new innovations that they pioneer. These include the following:

- **New Module Option:** If Client becomes the first to pay for the development of a totally new module that is then added to our list of optional modules for other CurricUNET clients, it will receive a 10% cost recovery rebate on future sales of that module. (All cost recovery rebates end when Client has received 100% of fees paid for their New Module.)

8. **SCHEDULE:** Governet and the Client will jointly develop a Work Plan to indicate the project tasks, on-site visits by Governet, and other pertinent events associated with this project. Governet will utilize a combination of on-site visits, remote software development, telephone, electronic file transfer (FTP), Internet Email and Web postings to perform the services indicated in Section 1 above. These will be developed jointly with Client representatives during Phase I (as defined in Exhibit A) to effectively and efficiently use the time and resources of both parties.

9. **INSURANCE:** Governet shall procure and maintain such Workers Compensation and public liability insurance as may be required by Client during the term of this agreement. Evidence of such insurance will be provided to Client upon request.

10. **MUTUAL HOLD HARMLESS:**

The parties mutually agree to defend, indemnify and hold harmless each other, their Trustees, officers, agents, and employees, individually and collectively, from and against all claims, liabilities, obligations and causes of action, of whatever kind, arising in any manner whatsoever, out of, or in connection with, this Agreement for the negligent willful acts or omissions of their Trustees, officers, agents and employees.

11. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY:** Client acknowledges that this is strictly a professional services agreement, and as such, Governet provides no warranties, expressed or implied, on the suitability or performance of the requested services. Governet will provide requested services on a best efforts basis and assumes no liability for any direct or consequential damages which may arise from their use.

12. **CONFIDENTIALITY:** Governet will conform to all confidentiality requirements stipulated by Client.

13. **NOTICES:** Any notice required by this agreement shall be in writing and accomplished by registered or certified mail. Such notice shall be deemed to have been delivered five (5) days after it has been mailed:

If to Governet: Chief Executive Officer  
Governet  
1520 Bolero Drive

Santa Barbara, CA 93108

If to Client: Vice Chancellor, Academic Affairs (Ray Maghroori)  
Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506

14. EXHIBITS: All exhibits referred to in this agreement are hereby incorporated by reference as though fully set forth in the text of this agreement. In the event of any conflict between the body of this agreement and any exhibit to this agreement, the body of this agreement shall control over any conflicting provision in any exhibit to this agreement.

15. APPLICABLE LAW: This agreement shall be governed by the laws of the State of California, unless otherwise preempted by federal law.

16. ENTIRE AGREEMENT: This agreement signed by both parties constitutes a final written expression of all the terms of this agreement and is a complete and exclusive statement of those terms. No other representations, promises, or statements that differ in any way from the terms of this agreement shall be given any force of effect. This agreement shall be changed only by written instrument signed by both the Client and Governet.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in the names as of the date first written above.

Riverside Community College District  
Client

GOVERNMENT

\_\_\_\_\_  
By (Signature)  
Vice Chancellor, Administration & Finance  
Title  
4800 Magnolia Avenue  
Address  
Riverside, CA 92506  
City, State, Zip Code

\_\_\_\_\_  
By (Signature)  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, State, Zip Code

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: VI-A-4

Date: June 19, 2007

Subject: Agreements with County of Riverside, Sheriff's Department

Background: Attached for the Board's review and consideration are renewals of existing agreements between Riverside Community College District and County of Riverside, on behalf of the Riverside County Sheriff's Department. The Riverside County Sheriff's Department agrees to release one deputy to serve as assistant continuity officer and two sergeants to serve as continuity officers for the Basic Peace Officer Training Academy in the Public Safety Education and Training Program at Ben Clark Training Center. The rates charged by the County shall be established and approved annually by the County Board of Supervisors in the form of hourly rates for a Sheriff's Deputy and Sheriff's Sergeant plus other work-related expenses as deemed appropriate by the District, for total amounts not to exceed \$111,966.00 and \$329,956.00, respectively. The terms of these agreements shall be from July 1, 2007 through June 30, 2008, and July 1, 2007 through June 30, 2009, respectively. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees approve the agreements, from July 1, 2007 through June 30, 2008, and July 1, 2007 through June 30, 2009, for hourly rates plus work-related expenses, respectively, and authorize the Vice Chancellor, Administration and Finance to sign the agreements.

Salvatore G. Rotella  
Chancellor

Prepared by: Bill Vincent  
Dean, Public Safety Education and Training

AGREEMENT BETWEEN RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND THE COUNTY OF RIVERSIDE

THIS AGREEMENT is made and entered into by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter "District," and the COUNTY OF RIVERSIDE, on behalf of the Riverside County Sheriff's Department, hereinafter "County."

IT IS THEREFORE AGREED AS FOLLOWS:

1. TERM

The term of this agreement shall be from July 1, 2007 through June 30, 2008.

2. SCOPE OF SERVICE

County agrees to release one Sheriff's Department Deputy to serve as Assistant Continuity Officer for the Basic Peace Officer Training Academy in the Public Safety Education and Training program at Riverside Community College. The Assistant Continuity Officer shall meet minimum State qualifications to teach vocational Administration of Justice courses; and as required, shall serve as an assistant to the Continuity Officer for the Basic Peace Officer Academy on a temporary basis to accommodate academy students in classes over 75; establish and maintain close liaison between student officers and participating agencies; create and evaluate scenarios, conduct inspections, review student report memorandums and assist with physical training, defensive tactics, and emergency vehicle operations instructional supervision. It is understood that this position will be committed to District on a full-time basis (40 hours per week.)

3. PAYMENT AND COMPENSATION

3.1 District shall reimburse County the full cost of rendering services pursuant to this Agreement. Such cost shall be established and approved annually by the County Board of Supervisors in the form of an hourly rate for a Sheriff's Deputy, and a mileage rate for any costs incurred through the use of County vehicles. Payment for services will be rendered upon receipt of an invoice to District from County on a monthly basis. The current hourly rate for Sheriff's Deputy is \$51.07 per hour. The current County mileage rate is \$0.71 per mile for black & white vehicle and \$0.41 per mile for plain vehicle. The County adjusts these rates annually and the District shall be notified when rate changes occur.

3.2 It is mutually agreed that District will compensate the Assistant Continuity Officer

directly for mileage in non-County vehicles, travel expenses, per diem and other expenses on behalf of District as deemed appropriate by District for the term of this Agreement.

4. COUNTY EMPLOYEE

The assigned County employee shall remain employee of County on special assignment to Riverside Community College for the purposes set forth in this Agreement, and shall not be considered an employee of District.

5. AGREEMENT ADMINISTRATION

The Sheriff shall administer this Agreement on behalf of the County of Riverside. The District's Dean of Public Safety Education and Training shall administer this Agreement of behalf of the District.

6. VACATION AND HOLIDAY TIME

6.1 Vacation time that has been approved by the Sheriff or his designee may be taken with reasonable notice to the Dean, Public Safety Education and Training, but shall not conflict with the development of presentation of the Administration of Justice's course schedule.

6.2 Because District and County holidays may not correspond, holiday time off will be taken in accordance with the District calendar. If County holidays exceed District holidays during the Agreement period, the excess day(s) shall be taken with reasonable notice to the Dean, but shall not conflict with the development or presentation of the Administration of Justice's course schedule.

7. REVIEW AND SUPERVISION

The Sheriff (or his designee) shall supervise the Assistant Continuity Officer. Said supervision will be coordinated with the District's Dean, Public Safety Education and Training.

8. INDEMNIFICATION AND HOLD HARMLESS

8.1 Indemnification by District. District shall indemnify and hold County, its officers, agents, employees, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of District, its officers, agents employees, volunteers, subcontractors or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature

arising out of the performance of this Agreement to the extent that such liability is imposed on County by the provisions of California Government Code Section 895.2 or other applicable law, and district shall defend at its expense, including attorney fees, County, its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

8.2 Indemnification by County. County shall indemnify and hold District, its trustees, officers, agents, employees, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of County, its officers, agents employees, volunteers, subcontractors or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on District by the provisions of California Government Code 895.2 or other applicable law, and County shall defend at its expense, including attorney fees, District, its trustees, officers, agents, employees and independent contractors in any legal action or claim of any kind, based upon such alleged acts or omissions.

## 9. ALTERATION OF TERMS

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by both parties.

## 10. TERMINATION

This Agreement may be terminated by either party upon 180 days written notice to the other party.

## 11. NON-DISCRIMINATION

County will comply with all federal and state rules and regulations and will not discriminate on the basis of race, religion, gender, disability, medical condition, marital status, age or sexual orientation. Harassment of any employee/student with regard to race, religion, gender disability, medical condition, marital status, age or sexual orientation is strictly prohibited.

## 12. ENTIRE AGREEMENT

This Agreement is intended by the parties hereto as a final expression of their understanding, with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and

contemporaneous agreements and understandings, oral or written, in connection therewith.

The duly authorized representative of the parties hereto have signed in confirmation of this Agreement as of the dates indicated below.

DISTRICT  
RIVERSIDE COMMUNITY COLLEGE  
Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Dr. James Buysse  
Vice Chancellor, Administration and Finance

Dated: \_\_\_\_\_ COUNTY OF RIVERSIDE  
By: \_\_\_\_\_

AGREEMENT BETWEEN RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND THE COUNTY OF RIVERSIDE

THIS AGREEMENT is made and entered into by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter "District," and the COUNTY OF RIVERSIDE, on behalf of the Riverside County Sheriff's Department, hereinafter "County."

IT IS THEREFORE AGREED AS FOLLOWS:

10. TERM

The term of this agreement shall be from July 1, 2007 through June 30, 2009.

11. SCOPE OF SERVICE

County agrees to release two Sheriff's Department Sergeants; one to serve as Continuity Officer for the Basic Peace Officer Training Academy and one to serve as Continuity Officer for the Basic Peace Officer Modular Academy in the Public Safety Education and Training program at Riverside Community College. The Continuity Officers shall meet minimum State qualifications to teach Administration of Justice courses; serve as teacher-counselor and advisor to students enrolled in these courses; establish and maintain close liaison between student officers and participating agencies; coordinate instructor assignments in physical training, defensive tactics, and academic areas; conduct the practical field problems; and coordinate facility use. It is understood that these positions will be committed to District on a full-time basis (40 hours per week).

12. PAYMENT AND COMPENSATION

12.1 District shall reimburse County the full cost of rendering services pursuant to this Agreement. Such cost shall be established and approved annually by the County Board of Supervisors in the form of an hourly rate for a Sheriff's Sergeant, and a mileage rate for any costs incurred through the use of County vehicles. Payment for services will be rendered upon receipt of an invoice to District from County on a monthly basis. The current hourly rate for Sheriff's Sergeant is \$75.25 per hour. The current County mileage rate is \$0.71 per mile for black & white vehicle and \$0.41 per mile for plain vehicle. The County adjusts these rates annually and the District shall be notified when

rate changes occur.

12.2 It is mutually agreed that District will compensate the Continuity Officers directly for mileage in non-County vehicles, travel expenses, per diem and other expenses on behalf of District as deemed appropriate by District for the term of this Agreement.

### 13. COUNTY EMPLOYEE

The assigned County employees shall remain employees of County on special assignment to Riverside Community College for the purposes set forth in this Agreement, and shall not be considered employees of District.

### 14. AGREEMENT ADMINISTRATION

The Sheriff shall administer this Agreement on behalf of the County of Riverside. The District's Dean of Public Safety Education and Training shall administer this Agreement of behalf of the District.

### 15. VACATION AND HOLIDAY TIME

15.1 Vacation time that has been approved by the Sheriff or his designee may be taken with reasonable notice to the Dean, Public Safety Education and Training, but shall not conflict with the development of presentation of the Administration of Justice's course schedule.

15.2 Because District and County holidays may not correspond, holiday time off will be taken in accordance with the District calendar. If County holidays exceed District holidays during the Agreement period, the excess day(s) shall be taken with reasonable notice to the Dean, but shall not conflict with the development or presentation of the Administration of Justice's course schedule.

### 16. REVIEW AND SUPERVISION

The Sheriff (or his designee) shall supervise the Continuity Officers. Said supervision will be coordinated with the District's Dean, Public Safety Education and Training.

### 17. INDEMNIFICATION AND HOLD HARMLESS

17.1 Indemnification by District. District shall indemnify and hold County, its officers, agents, employees, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of District, its officers, agents employees, volunteers, subcontractors or independent contractors, for property

damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on County by the provisions of California Government Code Section 895.2 or other applicable law, and district shall defend at its expense, including attorney fees, County, its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

17.2 Indemnification by County. County shall indemnify and hold District, its trustees, officers, agents, employees, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of County, its officers, agents employees, volunteers, subcontractors or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on District by the provisions of California Government Code 895.2 or other applicable law, and County shall defend at its expense, including attorney fees, District, its trustees, officers, agents, employees and independent contractors in any legal action or claim of any kind, based upon such alleged acts or omissions.

#### 18. ALTERATION OF TERMS

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by both parties.

#### 10. TERMINATION

This Agreement may be terminated by either party upon 180 days written notice to the other party.

#### 11. NON-DISCRIMINATION

County will comply with all federal and state rules and regulations and will not discriminate on the basis of race, religion, gender, disability, medical condition, marital status, age or sexual orientation. Harassment of any employee/student with regard to race, religion, gender disability, medical condition, marital status, age or sexual orientation is strictly prohibited.

#### 12. ENTIRE AGREEMENT

This Agreement is intended by the parties hereto as a final expression of their

understanding, with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

The duly authorized representative of the parties hereto have signed in confirmation of this Agreement of the dates indicated below.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Dated: \_\_\_\_\_

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

COUNTY OF RIVERSIDE

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

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: VI-A-5

Date: June 19, 2007

Subject: Memorandum of Understanding with Moreno Valley Unified School District

Background: Presented for the Board's review and consideration is a Memorandum of Understanding between Riverside Community College District and Moreno Valley Unified School District (MVUSD), which specifies the terms and conditions that apply to the grant funding received from the California Community Colleges Chancellor's Office for the Career Exploration and Development for 7<sup>th</sup> and 8<sup>th</sup> Graders Program. The funds will be used for a career development facilitator, curriculum development, career clubs, and student competition costs. The term of this memorandum is February 15, 2007 through March 15, 2009. The funds provided to MVUSD under this memorandum will not exceed \$106,335.00. Funding source: California Community Colleges Chancellor's Office.

Recommended Action: It is recommended that the Board of Trustees ratify the memorandum, for February 15, 2007 through March 15, 2009, for an amount not to exceed \$106,335.00, and authorize the Vice Chancellor, Administration and Finance, to sign the memorandum.

Salvatore G. Rotella  
Chancellor

Prepared by: Wolde-Ab Isaac  
Dean, Health Sciences Programs

Memorandum of Understanding  
Between Riverside Community College District  
And Moreno Valley Unified School District

This Agreement, entered into this June 19, 2007, between Riverside Community College District, hereinafter referred to as RCCD, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, and Moreno Valley Unified School District, hereinafter referred to as MVUSD, whose address is 25634 Alessandro Boulevard, Moreno Valley, CA 92553, is effective to cover activities beginning February 15, 2007 and ending March 15, 2009, or the ending date of the grant performance period, if extended.

RCCD will reimburse MVUSD, using funds awarded by the California Community Colleges Chancellor's Office, for the following costs incurred in the operation of the Career Exploration and Development for 7<sup>th</sup> and 8<sup>th</sup> Graders Program:

- Career Development Facilitator at approximately 25% FTE at an estimated cost of \$26,190; position will fulfill duties of the Administrative Assistant to the Site Director and provide tutoring/mentoring supplemental services to program participants
- Stipends for teachers to develop curriculum and support career clubs at an estimated cost of \$34,425
- Substitute teacher costs to allow teachers to attend training and participate in field trips at an estimated cost of \$6,720
- Student competition costs, including, but not limited to meals and airfare at an estimated cost of \$6,000
- Supplies at an estimated cost of \$5,000
- Transportation and other costs for field trips at an estimated cost of \$8,000
- Transportation and meal costs for summer academy at an estimated cost of \$18,000
- Laptop computer for Site Director and/or Administrative Assistant to the Site Director at an estimated cost of \$2,000

Total payment to MVUSD for the operation of the Career Exploration and Development Program will not exceed \$106,335 over the term of this Agreement unless said document is amended. Payment is contingent upon satisfactory performance as defined by achievement of the objectives as indicated in Exhibit A, Scope of Services (Project Workplan). The Terms and Conditions of Grant Agreement No. 06-081-016 between RCCD and the California Community Colleges Chancellor's Office are incorporated into this agreement by reference. MVUSD will submit an invoice and program progress report by the 10<sup>th</sup> day following the end of each quarter to RCCD for activities and grant-funded expenses incurred under the terms of this agreement. Reporting will be submitted on forms provided by RCCD to MVUSD and invoices will be accompanied by auditable documentation to support the claimed expenditure.

The goal of the Moreno Valley Career Exploration and Development Program is to create a Career Exploration and Development curriculum and program through a partnership between RCCD, Moreno Valley Campus; MVUSD; Riverside County Office of Education Regional Occupation Program (ROP); and ACCESS to the Future Business-Education partnership. The middle school career ladder project will address student success issues as recorded in the high school exit exam and other indicators beginning in the middle school years and will form an Advisory Board with business-education representation. The project will enhance student motivation and self-esteem and highlight the relevance of postsecondary education through outreach by the partners and industry. MVUSD's middle school students will participate in interactive computerized interest and skill assessment, classroom presentations and field trips. Seven career clubs will be established in the areas of Arts, Media and Entertainment; Building Trades and Construction; Engineering and Design; Finance and Business; Health and Human Services; Information Technology; and Public Services. Students will culminate their career exploration with continued counseling, tutoring and outreach from high school, ROP and college pathways into careers with an RCC Summer Academy and subsequent recognition at graduation. In an effort to achieve this goal, MVUSD agrees to work collaboratively with Riverside Community College District to fulfill all of the objectives of the Project Workplan.

Signature Authorization Page

Riverside Community College District

Moreno Valley Unified School District

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James L. Buysse  
Vice Chancellor, Administration and Finance

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Rowena Lagrosa  
District Superintendent

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Date

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Date

Chancellor's Office  
 California Community Colleges

District: Riverside Community College  
 College: Moreno Valley Campus

RFA Specification No.: 05-0081 – Career Exploration

## PROJECT WORKPLAN

Objective: (Based on RFA Specification) (Only one objective per page)

1. Develop and implement model programs that support career exploration for 7<sup>th</sup> and 8<sup>th</sup> grade students, including career/employment opportunities in high wage, high growth business/industry sectors.

Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
1.1 Establish an advisory group that includes college, high school and middle school faculty and counselors, students, parents, as well as representatives from business/industry.	1.1 Advisory Board is developed and meets six times each year as evidenced by minutes and sign-in sheets. Access to the Future will be part of the membership of the Advisory Board.	9/2007-3/2009	Project Director Site Director
1.2 Develop, implement, and disseminate course curriculum and/or lesson plans for career awareness and exploration courses. The target populations—middle school students—must be exposed to occupational choices and careers that represent all 15 industry sectors, as defined by the California Department of Education. <ul style="list-style-type: none"> <li>• Develop a competency-based course introducing 7th and 8th grade students to career exploration reinforcing the relationship between academic and job skills.</li> <li>• Students will conduct an interactive computerized interest and skill assessment.</li> <li>• Based upon results of the assessment, students will be able to identify interests, abilities, skills, goals and values and relate them to career requirements.</li> </ul>	1.2 Competency-based course will be developed and implemented for the target middle school students representing all 15 industry sectors.	2/2007-12/2007	Project Director Site Director Middle school teachers

Objective 1 continued			
Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
1.3 Conduct research, including review of local labor market information and input from local business/industry partners, about careers in the 15 industry sectors and develop career exploration curriculum for 7th and 8th grade students.	1.3 Course outlines and lesson plans are created. Instruction is delivered to middle school students.	2/2007-12/2007	Project Director Site Director Curriculum Specialist
1.4 Train middle school teachers, counselors, and staff to use on-line interactive tools for career assessment and development.	1.4 A minimum of one career developer for each of the six middle schools will participate in train the trainers workshop and will be prepared to instruct other teachers, counselors and staff to administer the assessment to all 7 <sup>th</sup> and 8th graders.	8/2007-12/2007	Site Director Curriculum Specialist
1.5 Provide an interactive computerized interest and skill assessment activities and career exploration outreach to middle school students at the District's 6 middle schools.	1.5 Administered on-line interactive career assessment to a minimum of 75% of 7th and 8th graders at all middle schools.	9/2007-12/2008	Site Director
1.6 Create career clubs aligned with the 15 industry sectors and students interests as identified by assessment tool at middle schools to develop middle school students understanding of themselves, their aptitudes, abilities, interests, ambitions, resources, limitations, and values.	1.6 Career clubs are in place at all six middle schools with a minimum of seven industry sectors represented and up to 15 industry sectors, depending on need.	9/2007-3/2009	Site Director Middle School Teachers
1.7 Develop and produce informational piece for parents.	1.7 Informational brochure is printed in English and Spanish and distributed to parents. Multi-lingual presentations to parents at appropriate events (e.g. back-to-school).	3/2007-3/2009	Site Director

Chancellor's Office  
 California Community Colleges

District: Riverside Community College

College: Moreno Valley Campus

RFA Specification No.: 05-0081 – Career Exploration

## PROJECT WORKPLAN

Objective: (Based on RFA Specification) (Only one objective per page)

2. Expand middle school students' knowledge base of potential career options.

Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
2.1 Expand motivational and self-esteem building activities that will provide the students with a clear understanding of themselves, their aptitudes, abilities, interests, ambitions, resources, limitations, and values. <ul style="list-style-type: none"> <li>• Offer field trip attached to interests of the students selected from the 15 industry areas.</li> <li>• Offer a summer academy in careers at the Moreno Valley Campus with hands-on activities.</li> </ul>	2.1 Develop and hold a field trip, and hold a summer academy in careers at the Moreno Valley Campus. At the conclusion of each activity, students will demonstrate, through the completion of an assessment tool, a greater understanding of the educational and career requirements and opportunities of a particular industry sector.	9/2007 - 3/2009	Project Director Site Director RCC and school teachers Industry Representatives
2.2 Connect students through internships from high school, ROCP, and RCC with middle school students to engage students in mentoring opportunities.	2.2 Two interns from RCC and one representative from ROCP or high school will visit each of the six middle schools during their internship.	9/2007 - 3/2009	Project Director Site Director ROCP Industry Representatives
2.3 Guide students in career clubs to create one-page informational sheets that demonstrate their knowledge of their career of interest.	2.3 80% of career clubs will develop one-page informational sheets.	9/2007 - 3/2009	Career Club leaders
2.4 A committee comprised of middle school, high school, and community college faculty and counselors as well as representatives from industry will review students' one-page informational sheets and select some samples to be used as promotional pieces for middle school students during the next school year.	2.4 Committee reviews all student submissions and selects a minimum of 10 information sheets. Information sheets are printed and disseminated to middle school students the following year.	6/2008 - 12/2008	Project Director Site Director

Objective 2 continued			
Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
2.5 Industry representatives, high school, ROCP, and community college faculty give classroom presentations.	2.5 A minimum of one career presentation will be presented at each of the six middle schools. In addition, each career club will be encouraged to host individual presenters specific to their career cluster during club hour.	9/2007-3/2009	Project Director Site Director

Chancellor's Office  
 California Community Colleges

District: Riverside Community College

College: Moreno Valley Campus

RFA Specification No.: 05-0081 – Career Exploration

## PROJECT WORKPLAN

Objective: (Based on RFA Specification) (Only one objective per page)			
3. Expand middle school students' knowledge base of career pathway options, high school curriculum and available postsecondary training programs.			
Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
3.1 Connect students through internships from high school, ROCP, and RCC with middle school students to engage students in mentoring opportunities.	3.1 Two interns from RCC and one representative from ROCP or high school will visit each of the six middle schools during their internship.	9/2007-3/2009	Project Director Site Director ROCP Industry Representatives
3.2 Students will complete instruction in the competency-based course and have the opportunity to apply to RCC to attend a summer intensive course related to their interests and skills and will participate in a summer academy held at RCC.	3.2 Students will complete the competency-based course and apply to RCC to attend the summer intensive course related to their interests and skills.	6/2008-12/2008	Project Director Site Director RCC and school teachers
3.3 Provide outreach from the high school academies and RCC to the 6 participating middle schools.	3.3 One page handouts on the high school academies and their articulated curriculum will be circulated to the 6 middle schools	1/2008-3/2009	Project Director Site Director Middle school teachers, RCC Outreach Coordinator
3.4 Students participate in field trip to high school, community college, and/or business/industry.	3.4 Students participate in field trip.	9/2007-3/2009	Project Director Site Director RCC and school teachers

Chancellor's Office  
 California Community Colleges

District: Riverside Community College

College: Moreno Valley Campus

RFA Specification No.: 05-0081 – Career Exploration

## PROJECT WORKPLAN

Objective: (Based on RFA Specification) (Only one objective per page)

4. Increase middle school students' perception of the relevance of postsecondary education.

Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
4.1 Provide the students with knowledge of the requirements and potential opportunities in careers in various high wage, high growth career clusters as well as conditions of success, advantages and disadvantages, and compensation.	4.1 Provide an interactive computerized interest and skill assessment to students in the 6 middle schools.	9/2007-3/2009	Site Director, RCC faculty and students, industry partners, middle school teachers.
4.2 Develop and hold a Career Day.	4.2 Career Day will be organized and held one time.	1/2008-3/2009	Site Coordinator Access to the Future RCC Outreach Coordinator
4.3 Community college faculty, staff, and students serve as guest speakers in career club activities.	4.4 RCC faculty, staff, and students attend and speak at a minimum of 10 career club meetings.	9/2007-3/2009	Project Director Site Director RCC faculty, staff and students

Objective: (Based on RFA Specification) (Only one objective per page)

5. Increase middle schools students' understanding of career goals, interests and aspirations.

Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
5.1 Provide regular individual counseling sessions to connect career planning to personal and educational development.	5.1 One counselor in each middle school will focus on vocational careers representing the 15 target industries.	9/2007-3/2009	Site Director Middle school counselors

Chancellor's Office  
 California Community Colleges

District: Riverside Community College  
 College: Moreno Valley Campus

RFA Specification No.: 05-0081 – Career Exploration

## PROJECT WORKPLAN

Objective: (Based on RFA Specification) (Only one objective per page)

6. Middle school students will complete an interest or skills assessment exploring careers using an interactive computerized interest and skill assessment.

Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
6.1 Students at all 6 middle schools in the Moreno Valley Unified School District will conduct an on-line interest or skills assessment using an interactive computerized interest and skill assessment.	6.1 75% of middle school students will have completed the interest or skills assessment.	9/2007-12/2008	Site Director Middle school teachers at 6 middle schools

Objective: (Based on RFA Specification) (Only one objective per page)

7. Middle school students identify and research a career cluster interest based on the results of the survey.

Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
7.1 Students will identify and research a career cluster based on the results of the interest survey.	7.1 Students will write about 3 possible careers based on the results of the career research.	9/2007-12/2008	Site Director Middle school teachers at 6 middle schools

Chancellor's Office  
 California Community Colleges

District: Riverside Community College

College: Moreno Valley Campus

RFA Specification No.: 05-0081 – Career Exploration

## PROJECT WORKPLAN

Objective: (Based on RFA Specification) (Only one objective per page)			
8. Students will prepare a portfolio which will include the assignments resulting from career exploration.			
Activities	Measurable Outcomes	Timeline (Month/Year )	Responsible Persons
8.1 Students will prepare a portfolio based on a table of contents prepared in advance of the Career Exploration.	8.1 Students will have a portfolio.	9/2007-3/2009	Middle school teachers at 6 middle schools
8.2 Students will put work samples of assignments and journals into the portfolio.	8.2 Student portfolios will expand with each assignment.	9/2007-3/2009	Middle school teachers at 6 middle schools
8.3 Students who complete 90% of the career exploration activities (e.g. portfolio, career club participation), including a participation in summer academy, will receive a certificate of completion and recognition at middle school graduation or another year-end activity at the completion of their 8 <sup>th</sup> grade year.	8.3 All eligible students will receive a certificate of completion and will be recognized at a public event.	9/2007-12/2008	Site Director

Chancellor's Office  
 California Community Colleges

District: Riverside Community College

College: Moreno Valley Campus

RFA Specification No.: 05-0081 – Career Exploration

## PROJECT WORKPLAN

Objective: (Based on RFA Specification) (Only one objective per page)

### 9. Assessment/evaluation of students and project.

Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
9.1 Students will complete an Interest and Skills Survey.	9.1. All students participating in the project will complete an Interest and Skills Survey.	1/2008-3/2009	Middle school teachers at 6 middle schools
9.2 Students will compile a portfolio of their work and maintain a journal.	9.2 Student portfolios will expand with each assignment.	1/2008-3/2009	Middle school teachers at 6 middle schools
9.3 Develop a student performance outcome methodology for the Summer Academies.	9.3 Student performance outcome process for Summer Academy is developed and implemented.	1/2008-9/2008	Project Director Site Director
9.4 Develop a simple exit survey instrument and administer to middle school students and the end of each year that measures their understanding about career pathway options and secondary and post secondary career options.	9.4 85% of middle school students will complete the exit survey. Results of the survey will be tabulated and summarized in the final report.	9/2007-3/2009	Site Director Institutional Research

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: VI-A-6

Date: June 19, 2007

Subject: Memorandums of Understanding for Moreno Valley Allied Health Partnership

Background: Presented for the Board's review and consideration are Memorandums of Understanding between Riverside Community College District and Moreno Valley Unified School District (MVUSD) and Riverside County of Education-Regional Occupational Program (RCOE-ROP), which specify the terms and conditions that apply to the grant funds received from the California Community Colleges Chancellor's Office for the Strengthening Career and Technical Education-Moreno Valley Allied Health Partnership. The programs' goals include the formation of a region-wide health partnership and to expand articulated courses, align curriculum, develop a foundation course, support career clubs and develop mentor programs. The terms of these memorandums are May 10, 2007 through April 30, 2009. Funds provided will not exceed \$70,630 and \$59,693.00, respectively. Funding source: California Community Colleges Chancellor's Office.

Recommended Action: It is recommended that the Board of Trustees ratify the memorandums, for May 10, 2007 through April 30, 2009, for amounts not to exceed \$70,630, and \$59,693.00, respectively, and authorize the Vice Chancellor, Administration and Finance, to sign the Memorandums of Understanding.

Salvatore G. Rotella  
Chancellor

Prepared by: Wolde-Ab Isaac  
Dean, Health Sciences Programs

Memorandum of Understanding  
Between Riverside Community College District  
and  
Moreno Valley Unified School District

This Agreement, entered into this June 19, 2007, between Riverside Community College District, hereinafter referred to as RCCD, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, and Moreno Valley Unified School District, hereinafter referred to as MVUSD, whose address is 25634 Alessandro Boulevard, Moreno Valley, CA 92553, is effective to cover activities beginning May 10, 2007 and ending April 30, 2009, or the ending date of the grant performance period, if extended.

RCCD will reimburse MVUSD, using funds awarded by the California Community Colleges Chancellor's Office, for the following costs incurred in the operation of the Strengthening Career and Technical Education-Moreno Valley Allied Health Partnership:

- Career Development Facilitator at approximately 20% FTE at an estimated cost of \$24,130; position will fulfill duties of the Administrative Assistant to the Site Director and provide tutoring/mentoring supplemental services to program participants
- Stipends for teachers to develop curriculum and support career clubs at an estimated cost of \$16,000, but not more than \$20,000
- Substitute teacher costs to allow teachers to attend training and participate in field trips at an estimated cost of \$2,000, but not more than \$3,750
- Transportation and other costs for field trips at an estimated cost of \$1,500
- Transportation and student stipend costs for summer academy at an estimated cost of \$21,250

Total payment to MVUSD for the operation of the Moreno Valley Allied Health Partnership Program will be approximately \$64,800, but will not exceed \$70,630 over the term of this Agreement unless said document is amended. Payment is contingent upon satisfactory performance as defined by achievement of the objectives as indicated in Exhibit A, Scope of Services (Project Workplan). The Terms and Conditions of Grant Agreement No. 06-0090-24 between RCCD and the California Community Colleges Chancellor's Office are incorporated into this agreement by reference. MVUSD will submit an invoice and program progress report by the 10<sup>th</sup> day following the end of each quarter to RCCD for activities and grant-funded expenses incurred under the terms of this agreement. Reporting will be submitted on forms provided by RCCD to MVUSD and invoices will be accompanied by auditable documentation to support the claimed expenditure.

The goal of the Moreno Valley Allied Health Partnership Program is to form and lead a region-wide allied health partnership with objectives and activities to implement and expand articulated courses, align curriculum among the partner team with business/industry advisory input, and to

develop a new foundation course in three high schools in the Moreno Valley Unified School District. Health care occupations are in great demand in this region, but there has been a lack of coordination among individual organizations. The project will strengthen and formalize an Allied Health Industry Advisory Council made up of key business/industry and public sector agencies. The project will provide a Summer Health Academy, Health Industry Day, student competitions, mentorships, apprenticeship-type internships, job shadowing, guest speakers, and tours of facilities. Products of the project will include the creation of an articulated health pathway that will be shared with other high schools; the creation of model educational plans that will be made available to counselors and guidance staff; a recruiting video will be disseminated to faculty, counselors, and career center staff, partners, students and parents; and the project will prepare a booklet of courses that students may take in high school. The Project will provide staff development in the area of increasing technical skills and knowledge of industry standards. A Student Mentor Program will be developed, and health career clubs will be expanded and developed at the high schools. The project will be coordinated and aligned with the Moreno Valley Campus, the designated allied health campus of the District. Formative and summative evaluation will be shared with the project team and the advisory council for continuous improvement. In an effort to achieve this goal, MVUSD agrees to work collaboratively with Riverside Community College District to fulfill all of the objectives of the Project Workplan.

Signature Authorization Page

Riverside Community College District

Moreno Valley Unified School District

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James L. Buysse  
Vice Chancellor, Administration and Finance

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Rowena Lagrosa  
District Superintendent

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Date

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Date

Memorandum of Understanding  
Between Riverside Community College District  
and  
Riverside County Office of Education Regional Occupational Program

This Agreement, entered into this June 19, 2007, between Riverside Community College District, hereinafter referred to as RCCD, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, and Riverside County Office of Education Regional Occupational Program, hereinafter referred to as RCOE-ROP, whose address is 3939 13<sup>th</sup> Street, Riverside, CA 92501, is effective to cover activities beginning May 10, 2007 and ending April 30, 2009, or the ending date of the grant performance period, if extended.

RCCD will reimburse RCOE-ROP, using funds awarded by the California Community Colleges Chancellor's Office, for the following costs incurred in the operation of the Strengthening Career and Technical Education-Moreno Valley Allied Health Partnership:

- Project Coordinator at approximately 50% FTE at an estimated cost of \$47,943; position will facilitate mentoring and job shadowing and will provide supplemental services to program participants
- Stipends for teachers to develop curriculum and support career clubs at an estimated cost of \$4,000, but not more than \$8,000
- Substitute teacher costs to allow teachers to attend training and participate in field trips at an estimated cost of \$1,750, but not more than \$3,750

Total payment to RCOE-ROP for the operation of the Moreno Valley Allied Health Partnership Program will be approximately \$53,693, but will not exceed \$59,693 over the term of this Agreement unless said document is amended. Payment is contingent upon satisfactory performance as defined by achievement of the objectives as indicated in Exhibit A, Scope of Services (Project Workplan). The Terms and Conditions of Grant Agreement No. 06-0090-24 between RCCD and the California Community Colleges Chancellor's Office are incorporated into this agreement by reference. RCOE-ROP will submit an invoice and program progress report by the 10<sup>th</sup> day following the end of each quarter to RCCD for activities and grant-funded expenses incurred under the terms of this agreement. Reporting will be submitted on forms provided by RCCD to RCOE-ROP and invoices will be accompanied by auditable documentation to support the claimed expenditure.

The goal of the Moreno Valley Allied Health Partnership Program is to form and lead a region-wide allied health partnership with objectives and activities to implement and expand articulated courses, align curriculum among the partner team with business/industry advisory input, and to develop a new foundation course in three high schools in the Moreno Valley Unified School District. Health care occupations are in great demand in this region, but there has been a lack of

coordination among individual organizations. The project will strengthen and formalize an Allied Health Industry Advisory Council made up of key business/industry and public sector agencies. The project will provide a Summer Health Academy, Health Industry Day, student competitions, mentorships, apprenticeship-type internships, job shadowing, guest speakers, and tours of facilities. Products of the project will include the creation of an articulated health pathway that will be shared with other high schools; the creation of model educational plans that will be made available to counselors and guidance staff; a recruiting video will be disseminated to faculty, counselors, and career center staff, partners, students and parents; and the project will prepare a booklet of courses that students may take in high school. The Project will provide staff development in the area of increasing technical skills and knowledge of industry standards. A Student Mentor Program will be developed, and health career clubs will be expanded and developed at the high schools. The project will be coordinated and aligned with the Moreno Valley Campus, the designated allied health campus of the District. Formative and summative evaluation will be shared with the project team and the advisory council for continuous improvement. In an effort to achieve this goal, RCOE-ROP agrees to work collaboratively with Riverside Community College District to fulfill all of the objectives of the Project Workplan.

Signature Authorization Page

Riverside Community College District

Riverside County Office of Education  
Regional Occupational Program

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James L. Buysse  
Vice Chancellor, Administration and Finance

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Date

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Date

Exhibit A  
 Scope of Services (Project Workplan)

Chancellor's Office  
 California Community Colleges

District: Riverside Community College District  
 College: Moreno Valley Campus  
 RFA Specification No.: 06-0090

**PROJECT WORKPLAN**

<b>Objective: (Based on RFA Specification) (Only one objective per page)</b>			
<b>1. Align existing technical preparation programs and career technical education curriculum between high schools and/or ROCPs and community colleges to create, expand or transform foundation career technical education areas that support emerging career opportunities with the addition of new technologies or new conditions.</b>			
<b>Activities</b>	<b>Measurable Outcomes</b>	<b>Timeline (Month/Year)</b>	<b>Responsible Persons</b>
1.1 Document career pathways in emerging high wage/high skill industries. Model course sequence should be a basis to ensure that transition require neither career technical education "catch up" efforts nor redundant enrollment. As such, model course sequences should include, among other elements: <ul style="list-style-type: none"> <li>• Identification of the courses high school students should take as prerequisites for entrance into a community college career and technical education program.</li> <li>• Agreement on what students would learn in the high school courses so they do not have to repeat the courses in community college, and/or receive advanced standing and/or receive advance credit.</li> </ul>	1.1.1 Courses are aligned between secondary/ROP, community college (RCC) and educational levels. Curriculum is developed, revised or expanded.	May 2007 - June 2008	Project Director High School/ROP teachers Community College (CC) faculty Industry partners
	1.1.2 High school/ROP course sequences are identified for prerequisites into community college allied health programs.	May-December 2007	Project Director HS/ROP teachers CC faculty
	1.1.3 New articulation agreements are developed and are operational between RCC and secondary/ROP.	May-December 2007	CC CTE Project Liaison All partners
<b>Activities</b>	<b>Measurable Outcomes</b>	<b>Timeline (Month/Year)</b>	<b>Responsible Persons</b>
1.2 Develop regional faculty collaboratives among high school, ROCPs and community college faculty to redesign or align curriculum and foster its portability.	1.2.1 Project Teams are developed and meet on a quarterly basis as evidenced by agendas, minutes and sign-in sheets. Curriculum sub-teams consisting of faculty from the three high schools, RCC, and ROP meet on a regular basis.	May-December 2007	Project Director HS/ROP teachers CC faculty
	1.2.2 Document development of collaboratives among three high schools, RCC, and Riverside County ROP.		

Chancellor's Office  
 California Community Colleges

District: Riverside Community College District  
 College: Moreno Valley Campus  
 RFA Specification No.: 06-0090

## PROJECT WORKPLAN

<b>Objective: (Based on RFA Specification) (Only one objective per page)</b>			
<b>2. Address the contemporary skill needs of business and industries with career technical programs provided in high schools and ROCP.</b>			
<b>Activities</b>	<b>Measurable Outcomes</b>	<b>Timeline (Month/Year)</b>	<b>Responsible Persons</b>
2.1 Create worksite-learning opportunities for students (i.e., internships, job shadowing, cooperative work experience education, community classroom, etc.) through a Health Careers club.	2.1.1 Student in Health careers clubs are established and operational at the three high schools.	September 2007 – April 2009	HS/ROP teachers HS Career Development Facilitator
	2.1.2 150 Students participate in job shadowing or internship activities.	January 2008 – April 2009	ROP Faculty Liaison
2.2 Provide technical assistance and leadership to the projects.	2.2.1 Advisory Council for the Center for Allied Health Sciences is fully operational and meets 2x per year.	May 2007 – April 2009	Project Director All Partners
	2.2.2 Project Teams and sub-teams are organized and operational and meet monthly.	May 2007 – April 2009	HS/ROP teachers CC faculty HS Career Development Facilitator ROP Faculty Liaison CC CTE Program Liaison
<b>Activities</b>	<b>Measurable Outcomes</b>	<b>Timeline (Month/Year)</b>	<b>Responsible Persons</b>
2.3 Provide outreach activities regarding high wage/high skill career opportunities to high school students.	2.3.1 Visiting lecturers series is developed and implemented. 15 guest lecturer activities have occurred as evidenced by participant evaluation survey data.	September 2007 – April 2009	Project Director MVUSD HS Career Development Facilitator
	2.3.2 Conduct two Health Careers Industry Awareness events.	January 2008 – April 2009	Project Director ROP Faculty Liaison HS Career Development Facilitator CC CTE Project Liaison
2.4 Provide outreach by community colleges to acquaint high school students with postsecondary education experiences, thereby encouraging high school students to continue their education. Such outreach may include facilitation of students' enrollment in the community college career technical education program.	2.4 One or more community college student mentors are assigned to each of the three career clubs. Mentors regularly attend club meetings.	September 2007 – April 2009	Project Director CC Faculty CC CTE Project Liaison

Chancellor's Office  
 California Community Colleges

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## PROJECT WORKPLAN

<b>Objective: (Based on RFA Specification) (Only one objective per page)</b>			
<b>3. Provide accelerated education and training for those students who choose to be prepared for career and technical employment opportunities in less traditional and more expeditious methods while maintaining and or improving student competencies.</b>			
<b>Activities</b>	<b>Measurable Outcomes</b>	<b>Timeline (Month/Year)</b>	<b>Responsible Persons</b>
3.1 Create new industry partnerships with high schools and ROCPs.	3.1.1 Expand community college Advisory Council for the Center for Allied Health Sciences to include three high schools and ROP.	May 2007 – October 2007	Project Director Industry Partners
	3.1.2 12 New business and industry partnerships are developed and integrated into the Advisory Council for the Center for Allied Health Sciences.	May 2007 – April 2009	Project Director Industry Partners
3.2 Develop or expand programs to engage high school students in experiential and project-based learning.	3.2 Conduct 1 summer academy with 20 students participating and successfully completing.	June – August 2008	Project Director Industry Partners CC Faculty HS Career Development Facilitator ROP Faculty Liaison CC CTE Project Liaison
<b>(month/year)</b>			
3.3 Develop or expand certificate and degree programs in collaboration with high school or ROCP faculty targeted toward high school students.	3.3 Appropriate programs are developed or expanded.	September 2007 – April 2009	Project Director CC Faculty HS/ROP teachers
3.4 Sponsor events that showcase high school students' abilities and products. Student competitions activities during event will be based on HOSA model.	3.4 Two Health Careers Industry Awareness events are held. 300 students, parents, faculty, and counselors participate in the events.	January 2008 – April 2009	Project Director ROP Faculty Liaison CC CTE Project Liaison
3.5 Improve the quality of career exploration and career outreach materials through the use of career exploration software and multimedia materials.	3.5.1 6 Pathway brochures in English and Spanish are developed and disseminated.	June 2007 – October 2007	Project Director CC CTE Project Liaison Industry Partners
	3.5.2 A DVD highlighting career opportunities in health is developed and disseminated.  3.5.3 90% of students in the health clubs access the career exploration software available at the high schools.	September 2007 – April 2009	HS Career Development Facilitator
3.6 Provide opportunities for high school allied health students to earn community college credit and facilitate a smooth transition into community college allied health programs.	3.6.1 60 students successfully complete concurrent enrollment opportunities	September 2007 – April 2009	Project Director CC/HS Counselors CC CTE Project Liaison
	3.6.2 300 students successfully complete articulated courses		
	3.6.3 25% increase in high school participants who attend RCC and declare major in allied health science or related program.		

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## PROJECT WORKPLAN

<b>Objective: (Based on RFA Specification) (Only one objective per page)</b>			
<b>4. Support professional development inservice workshops for instructors, especially those focused on assisting instructors understand and apply CTE standards embedded in the CTE curriculum, thereby increasing course rigor.</b>			
Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
4.1 Partner with the RHORC and the Tech Prep Regional Collaborative to provide professional development for high school, ROCP and community college faculty, particularly in the area of increasing their technical skills and knowledge of industry standards.	4.1 40 High school, community college and ROP faculty participate in two professional development opportunities.	February 2008 – April 2009	Project Director RHORC CC CTE Project Liaison
4.2 Partner with the RHORC and the Tech Prep Regional Collaborative to provide professional development for counselors and student support personnel to ensure program viability and student access.	4.2 40 High school, community college and ROP counselors and guidance staff participate in two professional development opportunities.	November 2007 – April 2009	Project Director RHORC CC CTE Project Liaison
4.3 Develop new models for high schools and ROPs, and present them a professional development conferences.	4.3 Present project best practices at 4 regional and statewide conferences.	January – April 2009	Project Director All Partners

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## PROJECT WORKPLAN

<b>Objective: (Based on RFA Specification) (Only one objective per page)</b>			
<b>5. Establish, expand or improve sequenced courses of study in high schools, academies, or ROCPs, culminating in capstone courses that are articulated directly into community college or apprenticeship programs in high wage, high growth sectors.</b>			
Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
5.1 Develop a methodology to inform students about the options for continued study after they have completed the courses.	5.1 Articulated programs of study are developed in all health careers offered by both the secondary/post secondary institutions.	April 2007 – April 2009	CC faculty HS/ROP teachers Industry partners
5.2 Develop strategies to improve student career planning.	5.2.1 Six model educational plans are developed and in use by high school and community college counselors	April 2007 – December 2007	HS/CC counselors
	5.2.2 Utilize career assessment tool is being accessed by 90% of high school allied health career club participants.	September 2007 – April 2009	HS counselors HS Career Development Facilitator
	5.2.3 Community college orientations are designed and implemented for students interested in careers in allied health.	April 2008 – April 2009	CC counselors

5.3 Develop resources from the private sector to improve engagement with low-achieving students.	5.3.1 Conduct 1 summer academy with 20 students participating and successfully completing.	June – August 2008	Project Director Industry Partners CC Faculty HS Career Development Facilitator ROP Faculty Liaison CC CTE Project Liaison
	5.3.2 Visiting lecturers series is developed and implemented. 15 guest lecturer activities have occurred as evidenced by participant evaluation survey data.	September 2007 – April 2009	Project Director MVUSD HS Career Development Facilitator

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## PROJECT WORKPLAN

<b>Objective: (Based on RFA Specification) (Only one objective per page)</b>			
<b>6. Create new articulated courses between high schools, ROCPs and community colleges and, where appropriate, four-year institutions. Ensure that curriculum meets California Department of Education (CDE) Career Technical Education standards and/or industry standards. (CDE's CTE standards are available at: <a href="http://www.cde.ca.gov/re/pn/fd/">www.cde.ca.gov/re/pn/fd/</a>).</b>			
<b>Activities</b>	<b>Measurable Outcomes</b>	<b>Timeline (Month/Year)</b>	<b>Responsible Persons</b>
6.1 As appropriate, create high school career technical education courses that meet the requirements of the University of California "a – g" admissions criteria.	6.1 Four faculty participate in DACCOM curriculum development. At least one new allied health course is in place.	May 2007 – April 2008	CC faculty HS/ROP teachers
6.2 Create and/or update curriculum as necessary.	6.2 New/revised curriculum is in place, including at least one new allied health course.	September 2007 – December 2008	CC faculty HS/ROP teachers Industry partners
6.3 Identify opportunities for course-to-course articulation and conduct appropriate activities to create new and/or update existing agreements.	6.3 Signed articulation agreements are in place. Counselors, faculty, and students are informed of new and/or revised agreements.	May 2007 – December 2007	CC faculty HS/ROP teachers CC CTE Project Liaison

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**Objective: (Based on RFA Specification) (Only one objective per page)**

**7. Explore new and more relevant career and technical practicum models that integrate coursework and student internship for secondary students, such as ROCP teacher-supervised community classroom and cooperative work experience education methodologies, or orientation to apprenticeship programs in high wage, high growth sectors.**

Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
7.1 Begin development process of a Summer Health Institute for high school students at the participating high schools based on the model disseminated by Salinas Valley Memorial Healthcare System to increase their awareness of health care careers.	7.1 Convene partners and develop processes, procedures and strategies for Summer Health Institute	June -September 2007	Project Director
7.2 Coordinate content with Salinas Valley Memorial Healthcare System.	7.2 Develop articulation agreement with Salina Valley Memorial Healthcare System	July-September 2007	Project Director Salinas Valley Mem.
7.3 Align curriculum.	7.3 Curriculum aligned, developed and revised	September-December 2007	Project Director Industry, teachers & faculty
7.4 Discuss with industry partner hospitals.	7.4 Hold meeting with each partner	September-December 2007	Project Director Industry, teachers & faculty

Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
7.5 Select participating hospitals.	7.5 Agreement developed with one or more industry partner hospitals	December 2007-February 2008	Project Director Industry Partners
7.6 Develop prototype.	7.6 Prototype Summer Health Institute completed.	February 2008-April 2008	Project Director Industry Partners Teachers & faculty
7.7 Implement pilot.	7.7 Implemented pilot program.	June-September 2008	Project Director Industry Partners
7.8. Evaluate results in continuous assessment process.	7.8 Results evaluated and made available to partners.	October 2008-December 2008	Project Director Institutional Research

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<b>Objective: (Based on RFA Specification) (Only one objective per page)</b>			
<b>8. Disseminate materials and curriculum to middle schools, high schools, ROCPs and community colleges.</b>			
<b>Activities</b>	<b>Measurable Outcomes</b>	<b>Timeline (Month/Year)</b>	<b>Responsible Persons</b>
8.1 Develop and produce informational piece for parents.	8.1 100% of products developed are disseminated through printed media	April 2007 – October 2007	HS/ROP Faculty HS Career Development Facilitator
8.2 Design and print appropriate materials to promote the program.	8.2 Materials are printed and disseminated to all partnering secondary sites. Informational pieces for students are available in locations where students are likely to seek information.	September 2007 – December 2007	CC CTE Project Liaison HS Career Development Facilitator HS/ROP Counselors, Faculty, staff
8.3 Meet with counselors and other student support personnel to inform them of new Tech Prep pathways.	8.3 100% of counselors and guidance staff at all partnering institutions are provided information related to the program.	November 2007 – April 2009	CC CTE Project Liaison HS Career Development Facilitator

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<b>Objective: (Based on RFA Specification) (Only one objective per page)</b>			
<b>9. Evaluate project effectiveness using formative and summative evaluation processes.</b>			
<b>Activities</b>	<b>Measurable Outcomes</b>	<b>Timeline (Month/Year)</b>	<b>Responsible Persons</b>
9.1 Identify data needed to evaluate long-term project results with formative and summative evaluation processes.	9.1 Data identified.	May 2007-April 2008 and ongoing	Project Director
9.2 Collect data for evaluation.	9.2 Data collected and documented.	April 2008-July 2008	Project Director
9.3 Analyze data for project, including Summer Health Institute.	9.3 Data analyzed for entire project.	July 2008-September 2008	Project Director Institutional Research
9.4 Share evaluation results.	9.4 Evaluation results shared with project team and industry.	September-October 2008	Project Director
9.5 Provide continuous improvement process.	9.5 Continuous improvement process implemented and documented in annual reports to Chancellor's Office.	Ongoing	Project Director

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: VI-A-7

Date: June 19, 2007

Subject: Agreement with James Adame, D.D.S.

Background: Presented for the Board's review and consideration is a consultant agreement between Riverside Community College District and James Adame, D.D.S., to provide advisory services to the Moreno Valley Campus Dental Hygiene Program for the time period of July 1, 2007, through June 30, 2008. Consultant will perform a range of services that includes a review of the educational content of the program, the quality of supervision, and the evaluation of students and their progress. Consultant will be on the premises 12 hrs/wk and will review oral pathology, provide diagnostic options and oversee procedures. The cost to the District will be \$42,000.00. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for the period of July 1, 2007, through June 30, 2008, at a cost of \$42,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Wolde-Ab Isaac  
Dean, Health Sciences Programs  
Donna Lesser  
Director, Dental Hygiene Program

CONSULTANT AGREEMENT BETWEEN  
James Adame, D.D.S.  
and  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made this first day of July, 2007, by and between RIVERSIDE COMMUNITY COLLEGE DISTRICT, herein called "RCCD" and James Adame, D.D.S., herein called "Consultant."

1. Recitals:
  - a. Consultant represents that the Consultant has the background and experience to provide dental consultation to RCCD and is familiar with the purpose and powers of RCCD.
  - b. RCCD desires that dental consultation be provided and to retain Consultant in that connection and the Consultant is desirous of rendering such services.
2. Purpose: It shall be the purpose of this agreement for the Consultant to render dental consultation to the RCCD Dental Hygiene Program, for which the Consultant shall receive compensation as provided in Paragraph 9 herein.
3. Scope of Services: The Consultant shall provide services to the RCCD Dental Hygiene Program as follows:
  - a. Provide timely, relevant, and patient specific consultation in the RCCD Dental Hygiene Clinic to faculty on dental issues that are outside of their scope of practice. The consultation services include, but are not limited, to the review of radiographic lesions, oral pathology, and the provision of diagnostic opinions that aid in the educational process of students and assist their treatment of patients in the RCCD Dental Hygiene Clinic.
  - b. Maintain physical presence on the premises for at least 12 hours per week while the clinic is in operation to allow the dental hygiene faculty to oversee local anesthesia and nitrous oxide/oxygen sedation during dental hygiene clinical sessions.
  - c. Provide direct learning experiences to students as they present dental assessments at the chairside.
  - d. Maintain standards of professional conduct and ethics appropriate to the profession in a collaborative team environment.
  - e. Serve as an advocate for the Program in the dental and academic communities
  - f. Support the Program Director to ensure both didactic and supervised instruction meet current practice standards.

4. Consultant's Qualifications or Equivalents:
  - a. Hold a current, valid California dental license plus a minimum of two years full-time experience in a general dentistry practice.
  - b. Be knowledgeable in current-practice standards and the role of the dental hygienist
  
5. Term: The term of this Agreement shall be from July 1, 2007, to June 30, 2008, with the option to extend in one year increments by written consent of both parties.
  
6. Cooperation/Inspection:
  - a. RCCD shall give timely cooperation to the consultant to include reasonable access to RCCD's records and files as may be deemed necessary to perform the services contemplated hereunder. The Consultant shall cooperate, and otherwise work, with RCCD's personnel and make himself available to RCCD's personnel and other consultants, if applicable, during the term of this agreement.
  
7. Standard of Care/Licenses: The Consultant shall perform the services contemplated hereunder in a skillful and competent manner, and shall secure and maintain in force any and all licenses, permits or other documents that it may be required to have by any federal, state or local laws in order to perform such services.
  
8. Insurance: Consultant shall provide proof of insurance coverage for professional liability in the amount of at least \$1,000,000 per occurrence, which shall remain in full force and effect for the duration of this Agreement. Should Consultant's coverage change from one insurance carrier to another during the term of this Agreement, Consultant shall immediately notify the RCCD Dental Hygiene Program Director and provide proof of the new coverage to RCCD.
  
9. Compensation/Billing/Payment:
  - a. As a compensation for the services to be rendered hereunder, RCCD shall pay to Consultant \$42,000 per year (paid monthly at \$3,500/mo.) for all the dental consulting services provided, unless written approval has first been obtained from RCCD's Representative, as designated hereinafter.
  - b. The Consultant shall submit a separate billing and accounting on a monthly basis to RCCD. Each billing and accounting shall include a description of the services performed, and shall include a certification that reads, as follows:

“I hereby certify that all the data set forth in this billing and accounting is true and correct.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Statement Number)”

- c. RCCD shall review each billing and accounting within thirty (30) days after receipt thereof, and, thereafter, promptly pay the Consultant all approved amounts.
9. Reimbursement of Expenses: The Consultant shall not be reimbursed for any costs and expenses incurred on RCCD’s behalf, including without limitation, travel, telephone toll charges, messenger service, and copies of documents, unless written approval has been obtained from RCCD’s representative..
10. Records: Consultant shall maintain complete and accurate accounting records, and supporting documentation in connection therewith, with respect to the services contemplated hereunder and any costs and expenses incurred in connection therewith. All such records and documentation shall be clearly identified and readily accessible. RCCD, or its designated representative, shall have the right to examine, inspect, audit and make transcripts or copies of such records and documents during the term of this agreement and for a period of three (3) years after final payment has been made, subject to reasonable notice.
11. Termination: This agreement may be terminated in whole or in part by either party upon thirty (30) days written notice to the other party. In the event of such termination, the Consultant shall deliver to RCCD forthwith all documents, data, graphs, summaries, and other related materials, finished or unfinished, which were prepared or accumulated by the Consultant in connection with the services contemplated hereunder and any Extra Work performed prior to the date of such termination. Upon delivery thereof, the Consultant shall be paid for all approved compensation and expenses not previously paid by RCCD prior to the date of such termination.

12. Representatives: RCCD's Vice Chancellor of Administration and Finance, or the Dean of Health Sciences, Moreno Valley Campus, shall serve as RCCD's representative and shall have the authority to act on behalf of RCCD for all purposes hereunder. RCCD's representative, or his or her designee, shall be available to the Consultant at all reasonable times.
13. Right to Engage or Employ Other Consultants: Unless otherwise proscribed herein, RCCD reserves the right to engage or employ other consultants to provide services similar to those contemplated herein.
14. Property of Consultant: All data prepared by the Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall remain the property of the Consultant upon the completion of the services contemplated hereunder, except that RCCD shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this agreement shall be at RCCD's sole risk, and provided further, that Consultant shall be indemnified against any damages resulting from such use.
15. Confidentiality: All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to the Consultant in connection with this agreement shall be held in a strictly confidential manner by the Consultant. Such materials shall not, without the written consent of RCCD, be used by the Consultant for any purpose other than the performance of the services hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the services hereunder. Nothing submitted to the Consultant which is otherwise openly known to the dental industry shall be deemed confidential. The Consultant shall not use RCCD's name, logo, insignia, or photographs, or pictures that relate to the services hereunder, or any publicity pertaining thereto in any magazine, trade paper, newspaper, television, or radio production, or other similar medium without the prior written consent of RCCD.
16. Publication: Except as may be necessary for the performance of the services hereunder, no copies, sketches, or graphs of materials, including graphic art work, which are prepared pursuant to this agreement shall be released by the Consultant to any other person or agency without the prior written approval of RCCD. All press releases, including graphic display information to be published in newspapers or magazines, shall be approved and distributed exclusively by RCCD, unless otherwise approved, in writing, by RCCD.

17. Independent Contractor: The Consultant shall act in an independent capacity during the term of this agreement and not as an employee or agent of RCCD. Consultant will not be covered under RCCD's Workers' Compensation Insurance.
18. Assignability: Consultant cannot assign any of his rights, duties or obligations under this agreement to any person or entity without the written consent of RCCD being first obtained. This includes the ability to subcontract all or a portion of his rights, duties and obligations hereunder.
19. Procurement of Similar Services: In the event of this agreement is terminated in whole or in part, RCCD may procure, and otherwise contract for services similar to those terminated upon such terms and in such manner as RCCD may deem appropriate in its sole discretion.
20. Hold Harmless:
  - a. Consultant shall defend, indemnify and hold RCCD, its Trustees, agents, employees, or students harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages caused by or result from the negligence or intentional acts or omissions of Consultant, his officers, agents, or employees directly related to his performance under the terms of this Agreement..
21. Force Majeure:
  - a. In the event the Consultant is unable to comply with any provisions of this agreement due to causes beyond his control relating to acts of God, acts of war, civil disorders, or other similar acts. The Consultant shall not be held liable to RCCD for such failure to comply.
  - b. In the event RCCD is unable to comply with any provision of this agreement due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts. RCCD shall not be held liable to the Consultant for such failure to comply.
22. Notices: Any notices and reports required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

RCCD:

Wolde-Ab Isaac, Ph.D  
Dean of Health Sciences

Moreno Valley Campus  
Riverside Community College District  
16130 Lasselle St.  
Moreno Valley, CA 92551

Consultant:

James Adame, D.D.S.  
34434 Yale Drive  
Yucaipa, CA 92399

Or to such other addresses as from time-to-time shall be designated by the respective parties.

23. Waiver of Performance: No waiver by RCCD at any time of any of the provisions of this agreement shall be deemed or construed as a waiver at any time thereafter of the same or other provisions contained herein or of the strict and timely performance of such provisions.
24. Venue/Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by this agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.
25. Attorneys' Fees: In the event of any litigation or arbitration between RCCD and the Consultant to enforce any of the provisions of this agreement or any rights of any party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the successful party or parties, all costs and expenses including reasonable attorneys' fees incurred therein by the successful party or parties, all of which shall be included in and as a part of the judgment rendered in such litigation or arbitration.
26. Non discrimination: The Consultant shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this agreement, and to the extent they may be applicable hereto, The Consultant shall comply with the provisions of the California Fair Employment and Housing Act (commencing with Section 12900 of the Government Code), and the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended, and all rules and regulations issued pursuant to said Acts.

27. Time of Essence: Time is of the essence for each and every provision of this agreement.
28. Paragraph Headings: The paragraph headings herein are for the convenience of the parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this agreement.
29. Binding on Successors: The Consultant, its assigns and successors in interest, shall be bound by all the provisions contained in this agreement, and all of the parties thereof shall be jointly and severally liable.
30. Entire Agreement: This agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the provisions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection thereon. This agreement may be changed or modified only upon the written consent of the parties hereto.

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

James Adame, D.D.S.

\_\_\_\_\_  
BY: James Buysse, Vice Chancellor  
Administration and Finance

\_\_\_\_\_  
BY: James Adame, DDS

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Dated

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: VI-A-8

Date: June 19, 2007

Subject: Agreement with Office of Statewide Health Planning and Development for the Physician Assistant Program

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and the Office of Statewide Health Planning and Development to fund a portion of a faculty position to maintain and/or expand the enrollment level of students in the Moreno Valley Physician Assistant program, and encourage them to enter into practice in areas of unmet priority need. The amount of the award is \$66,545.00. The agreement covers a period of time from July 1, 2007 through June 30, 2008. Funding source: Song Brown Training Program.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for July 1, 2007 through June 30, 2008, for an amount not to exceed \$66,545.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Delores Middleton  
Associate Professor, Physician Assistant

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER <b>07-7061</b>
REGISTRATION NUMBER

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

STATE AGENCY'S NAME  
 Office of Statewide Health Planning and Development (OSHPD)

CONTRACTOR'S NAME  
 Riverside Community College District

2. The term of this Agreement is: 07/01/2007 through 06/30/2008

3. The maximum amount of this Agreement is: \$66,545.00  
 Sixty-six thousand, five hundred forty-five dollars and zero cents

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

Exhibit A – Scope of Work	01 page(s)
Exhibit B – Budget Detail and Payment Provisions	02 page(s)
Exhibit C* – General Terms and Conditions	GTC306
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	02 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	04 page(s)

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

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

<b>CONTRACTOR</b>		California Department of General Services Use Only          <input type="checkbox"/> Exempt per:
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Riverside Community College District		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 4800 Magnolia Street Riverside, Ca 92506		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME OSHPD		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Lucila Martinez, Contracts Officer		
ADDRESS 1600-9 <sup>th</sup> Street, Room 400, Sacramento, Ca 95814		

EXHIBIT A

SCOPE OF WORK

1. Contractor agrees to the following:
  - A. Under the direction of the Director of the Riverside County Regional Medical Center/Riverside Community College Physician Assistant Training Program employ various personnel in an effort to maintain and/or expand the enrollment level of students for the 2007-2008 academic year.
  - B. Budgeted personnel with anticipated duties:
    1. Faculty Member -Responsible for providing instructional support to the program; serving as faculty advisor for year I and II students; developing and coordinating tests for written examinations for the didactic courses; monitoring the academic progress of students; serving on multiple committees; and participating in student and program evaluation.
  
2. OSHPD agrees to provide:
  - A. The Program Director of the Physician Assistant Training Program, the current fiscal year's (07-01-2007 to 06-30-2008) master certification form and instructions by September 30th of the current fiscal year.
  
3. The program representatives during the term of this Contract will be:

State Agency: Office of Statewide Health Planning & Development	Training Program: Riverside County Regional Medical Center/Riverside Community College Physician Assistant Program
Name: Manuela Lachica Program Administrator	Name: Delores Middleton Program Director
Phone: (916) 654-1311	Phone: (951) 571-6166
Fax: (916) 654-3138	Fax: (951) 571-6221
E-mail: momand@oshpd.ca.gov	E-mail: delores.middleton@rcc.edu

Direct all Contract inquiries to:

State Agency: OSHPD	Contractor: Riverside Community College District
Section/Unit: Health Care Workforce and Community Development Division	Section/Unit: Contracts/Grants Unit
Attention: Melissa Omand Program Analyst	Attention: Richard Keeler Director of Contracts/Grants
Address: 1600 Ninth Street Sacramento, CA 95814	Address: 4800 Magnolia Street Riverside, Ca 92506
Phone: (916) 654-2091	Phone: (951) 222-8211
Fax: (916) 654-3138	Fax: N/A
E-mail: momand@oshpd.ca.gov	E-mail: N/A

EXHIBIT B

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

FISCAL YEAR: 07-01-2007 to 06-30-2008

	<u>Total Reimbursement</u> <u>Not to Exceed:</u>
<u>PERSONNEL SERVICES:</u>	
Faculty Member Salary & Benefits	\$61,616.00
Indirect Costs (8% maximum)	\$4,929.00
<u>Total for Fiscal Year: 07-01-2007 to 06-30-2008</u>	<u>\$66,545.00</u>

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Payment

- A. For services satisfactorily rendered and upon receipt and approval of the quarterly certifications as specified in this Article, Item B., OSHPD agrees to compensate Riverside Community College District for actual expenditures incurred in accordance with the rates specified in Exhibit B, page 1 of 2.
- B. Quarterly certifications shall include the Contract Number, the names of the people employed under this Contract, and a certification by the Director of the Family Nurse Practitioner Program (original signature) that each person was engaged in activities authorized by this Contract. These documents shall be submitted on a quarterly basis in arrears to:

Melissa Omand, Program Analyst  
Song-Brown Training Program  
Office of Statewide Health Planning and Development  
1600 Ninth Street, Room 440  
Sacramento, CA 95814

- C. A final quarterly certification shall be submitted within 120 days after the Contract has ended (i.e., Contract ends June 30th , final certification is due by October 30th) after which time, the monies revert back to OSHPD.

2. Budget Contingency Clause

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

## EXHIBIT D

### SPECIAL TERMS AND CONDITIONS

#### 1. RESOLUTION OF CONTRACT DISPUTES:

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

- (A) The Contractor first discusses a problem informally with the Song Brown Health Care Workforce Training Act Administrator. If unresolved, the problem shall be presented as a grievance to the Deputy Director, Healthcare Workforce and Community Development Division, in writing, stating the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought.
- (B) The Deputy Director shall make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor and shall respond in writing to the Contractor indicating the decision and reasons for it.
- (C) Should the Contractor find the Deputy Director's decision an unacceptable one, a letter shall be sent to the Director within ten (10) working days of receipt of the Deputy Director's decision. The Director or designee shall meet with the Contractor within twenty (20) working days of receipt of the Contractor's letter. Should the Contractor disagree with the Director's decision, the Contractor and Director may agree to submit the matter to binding arbitration.
- (D) Binding Arbitration
  - (1) At the option of the parties, binding arbitration of a dispute of grievance may be sought. Each party shall provide written notice to the other of an intention to exercise this provision. Both parties must agree to submit to arbitration. The dispute or grievance shall be resolved by a panel of three (3) experts in the particular field of dispute. Each party shall have the right to select one (1) panelist. If the party does not exercise that right within ten (10) working days after written Contract to submit to arbitration, the other party may select one (1) additional panelist. The selected panel will then select a third member.
  - (2) The panel shall set a hearing day, time and place convenient to both within thirty (30) working days of panel selection. Each party shall submit a written statement to the panel and the opposing party issues and arguments to be presented within five (5) working days of the hearing date. The hearing shall be informal with an opportunity for both parties to present their arguments. A court reporter may be present at the expense of the requesting party. The panel shall provide the parties

with a written decision within thirty (30) working days of the hearing. The decision shall be binding on the parties.

- (3) The costs of the arbitration panel shall be borne equally by the parties. At the option of the parties, these costs may be deducted from any balance of the contract funds. Both parties must agree, in writing, to utilize Contract funds to reimburse the arbitration.

## EXHIBIT E

### ADDITIONAL PROVISIONS

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

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

## EXHIBIT E

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

#### I. Contract Awards

A. Each contract entered into, pursuant to the Song-Brown Health Care Workforce Training Act, Health and Safety Code, Sections 128200, et., (hereinafter "the Act"), shall be based on the recommendation of the California Healthcare Workforce Policy Commission to the Director of the Office of Statewide Health Planning and Development recorded in the Healthcare Workforce Policy Commission official minutes.

B. Each contract shall be for a purpose authorized by the California Healthcare Workforce Policy Commission Standards for Primary Care Physician Assistant Training Programs.

C. No contracts shall provide for indirect costs in excess of 80/0 of the amount of total expenditures under the contract.

D. Each contract shall be between the Office of Statewide Health Planning and Development and a Contractor authorized to apply for funds by the California Healthcare Workforce Policy Commission Standards for Primary Care Physician Assistant Training Programs.

#### E. Purpose for Which Contract Funds May be Expended

1. Contract funds may be expended for any purpose which the training institution judges will most effectively advance the education of Primary Care Physician Assistant students, but may not be expended for any purpose specifically prohibited by State law, by these contract criteria, or by the contract with the training institution.

2. Contract funds may be used for expenses incurred for the provision of training, including faculty and staff salaries, necessary alterations and renovations, and supplies and travel directly related to the training program.

3. Contract funds may be used for new construction only when such construction is specifically provided for in the contract.

#### II. Contract Terms

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

## EXHIBIT E

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

C. Each Contract shall specify the total amount allowable under the Contract and allowable in each budget category authorized under the Contract, and shall be in accordance with recommendations of the California Healthcare Workforce Policy Commission. Transfer of funds between budget categories is permitted only with express written permission of the Deputy Director of the Healthcare Workforce and Community Development Division, and only when not prohibited by other provisions of these Contract Criteria.

### III. Accounting Records and Audits

#### A. Accounting

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

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

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

#### B. Expenditure Reporting

Reports of training program expenditures and enrollment of nurse practitioner students under the contract must be submitted as requested by the Commission or the Director of the Office of Statewide Health Planning and Development for purposes of program administration, evaluation, or review.

## EXHIBIT E

### C. Record Retention and Audit

1. The training institution shall permit the Director of the Office of Statewide Health Planning and Development, or the Auditor General, or the State Controller, or their authorized representatives, access to records maintained on source of income and expenditures of its nursing education program for the purpose of audit and examination.
2. The training institution shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.
3. The training institution agrees to make available at the office of the training institution at all reasonable times during the period set forth in subparagraph 4 below any of the records for inspection, audit or reproduction by an authorized representative of the State.
4. The training institution shall preserve and make available its records (a) for a period of three years from the date of final payment under this contract, and (b) for such longer period, if any, as is required by applicable statute, by any other clause or this subcontract, or by subparagraph a or b below:
  - a. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - b. Records which relate to (1) litigation of the settlement of claims arising out of the performance of this contract, or (2) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the training institution until disposition of such appeals, litigation, claims, or exceptions.
5. Except for the records described in subparagraph 4 above, the training institution may in fulfillment of its obligation to retain the records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of the two years following the last day of the month or reimbursement to the training institution of the certification or voucher to which such records relate, unless a charter person is authorized by the State or its duly authorized representatives.

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9)  
 STD. 204 (Rev 8-2003)

<b>1</b>	<b>INSTRUCTIONS:</b> Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this <b>fully completed</b> form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. <b>NOTE:</b> Governmental entities, federal, State, and local (including school districts), are not required to submit this form.																					
<b>2</b>	<b>PAYEE'S LEGAL BUSINESS NAME</b> (Type or Print) <b>Riverside Community College District</b> <span style="float: right;"><b>07-7061</b></span> <b>SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN</b> (Last, First, M.I.) <span style="float: right;"><b>E-MAIL ADDRESS</b></span> <hr/> <b>MAILING ADDRESS</b> <span style="float: right;"><b>BUSINESS ADDRESS</b></span> 4800 Magnolia Avenue <hr/> <b>CITY, STATE, ZIP CODE</b> <span style="float: right;"><b>CITY, STATE, ZIP CODE</b></span> Riverside Ca 92506																					
<b>3</b>	<b>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):</b> <table style="display: inline-table; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; text-align: center;">3</td> <td style="border: 1px solid black; width: 20px; text-align: center;">3</td> <td style="border: 1px solid black; width: 20px; text-align: center;">-</td> <td style="border: 1px solid black; width: 20px; text-align: center;">0</td> <td style="border: 1px solid black; width: 20px; text-align: center;">8</td> <td style="border: 1px solid black; width: 20px; text-align: center;">3</td> <td style="border: 1px solid black; width: 20px; text-align: center;">1</td> <td style="border: 1px solid black; width: 20px; text-align: center;">3</td> <td style="border: 1px solid black; width: 20px; text-align: center;">5</td> <td style="border: 1px solid black; width: 20px; text-align: center;">7</td> </tr> </table> <input type="checkbox"/> PARTNERSHIP <b>CORPORATION:</b> <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> <b>MEDICAL</b> (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> <b>LEGAL</b> (e.g., attorney services) <input type="checkbox"/> <b>EXEMPT</b> (nonprofit) <input type="checkbox"/> <b>ALL OTHERS</b> <hr/> <input type="checkbox"/> <b>INDIVIDUAL OR SOLE PROPRIETOR</b> <b>ENTER SOCIAL SECURITY NUMBER:</b> <table style="display: inline-table; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; text-align: center;"> </td> <td style="border: 1px solid black; width: 20px; text-align: center;"> </td> <td style="border: 1px solid black; width: 20px; text-align: center;">-</td> <td style="border: 1px solid black; width: 20px; text-align: center;"> </td> <td style="border: 1px solid black; width: 20px; text-align: center;"> </td> <td style="border: 1px solid black; width: 20px; text-align: center;">-</td> <td style="border: 1px solid black; width: 20px; text-align: center;"> </td> <td style="border: 1px solid black; width: 20px; text-align: center;"> </td> <td style="border: 1px solid black; width: 20px; text-align: center;"> </td> <td style="border: 1px solid black; width: 20px; text-align: center;"> </td> </tr> </table>	3	3	-	0	8	3	1	3	5	7			-			-					<b>NOTE:</b> Payment will not be processed without an accompanying taxpayer I.D. number.
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<b>4</b>	<input type="checkbox"/> California resident – Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side) – Payments to nonresidents for services may be subject to State income tax withholding. <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.																					
<b>5</b>	<b>I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</b> <hr/> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"><b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print)</td> <td style="width: 40%;"><b>TITLE</b></td> </tr> <tr> <td><b>SIGNATURE</b></td> <td><b>DATE</b></td> </tr> <tr> <td></td> <td><b>TELEPHONE</b> ( )</td> </tr> </table>			<b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print)	<b>TITLE</b>	<b>SIGNATURE</b>	<b>DATE</b>		<b>TELEPHONE</b> ( )													
<b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print)	<b>TITLE</b>																					
<b>SIGNATURE</b>	<b>DATE</b>																					
	<b>TELEPHONE</b> ( )																					
<b>6</b>	<b>Please return completed form to:</b> <b>Department/Office:</b> <u>Office of Statewide Health Planning &amp; Development</u> <b>Unit/Section:</b> <u>Business &amp; Contracts Services Unit</u> <b>Mailing Address:</b> <u>1600 9<sup>th</sup> Street, Room 450</u> <b>City/State/Zip</b> <u>Sacramento California 95814</u> <b>Telephone:</b> <u>(916) 654-2838</u> <b>Fax:</b> <u>(916) 654-3076</u> <b>E-mail Address:</b> <u>lmartine@oshpd.state.ca.us</u>																					

STATE OF CALIFORNIA -DEPARTMENT OF FINANCE  
 PAYEE DATA RECORD  
 STD. 204 (Rev.6-2003) (REVERSE)

1	<p>Requirement to Complete Payee Data Record. STD. 204</p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not to do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trust, and corporations will enter their Federal Employer Identification Number (FEIN).</p>
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California. A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p>

	<p>Payments to all nonresidents may be subject to Withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:        Withholding Services and Compliance Section: 1-888-792-4900 E-mail address:wscs.gen@ftb.ca.gov        For hearing impaired with TDD call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>
	<p><b>PRIVACY STATEMENT</b></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-5791) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payments for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency (ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>

CCC-I005

CERTIFICATION

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

<i>Contractor/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
Riverside Community College District 07-7061	33-0831357
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i> James L Buysse, Vice Chancellor, Administration and Finance	
<i>Date Executed</i>	<i>Executed in the County of</i>

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov). and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts executed or amended after July 1, 2004, the contractor may elect to offer domestic partner benefits to the contractor's employees in accordance with Public Contract Code section 10295.3. However, the contractor cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

## DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: VI-A-9

Date: June 19, 2007

Subject: Agreement with Office of Statewide Health Planning and Development for the School of Nursing

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and the Office of Statewide Health Planning and Development to provide funding to serve an additional ten students in the Associate Degree Nursing Program. Funding is provided in an effort to encourage students to enter into practice in underserved areas. This agreement awards \$200,000.00, for a period of time from July 1, 2007 through June 30, 2009. Funding source: Song Brown Training Program Grant.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for July 1, 2007 through June 30, 2009, for an amount not to exceed \$200,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Sandra Baker  
District Dean, School of Nursing

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER <b>07-7032</b>
REGISTRATION NUMBER

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

STATE AGENCY'S NAME Office of Statewide Health Planning and Development (OSHPD)
CONTRACTOR'S NAME Riverside Community College District
- The term of this Agreement is: 07/01/2007 through 06/30/2009
- The maximum amount of this Agreement is: \$ 200,000.00  
Two hundred thousand dollars and zero cents
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	01 page(s)
Exhibit B – Budget Detail and Payment Provisions	01 page(s)
Exhibit C* – General Terms and Conditions	GTC306
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	02 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	04 page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. This document can be viewed at [www.ols.dgs.ca.gov](http://www.ols.dgs.ca.gov).

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

<b>CONTRACTOR</b>		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Riverside Community College District		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 4800 Magnolia Avenue Riverside, Ca 92506		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME OSHPD		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Lucila Martinez, Contracts Officer		
ADDRESS 1600-9 <sup>th</sup> Street, Room 400, Sacramento, Ca 95814		
		<input type="checkbox"/> Exempt per:

EXHIBIT A

SCOPE OF WORK

1. Contractor agrees to the following:

A. Riverside Community College Associate Degree Nursing Program shall meet the Registered Nursing

Standards adopted by the California Healthcare Workforce Policy Commission (CHWPC) and perform services in accordance with the Contract Criteria set forth in Exhibit E, hereby attached.

B. Under the direction of the Program Director of the Riverside Community College Registered Nursing Education Program provide nursing education for ten (10) nursing students in the 07-01-2007 to 06-30-2008 fiscal year and ten (10) nursing students in the 07-01-2008 to 06-30-2009 fiscal year.

2. OSHPD agrees to provide:

A. The Program Director of the Registered Nursing Education Program, the current fiscal year's (07-01-2007 to 06-30-2008) master certification form and instructions by September 30<sup>th</sup> of the fiscal year.

B. Direct all Contract inquiries to:

Requesting Agency: OSHPD	Contractor Name: Riverside Community College
Name: Manuela Lachica, Program Administrator	Name: Colleen Molko Associate Director of Grant/Contract Services
Phone: (916) 654-1311	Phone: (951) 222-8932
Fax: (916) 654-3138	Fax: (951) 328-3787
E-mail: miachica@oshpd.ca.gov	E-mail: colleen.molko@rcc.edu

The project representatives during the term of this Contract will be:

Requesting Agency: OSHPD	Training Program: Riverside Community College-Associate Degree Nursing Program
Section/Unit: Healthcare Workforce & Community Development Division (HWCDD)	Section/Unit: Registered Nursing Education Program
Attention: Melissa Omand, Program Analyst	Attention: Sandy Baker, Program Director
Address: 1600 Ninth Street Sacramento, CA 95814	Address: 4800 Magnolia Avenue Riverside CA 92506
Phone: (916) 654-2091	Phone: (951) 222- 8408
Fax: (916) 654-3138	Fax: (951) 328-3504
E-mail: momand@oshpd.ca.gov	E-mail: sandy.baker@rcc.edu

## EXHIBIT B

### BUDGET DETAIL AND PAYMENT PROVISIONS

#### 1. Payment

A. For services satisfactorily rendered and upon receipt and approval of the quarterly certifications as specified in this Article, Item B., OSHPD agrees to compensate Riverside Community College District in accordance with the rates specified herein.

- \$833.00 (Eight hundred thirty three dollars), per ADN student per month from 07-01-2007 to 02-28-2008 and \$834.00 (Eight hundred thirty four dollars), per ADN student per month from 03-01-2008 to 06-30-2008; up to a total of One Hundred Thousand dollars and zero cents for ten (10) students in the 07-01-2007 to 06-30-2008 fiscal year.
- \$833.00 (Eight hundred thirty three dollars), per ADN student per month from 07-01-2008 to 02-28-2009 and \$834.00 (Eight hundred thirty four dollars), per ADN student per month from 03-01-2009 to 06-30-2009; up to a total of One Hundred Thousand dollars and zero cents for ten (10) students in the 07-01-2008 to 06-30-2009 fiscal year.

B. Quarterly certifications shall include the Contract Number, the names of the students supported under this Contract, and a certification by the Program Director of the Registered Nursing Education Program (original signature) that each student was engaged in activities authorized by this Contract. These documents shall be submitted on a quarterly basis in arrears to:

Melissa Omand, Program Analyst  
Song-Brown Training Program  
Office of Statewide Health Planning and Development  
1600 Ninth Street, Room 440  
Sacramento, CA 95814

C. Contractor shall submit a final certification within 120 days after the Contract has ended (i.e., Contract ends June 30th, final certification is due by October 30th) after which time, the monies revert back to OSHPD.

#### 2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, the OSHPD shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Contract and Contractor shall not be obligated to perform any provisions of this Contract.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the OSHPD shall have the option to either cancel this Contract with no liability occurring to the OSHPD, or offer a Contract amendment to Contractor to reflect the reduced amount.

## EXHIBIT D

### SPECIAL TERMS AND CONDITIONS

#### 1. RESOLUTION OF CONTRACT DISPUTES:

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

(A) The Contractor first discusses a problem informally with the Song Brown Health Care Workforce Training Act Administrator. If unresolved, the problem shall be presented as a grievance to the Deputy Director, Healthcare Workforce and Community Development Division, in writing, stating the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought.

(B) The Deputy Director shall make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor and shall respond in writing to the Contractor indicating the decision and reasons for it.

(C) Should the Contractor find the Deputy Director's decision an unacceptable one, a letter shall be sent to the Director within ten (10) working days of receipt of the Deputy Director's decision. The Director or designee shall meet with the Contractor within twenty (20) working days of receipt of the Contractor's letter. Should the Contractor disagree with the Director's decision, the Contractor and Director may agree to submit the matter to binding arbitration.

#### (D) Binding Arbitration

(1) At the option of the parties, binding arbitration of a dispute of grievance may be sought. Each party shall provide written notice to the other of an intention to exercise this provision. Both parties must agree to submit to arbitration. The dispute or grievance shall be resolved by a panel of three (3) experts in the particular field of dispute. Each party shall have the right to select one (1) panelist. If the party does not exercise that right within ten (10) working days after written agreement to submit to arbitration, the other party may select one (1) additional panelist. The selected panel will then select a third member.

(2) The panel shall set a hearing day, time and place convenient to both within thirty (30) working days of panel selection. Each party shall submit a written statement to the panel and the opposing party issues and arguments to be presented within five (5) working days of the hearing date. The hearing shall be informal with an opportunity for both parties to present their arguments. A court reporter may be present at the expense of the requesting party. The panel shall provide the parties with a written decision within thirty (30) working days of the hearing. The decision shall be binding on the parties.

(3) The costs of the arbitration panel shall be borne equally by the parties. At the option of the parties, these costs may be deducted from any balance of the contract funds. Both parties must agree, in writing, to utilize contract funds to reimburse the arbitration.

## EXHIBIT E

### ADDITIONAL PROVISIONS

1. Registered Nurse Standards Adopted by the California Healthcare Workforce Policy Commission on April 21, 2006.

I. Each Registered Nursing Education Program approved for funding under the Health Care Workforce Training Act (hereinafter "the Act") shall be operated by an accredited California School of Nursing or shall be approved by the Regents of the University of California or by the Trustees of the California State University and Colleges, or the Board of Governors of the California Community Colleges, and shall be approved by the Board of Registered Nursing pursuant to Section 2834-2837, Article 8, Chapter 6, Div. 2, of the Business and Professions Code.

II. Each Registered Nursing Education Program approved for funding under the Act shall include a component of clinical experience and curriculum in medically underserved multi-cultural communities, lower socioeconomic neighborhoods, or rural communities, and shall be organized to prepare nurses for service in such neighborhoods or communities.

III. Appropriate strategies shall be developed by each nursing education institution receiving funds under the Act to encourage nursing students who are educated in programs funded by the Act to enter into practice in underserved areas for nurses within California as defined by the Healthcare Workforce Policy Commission (hereinafter referred to as "areas of unmet need"). Such strategies shall incorporate the following elements:

A. An established procedure to identify, recruit, and admit nursing students who possess characteristics which would suggest a predisposition to practice in areas of unmet need, and who express a commitment to serve in areas of unmet need.

B. An established counseling and placement program designed to encourage nursing program graduates to enter practice in underserved areas.

C. A program component such as a preceptorship experience in an underserved area, which will enhance the potential of nursing program graduates to practice in such an area.

2. Registered Nursing Contract Criteria Adopted by the California Healthcare Workforce Policy Commission on April 21, 2006.

I. Contract Awards

A. Each contract entered into, pursuant to the Health Care Workforce Training Act, Health and Safety Code, Sections 128200, et, (hereinafter "the Act"), shall be based on the recommendation of the Healthcare Workforce Policy Commission to the Director of the Office of Statewide Health Planning and Development recorded in the Healthcare Workforce Policy Commission official minutes.

## EXHIBIT E

B. Each contract shall be for a purpose authorized by the Healthcare Workforce Policy Commission Standards for Registered Nursing Education Programs.

C. Each contract shall be between the Office of Statewide Health Planning and Development and a Contractor authorized to apply for funds by the Healthcare Workforce Policy Commission Standards for Registered Nursing Education Programs.

### D. Purpose for Which Contract Funds Maybe Expended

1. Contract funds may be expended for any purpose which the educational institution judges will most effectively advance the education of nursing students, but may not be expended for any purpose specifically prohibited by State law, by these contract criteria, or by the contract with the nursing education institution.

2. Contract funds may be used for expenses incurred for the provision of nursing education, including faculty and staff salaries, nursing student stipends, alterations and renovations necessary to the provision of the nursing education programs, and supplies and travel directly related to the nursing education program.

3. Contract funds may be used for new construction only when such construction is specifically provided for in the contract.

## II. Contract Terms

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

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

C. Each Contract shall specify the total amount allowable under the Contract and allowable in each budget category authorized under the Contract, and shall be in accordance with recommendations of the Healthcare Workforce Policy Commission. Transfer of funds between budget categories is permitted only with express written permission of the Deputy Director of the Healthcare Workforce and Community Development Division, And only when not prohibited by other provisions of these Contract Criteria.

## EXHIBIT E

### III. Accounting Records and Audits

#### A. Accounting

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

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

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

#### B. Expenditure Reporting

Reports of nursing education program expenditures and enrollment of nursing students under the contract must be submitted as requested by the Commission or the Director of the Office of Statewide Health Planning and Development for purposes of program administration, evaluation, or review.

#### C. Record Retention and Audit

1. The education institution shall permit the Director of the Office of Statewide Health Planning and Development, or the Auditor General, or the State Controller, or their authorized representatives, access to records maintained on source of income and expenditures of its nursing education program for the purpose of audit and examination.
2. The education institution shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.
3. The education institution agrees to make available at the office of the education institution at all reasonable times during the period set forth in subparagraph 4 below any of the records for inspection, audit or reproduction by an authorized representative of the State.

EXHIBIT E

4. The education institution shall preserve and make available its records (a) for a period of three years from the date of final payment under this contract, and (b) for such longer period, if any, as is required by applicable statute, by any other clause or this subcontract, or by subparagraph a or b below: a. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

b. Records which relate to (1) litigation of the settlement of claims arising out of the performance of this contract, or (2) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the education institution until disposition of such appeals, litigation, claims, or exceptions.

5. Except for the records described in subparagraph 4 above, the education institution may in fulfillment of its obligation to retain the records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of the two years following the last day of the month or reimbursement to the education institution of the invoice or voucher to which such records relate, unless a charter person is authorized by the State or its duly authorized representatives.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No. VI-A-10

Date: June 19, 2007

Subject: Memorandum of Understanding with Riverside Gateway to College Early College High School

Background: Presented for the Board's review and consideration is a Memorandum of Understanding between Riverside Community College District and Riverside Gateway to College Early College High School (ECHS) to provide staff (project director/dean principal, secretary, accounting clerk, part-time hourly) to operate and assist Gateway to College Early College High School meet the replication and Charter School objectives as prescribed by the agreements with Portland Community College and Riverside Unified School District (RUSD). Gateway to College ECHS will reimburse the District the full cost of salary and benefits for staff assigned to Gateway to College ECHS, and the cost of any supplies, materials, services, and equipment purchased through RCCD. Gateway to College will be invoiced on a quarterly basis. Total payment under this Memorandum of Understanding shall not exceed \$300,000.00, for the period July 1, 2007 through June 30, 2008. Funding source: Gateway to College Early College High School.

Recommended Action: It is recommended that the Board of Trustees approve the Memorandum of Understanding, for the time frame of July 1, 2007 through June 30, 2008, in the amount of \$300,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the Memorandum of Understanding.

Salvatore G. Rotella  
Chancellor

Prepared by: Shelagh Camak  
Associate Vice Chancellor, Workforce Development  
Michael Wright  
Director, Workforce Preparation Grants and Contracts

MEMORANDUM OF UNDERSTANDING (MOU)

This Agreement, made and entered into this July 1, 2007, by and between RIVERSIDE GATEWAY TO COLLEGE EARLY COLLEGE HIGH SCHOOL, (herein referred to as Gateway to College), and RIVERSIDE COMMUNITY COLLEGE DISTRICT (herein referred to as THE COLLEGE).

WHEREAS, GATEWAY TO COLLEGE is authorized to collaborate with an entity who is competent to perform the special services required, and WHEREAS, THE COLLEGE has the expertise, and experience to perform the duties set out herein. Now therefore, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. DESCRIPTION OF SERVICES: THE COLLEGE shall provide all services as outlined and specified in Exhibit A, consisting of 1 page, attached hereto and by this reference incorporated herein.
2. PERIOD OF PERFORMANCE: It is mutually agreed and understood that the obligation of the GATEWAY TO COLLEGE is limited by and contingent upon the availability of funds for the GATEWAY TO COLLEGE'S expenditures. In the event that the GATEWAY TO COLLEGE is unable to fulfill its obligation, GATEWAY TO COLLEGE shall immediately notify THE COLLEGE in writing, and reimburse THE COLLEGE for all services rendered. This Agreement shall be deemed terminated per the terms of Paragraph 6 and have no further force.
  - 2.1 This Agreement shall be effective as of July 1, 2007 and continue in effect through June 30, 2008.
3. HOLD HARMLESS – GATEWAY TO COLLEGE: It is understood and agreed that no relationship of employer employee exists between the parties hereto. GATEWAY TO COLLEGE shall not be entitled to any benefits payable to employees of THE COLLEGE, including THE COLLEGE's Workers Compensation Benefits. GATEWAY TO COLLEGE hereby holds THE COLLEGE harmless from any and all claims that may be made against THE COLLEGE upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
4. HOLD HARMLESS – THE COLLEGE: It is understood and agreed that no relationship of employer employee exists between the parties hereto. THE COLLEGE shall not be entitled to any benefits payable to employees of GATEWAY TO COLLEGE, including GATEWAY TO COLLEGE Workers' Compensation Benefits. THE COLLEGE hereby holds GATEWAY TO COLLEGE harmless from any and all claims that may be made against GATEWAY TO COLLEGE based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

5. INDEMNIFICATION:

GATEWAY TO COLLEGE shall indemnify and hold THE COLLEGE, its Trustees, officers, agents, employees and independent contractors, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of GATEWAY TO COLLEGE, its agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (GATEWAY'S employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or

arising from the performance of the services contemplated hereunder, and GATEWAY TO COLLEGE shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by THE COLLEGE), THE COLLEGE, its officers, agents, employees and independent contractors, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold THE COLLEGE free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

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

6. INSURANCE: GATEWAY TO COLLEGE shall maintain, in full force and effect Workers' Compensation Insurance in accordance with the laws of the State of California, and, General Liability Insurance in the amounts of \$1,000,000 per single incident and \$3,000,000 in the aggregate. Proof of said insurance shall be furnished to THE COLLEGE upon request.
7. TERMINATION: This Agreement may be terminated without cause by either party by giving written notice thirty (30) days prior to the start of any academic semester of intention to terminate, and may be terminated for cause by either party by giving five (5) days written notice of intention to terminate.
8. CONFLICT OF INTEREST: THE COLLEGE shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

9. **ADMINISTRATION:** The Board of Directors of GATEWAY TO COLLEGE shall administer this Agreement on behalf of the GATEWAY TO COLLEGE.
10. **ASSIGNMENT:** This Agreement shall not be assigned by THE COLLEGE either in whole or in part, without prior written consent of GATEWAY TO COLLEGE any assignment or purported assignment of this Agreement by THE COLLEGE without the prior written consent of GATEWAY TO COLLEGE will be deemed void and of no force or effect.
11. **THE COLLEGE'S SUBCONTRACTS AND SUBAGREEMENTS:** THE COLLEGE shall not assign this Agreement nor enter into any Agreement with any other party or transfer any interest or obligation in the Agreement without written consent of GATEWAY TO COLLEGE.
12. **NONDISCRIMINATION:** The parties to this agreement shall not discriminate in recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, martial status or sex in the performance of this Agreement, and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), and Federal Civil Rights Act of 1962 ( P.L. 88-352).
13. **CHILD ABUSE REPORTING:** In accordance with the Child Abuse and Neglect Reporting Act (CANRA) and California Penal Code 11166, the parties shall ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement will report any known or suspected child abuse or neglect to a child protective agency, by telephone and within 36 hours of the suspected abuse or neglect.
14. **ALTERATION:** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
15. **ACCREDITATION:** THE COLLEGE verifies upon execution of this Agreement, that it is fully accredited and in compliance with any State, and Federal laws and regulations relative to the scope of services to be performed under Exhibit A.
16. **CONFIDENTIALITY:** GATEWAY TO COLLEGE and THE COLLEGE shall observe all Federal and State regulations concerning confidentiality of records.
17. **WORK PRODUCT:** All reports, preliminary findings, or data assembled or compiled by THE COLLEGE under this Agreement become the property of the GATEWAY TO

COLLEGE. The GATEWAY TO COLLEGE reserves the right to authorize others to use or reproduce such materials. Therefore, such materials may not be circulated in whole or in part, nor released to the public by THE COLLEGE.

18. JURISDICTION, VENUE, ATTORNEY'S FEES: This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.
19. WAIVER: Any waiver by GATEWAY TO COLLEGE of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the GATEWAY TO COLLEGE to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping GATEWAY TO COLLEGE from enforcement hereof.
20. DEBARMENT: Executive Order 12549, Debarment and Suspension, 34CFR Part 85, Section 85.510. (Lower Tier)
  1. THE COLLEGE certifies, that in its operations of an activity program, neither it nor its Principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  2. Where the recipient agency is unable to certify to any of the statements in this certification, such agency shall attach an explanation to this proposal.
21. DRUG-FREE WORKPLACE: As required by the State Drug-Free Workplace Act of 1990(Government Code Section 8350 et seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, THE COLLEGE certifies that it will continue to provide a drug-free workplace. The Authorized Representative, in signing this document, certifies that they have read and are in compliance with all terms and conditions required for certification.
22. SEVERABILITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
23. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous

agreements of any kind or nature relating to the same shall be deemed to be merged herein. This agreement does not interfere with THE COLLEGE from hiring its own personnel to perform any function identified in the scope of work outlined in Exhibit A. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.

24. NOTICES: All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

Shelagh Camak  
Assoc. Vice Chancellor, Workforce Dev.  
Riverside Community College District  
4800 Magnolia Ave.  
Riverside, CA 92506

Jill Marks  
Dean/Principal  
Gateway to College  
4800 Magnolia Ave.  
Riverside, CA 92506

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

GATEWAY TO COLLEGE

\_\_\_\_\_  
By: James Buysse, Vice Chancellor  
Administration and Finance

\_\_\_\_\_  
By: Jill Marks, Dean/Principal  
Gateway to College ECHS  
Secretary, Board of Directors  
Gateway to College ECHS

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

EXHIBIT A

Scope of Work

It is agreed that THE COLLEGE will provide personnel to operate GATEWAY TO COLLEGE. The following staff assignments will be provided by THE COLLEGE to meet the replication and Charter School objectives as prescribed by the agreements between THE COLLEGE, Portland Community College and Riverside Unified School District (RUSD):

Project Director (Dean/Principal) – 85% FTE

\*Resource Specialist—10% FTE

Secretary I – 100% FTE

Accounting Clerk – 100% FTE

Part Time Hourly

In addition Gateway to College ECHS will be able to purchase supplies, materials, postage and other services, and computer equipment through RCCD.

GATEWAY TO COLLEGE will reimburse THE COLLEGE the cost of staff salary and benefits for the specified staff assigned to GATEWAY TO COLLEGE ECHS and the cost of any supplies, materials, services, and equipment purchased through RCCD. Total payment under this Agreement shall not exceed \$300,000.00 for the period July 1, 2007 through June 30, 2008. THE COLLEGE will ensure that all assigned personnel will track and record their paid time on an ongoing basis using standardized Paid Performance Reports supplied by GATEWAY TO COLLEGE ECHS.

THE COLLEGE will invoice GATEWAY TO COLLEGE ECHS on a quarterly basis for the time worked by assigned personnel.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: VI-A-11

Date: June 19, 2007

Subject: Amendment to the Agreement with California State University Fullerton  
Auxiliary Services Corporation

Background: Attached for the Board's review and consideration is an amendment to the agreement between Riverside Community College District and California State University Fullerton Auxiliary Services Corporation (CSUF ASC). CSUF ASC will oversee the use of United States Small Business Administration grant resources in the amount of \$219,787.00. RCCD shall provide a Service Center to existing and potential small business owners in Riverside, San Bernardino and Orange Counties that provides services, business counseling, and training intended to increase the high technology business sector within the service territory. The amendment will extend the term of the contract from January 1, 2007 through December 31, 2007. Funding source: United States Small Business Administration/CSUF.

Recommended Action: It is recommended that the Board of Trustees ratify the amendment, from January 1, 2007 through December 31, 2007, for \$219,787.00, and authorize the Vice Chancellor, Administration and Finance, to sign the amendment.

Salvatore G. Rotella  
Chancellor

Prepared by: John Tillquist  
Dean, Business, Technology and Economic Development

AMENDMENT TO THE AGREEMENT  
WITH  
CALIFORNIA STATE UNIVERSITY FULLERTON AUXILIARY SERVICES CORPORATION

THIS AMENDMENT, entered into on June 20, 2007 by and between California State University, Fullerton Auxiliary Services Corporation (hereinafter "CSUF ASC"), a nonprofit auxiliary corporation and fiscal agent of the California State University, Fullerton (hereinafter "CSUF") and RIVERSIDE COMMUNITY COLLEGE DISTRICT (hereinafter "CONTRACTOR"), a public community college district and administrative host agent for the TriTech Small Business Development Center (hereinafter "TriTech SBDC"), is made in light and regard to the following facts and circumstances:

RECITALS

WHEREAS, on or before March 21, 2006, CSUF ASC and CONTRACTOR entered into 'a Subcontract agreement ("Agreement") pursuant to Grant/Cooperative Agreement No. 3-603001-Z0066-01 from the United States Small Business Administration (hereinafter "Prime Award") to CSUF ASC on behalf of CSUF; and,

WHEREAS, CSUF ASC, in accordance with the Prime Award, serves as a Lead Center to perform administrative, training, and auditing responsibilities for the Santa Ana Region; and,

WHEREAS, CONTRACTOR, serving as the administrative host for the TriTech SBDC, agrees to ensure Orange County Small Business Development Center's compliance with the goals and milestones referenced and incorporated herewith as Exhibit A in support of the guideline and of the Prime Award; and,

WHEREAS, CSUF ASC and CONTRACTOR agree to extend its contractual relationship through December 31, 2007, in accordance with and in support of Prime Cooperative Agreement no. 7-603001-Z-0066-05 and its Amendment 1.

NOW, THEREFORE, in consideration and mutual promises of CSUF ASC and CONTRACTOR,

Said Agreement is hereby amended as follows:

ARTICLE II. SCOPE OF WORK

CONTRACTOR shall be responsible for performing the tasks in 2007 specified in Exhibit A, referenced and incorporated herewith.

ARTICLE III. TERM OF CONTRACT

This Agreement is effective January 1, 2006 and terminates December 31, 2007, subject to extension by mutual written agreement of the parties here to, and continued funding to CSUF ASC by the Prime Sponsor.

#### ARTICLE IV. COMPENSATION

In consideration of the work to be performed by CONTRACTOR in accordance to Exhibit A, CSUF ASC shall compensate CONTRACTOR for all costs, including indirect costs and taxes, in accordance with the budget, attached and incorporated herewith as Exhibit B. Unless otherwise agreed by signed mutual document, subject to OMB Circular A-110, paragraph .25(c) and (f), the total compensation for all costs during this budget period, including indirect costs and taxes for this project shall not exceed Two Hundred Nineteen Thousand Seven Hundred Eighty-Seven dollars (\$219,787.00).

#### ARTICLE 5. MATCHING FUNDS

Requirement Pursuant to the terms of the Prime Award, CONTRACTOR shall provide total Matching Funds equal to the total amount of funding received. At least 50% of the Matching Funds must be Cash Match. The remaining 50% may be provided through any allowable combination of additional cash, in-kind contributions or indirect costs.

- 5.1 The minimum Cash Match required from CONTRACTOR pursuant to this budget period is One Hundred Ten thousand One Hundred Thirty-Four dollars (\$110,134.00).
- 5.2 The minimum In-Kind Contribution required from CONTRACTOR for this budget period is Two Hundred Forty-Six thousand Nine Hundred Twenty-Seven dollars (\$246,927.00).

#### ARTICLE 7. DELIVERY

All services and materials under this Agreement shall be completed and/or delivered to CSUF ASC on or before December 31, 2007 unless extended by mutual written agreement between the parties.

#### ARTICLE 8. RETENTION OF RECORDS

CSUF ASC and CONTRACTOR agree to permit each other or any of its duly authorized representatives to have access to and to examine and audit, any pertinent books, documents (including, but not limited to, any and all contracts, memorandum of understanding and other agreements with vendors, cash match donors and in-kind donors), papers, and records related to this Agreement. CSUF ASC and CONTRACTOR agree to maintain and preserve all records relative to this Agreement, for three (3) years after termination. Furthermore, all records related to this Subcontract shall be reasonably available for inspection by the State of California pursuant to Government Code § 8546.7, which states in pertinent part: "...every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) entered into by any state agency, ... or by any other public entity, shall be subject to the examination and audit of the State Auditor, at the request of the public entity or as part of any audit of the public entity, for a period of

three years after final payment under the contract."

All other provisions of the Agreement, as amended, shall remain in full force and effect.

For CONTRACTOR

James Buysse  
Name

Vice Chancellor  
Title

Riverside Community College District  
Organization

\_\_\_\_\_  
Signature

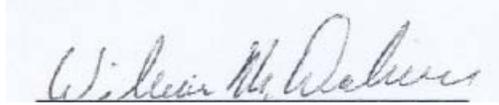
\_\_\_\_\_  
Date

For CSU Fullerton ASC

William M. Dickerson  
Name

Executive Director  
Title

CSU Fullerton ASC  
Organization

  
Signature

\_\_\_\_\_  
Date

EXHIBIT A  
SCOPE OF WORK

1. DEFINITION OF TERMS

Capitalized terms as used in this Agreement have the following definitions:

- A. "8(a) Program" means the SBA 8(a) Business Development Program -An SBA Program that offers abroad scope of assistance to socially and economically disadvantaged firms.
- B. "Agreement" refers to this Agreement, number 03CBE006.
- C. "Budget Category" means the major budget subject headings designated in Exhibit B. They are: Personnel, Fringe Benefits, Travel, Equipment, Supplies, Contractual, Consultants, Other and Indirect Costs.
- D. "Budget Line Item" means any specific budget item designated within each Budget Category in Exhibit B.
- E. "Business counseling services" means one-on-one or small group meetings with current and/or prospective small business owners in person, by telephone, video conferencing, or computer, to coach, mentor or provide information to help the small business owner move towards intended results.
- F. "Cash Match" means that term as defined in 13 CFR Parts 130, 143, 145 and 146 and OMB Circulars A-2I, A-87, A-102, A-I 10, A-I22 and A-133, as applicable and as amended or superceded.
- G. "CATS" means the SoftShare WinCATS OR WebCATS Client Activity Tracking System used by the Lead Center Program.
- H. "CDBG" means the United States Department of Housing and Urban Development, Community Development Block Grant.
- I. "CFR" means the Code of Federal Regulations.
- J. "COCCC" means the Chancellor's Office of the California Community Colleges.
- K. "CONTRACTOR" means the Riverside Community College District.
- L. "Cooperative Partners" means those partners identified in the annual Notice of Award (Cooperative Agreement) issued by SBA. The 2007 Notice of Award specifies the Cooperative Partners as CSU Fullerton Auxiliary Services Corporation ("ASC") and SBA.

- M. "Santa Ana District Network" means the Lead Center, the Orange County SBDC, Inland Empire SBDC and TriTech SBDC.
- N. "Empowerment Zones" means a community designated by the federal Department of Housing and Urban Development (HUD) as an area that suffered significant economic distress and may receive targeted funding from federal agencies.
- O. "Funds" means any Funds listed in any column of Exhibit B with the exception of the COCCC Column. COCCC funds are paid directly to the CONTRACTOR by COCCC.
- P. "Expiration" means the expiration, termination or cancellation of this Agreement.
- Q. "In-Kind Match" means that term as defined in 13 CFR Parts 130, 143, 145 and 146 and OMB Circulars A-21, A-87, A-102, A-110, A-122 and A-133, as applicable and as amended or superceded.
- R. "HUBZone" means a Historically Under-utilized Business Zone designated by SBA as an area located within one or more qualified census tracts, qualified non-metropolitan counties or lands within the external boundaries of an Indian Reservation.
- S. "Lead Center" means the Tri-County Lead SBDC.
- T. "Lead Center Director" refers to the individual, or designee, on behalf of the Lead Center who has the overall responsibility to administer and evaluate the work of the CONTRACTOR during the term of this Agreement.
- U. "Notice" means a notice of probation.
- V. "OMB" means the federal Office of Management and Budget.
- W. "Program Income" means all monies earned or received from Service Center clients and others in payment for Lead Center Program activities and/or products other than counseling services.
- X. "PQL" means the SBA Prequalification Loan Program.
- Y. "SBA" means the United States Small Business Administration.
- Z. "SBDC" means Small Business Development Center.
- AA. "SCORE" means the Service Corps of Retired Executives.
- BB. "Service Center" means the TriTech Small Business Development Center.

CC. "Special Emphasis Groups" refer to underrepresented populations of business owners compared to their representation in the overall population. Depending upon the service territory demographics of the Service Center, Special Emphasis Groups may include: disabled individuals, Native Americans or Alaska Natives, Black or African Americans, Asian Americans, Native Hawaiians or other Pacific Islanders, Hispanics, women, veterans, service-connected disabled veterans, individuals in rural areas and HUBZones and those in low to moderate income urban areas as determined by Census Bureau information.

EXHIBIT A  
ATTACHMENT 1  
CONTRACTORS RESPONSIBILITY AND MILESTONES

The CONTRACTOR agrees the following responsibilities and milestones shall be met by its Service Center:

1. The Service Center, with a principal office located at 2 Park Plaza, Irvine, CA, shall provide services to existing and potential small business owners in the following service territory: Riverside, San Bernardino and Orange County. In addition to the above location, the Service Center shall operate the following satellite offices: 4800 Magnolia Avenue, Riverside, CA. The Service Center may also provide services consisting of scheduled business counseling and training at outreach centers. As used in this Attachment, "outreach center" means a location where SBDC counseling and training services may be provided on an "as needed basis," outside of the normal Service Center setting. The Service Center and its satellite office(s) shall be open a minimum of eight (8) hours each business day with services provided during the evening or on weekends. The Service Center and its satellite office(s) shall have prominent display of the SBA/SBDC co-branding logo at the front of the office and each satellite office and shall have separate and clearly identifiable operations, programs and phones from the Contractor. The Contractor shall obtain prior written approval from the CSUF Lead Center to relocate or change the address of the Service Center and satellite office(s). The facilities and staff of the Service Center and its satellite office(s) shall be located in such places as to provide maximum accessibility and benefits to the existing and potential small businesses for which the Service Center is intended to serve.
2. The Service Center shall increase the contribution of the small business sector to the economic development of its service territory, as specified in paragraph 1 of this Attachment. The Service Center shall accomplish this by using a variety of service delivery mechanisms, including satellite locations, traveling counselors or electronic capabilities, when appropriate and by providing in-depth, high quality, one-on-one business consulting, training services, information and referral services, outreach and marketing services, and specialized services to existing and prospective small business owners. These services must result in business growth, expansion, innovation, increased productivity; improved management of small businesses; lead to positive economic impact; and meet the milestones of this Agreement for calendar year 2007.
3. This Agreement is subject to the terms and conditions incorporated by reference to the Santa Ana District SBDC Network Policies and Procedures Manual. In the event of conflicting or otherwise inconsistent policies, this Agreement shall prevail.
4. The Service Center shall establish and maintain active cooperative agreements with other service providers (e.g., colleges, universities, economic development corporations, local government agencies) to further the objectives detailed in the annual Notice of Award (Cooperative Agreement, to be provided to the CONTRACTOR by Lead Center upon request) issued by SBA.

5. The Service Center shall establish and maintain annual participation agreements with private-sector persons or firms to provide professional consulting services (e.g., accounting, engineering, and law) at an agreed-upon rate (e.g., pro bono, market or below market rate). The objective of a participation agreement is to provide services not available from the Service Center's staff. Participation agreements shall be reviewed annually by the Lead Center.
6. The Service Center shall establish and maintain an advisory board in accordance with 15 U.S. Code, Title 15, Chapter 14.A. § 648(j).
7. The Service Center shall identify and foster relationships with entities representing Special Emphasis Groups in order to increase the number of clients served in those populations. Additionally, the Service Center shall endeavor to raise the level of awareness of its audiences at small business seminars, conferences and outreach program announcements about the needs of veterans and service connected disabled veterans.
8. The Service Center shall submit to the Lead Center an updated 2007 SBDC Business Plan no later than August 1, 2007.
9. The CONTRACTOR shall notify the Lead Center immediately upon Service Center Director resignation/termination
10. The CONTRACTOR shall appoint a new Service Center Director within ninety (90) days of a Service Center Director vacancy. An Acting Director may be appointed until a permanent Service Center Director is selected.
11. The CONTRACTOR shall expand its search for a new Service Center Director to obtain the most qualified candidate. The Lead Center Director, or designee, shall participate in reviewing and interviewing potential candidates.
12. The Service Center Director shall be a full-time (100%), senior manager who shall direct and monitor Program activities and financial affairs of the Service Center to deliver effective services to the small business community, ensure Service Center compliance with applicable laws, regulations, OMB circulars and Executive Orders, as well as implement this Agreement. The Service Center Director shall be responsible for providing information to the Lead Center Director, or designee, for negotiating the annual Agreement with the LeadCenter, ensuring that local needs are addressed. The Service Center Director has authority to control expenditures under the Service Centers budget. The Service Center Director shall serve as the principal contact point for all matters involving the SBDC Network.
13. The Service Center shall develop and implement a client intake process to determine the best utilization of resources in providing service to each inquiry or client. Services

provided shall fall under one of the following five (5) core service categories: 1) business counseling; 2) training services; 3) information and referral services; 4) outreach and marketing; and, 5) specialized services.

A. Business Counseling

- 1) The Service Center shall provide confidential, quality business counseling services, including counseling provided electronically, to improve the business skills of existing and prospective small business owners, specifically to owners of high technology, high growth companies. Business counseling services shall consist of advice, guidance or instruction concerning the formation, management, financing and operation of small business enterprises.

In order to be counted toward business counseling milestones, the counseling must provide a minimum of one (1) hour of assistance, as recorded in CATS. In order to receive credit for one (1) hour of counseling provided electronically, the counselor must spend a minimum of one (1) hour researching and formulating the response. This may include several electronic questions and responses that cumulatively add up to one (1) hour. The Service Center shall not charge fees to its clients for business counseling services.

- 2) The minimum milestones for business counseling are fifty-nine (59) clients being provided a total of five or more hours of counseling time with two hundred ninety-five (295) hours preparation time during the term of this Agreement.
- 3) In addition to the milestones for business counseling, the Service Center shall document twenty-four (24) businesses progressing from the "start up" stage to the "in business" stage. Start up is defined as those individuals who have been "in business" up to 12 months. In business is defined as: Completed required registration(s), if applicable, with the local, state, and/or Federal government (e.g., DBA registration, get a business license, agency issued tax identifications, etc.)

AND

At least one of the following:

- Has documented a transaction from the sale of a product or professional or personal service for the purpose of gain or profit;
  - Has contracted for or compensated an employee(s) or independent contractor(s) to perform essential business functions;
  - Has acquired debt or equity capital to pursue business operations (e.g., to purchase inventory, equipment, building, business, etc.); or
  - Has incurred business expenses in the operation of a business.
- 4) The Service Center shall document \$3,000,000 of capital infusion, which includes all

forms of capital debt, investments from all sources (i.e., lines of credit, consumer debt products used specifically for the business, angel investors, owner's capital contributions, etc.). Credit lines and other revolving debt facilities/instruments are to be recognized for the full amount of the line of credit when established and not to be based on individual draw-downs.

Aggregate total of the following:

- Dollar amount of SBA loans
- Dollar amount of non-SBA loans
- Dollar amount of equity capital (to include private investment)

- 5) The Service Center shall work with its Lead Center Director in developing strategies to accomplish the business counseling milestones. Upon conclusion of the third quarter period ending September 30, 2007, the Lead Center Director shall review and may initiate amendments as necessary to the Service Center's business counseling milestones identified in paragraph 13.A.2 -13.A.4 of this Attachment.
- 6) In the course of delivering business counseling services, the Service Center shall:
  - a) Provide in-depth counseling services to small businesses in the Service Center's service territory.
  - b) Provide specialized services to high-growth/high-impact clients.
  - c) Establish a strategy to provide consistent consulting services at the Service Center's local outreach locations.
  - d) Provide pre-and post-loan technical assistance to participants of the Community Development Corporation Micro-loan Program.
  - e) Provide counseling to assist small business entrepreneurs to gain access to federal and state contracts.

## B. Training Services

- 1) The Service Center shall conduct training activities or events in which the Service Center shall actively deliver a structured program of knowledge, information, or experience on a business-related subject to groups of six (6) or more existing and prospective small businesspersons that address specific small business needs. In order to be counted toward training milestones, the training must provide a minimum of one hour of instruction documented with brochures and/or supporting materials as well as a list of attendees. If there are fewer than six (6) attendees, the Service Center shall provide to the Lead Center Director a written explanation detailing the subject matter and special circumstances. The Lead Center Director

shall provide to the Service Center written approval before the event can be counted towards training milestones.

- 2) The minimum training milestones shall be twenty-three (23) events for approximately two hundred thirty (230) attendees annually.
- 3) Training services may be provided by in-person sessions or by teleconferences, Internet, videos, and electronic media.
- 4) The Service Center shall design and provide quality training in two general formats:
  - a) One-time topic specific; and,
  - b) Long term, multiple topics.

The Service Center is encouraged to charge reasonable fees to cover SBDC Program costs associated with training services.

- 5) Training services shall be scheduled to accommodate the varied schedules of entrepreneurs and vary from daytime to evenings and weekends.
- 6) Training services shall be coordinated with the SBA and other service providers to avoid duplication.
- 7) Training services shall be co-sponsored with other organizations, including, but not limited to, the Tech Coast Venture Network, OCTANe, Tech Coast Angels, and private companies.
- 8) In the course of conducting training, the Service Center shall:
  - a) Enter all training events into CATS.
  - b) Offer in-depth entrepreneurial training courses for established businesses using appropriate curriculum for business clients.
  - c) Provide training seminars, workshops, and assistance to small businesses and entrepreneurs.
  - d) Assist the SBDC Network with activities to brand the SBDC Network and promote specialized services and initiatives.
  - e) Coordinate training activities with local economic development organizations to avoid duplication of services.
  - f) Provide a list of scheduled training workshops and seminars, including dates, locations, instructor and background, and course content to the Lead Center no

later than the first day of the quarter in which the training is provided.

#### C. Information and Referral Services

- 1) The Service Center shall establish and maintain an on-site resource library that contains current resource materials, publications, information and statistical data needed by existing and prospective small business owners. The library shall include at least one (1) computer workstation dedicated for use by clients to access the Internet for business research purposes.
- 2) The Service Center shall maintain a listing of appropriate services and resource providers to which clients may be referred for services not offered by the Service Center, including, but not limited to, SCORE and local community colleges.
- 3) The Service Center's client intake process must record the number of clients requesting information or referred, the general topic of inquiry, and to whom the client is referred. Fulfillment of information requests and referrals requiring less than one (1) hour of Service Center staff or consultant time shall not be entered into CATS as a counseling case.
- 4) The Service Center shall not count information transfers as business counseling or training, as defined by the SBDC Program. Business counseling of less than one (1) hour and training less than one (1) hour fall within this category, which also includes such services as the use of library resources, computers or software, viewing of business videos, fax-on-demand, information mailings, and telephone assistance, etc. As used in this paragraph "information transfers" means any contact stage of answering questions, referrals and use of resources for the provision of information. Information transfers shall be entered into CATS as an information transfer.

#### D. Outreach and Marketing

- 1) Promote access to capital and improve finance opportunities for small businesses through support of the SBA Loan Fairs, improved and expanded relationships with bankers, and direct promotion and branding of the Santa Ana SBDC Network to small businesses at their place of business.
- 2) Implement the targeted approach established to increase Hispanic-American, Asian-American and women-owned small businesses into the Service Center's client portfolio. Establish Memorandums of Understanding with economic development organizations to focus on small business and community development activities of Hispanic-American, Asian-American and women-owned small businesses.

#### E. Specialized Services

The Service Center shall offer specialized services and emphasis in areas designed to meet needs of small business clients including Special Emphasis Groups. Activities shall support and compliment business counseling and training services, including:

- 1) Foster relationships with Special Emphasis Groups.
- 2) Actively participate in activities related to SBA Small Business Week and support all SBA and Lead Center small business activities.
- 3) Submit one (1) Small Business Week Award client packages to SBA.
- 4) Host one (1) SBA Lender Breakfast/Roundtable and actively participate in the coordination of the Santa Ana SBA District's Small Business Week Luncheon.
- 5) Work directly with the Santa Ana SBA District Office to educate selected consultants on procurement related topics including, but not limited to: identification of federal and prime buyers, bonding, finance, HUB Zones, technical proposal writing, record keeping and other development assistance for small businesses.
- 6) Establish and provide comprehensive specialized training in potential and existing SBA 8(a) businesses. Conduct quarterly information and technical assistance forums in the areas of rules and regulations for reviewing and evaluating applications for SBA 8(a) Certification, the benefits of 8(a) process and related opportunities for business growth, and the eligibility and application review process.
- 7) Collaborate with the Lead Center to achieve Agreement milestones.
- 8) Improve feedback on the quality of Service Center services by mailing monthly client surveys to clients who received over three (3) hours of counseling.
- 9) Collaborate with SBA to assist companies to secure SBA 8(a) Certification and provide specialized training as appropriate.
- 10) Assist the Lead Center with activities related to program development for SBDC Network staff and consultants.
- 11) Enhance regional SBDC services by coordinating specialized services and activities with the SBA Santa Ana District Office and the SBDC Network.

EXHIBIT A  
ATTACHMENT 2  
BUDGET DETAIL AND PAYMENT PROVISIONS

1. BUDGET CONTINGENCY CLAUSE

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

2. AGREEMENTS FUNDED IN WHOLE OR IN PART BY THE FEDERAL GOVERNMENT

- A. The CONTRACTOR shall comply with applicable federal government provisions.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the ASC by the United States Government for the current federal fiscal year and/or any subsequent years covered for the purposes of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- C. The CONTRACTOR shall provide Cash Match and/or In-Kind Match *as* identified in Exhibit B. The CONTRACTOR certifies that Cash Match and In-Kind Match *as* identified in Exhibit B, shall only be used for the purpose of this Agreement and shall be spent proportionately with Lead Center and SBA funds. The CONTRACTOR further certifies Program Income shall be spent solely to accomplish Lead Center and SBA Program objectives. The Service Center director shall monitor and be responsible for Cash Match, In-Kind Match, and Program Income contributions and expenditures. Neither Program Income nor other federal funds (except CDBG funds) shall be used to meet the Cash Match requirement.

Program Income, including any interest earned, must be used to expand the quantity or quality of services, resources or outreach provided by the Service Center. Any unused Program Income shall be carried over to a subsequent budget period.

- D. Should the CONTRACTOR receive any additional Cash Match or In-Kind funds not

identified in Exhibit B for any SBDC purpose, the CONTRACTOR shall utilize all funds for the SBDC program and report the fund expenditures accordingly.

- E. The consideration to be paid the CONTRACTOR, as specified in Exhibit B, shall be compensation for all of the CONTRACTOR's reimbursable expenses pursuant to this Agreement, including, but not limited to labor, employee fringe benefits, operating expenses, overhead, employer taxes and insurance, subcontracting services, out-of-pocket expenses for travel and subsistence, and taxes due on equipment.
- F. The CONTRACTOR shall not receive additional compensation for reimbursement of costs not identified in Exhibit B, and shall not decrease the work to compensate therefore.
  - 1) Variations to Exhibit B are allowable as per the terms of the Santa Ana District SBDC Network Policies and Procedures Manual.
- G. No requests for variations shall be submitted to the Lead Center after November 1, 2007. Requests for variations submitted after this date are automatically disapproved.

### 3. INVOICING AND PAYMENT

- A. In no event shall the CONTRACTOR request reimbursement from the ASC for obligations entered into or for costs incurred prior to the commencement date or after the Expiration of this Agreement.
- B. The invoice containing the final costs to be paid by the ASC shall be identified as the "FINAL INVOICE" and shall be submitted pursuant to Article 8 of the Subcontract. Final invoice expenditures shall reflect costs incurred but not previously submitted for the period ending December 31, 200. The final invoice must be received by the Lead Center by January 31, 2008, or within (30) days of Expiration of this Agreement and shall not include expenditures stated in previous invoices.
- C. The final invoice shall be paid upon completion of the following:
  - 1) Satisfactory completion of this Agreement; and,
  - 2) Submittal of the following:
    - a) All reports required in this Agreement to the Lead Center Director as described in the Subcontract and this Exhibit and in the current Santa Ana District SBDC Network Policies and Procedures Manual;
    - b) A complete and accurate final invoice with required documentation to the Lead Center Director;
    - c) The SBA 2113/ Program Income;

- d) A current equipment inventory list
- D. "Satisfactory completion" as used in this Agreement means that the CONTRACTOR has complied with all terms, conditions, and performance requirements of this Agreement.
- E. The ASC agrees to make payment as promptly as fiscal procedures permit, upon receipt of the invoice, subject to approval of the Lead Center Director, or his or her designee, and contingent upon satisfactory completion of the terms of this Agreement.
- F. All Funds shall be used solely for the purpose of performing the work set forth in Attachment 1 of Exhibit A. Equipment, furniture, and supplies purchased with Funds are for the use of the Service Center staff in furtherance of the SBDC Program. The Lead Center shall have final determination of allowable and reimbursable costs under this Agreement.

#### 4. MISCELLANEOUS PAYMENT PROVISIONS

- A. Funds allocated under this Agreement for travel, subsistence and per diem rates shall not exceed those amounts specified in Exhibit B. No reimbursement for travel outside the State of California shall be allowed without prior written approval of the Lead Center Director or designee.
- B. The CONTRACTOR shall not use ASC funds allocated under this Agreement for any of the following purposes:
  - 1) Entertainment expenses;
  - 2) Professional dues and/or subscriptions for use by any person other than those identified as Service Center professional staff in Exhibit B;
  - 3) Purchase, construction, renovation, alteration, improvement, or repair of capital assets, such as real estate and vehicles;
  - 4) Influencing or attempting to influence public officials;
  - 5) Partisan or nonpartisan political activity;
  - 6) To further the election or defeat of any candidate for public office; or,
  - 7) To provide voters or prospective voters with transportation to the polls or similar assistance in connection with any election or in any voter registration activity.
- C. The CONTRACTOR is the fiduciary under this Agreement and therefore is responsible for the administration and oversight of the Service Center

BUDGET JUSTIFICATION

CENTER:

TRITECH SBDC

YEAR: 2007

DESCRIPTION	ESTIMATED COSTS			
	SBA	CASH MATCH	IN-KIND	TOTAL
<b>A. PERSONNEL</b>				
Key personnel costs	47,000	47,000	13,000	107,000
Part-Time Professional staff	76,000	14,000	10,500	100,500
Clerical staff	24,000	20,700	3,700	48,400
<b>Total Salaries &amp; Wages</b>	<b>\$147,000</b>	<b>\$81,700</b>	<b>\$27,200</b>	<b>\$255,900</b>
<b>B. FRINGE BENEFITS</b>				
Fringe Benefits (42%)	29,820	28,434	7,014	65,268
<b>Total Fringe Benefits</b>	<b>\$29,820</b>	<b>\$28,434</b>	<b>\$7,014</b>	<b>\$65,268</b>
<b>C. TRAVEL</b>				
In-State:				
Mileage @\$ .445 / mile	2,000		350	2,350
Other In-State:				
State Meetings	3,820			3,820
ASBDC Meeting	5,400			5,400
Out-of-State				0
<b>Total Travel</b>	<b>\$11,220</b>	<b>\$0</b>	<b>\$350</b>	<b>\$11,570</b>
<b>D. EQUIPMENT</b>				
<b>Total Equipment</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>E. SUPPLIES</b>				
General office, operational and computer supplies	1,069			1,069
<b>Total Supplies</b>	<b>\$1,069</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,069</b>
<b>F. CONTRACTUAL</b>				
<b>Total Contractual</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>G. CONSULTANTS</b>				
Specialized Consulting	1,500		30,500	32,000
<b>Total Consultants</b>	<b>\$1,500</b>	<b>\$0</b>	<b>\$30,500</b>	<b>\$32,000</b>
<b>H. OTHER</b>				
Accounting Services				0
Advertising/Comm. Outreach	2,000		56,479	58,479
Conference Fees				0
Communications	2,800		1,000	3,800
Copying	500			500
Data Processing/Computer Soft	3,100		7,600	10,700
Facility Operations	6,000		45,100	51,100
Insurance				0
Library Purchases	1,400		2,000	3,400
Minor Equipment	3,100			3,100
Office Equipment Repair	550			550
Postage	675			675
Printing	600		1,000	1,600
<b>Total Other</b>	<b>\$20,725</b>	<b>\$0</b>	<b>\$113,179</b>	<b>\$133,904</b>
<b>I. TOTAL DIRECT COSTS</b>	<b>\$211,334</b>	<b>\$110,134</b>	<b>\$178,243</b>	<b>\$499,711</b>
J. Indirect Rate (4%)	8,453			8,453

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: VI-A-12

Date: June 19, 2007

Subject: Agreement with John Vaughan

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and John Vaughan to provide directing, choreographing, and costuming services for the Performance Riverside productions of "Hollydazzle," "The King & I," "Sensational ShowTunes," and "Thoroughly Modern Millie." The term of this agreement is from September 1, 2007 through June 8, 2008. The total fee for this agreement is \$22,850.00. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from September 1, 2007 through June 8, 2008, for \$22,850.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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

AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
JOHN VAUGHAN

THIS AGREEMENT is made and entered into on this June 20, 2007, by and between John Vaughan, hereinafter referred to as "Contractor" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The Contractor agrees to provide directing, choreographing, and costuming services for "Hollydazzle", "The King & I", "Sensational ShowTunes" and "Thoroughly Modern Millie".
2. The services rendered by the Contractor are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
3. The term of this agreement shall be from September 1, 2007 through June 8, 2008.
4. Payment in consideration of this agreement includes a service fee that shall not exceed \$22,850.00 payable after receipt of invoice on the following dates:

Hollydazzle	\$8,000.00 payable on 12/14/07
The King & I	\$4,000.00 payable on 02/01/08
Sensational ShowTunes	\$2,850.00 payable on 04/04/08
Thoroughly Modern Millie	\$8,000.00 payable on 05/30/08

5. It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold the Contractor and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the RCCD, the instructors, employees and students, arising out of, under, pursuant to or in connection with this Agreement.

It is mutually agreed and understood that, during the term of this Agreement, the Contractor shall indemnify and hold RCCD, its Board of Trustees, officers, employees and students harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and

expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the Contractor, its officers and employees, arising out of, under, pursuant to or in connection with this Agreement.

6. Contractor shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.
7. In accordance with the Child Abuse and Neglect Reporting Act (CANRA) and California Penal Code 11166, the parties shall ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement will report any known or suspected child abuse or neglect to a child protective agency, by telephone and within 36 hours of the suspected abuse or neglect.
8. It is understood and agreed that Contractor is an independent contractor and that no employer-employee relationship exists between Contractor and RCCD.
9. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
10. This contract may be cancelled by either party with 15 days advance notice in writing. Failure to deliver services as requested constitutes reason for cancellation of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

Riverside Community College District

John Vaughan  
P. O. Box 2361  
Running Springs, CA 92382-2361

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James L. Buysse  
Vice Chancellor, Administration and Finance

---

Contractor

---

Date

---

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: VI-A-13

Date: June 19, 2007

Subject: Agreement with Provider Contract Food Service, LLC

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Provider Contract Food Service, LLC to provide consulting services regarding the District's food service operations at the Riverside, Moreno Valley, and Norco locations. The District shall pay the consultant an amount not to exceed the sum of \$172,000.00 which shall include the expenses related to the full-time assignment of the consultant's food and beverage director to the District. In addition, District shall pay the consultant a fee of \$12,000.00 per college/campus for actual implementation of the food service strategic plan as determined by District. The term of this agreement is from July 1, 2007 through June 30, 2008. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from July 1, 2007 through June 30, 2008, for an amount not to exceed \$208,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Debbie DiThomas  
Interim Vice Chancellor, Student Services and Operations

FOOD-AND-BEVERAGE MANAGEMENT CONSULTING AGREEMENT

1. Parties. This Food-and-Beverage Management Consulting Agreement (“Agreement”) is made by and between Riverside Community College District (“District”) and Provider Contract Food Service, LLC (“Consultant”). Collectively, District and Consultant are referred to herein as the “Parties.”

2. Recitals. This Agreement is based upon the following factual recitals:

A. District has food service operations at each of its three campuses/colleges in Riverside, Moreno Valley, and Norco.

B. This Agreement is made pursuant to and in compliance with Section 88004.5 of the *Education Code*.

C. Consultant is a food service consultant with substantial experience and expertise in the management and operation of food service facilities at various locations throughout California.

D. District desires to engage Consultant as its exclusive food service consultant to advise District regarding its food service operations at each campus/college.

E. The Parties further intend that Consultant shall provide vision, leadership, and management advice, with the goal of District delivering a first-class food service operation at each campus/college.

F. The Parties look forward to a long and mutually beneficial professional relationship. If subsequent agreements are entered into, performance based compensation arrangements will be negotiated.

3. Independent Contractor. District hereby engages Consultant as an independent contractor to provide exclusive consulting services regarding food and beverages sold at District campuses/colleges in Riverside, Moreno Valley, and Norco. As used herein, “food-and-beverage service” shall include, but not be limited to, vending, catering, and other food and beverages sold on any campus/college of District, but expressly excludes operations at District bookstores. It is expressly understood and agreed that the Parties intend by this Agreement to establish a relationship of an independent contractor. It is not the intention of either Party to undertake a joint venture or to make Consultant in any sense an agent, employee, affiliate, associate, or partner of District. It is further agreed that Consultant has no authority to, and will not at any time hereafter, transact business in the name of District or act as District’s agent or representative, and Consultant shall not hold itself out as having any such authority. Similarly, District has no authority to, and will not at any time hereafter, transact business in the name of

Consultant or act as Consultant's agent or representative, and District shall not hold itself out as having any such authority.

4. Term. This Agreement shall commence on July 1, 2007 and shall expire on June 30, 2008. Prior to or upon expiration of this Agreement, the Parties may negotiate for a successor agreement.

5. Consulting Services and Reports to District. Consultant shall advise District regarding the management and operation of food-and-beverage operations throughout District. Consultant shall provide monthly reports to District's Vice Chancellor of Administration and Finance and to District's Vice-Chancellor of Student Services, or designees, regarding all aspects of District's food-and-beverage operations. The reports shall include such content and details, and shall be in a format, as directed by District. Consultant shall meet at least once a month with a designated delegate of District to review the economic performance of the food-and-beverage operation on each campus/college. Consultant shall be responsible for providing information and assistance to District as required and requested by District for the operation of its food-and-beverage service at each campus/college. District shall make all final determinations as to services such as price, hours of service, and food provided. As District's current food-and-beverage contracts expire, Consultant shall provide advice and negotiation services at District's direction.

6. Compensation.

6.1 Subject to the terms and conditions set forth in this Section 6 and throughout the Agreement, District shall pay Consultant an amount not to exceed the sum of \$172,000 which shall include Consultant's expenses related to the fulltime assignment of Consultant's food and beverage director to District. If a successor agreement is negotiated, consideration will be given to compensation based upon revenue.

6.2 In addition to the amount set forth in Section 6.1, District shall pay Consultant, within 30 days of commencement of food-and-beverage services, a fee of \$12,000 per college/campus for actual implementation of the food service strategic plan as determined by District.

6.3 District shall pay all amounts due as reflected on monthly invoices from Consultant within 30 days of District's receipt of invoice. District shall pay interest on any amount not paid when due at the lesser of one and one-half percent (1 1/2%) per month or the highest contractual interest rate allowed by applicable state law.

7. Equipment. District shall provide facilities and equipment reasonably required for operation of food-and-beverage service facilities on each campus/college of District, as

ultimately determined pursuant to District's sole discretion. Consultant shall provide advice to District with regards to the design process and with regard to utilizing design and construction contractors approved by District at District's expense. Consultant shall maintain, repair, or replace any equipment that is in any manner damaged through the negligence or wrongdoing of Consultant or Consultant's employees.

8. Staff. The staff employed in the food service operations will be District employees.

9. Representations and Warranties of Consultant. Consultant represents and warrants as follows:

9.1 Consultant shall advise District on how to provide food-and-beverages of good quality in compliance with all applicable laws and regulations. Consultant shall use its best efforts to advise District regarding the delivery of the caliber of food-and-beverage service requested by District as communicated in the consultations between Consultant and the delegate of District.

9.2 Consultant shall implement the food service strategic plan as approved by the District.

9.3 Consultant will actively participate in all District meetings relating to all aspects of foodservice on all three colleges/campuses to maintain a long-term District wide strategic plan for foodservice operations.

9.4 Consultant shall actively participate with District and District's assigned architect in planning for new and remodeled food service facilities on all three colleges/campuses. In addition, consultant shall help the foodservice designer select the specific foodservice and information systems equipment necessary to operate a first class food service operation at each venue.

9.5 Consultant shall consult with District in planning menus, food service kiosks, vending, retail outlets, food-and-beverage RFP's, determining hours of service and staffing the food service as reasonably requested by District from time to time during the term of this Agreement, provided that District shall use its best efforts to give Consultant adequate notice of changes in hours, menu, and other matters affecting the food-and-beverage service at each campus/college.

9.6 Consultant will assign Consultant's Area Manager and Executive Chef to periodically inspect food service operations and mentor foodservice managers at each of the three colleges/campuses.

10. Insurance. District shall provide and pay for all reasonably necessary insurance, including general liability, fire, casualty, and other losses which may affect the food-and-beverage service operation at each campus/college.

11. Uniforms. Subject to any necessary agreement with District's classified union, District shall select uniforms, if any, to be worn by all food-and-beverage servers and other personnel engaged to provide the food-and-beverage service at each campus/college.

12. Licenses and Permits. Consultant shall advise District regarding any necessary licenses and permits for the service of food and beverages at each campus/college.

13. Indemnification. District shall indemnify, hold harmless, and defend Consultant against all claims, liability, loss, and expense, including reasonable costs, expenses, and attorney's fees incurred, which arise from the services of District employees. Consultant shall indemnify, hold harmless, and defend District against all claims, liability, loss, and expense, including reasonable costs, expenses, and attorney's fees incurred, which arise from the services provided by Consultant to District, from the services of Consultant's employees, and from any acts or omissions of Consultant. The obligations of the Parties under this Section 13 shall survive the termination of this Agreement.

14. Workers' Compensation Insurance. Each Party shall maintain a system of coverage for worker's compensation in conformance with applicable state law covering all of its employees who may be employed for any purpose connected with the operation and management of the food-and-beverage service under this Agreement.

15. Trade Secrets and Proprietary Information. Consultant grants to District a nonexclusive license to use certain confidential material of Consultant, including recipes, dietary surveys and studies, management guidelines and procedures, software programs, computerized data bases, and operating manuals, and except as District may otherwise be required by law, District shall not disclose any of this material during or subsequent to the term of this Agreement.

16. Economies of Scale and Rebates. In making purchases on behalf of District, Consultant shall utilize its economies of scale and purchasing power in order to obtain the lowest prices possible on food-and-beverage products. For all direct rebates applicable to food and beverage service purchased for the performance of Consultant's obligations under this Agreement, Consultant shall be entitled to an administrative fee equal to 35% of the total amount of all direct rebates received. Written annual statements will be provided to District that shall disclose the District's share of any direct rebates.

17. Non-discrimination. Consultant's personnel practices will meet applicable non-discrimination laws and standards.

18. Qualifications of Consultant's Staff. All of Consultant's staff and employees will be specially trained and experienced in terms of providing food-and-beverage services on college campuses. Sections 88021, 88022, 88023, 88024, and 88025 of the *Education Code*, and District policies, shall apply to Consultant.

19. Termination of Agreement. If District is dissatisfied with Consultant's performance under this Agreement, or if District believes that Consultant is not in compliance with any provision of this Agreement, District shall provide Consultant with written notice of any such deficiency. Consultant shall have 20 days to cure-and-correct any such deficiency. If District deems Consultant's cure-and-correct efforts to be inadequate or insufficient, then District may forthwith terminate this Agreement. Consultant shall have the right to terminate this Agreement upon 90 days written notice to District.

20. Notices. All notices under this Agreement must be in writing and shall be deemed to have been duly given if delivered personally or mailed, postage prepaid, by certified mail, return receipt requested, addressed to the Party to be notified. Such notice shall be deemed to have been given as of the date so delivered if delivered in person or upon deposit thereof in the United States mail. For the purposes of notice, the addresses of the Parties until changed, shall be as follows:

For District:

Dr. Debbie DiThomas  
Vice Chancellor, Student Services and Operations  
Riverside Community College District  
4800 Magnolia Avenue  
Riverside, California 92506-1299

For Consultant:

Rodney Couch  
Manager  
Provider Contract Food Service, LLC  
6104 Riverside Avenue, Suite B  
Riverside, California 92506

21. Unenforceable Terms. In the event that any provision of this Agreement shall be unenforceable or inoperative as a matter of law, the remaining portions or provisions shall remain in full force and effect.

22. Governing Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California. The Parties hereby consent to the jurisdiction of the California courts.

23. Amendments. This Agreement is subject to amendment only by the written approval of the Parties. Any amendment or modification of this Agreement shall be dated, and where any conflict arises between the provisions of said amendment or modification and provisions incorporated in earlier documents, the most recent provisions shall be controlling.

24. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective heirs, successors, legal representatives, and assigns. However, Consultant may not assign its rights or delegate its duties under this Agreement without District's consent

25. Copies of Agreement. Multiple copies of this Agreement may be executed, each of which shall be deemed to be an original. A photocopy of this Agreement shall be deemed an original.

26. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or written, between the Parties with respect to the subject matter hereof. It contains all of the covenants, conditions, and agreements between the Parties with respect to the subject matter. Each Party acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by either Party or anyone acting on behalf of either Party, which are not embodied herein, and that no other agreement, statement, or promise not contained herein shall be valid or binding. Any oral representations or modifications concerning this Agreement shall be of no force or effect, except a subsequent modification in writing signed by the Parties.

27. Captions. The captions of sections of this Agreement are for reference only and are not to be construed in any way as a part of this Agreement.

28. Waiver. A waiver of the breach of any covenant, condition, or promise of this Agreement shall not be deemed a waiver of any succeeding breach of the same or any other covenant, condition, or promise of this Agreement. No waiver shall be deemed to have been given unless given in writing.

29. Gender and Number. As used herein, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the other whenever the context so indicates.

30. Force Majeure. Consultant shall not be chargeable with, liable for, or responsible to District for anything or in any amount for any failure to perform or delay caused by: fire; earthquake; explosion; flood; hurricane; the elements; acts of God or the public enemy; actions, restrictions, limitations or interference of governmental authorities or agents; war; invasion;

insurrection; rebellion; riots; strikes or lockouts; or any other cause whether similar or dissimilar to the foregoing which is beyond the reasonable control of Consultant; and any such failure or delay due to said causes or any of them shall not be deemed a breach of or default in the performance of this Agreement.

31. Agreement to Perform Necessary Acts. The Parties agree to execute and deliver such other and further documents, and to perform such other acts, as is necessary to effectuate the purposes of this Agreement.

32. Negotiated Transaction. The provisions of this Agreement were negotiated by both Parties shall be deemed to have been drafted by both Parties.

33. Survival of Warranties. All representations and warranties made herein shall survive the execution of this Agreement.

PROVIDER CONTRACT FOOD SERVICE, LLC

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

By: \_\_\_\_\_  
Rodney Couch, Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT

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

By: \_\_\_\_\_  
James Buysse, Vice Chancellor,  
Administration and Finance

# Riverside Community College District

Board Committee Meeting

June 12<sup>th</sup>, 2007





## **Background**

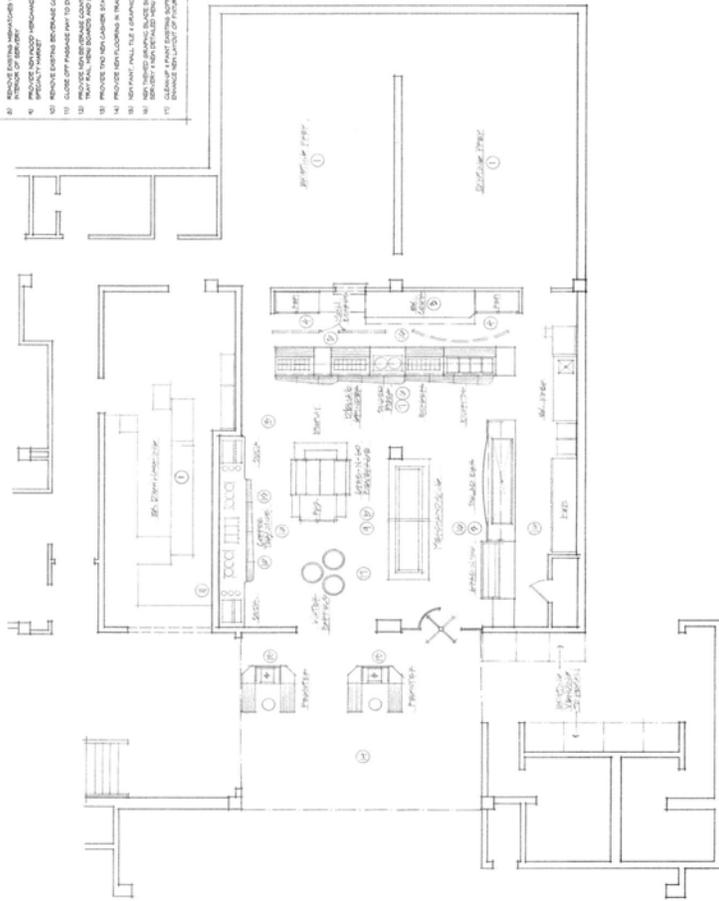
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In December 2004, Provider Contract Food Service ("Provider") was engaged by Riverside Community College District ("District") to develop preliminary design plans for the remodeling of three District food service facilities:

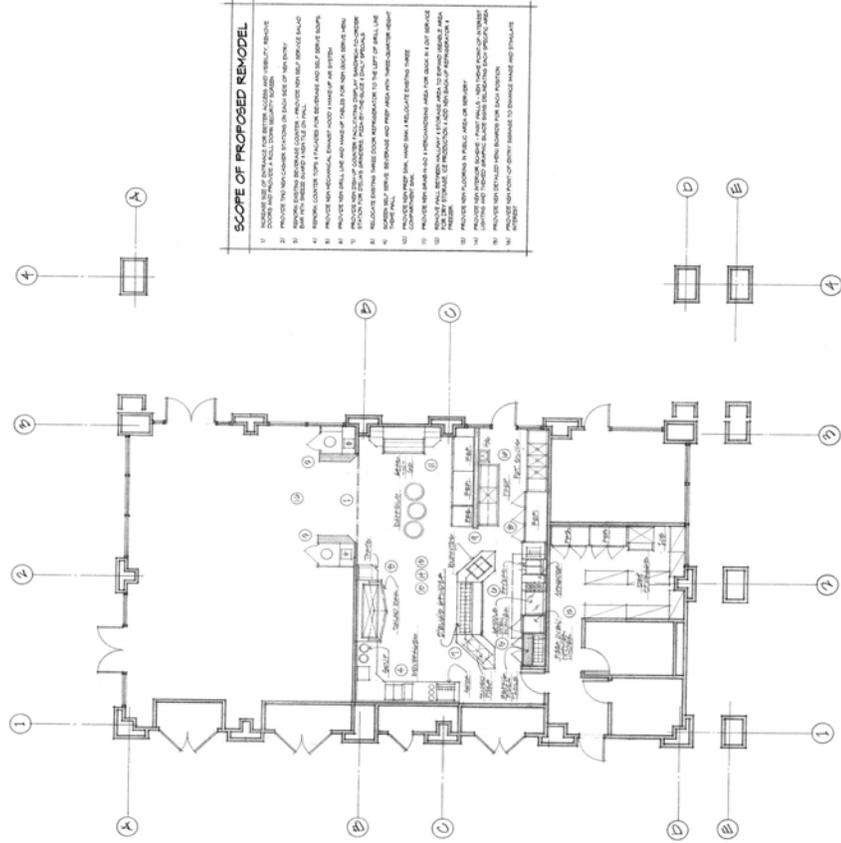
# Riverside Campus

## SCOPE OF PROPOSED REMODEL

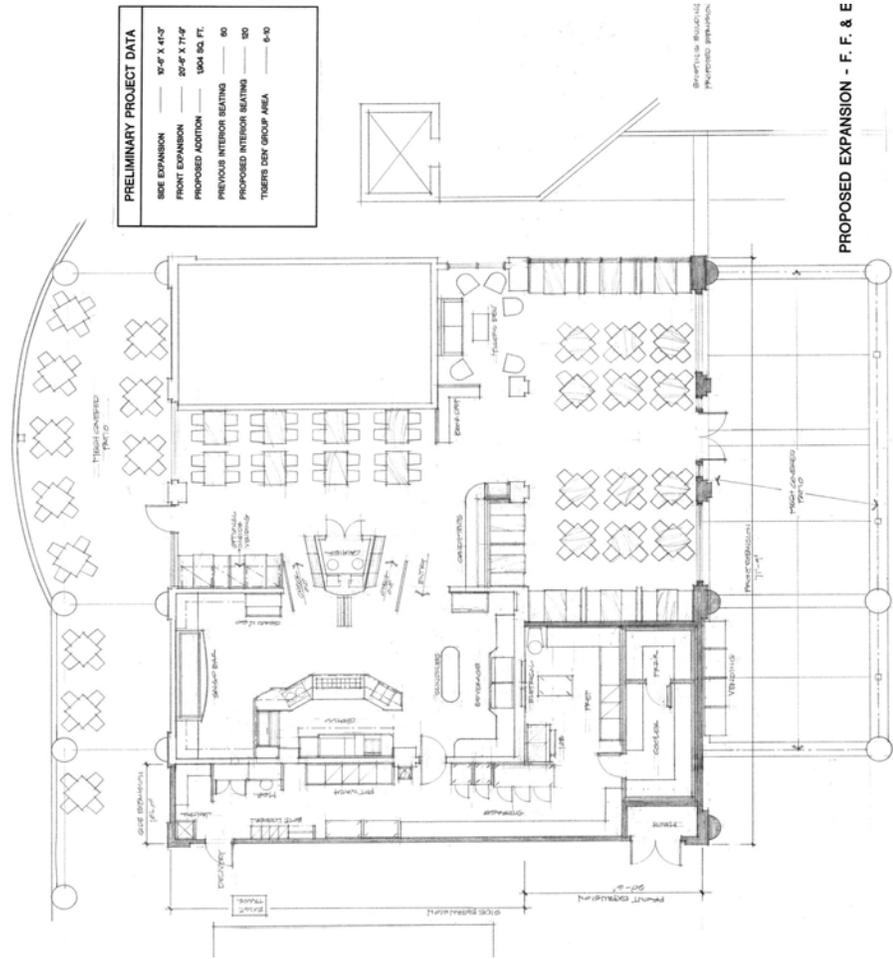
- 1) PROVIDE SIGNAGE, DRINKING, EATING PREP AREA & RESTROOMS.
- 2) REMOVE EXISTING HANDICAP-LESS COUNTER, PROVIDE NEW GRAB-BARS ALSO SERVICE DISPLAY - NEW SERVICE BACK BAR - REMOVE FACE OF COUNTER
- 3) EXISTING DOWNY HOOD & WALL LIME TO REMAIN
- 4) EXISTING WALLS TO REMAIN - NEW WALLS TO BE RELOCATED
- 5) NEW BACKSPLASH TO BE INSTALLED - NEW WALLS TO BE RELOCATED TO IMPROVE FUNCTIONALITY
- 6) EXISTING WALLS TO REMAIN - NEW WALLS TO BE RELOCATED TO IMPROVE FUNCTIONALITY
- 7) REMOVE FACE OF COUNTER - NEW BRASS BARRED TRAY BLIND
- 8) REMOVE EXISTING SERVICE WINDOW & RELOCATING BLIND FROM
- 9) PROVIDE NEW HOOD - RELOCATING DISPLAYS TO NEARBY WALL UNIT
- 10) REMOVE EXISTING SERVICE COUNTER
- 11) REMOVE OFF FLOOR DOWN TO EXISTING AREA
- 12) PROVIDE NEW SERVICE COUNTER - NEW WALL - NEW COUNTER FINISH
- 13) PROVIDE TWO NEW COUNTER STATIONS AT NEW COUNTER POINT OF SERVICE
- 14) PROVIDE NEW COUNTERS IN TRANSITION AREA FOR SERVICE & FILING AREA
- 15) NEW PAINT FINISH & FINISH IN SERVICE
- 16) PROVIDE NEW LIGHTING - PROVIDE NEW LIGHTING TO IMPROVE FUNCTIONALITY
- 17) PROVIDE NEW LIGHTING TO IMPROVE FUNCTIONALITY



# Norco Campus



# Moreno Valley Campus





## **Background (continued)**

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In October 2006, Provider was again engaged by the District to:

- Create detailed analysis of existing food service operations
- Create a strategic plan to improve food service operations



# Project Methodology

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Provider's approach to the project has encompassed four, distinct phases:

1. Phase I: Review & survey of all three campus facilities
2. Phase II: Survey of students, staff & faculty
3. Phase III: Comprehensive S.W.O.T. Analysis summarizing **Strengths, Weaknesses, Opportunities and Threats**
4. Phase IV: Create a strategic plan for implementation  
*(scheduled for completion by end of June, 2007)*



## Strategic Plan Base Components

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- Food Service Standard     ■ Hospitality
- Sanitation                     ■ Consumer Traffic
- Quality                         ■ Hour & Motion Studies
- Menus                           ■ Purchasing
- Price                             ■ Scheduling
- Training                         ■ Financial Reporting
- Management Practices     ■ S.W.O.T. Analysis at  
& Controls                     District Campuses



## **Current Considerations**

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The next phase of the project is implementation of this strategic plan over the 2007-2008 year:

- Participate in the construction planning for remodeled food service facilities in 2007–2008
- Participate in the planning & implementation of temporary food service at each campus during remodel
- Provide an onsite manager to help train & develop current staff

## **Current Considerations (continued)**

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- Design new menus, advise on pricing structure, and create recipe books
- Create operations training program and handbook
- Develop new catering standards & menus
- Effectuate a procurement program
- Provide new menu training to existing food service team members
- Implement additional financial controls, including detailed P&L statements, individual financial & operational controls for each campus, monthly breakdown of budgets

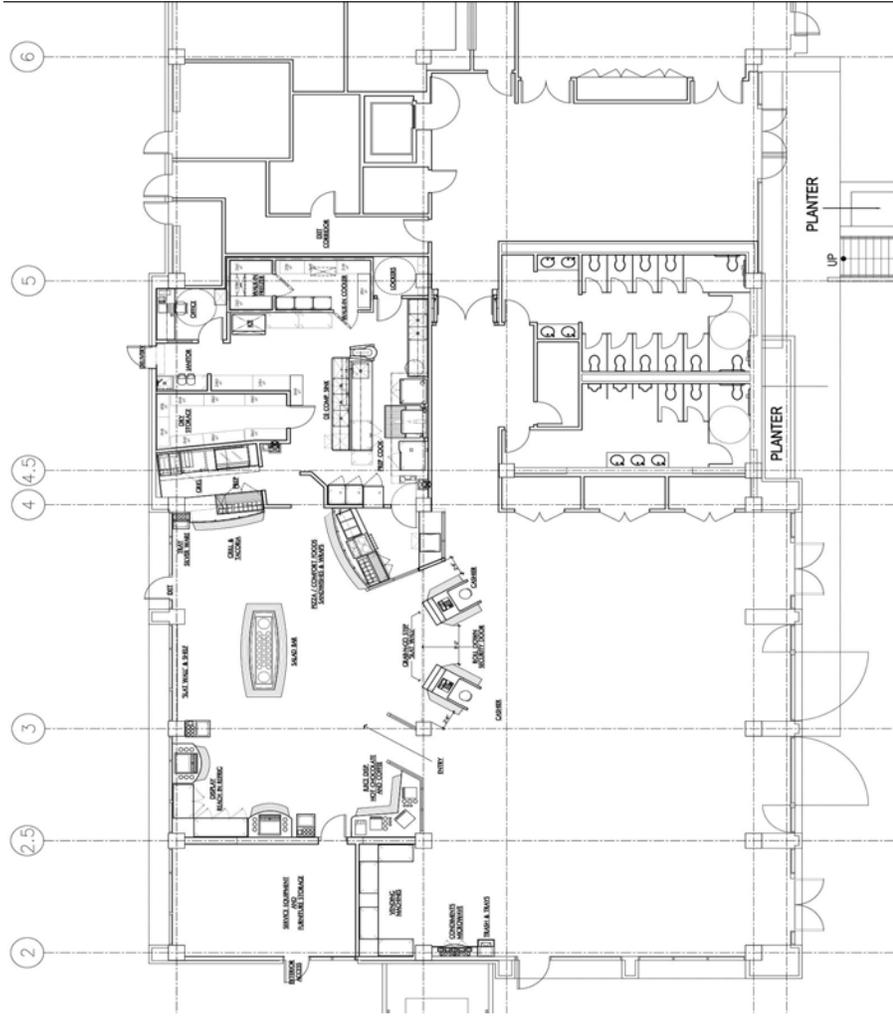


## **Current Considerations (continued)**

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- Advise on purchasing new, state-of-the-art Point of Sale (POS) system at all three campuses
- Develop a marketing plan (including informative web site)
- Participate in committee to review Beverage & Vending RFP's and recommend vendor to District
- Participate in the design phase of the new food service facilities currently under development

# Moreno Valley Campus







## **Provider's Mission**

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Provider understands that its mission as an experienced food service consultant with substantial expertise in the management and operation of food service facilities is to provide the...

- Vision
- Management / Operations Expertise
- Leadership
- Training

...necessary to enable the District to deliver a first-class, fiscally-sound food service operation at each of its three campuses.



## Summary

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It is with sincere enthusiasm that Provider desires to continue to assist the District in its endeavors of operating a self-supporting, sustainable food service operation that **exceeds** the expectations of students, faculty, staff and guests of the campus community while simultaneously reflecting the quality of the District.

Provider Contract Food Service thanks Riverside Community College District for this opportunity and looks forward to a long and mutually-beneficial professional relationship.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
RESOURCES COMMITTEE MEETING

June 12, 2007, 7:00 p.m.

Board Room AD122, O. W. Noble Administration Building, Riverside City Campus

Committee Members: Mark Takano, Committee Chairperson  
Virginia Blumenthal, Vice Chairperson  
James Buysse, Vice Chancellor, Administration and Finance  
Melissa Kane, Vice Chancellor, Diversity and Human  
Resources  
Doug Beckstrom, Academic Senate Representative  
(Moreno Valley Campus)  
Richard Mahon, Academic Senate Representative  
(Riverside)  
Patricia Worsham, Academic Senate Representative  
(Norco)  
Debbie Cazares, CTA Representative (Riverside)  
Su Acharya, CTA Representative (Riverside)  
Tamara Caponetto, CSEA Representative (Norco)  
Carmen Payne, CSEA Representative (Moreno Valley)  
Tish Chavez, Confidential Representative (Riverside)

AGENDA

VI. Board Committee Reports

B. Resources Committee

1. Tentative Budget for 2007-2008 and Notice of Public Hearing on the 2007-2008 Budget
  - The Committee to receive a report on the District's Tentative Budget for the 2007-2008 fiscal year.
2. Quadrangle Modernization Project - Change Order No. 6
  - The Committee to consider a change order relative to the Quadrangle Modernization Project.

3. Funding for IT and AV Equipment to be installed at the Innovative Learning Center at La Sierra, a Joint Project of RCCD and Alvord Unified School District  
-The Committee to consider proposed budget for purchase and installation of equipment relative to The Learning Center at Alvord Unified School District.

Adjourn

Prepared by: Vickie L. Vega  
Administrative Secretary, II  
Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-1

Date: June 19, 2007

Subject: Tentative Budget for 2007-2008 and Notice of Public Hearing on the  
2007-2008 Budget

Background: On or before the first day of July, the District is required to develop a Tentative Budget for the ensuing fiscal year and to forward a copy to the County Superintendent of Schools. The Tentative Budget for FY 2007-2008 is attached for the Board's review and consideration. Changes to this budget will be reflected in the Final Budget which will be submitted in September for Board approval.

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

Additionally, it should be observed that the Riverside Community College District has adopted an approach to the Tentative Budget which yields a modified, continuing resolution budget. Thus, the Tentative Budget for fiscal 2008 reflects a continuation of the revised FY 2006-07 Budget, albeit with certain modifications which are discussed in the attachment.

Additionally, in accordance with Title 5, Section 58300, the Tentative Budget must indicate the date, time and location at which the Board will hold a public hearing concerning the final budget proposal. The staff recommends that the Board set September 11, 2007, as the date for the public hearing. Also, and pursuant to Title 5, Section 58301, the final budget proposal must be made available for inspection three (3) days prior to the public hearing. We plan to use the Office of the Vice Chancellor, Administration and Finance, for this purpose. Finally, we will publish this information in The Press-Enterprise.

Recommended Action: It is recommended that the Board of Trustees approve the 2007-2008 Tentative Budget, which consists of the funds and accounts noted therein, and authorize staff to forward a copy to the Riverside County Superintendent of Schools.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-1

Date: June 19, 2007

Subject: Tentative Budget for 2007-2008 and Notice of Public Hearing on the  
2007-2008 Budget (continued)

It is also recommended that the Board of Trustees announce that: 1) the proposed 2007-2008 Budget will be available for public inspection beginning September 4, 2007, at the Office of the Vice Chancellor, Administration and Finance; and 2) the public hearing will be held at 6:00 p.m. at a Board meeting on September 11, 2007, to be followed by the adoption of the 2007-2008 Budget. It is further recommended that the Board authorize the Chancellor to sign a notice relative to these dates.

Salvatore G. Rotella  
Chancellor

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

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**TENTATIVE BUDGET**

**2007/2008 FISCAL YEAR**

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ASSUMPTIONS FOR FY 2007-2008 BASE BUDGET

1. FY 2006-2007 Ending Balance Projection
  - a. Adjustments associated with FY 2005-2006
    - i. Audit Adjustments - None
    - ii. P1 Recalculation positive adjustment - \$393K
  - b. FY 2006-2007
    - i. No deficit factor
    - ii. Stability – Reported credit FTES decline of 2,808 - \$12.4 million
    - iii. Projected salary and benefit savings
    - iv. Projected operating expense budget savings
2. FY 2007-2008 Baseline Budget
  - a. COLA at 4.53%
  - b. Full restoration of credit FTES is assumed
    - i. Actual FTES growth estimated at 4.38% (estimated actual rate for FY 06-07)
    - ii. Entire Summer 2007 FTES reported in FY 07-08
    - iii. Projected borrowing, if necessary, from Summer 2008 and/or additional growth to fully restore the FY 06-07 reported decline
  - c. No deficit factor is assumed
  - d. FY 06-07 One-Time Funds eliminated - \$2.3 million
  - e. Potential permanent base budget adjustment (May Revise) is not included
  - f. Base apportionment allocations for Norco and Moreno Valley are not included pending accreditation (\$2.7 million)
3. Ending Balance Target
  - a. 5% Reserve amount was calculated on Total Available Funds, where applicable.
  - b. First item funded from Total Available Funds.
  - c. Other Fund 11 Resources were included in the calculation.
4. FY 2006-2007 Expenditure Adjustments Include:
  - a. Remodel Projects, Non-Instructional Capital Equipment and Supplemental Augmentation Decrease (\$1.8 M)
  - b. Part Time Faculty Increase \$1.5 M
  - c. Board Election Costs Decrease (\$600 K)
  - d. Full-Time Step & Column and Professional Growth \$826 K
  - e. Health and Welfare Benefits – 10% Increase \$928 K

Except for step and column adjustments, compensation increases have not been included pending completion of bargaining unit negotiations.

The effect of the Supplemental Income Retirement Program has not been included.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 TENTATIVE BUDGET SUMMARY OF AVAILABLE FUNDS  
 2007-2008

<u>Fund / Resource</u>	<u>Description</u>	<u>2006-2007 Adopted Budget</u>	<u>2007-2008 Tentative Budget</u>
	<u>District</u>		
<u>General Funds</u>			
<u>Unrestricted - Fund 11</u>			
<u>Resource</u>			
1000	General	\$ 145,124,867	\$ 150,865,738
1080	Community Education	1,089,293	1,060,634
1090	Performance Riverside	245,739	210,155
1110	Bookstore (Contractor-Operated)	971,905	913,938
1170	Customized Solutions	<u>892,698</u>	<u>629,144</u>
	Total Unrestricted General Funds	<u>148,324,502</u>	<u>153,679,609</u>
<u>Restricted Fund 12</u>			
<u>Resource</u>			
1050	Parking	2,519,955	2,257,820
1070	Student Health	1,623,522	1,954,313
1180	Redevelopment Pass-Through	4,002,499	5,078,055
1190	Grants and Categorical Programs	<u>23,182,543</u>	<u>24,291,045</u>
	Total Restricted General Funds	<u>31,328,519</u>	<u>33,581,233</u>
	Total General Funds	<u>179,653,021</u>	<u>187,260,842</u>
<u>Special Revenue - Funds 32 &amp; 33</u>			
<u>Resource</u>			
3200	Food Services	1,955,435	2,000,359
3300	Child Care	<u>1,549,836</u>	<u>1,624,916</u>
	Total Special Revenue Funds	<u>3,505,271</u>	<u>3,625,275</u>
<u>Capital Projects - Fund 41</u>			
<u>Resource</u>			
4100	State Construction & Scheduled Maintenance	10,568,531	6,096,191
4110	Child Development Center	49,055	50,398
4120	Non-State Funded Capital Outlay Projects	525	545
4130	La Sierra Capital	11,671,187	12,079,119
4150	Self-Funded Equipment and Facility Projects	15,985	-
4160	General Obligation Bond Funded Capital Outlay	<u>35,671,504</u>	<u>13,759,424</u>
	Total Capital Projects Funds	<u>57,976,787</u>	<u>31,985,677</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 TENTATIVE BUDGET SUMMARY OF AVAILABLE FUNDS  
 2007-2008

<u>Fund / Resource</u>	<u>Description</u>	<u>2006-2007 Adopted Budget</u>	<u>2007-2008 Tentative Budget</u>
<u>Internal Service Fund - 61</u>			
<u>Resource</u>			
6100	Health and Liability Self-Insurance	6,750,229	8,201,754
6110	Workers Compensation Self-Insurance	<u>1,738,283</u>	<u>2,007,498</u>
	Total Internal Service Funds	<u>8,488,512</u>	<u>10,209,252</u>
	Total District Funds	<u>\$ 249,623,591</u>	<u>\$ 233,081,046</u>
<u>Expendable Trust and Agency</u>			
<u>Student Financial Aid Accounts</u>			
	Student Federal Grants	\$ 14,385,943	\$ 14,310,679
	State of California Student Grants	<u>1,400,000</u>	<u>1,447,000</u>
	Total Student Financial Aid Accounts	<u>15,785,943</u>	<u>15,757,679</u>
<u>Other Account</u>			
	Associated Students of RCC	<u>1,734,588</u>	<u>1,865,057</u>
	Total Expendable Trust and Agency	<u>\$ 17,520,531</u>	<u>\$ 17,622,736</u>
	Grand Total	<u>\$ 267,144,122</u>	<u>\$ 250,703,782</u>

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

TENTATIVE OPERATING BUDGET  
 2007-2008

Estimated Beginning Balance, July 1		\$ 15,381,130
Federal Income		
Student Financial Aid Adm. Fees	\$ 125,000	
Veterans Report Fee	<u>5,000</u>	
Total Federal Income		130,000
State General Apportionment		
General Apportionment	82,863,577	
Enrollment Fee Waiver Administration	134,347	
Homeowner's Prop Tax Exemption	<u>520,000</u>	
Total State General Apportionment		83,517,924
Other State Income		
Lottery	3,184,619	
Part-Time Faculty Compensation	1,083,773	
Pat-Time Faculty Insurance & Office Hours	<u>139,184</u>	
Total Other State Income		4,407,576
Local Income		
Secured Property Taxes	25,924,605	
Supplemental Property Taxes	7,283,603	
Unsecured Property Taxes	1,307,565	
Prior Year Property Taxes	60,627	
ERAF	1,526,690	
Food Sales / Commissions	96,000	
Interest	900,000	
Enrollment Fees	8,157,499	
Nonresident Student Fees	1,256,441	
Nonresident Student Processing Fees	121,591	
Other Student Fees	65,000	
Cosmetology & Other Sales	112,500	
Transcripts/Late Application Fees/Library Fines, etc.	100,500	
Leases and Rental Income	30,000	
Donations	77,000	
Miscellaneous Local Income	<u>140,008</u>	
Total Local Income		47,159,629
Other/Incoming Transfers		
Sales - Obsolete Equipment	6,600	
Indirect Costs Recovery	<u>262,879</u>	
Total Other/Incoming Transfers		<u>269,479</u>
Total Income		<u>\$ 135,484,608</u>
Total Available Funds		<u>\$ 150,865,738</u>

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

TENTATIVE OPERATING BUDGET  
 2007-2008

Object Code

1100	Regular Full-Time Teaching	\$	25,186,303	
1200	Regular Full-Time Non-Teaching		11,853,556	
1300	Part-Time Hourly Teaching and Overload		25,566,918	
1400	Part-Time Hourly Non-Teaching		<u>1,403,447</u>	
	Total Academic Salaries	\$		64,010,224
2100	Regular Full-Time and Part-Time Classified		25,192,815	
2200	Regular Full-Time Instructional aides		1,966,676	
2300	Student Help Non-Instructional and Classified Overtime		843,442	
2400	Student Help Instructional Aides		<u>237,547</u>	
	Total Classified Salaries			28,240,480
3000	Employee Benefits			24,183,204
4000	Books and Supplies			2,773,047
5000	Services and Operating Expenditures			13,717,007
6000	Capital Outlay			1,053,386
7300	Interfund Transfers			
	To Resource 3300		220,000	
	To Resource 6100		<u>250,000</u>	
	Total Interfund Transfers			470,000
8999	Intrafund Transfers			
	Bookstore (Resource 1110)		(320,000)	
	College Work Study (Resource 1190)		193,257	
	Customized Training (Resource 1170)		173,470	
	DSP&S (Resource 1190)		665,157	
	Federal Work Study (Resource 1190)		133,121	
	Instructional Equipment Match (Resource 1190)		<u>222,028</u>	
	Total Intrafund Transfers			<u>1,067,033</u>
	Total Resource 1000 Expenditures Excluding Contingency	\$		135,514,381
7900	Unrestricted Reserve		14,451,357	
	General Reserve		<u>900,000</u>	
	* Total Contingency / Reserves			<u>15,351,357</u>
	Total Resource 1000 Expenditures Including Contingency / Reserves	\$		<u>150,865,738</u>

\* The Resource 1000 5% Contingency was calculated in accordance with Board Policy 7080, by taking into account the TAF for all Resources comprising Unrestricted Fund 11 (1000, 1080, 1090, 1110, 1170) and factoring in the deficit for Resource 1090. The calculated 5% Contingency for Resource 1000 is \$8,259,441.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 12, RESOURCE 1050 - PARKING

TENTATIVE OPERATING BUDGET  
2007-2008

INCOME

Estimated Beginning Balance, July 1		\$	235,320
Local Income			
Interest	\$	40,000	
Rents and Leases		8,000	
Parking Fees		1,624,000	
Parking Fines		<u>350,500</u>	
Total Local Income			<u>2,022,500</u>
Total Available Funds		\$	<u>2,257,820</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$	1,312,704
3000	Employee Benefits		427,091
4000	Book and Supplies		64,756
5000	Services and Operating Expenditures		278,965
6000	Capital Outlay		60,000
7900	* Contingency / Reserve		<u>114,304</u>
	Total Resource 1050 Expenditures Including Contingency / Reserves	\$	<u>2,257,820</u>

\* 5% Contingency reserve calculated from TAF equals \$ 112,891

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

TENTATIVE OPERATING BUDGET  
 2007-2008

INCOME

Estimated Beginning Balance, July 1		\$	957,313
Local Income			
Health Fees	\$	923,000	
Interest		37,000	
Other		<u>37,000</u>	
Total Local Income			<u>997,000</u>
Total Available Funds		\$	<u>1,954,313</u>

EXPENDITURES

Object Code

1000	Academic Salaries	\$	140,413
2000	Classified Salaries		589,845
3000	Employee Benefits		169,602
4000	Book and Supplies		61,315
5000	Services and Operating Expenditures		183,335
6000	Capital Outlay		58,645
7900	* Contingency / Reserves		<u>751,158</u>
	Total Resource 1070 Expenditures Including Contingency / Reserves	\$	<u>1,954,313</u>

\* 5% Contingency reserve calculated from TAF equals \$ 97,716

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

TENTATIVE OPERATING BUDGET  
2007-2008

INCOME

Estimated Beginning Balance, July 1		\$	57,728
Local Income			
Community Activities Program Fees	\$	997,026	
Interest		5,380	
Other Local Revenue		<u>500</u>	
Total Local Income			<u>1,002,906</u>
Total Available Funds		\$	<u>1,060,634</u>

EXPENDITURES

Object Code

1000	Academic Salaries	\$	3,926
2000	Classified Salaries		303,890
3000	Employee Benefits		71,233
4000	Book and Supplies		10,000
5000	Services and Operating Expenditures		562,955
7900	* Contingency / Reserves		<u>108,630</u>
	Total Resource 1080 Expenditures Including Contingency / Reserves	\$	<u>1,060,634</u>

\* 5% Contingency reserve calculated from TAF equals \$ 53,032

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

TENTATIVE OPERATING BUDGET  
2007-2008

INCOME

Estimated Beginning Balance, July 1		\$ (706,777)
Local Income		
Ticket Sales	\$ 723,675	
Intrafund Transfer from Resource 1000	<u>193,257</u>	
Total Income		<u>916,932</u>
Total Available Funds		<u>\$ 210,155</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$ 296,697
3000	Employee Benefits	101,987
4000	Book and Supplies	33,488
5000	Services and Operating Expenditures	480,629
6000	Capital Outlay	3,000
7900	Contingency / Reserves	<u>-</u>
	Total Resource 1090 Expenditures Including Contingency / Reserves	<u>\$ 915,801</u>
	Resource Deficit	\$ (705,646)

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

TENTATIVE OPERATING BUDGET  
2007-2008

INCOME

Estimated Beginning Balance, July 1		\$	50,497
Local Income			
Commissions	\$	857,041	
Interest		<u>6,400</u>	
Total Local Income			<u>863,441</u>
Total Available Funds		\$	<u>913,938</u>

EXPENDITURES

Object Code

5000	Services and Operating Expenditures	\$	36,150
7390	Interfund Transfer to Resource 3200		506,930
8999	Intrafund Transfer to Resource 1000		320,000
7900	* Contingency / Reserves		<u>50,858</u>
	Total Resource 1110 Expenditures Including Contingency / Reserves	\$	<u>913,938</u>

\* 5% Contingency reserve calculated from TAF equals \$ 45,697

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

TENTATIVE OPERATING BUDGET  
 2007-2008

INCOME

Estimated Beginning Balance, July 1		\$	164,261
Local Income			
Interest	\$	6,000	
Rents and Leases		8,000	
Contract Revenue			
City of Corona		52,300	
City of Moreno Valley		19,200	
City of Norco		1,200	
City of Riverside Human Resources		43,819	
Complete Coachworks		4,304	
Department of Environmental Health		5,500	
Luxfur		10,000	
Pacific Coachworks		31,000	
Portrait Homes		4,000	
Press Enterprise		25,000	
Timberland		5,000	
Zenith Freight		500	
Estimated Future Contracts		<u>75,590</u>	
Total Local Income			291,413
Intrafund Transfer from Resource 1000			<u>173,470</u>
Total Available Funds		\$	<u>629,144</u>

EXPENDITURES

Object Code

1000	Academic Salaries	\$	2,100
2000	Classified Salaries		143,713
3000	Employee Benefits		49,181
4000	Book and Supplies		19,400
5000	Services and Operating Expenditures		184,223
7910	* Contingency / Reserves		<u>230,527</u>
	Total Resource 1170 Expenditures Including Contingency / Reserves	\$	<u>629,144</u>

\* 5% Contingency reserve calculated from TAF equals \$ 31,457

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

TENTATIVE OPERATING BUDGET  
2007-2008

INCOME

Estimated Beginning Balance, July 1		\$ 3,810,923
Local Income		
Interest	\$ 113,846	
Redevelopment Agency Agreements	<u>1,153,286</u>	
Total Local Income		<u>1,267,132</u>
Total Available Funds		<u>\$ 5,078,055</u>

EXPENDITURES

Object Code

5000	Services and Operating Expenditures	\$ 156,100
7900	* Contingency / Reserves	<u>4,921,955</u>
	Total Resource 1180 Expenditures Including Contingency/Reserves	<u>\$ 5,078,055</u>

\* 5% Contingency reserve calculated from TAF equals \$ 253,903

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

TENTATIVE OPERATING BUDGET  
 2007-2008

Estimated Beginning Balance, July 1 \$ -

Federal Income

Americorp/Service Learning	\$ 56,326
Americorp Alert	51,761
ATE-Adv Tech Ed-NSF	222,720
CalWorks Program	128,843
CCEAC Program WIA Title I	200,000
Child Care Access	144,454
ECS Consortium Grant	18,200
Foster & Kinship Care	68,865
Fund for Improvement Post Secondary Ed	145,376
Gateway to College	294,768
Gear Up	55,812
Independent Living	10,200
NASA/ANN Development	2,974
Post-Emancipation Services	117,000
Pre-Emancipation Services	133,000
Procurement Assistance	498,021
Riverside County Emancipation Services	850,000
Student Support Services TRIO Norco	286,181
Talent Search TRIO Moreno Valley	91,400
Talent Search TRIO Norco	110,495
TANF 50%	112,400
Tech Prep Regional Coord Project	461,000
Title V Chaffey Community College	347,073
Title V HSI Coop MV/Norco	446,285
Title V HSI Cop MV/UCR	749,828
Title V Moreno Valley	592,491
Title V Norco	670,725
Title V Riverside	620,637
Title VI Global Logistics Program	33,052
Tri-Tech Small Business Development	222,721
UCR / TQE Grant	150,504
Upward Bound TRIO Norco	477,741
VTEA	929,321
VTEA Tech Prep	229,944
VATEA Title IIA State Leadership	168,000
Water Quality Research	219,161
Workability Grant	<u>228,629</u>

Total Federal Income 10,145,908

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

TENTATIVE OPERATING BUDGET  
2007-2008

State Income

Assoc. Degree Nursing Program	68,252	
Basic Skills Reappropriation-One Time	190,908	
BFAP Augmentation	671,693	
BOG Financial Aid Administration	217,686	
CA High School Exit Exam	328,754	
CACT	205,000	
CACT Hub FP1	121,000	
CalWorks	569,658	
CalWorks Community College Set-Aside Program	359,700	
Career Exploration & Development 7th & 8th Graders	149,853	
Center for International Trade Development	205,000	
CITD Hub FP1	121,000	
CITD Leadership Grant	162,500	
CTE Strengthening Career Tech Ed	250,000	
CTE Teacher Preparation Pipeline	296,116	
DSP&S Allocation	1,686,683	
EOPS - CARE	88,323	
EOPS Allocation	726,785	
Faculty and Staff Diversity (including carryover)	92,499	
Foster & Kinship Care Education	61,735	
IDRC Mt. Sac	24,334	
Instructional Equipment	1,383,708	
Lottery	707,693	
Matriculation	1,494,645	
Middle College	136,769	
Nursing Capacity Building Program	8,241	
Nursing Capacity Building Program Expansion FP2	235,548	
Nursing Capacity Building Program Expansion FP3	277,750	
Nursing Capacity Building Renovation	92,595	
Nursing Capacity Building Renovation FP2	173,604	
Nursing Capacity Building Renovation FP3	277,750	
Nursing Faculty Recruitment & Retention	307,340	
Physican Assistant Base Program Song Brown	66,545	
Song Brown Nursing 07/09	200,000	
Song Brown Registered Nursing	153,814	
Staff Development	114,570	
Telecommunications Technology Grant	<u>66,529</u>	
Total State Income		12,294,580

Local Income

CACT Seminars	46,553
CITD Conferences	3,377
4Faculty Web Services	26,496
Gateway to College	324,000
Jurupa Early College Academies	144,684
Nuview Bridge	134,832
PAC- Seminars	31,000
Regional Health Occupations	2,000
Riverside County Board of Supervisors	25,507
Spanish Language Cultural Immersion	4,356
Tri-Tech SBCD Cash Match	87,259
West Ed Paraprofessional	<u>187</u>

Total Local Income 830,251

Interfund and Intrafund Transfers

DSP&S Match/Over (from Resource 1000)	665,157
Federal Work Study (from Resource 1000)	133,121
Instructional Equip Match (from Resource 1000)	<u>222,028</u>

Total Interfund and Intrafund Transfers 1,020,306

Total Income 24,291,045

Total Available Funds \$ 24,291,045

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

TENTATIVE OPERATING BUDGET  
2006-2007

<u>Object Code</u>		<u>Expenditures</u>
1000	Academic Salaries	\$ 4,319,764
2000	Classified Salaries	6,706,532
3000	Employee Benefits	3,130,790
4000	Book and Supplies	2,152,091
5000	Services and Operating Expenditures	5,265,417
6000	Capital Outlay	2,444,197
7500	Scholarships	18,316
7600	Book Grants / Bus Passes	253,938
7900	Contingency / Reserves	<u>-</u>
Total Resource 1190 Expenditures Including Contingency / Reserves		<u>\$ 24,291,045</u>

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

TENTATIVE OPERATING BUDGET  
2007-2008

INCOME

Estimated Beginning Balance, July 1		\$	146,929
Local Income			
Food Service Sales - Cafeteria	\$	1,024,613	
Catering		161,211	
Commissions		51,176	
Pepsi Support		100,000	
Interest		<u>9,500</u>	
Total Local Income			1,346,500
Interfund Transfer From Resource 1110 - Bookstore Fund			506,930
Total Income			<u>1,853,430</u>
Total Available Funds		\$	<u>2,000,359</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$	639,183
3000	Employee Benefits		282,411
4000	Books and Supplies		682,093
5000	Services and Operating Expenditures		296,045
7900	* Contingency / Reserves		<u>100,627</u>
	Total Resource 3200 Expenditures Including Contingency / Reserves	\$	<u>2,000,359</u>

\* 5% Contingency reserve calculated from TAF equals \$100,018

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

TENTATIVE OPERATING BUDGET  
 2007-2008

INCOME

Estimated Beginning Balance, July 1		\$	120,118
Federal Income			
Lunch Program			21,600
State Income			
Tax Bailout Funds	\$	143,558	
State Lunch Program		<u>520</u>	
Total State Income			144,078
Local Income			
Parent Fees - Riverside	\$	519,824	
Parent Fees - Moreno Valley		329,130	
Parent Fees - Norco		266,166	
Interest Income		<u>4,000</u>	
Total Local Income			1,119,120
Interfund Transfer from Resource 1000 - General Fund			<u>220,000</u>
Total Income			<u>1,504,798</u>
Total Available Funds		\$	<u>1,624,916</u>

EXPENDITURES

<u>Object Code</u>			
1000	Academic Salaries	\$	915,362
2000	Classified Salaries		162,581
3000	Employee Benefits		211,819
4000	Books and Supplies		63,440
5000	Services and Operating Expenditures		65,570
6000	Capital Outlay		5,500
7900	* Contingency / Reserves		<u>200,644</u>
	Total Resource 3300 Expenditures Including Contingency / Reserves	\$	<u>1,624,916</u>

\* 5% Contingency reserve calculated from TAF equals \$ 81,246

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

TENTATIVE OPERATING BUDGET  
2007-2008

INCOME

Estimated Beginning Balance, July 1		\$ 1,709,440
State Income		
Scheduled Maintenance	\$ 1,383,734	
Quad Modernization Project	2,429,948	
Norco Phase III	245,266	
ECS Moreno Valley Equipment	27,570	
ECS Norco Equipment	<u>12,376</u>	
Total State Income		4,098,894
Intrafund Transfer from Resource 4160		<u>287,857</u>
Total Income		<u>4,386,751</u>
Total Available Funds		<u>\$ 6,096,191</u>

EXPENDITURES

Object Code

5000	Services and Operating Expenditures	\$ 5,000
6000	Capital Outlay	6,091,191
7900	Contingency / Reserves	<u>-</u>
	Total Resource 4100 Expenditures Including Contingency/Reserves	<u>\$ 6,096,191</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 41, RESOURCE 4110 - CHILD DEVELOPMENT CENTER

TENTATIVE OPERATING BUDGET  
2007-2008

INCOME

Estimated Beginning Balance, July 1	\$	49,898
Local Income		<u>500</u>
Total Available Funds	\$	<u>50,398</u>

EXPENDITURES

Object Code

6000	Capital Outlay	\$	50,398
7900	Contingency / Reserves		<u>-</u>
Total Resource 4110 Expenditures Including Contingency / Reserves		\$	<u>50,398</u>

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

TENTATIVE OPERATING BUDGET  
2007-2008

INCOME

Estimated Beginning Balance, July 1	\$	525
Local Income		<u>20</u>
Total Available Funds	\$	<u>545</u>

EXPENDITURES

Object Code

7900	Contingency / Reserves	\$	<u>545</u>
	Total Resource 4120 Expenditures Including Contingency / Reserves	\$	<u>545</u>

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

TENTATIVE OPERATING BUDGET  
2007-2008

INCOME

Estimated Beginning Balance, July 1	\$ 11,538,818
Local Income	<u>540,301</u>
Total Available Funds	<u>\$ 12,079,119</u>

EXPENDITURES

Object Code

5000	Services and Operating Expenditures	\$ 18,893
6000	Capital Outlay	1,494,906
7920	Contingency / Reserves	<u>10,565,320</u>
	Total Resource 4130 Expenditures Including Contingency / Reserves	<u>\$ 12,079,119</u>

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

TENTATIVE OPERATING BUDGET  
2007-2008

INCOME

Estimated Beginning Balance, July 1	\$	13,128,485
Local Income		
Interest		<u>630,939</u>
Total Available Funds	\$	<u>13,759,424</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$	150,082
3000	Employee Benefits		56,971
4000	Books and Supplies		5,000
5000	Services and Operating Expenses		1,087,267
6000	Capital Outlay		12,172,247
8999	Intrafund Transfers		<u>287,857</u>
Total Resource 4160 Expenditures Including Contingency / Reserves		\$	<u>13,759,424</u>

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

TENTATIVE OPERATING BUDGET  
2007-2008

INCOME

Estimated Beginning Balance, July 1		\$ 3,495,110
Local Income		
Interest	\$ 120,000	
Self Insurance Health Plan	<u>4,336,644</u>	
Total Local Income		4,456,644
Interfund Transfer from Resource 1000 - General Fund		<u>250,000</u>
Total Income		<u>4,706,644</u>
Total Available Funds		<u>\$ 8,201,754</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$ 174,844
3000	Employee Benefits	67,006
4000	Book and Supplies	7,400
5000	Services and Operating Expenditures	4,090,550
6000	Capital Outlay	80,568
7900	Contingency / Reserves	<u>3,781,386</u>
	Total Resource 6100 Expenditures Including Contingency / Reserves	<u>\$ 8,201,754</u>

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

TENTATIVE OPERATING BUDGET  
2007 2008

Estimated Beginning Balance, July 1		\$ 579,877
Local Income		
Interest	\$ 70,000	
Workers Compensation Premiums	<u>1,357,621</u>	
Total Local Income		<u>1,427,621</u>
Total Available Funds		<u>\$ 2,007,498</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$ 52,112
3000	Employee Benefits	21,124
4000	Books and Supplies	620
5000	Services and Operating Expenditures	998,538
6000	Capital Outlay	7,700
7900	Contingency / Reserves	<u>927,404</u>
Total Resource 6110 Expenditures Including Contingency / Reserves		<u>\$ 2,007,498</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
STUDENT FEDERAL GRANTS

TENTATIVE OPERATING BUDGET  
2007-2008

INCOME

Estimated Beginning Balance, July 1		\$	-
Federal Income			
PELL Student Grants and Book Waivers	\$ 13,000,000		
FSEOG Student Grants and Book Waivers	687,984		
ACG Academic Competitiveness Grant	30,000		
Federal Work Study	<u>592,695</u>		
Total Federal Income			<u>14,310,679</u>
Total Available Funds		\$	<u>14,310,679</u>

EXPENDITURES

Object Code

7520	Student Grants and Book Waivers	\$	<u>14,310,679</u>
	Total Student Federal Grants	\$	<u>14,310,679</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
STATE OF CALIFORNIA STUDENT GRANTS

TENTATIVE OPERATING BUDGET  
2007-2008

Estimated Beginning Balance, July 1	\$ -
State Income	
Cal Grant B and C	<u>1,447,000</u>
Total Available Funds	<u>\$ 1,447,000</u>

EXPENDITURES

Object Code

7520	Student Grants and Book Waivers	<u>\$ 1,447,000</u>
	Total State of California Student Grants Account	<u>\$ 1,447,000</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ASSOCIATED STUDENTS OF RCC

TENTATIVE OPERATING BUDGET  
2007-2008

INCOME

Estimated Beginning Balance, July 1		\$ 1,263,057
Local Income		
Student Fees	\$ 545,500	
Interest	45,500	
Athletic Events	6,500	
Telephone Commission	<u>4,500</u>	
Total Local Income		<u>602,000</u>
Total Available Funds		<u>\$ 1,865,057</u>

EXPENDITURES

Special Program Code

900	ASRCC Operations/Special Events	\$ 38,300	
905	Organizations Funding	138,300	
906	Athletics	232,200	
911	Riverside Special Events	48,250	
912	Riverside Interclub Council	4,700	
913	Riverside MCAC	6,000	
914	Riverside Club Special Events	39,502	
915	Riverside Board of Commissioners	7,800	
921	Norco Operations/Special Events	20,050	
922	Norco Interclub Council	8,050	
923	Norco MCAC	3,300	
924	Norco Club Special Events	12,750	
927	Norco Commissioners	4,050	
931	Moreno Valley Special Events	25,300	
932	Moreno Valley Interclub Council	4,150	
933	Moreno Valley MCAC	3,470	
934	Moreno Valley Club Special Events	<u>5,828</u>	
	Total Expenditures	\$ 602,000	
	Contingency / Reserve		<u>1,263,057</u>
	Total Associated Students of RCC Expenditures, including Contingency / Reserve		<u>\$ 1,865,057</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-2

Date: June 19, 2007

Subject: Quadrangle Modernization Project - Change Order No. 6

Background: On November 15, 2005, the Board of Trustees awarded a contract to ASR Constructors, Inc. for the modernization and construction of the Quadrangle building located at the Riverside City College campus in the amount of \$13,020,000. Additionally, the Board has approved Change Orders (Nos. 1, 2, 3, 4 & 5) bringing the total project award to \$15,656,872.

Staff is now requesting the Board's approval of Change Order No. 6 for miscellaneous changes throughout the Quadrangle Modernization Project (description of changes are noted in the attached change order). The total amount for Change Order No. 6 is \$212,023, increasing the total project award to \$15,868,895.

Funding for this change order will come from the approved project budget.

Recommended Action: It is recommended that the Board of Trustees approve Change Order No. 6 for the Quadrangle Modernization Project in the amount of \$212,023 and authorize the Vice Chancellor, Administration and Finance to sign the Change Order.

Salvatore G. Rotella  
Chancellor

Prepared by: Aan Tan  
Associate Vice Chancellor  
Facilities Planning, Design and Construction

# CHANGE ORDER

## Steinberg Architects

523 West 6<sup>th</sup> Street, Suite 245  
Los Angeles, CA 90014

PROJECT:           Quadrangle Modernization           CHANGE ORDER #       6        
          Riverside Community College District           DATE:       June 19, 2007        
CONTRACTOR:       ASR Constructors                   D.S.A. #       04-106550                    
          5230 Wilson Street                                    
          Riverside, CA 92506                                  

ORIGINAL CONTRACT AMOUNT: \$           13,020,000.00            
Previous Change Order: \$       2,636,872.00            
This Change Order: \$       212,023.00                    
Total Change Orders: \$           2,848,895.00            
REVISED CONTRACT AMOUNT: \$           15,868,895.00          

ORIGINAL CONTRACT COMPLETION DATE:  
Previous Change Order:        Calendar Days  
This Change Order:        Calendar Days  
Total Change Orders:        Calendar Days

REVISED CONTRACT COMPLETION DATE:

Upon signing by the Owner and the Contractor, the above noted Contract is hereby changed per the terms of the contract and this Change Order including attached exhibit "A".

This change represents full and complete compensation for all cost, direct and indirect, associated with the work and time agreed herein, including but not limited to, all costs incurred for extended overhead, disruption or suspension of work, labor inefficiencies, and the change's impact on the unchanged work.

### APPROVALS:

\_\_\_\_\_  
Steinberg Architects DATE \_\_\_\_\_

\_\_\_\_\_  
ASR Constructors DATE \_\_\_\_\_

\_\_\_\_\_  
Riverside Community College District DATE \_\_\_\_\_

Exhibit "A"

- #1 DESCRIPTION: COR 31  
Trace and remove old electrical conduits from south wing due to when the hard lid ceiling was removed, cluster of old electrical conduits were found  
REASON: Unforeseen condition  
REQUESTED BY: Riverside Community College District  
COST: \$ 20,711
- #2 DESCRIPTION: COR 34 / COR 77  
Remove bee colony in roof (north side of bldg.) and also in tree  
REASON: Unforeseen condition  
REQUESTED BY: Riverside Community College District  
COST: \$ 159 + \$ 2,755 = \$2,914
- #3 DESCRIPTION: COR 54 / COR 82  
Replace numerous existing condensate lines, due to deterioration; remove Old lines and replace with copper  
REASON: Unforeseen condition  
REQUESTED BY: Contractor/Riverside Community College District  
COST: \$ 12,818 + \$ 18,317 = \$31,135
- #4 DESCRIPTION: COR 62R  
Add connections for future lighting at bathroom soffits  
REASON: Oversight  
REQUESTED BY: Riverside Community College District  
COST: \$ 3,505
- #5 DESCRIPTION: COR 70  
Demo on the south side, suspended cement plaster ceiling to expose existing concrete floor or ceiling; support all associated electrical, mechanical and plumbing  
REASON: Unforeseen Conditions  
REQUESTED BY: Architect  
COST: \$ 4,295
- #6 DESCRIPTION: COR 72  
Lecture Hall electrical AV/IT infrastructure revisions  
REASON: District changes  
REQUESTED BY: Riverside Community College District  
COST: \$ 38,836

- #7 DESCRIPTION: COR 74  
Remove existing gas line that runs through classrooms 23 and 24; remove wall covering in the video game arcade and repair cement plaster wall; remove tile around the window sills in the Tiger's Den and replace with 1" wood trim and paint to match walls  
REASON: Oversight  
REQUESTED BY: Contractor  
COST: \$ 1,794
- #8 DESCRIPTION: COR 76  
Remove plaster ceiling in rooms 125 and 219  
REASON: Unforeseen condition  
REQUESTED BY: Contractor  
COST: \$ 2,604
- #9 DESCRIPTION: COR 79  
In-fill and level floors in bathrooms 125 and 219  
REASON: Oversight  
REQUESTED BY: Contractor  
COST: \$ 15,746
- #10 DESCRIPTION: COR 86 / COR 88  
Add (13) electrical outlets to offices on south side (office to classroom change); and add electrical outlets on homerun circuitry for offices 208A, B & C  
REASON: Architectural oversight  
REQUESTED BY: Contractor  
COST: \$ 6,692 + \$ 2,460 = \$ 9,152
- #11 DESCRIPTION: COR 87  
Cut flush boxes in cement ceiling; adjust conduit in north side ceiling; adjust conduit in south side ceiling; adjust conduit in east side ceiling  
REASON: Architectural oversight  
REQUESTED BY: Contractor  
COST: \$ 2,482
- #12 DESCRIPTION: COR 89 / COR 90  
Provide additional sleeves for data cable and reinstall 4" data sleeves between floors at the IDF rooms (office to classroom changes)  
REASON: Architectural oversight  
REQUESTED BY: Contractor/ Riverside Community College  
COST: \$ 4,695 + \$ 3,622 = \$ 8317

- #13 DESCRIPTION: COR 92  
Install new wall type over existing concrete wall  
REASON: Unforeseen condition  
REQUESTED BY: Contractor  
COST: \$ 8,005
- #14 DESCRIPTION: COR 93  
Fire rate underside of existing ceilings and add furred walls  
REASON: Unforeseen condition  
REQUESTED BY: Contractor  
COST: \$ 20,907
- #15 DESCRIPTION: COR 94  
Add (3) HVAC unit drain pans in MDF/IDF rooms to protect high tech equipment  
REASON: Mechanical Engineer oversight  
REQUESTED BY: Contractor  
COST: \$ 1,546
- #16 DESCRIPTION: COR 101  
Add sleeve to tie in 1<sup>st</sup> floor to basement; provide pull boxes at basement; provide separate sleeve for low voltage; relocate electric box  
REASON: Unforeseen condition; IT oversight; and District Request  
REQUESTED BY: Contractor/ Riverside Community College District  
COST: \$ 29,371
- #17 DESCRIPTION: COR 102  
Door hardware revisions (office to classroom change)  
REASON: Oversight  
REQUESTED BY: Riverside Community College District  
COST: \$ 3,791
- #18 DESCRIPTION: COR 104  
Demo plaster wall and door; add framing and drywall  
REASON: Doors do not have DP clearance at the door handles  
REQUESTED BY: Contractor  
COST: \$ 2,776

#19	DESCRIPTION:	<u>COR 107</u> Requirements to demo, remove and re-circuit electrical in order to remove wall between rooms 14 and 15 to enlarge classroom 15
	REASON:	Scope change requested by District
	REQUESTED BY:	Riverside Community College District
	COST:	\$ 4,136
	Total amount	\$ 212,023.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-3

Date: June 19, 2007

Subject: Funding for IT and AV Equipment to be installed at the Innovative Learning Center at La Sierra, a Joint Project of RCCD and Alvord Unified School District

Background: Presented for the Board's review and consideration is a request to spend up to \$1,450,000 for information technology, audio visual infrastructure, and audio visual equipment integration at the Innovative Learning Center currently under construction in La Sierra. The Alvord Unified School District and Riverside Community College District have agreed to construct and operate the Center jointly, with site operations to include an early childhood education center, an elementary school for kindergarten through grade 5, and a teacher preparation center. Included in this request is funding for cameras, video editing equipment, microphones, speakers at observation windows, computer workstations, telephone system, IT equipment for a network system, an alarm system, and media cabinets needed to house the equipment. A more complete description is found in Attachment A.

The soon to open 16 acre campus near La Sierra University was first conceived in 1999 as an exemplary educational center where pre-school children, elementary school age children, and college students preparing to become teachers, would learn in an environment based on state-of-the-art research and best practices found in the education profession. In addition to several sources of general fund and bond funding provided by the state of California between 2000-01 and 2006, this project has been supported locally by RCCD Measure C and Alvord Measure D bond funding. Program development funding has been provided by the United States Department of Education through its Fund for the Improvement of Education (FIE) and Fund for the Improvement of Post-Secondary Education (FIPSE).

Funding included in this request covers equipment commonly found in all early childhood education centers (including RCCD's centers on the Moreno Valley, Norco, and Riverside campuses), as well as equipment necessary to the specialized mission of the new Innovative Learning Center.

Proposed Funding Source: Measure "C"

RESOURCES COMMITTEE

Report No.: VI-B-3

Date: June 19, 2007

Subject: Funding for IT and AV Equipment to be installed at the Innovative Learning Center at La Sierra, a Joint Project of RCCD and Alvord Unified School District (continued)

Recommended Action: It is recommended that the Board of Trustees approve the purchase, integration, and installation of the equipment described in an amount not to exceed \$1,450,000 and authorize the use of Measure C funds for this purpose.

Salvatore G. Rotella  
Chancellor

Prepared by: Debbie Whitaker-Menesses  
Associate Dean, Early Childhood Education  
Ola Jackson  
Associate Dean, Teacher Preparation

ATTACHMENT A  
**MEMORANDUM**

RIVERSIDE COMMUNITY COLLEGE

Norco • Moreno Valley • Riverside



DATE: May 24, 2007

TO: Salvatore Rotella, Chancellor  
Jim Buysse, Vice Chancellor, Administration & Finance

CC: Debbie Whitaker, Associate Dean, Early Childhood Education

FROM: Cecilia Wong  
Executive Dean, Technology and Learning Resources

SUBJECT: Estimated Funds for IT, AV Equipment and AV Infrastructure for RCC Use at the Innovative Learning Center at Alvord USD

The following are estimates for the funds required for this project:

Description		Cost
1.	AV Infrastructure and Equipment for: <ul style="list-style-type: none"><li>• Two (2) Preschool Rooms – C109 &amp; E103</li><li>• Two (2) Kindergarten Rooms – D103 &amp; KF114</li><li>• One (1) V-Brick Room</li></ul>	\$750,000
	Media Cabinets	\$ 58,000
	Alarm System and Miscellaneous	\$ 58,925
2.	IT Equipment	\$583,075
	Network System (MDF Room)	
	Telephone System	
	Computer Workstations	
	Office Equipment	
<b>Total</b>		<b>\$1,450,000</b>

Please see the attached documentation for further detail on the estimates for this project.



**SPINITAR**  
A Presentation Products Company

- Integrated Systems
- Presentation Products
- System Support

## Summary of Proposed Systems

### **ADULT CLASSROOM**

**Display System:** The room is equipped with a ceiling mounted data-video projector that displays computer & video sources on ceiling mounted electronic drop down projection screen.

**Display Inputs:** System includes display of:

- One (1) Client Furnished portable guest laptop computer input – from wall input plate
- One (1) Document Camera – from wall input plate
- One (1) DVD/VCR Player (w/ close caption) – from cabinet
- One (1) Portable Aux Video w/ Audio Input – from wall input plate

All high-resolution computer and video cabling is to be installed, routing signals from the various inputs to the display.

An audiovisual scaling switcher solution is included allowing any display input to be routed (displayed) to the Projector. The switcher routes audio along with video. This allows complete flexibility in the viewing of display inputs.

**Audio System:** Ceiling mounted speakers provide program audio reinforcement. Soundtrack and program sources include the Laptop Computers, DVD/VCR, and Aux Video input. An integrated mixer/amplifier is included to accept the program audio inputs and drive the speakers.

**System Control:** A basic wall plate system controller is provided. Control via this wall plate will include:

- Projector On/Off
- Image Mute
- Input Select
- Screen Up/Down
- Volume Up/Down
- DVD/VCR Control

**Support Equipment:** A professional AV equipment rack solution is provided for proper installation and securing of AV equipment components.

## **ADULT CLASSROOM w/ Rich Media**

**Display System:** The room is equipped with a ceiling mounted data-video projector that displays computer & video sources on ceiling mounted electronic drop down projection screen.

**Display Inputs:** System includes display of:

- One (1) Client Furnished portable guest laptop computer input – from wall input plate
- One (1) Document Camera – from wall input plate
- One (1) DVD/VCR Player (w/ close caption) – from cabinet
- One (1) Portable Aux Video w/ Audio Input – from wall input plate

All high-resolution computer and video cabling is to be installed, routing signals from the various inputs to the display.

An audiovisual scaling switcher solution is included allowing any display input to be routed (displayed) to the Projector. The switcher routes audio along with video. This allows complete flexibility in the viewing of display inputs.

**Audio System:** Ceiling mounted speakers provide program audio reinforcement. Soundtrack and program sources include the Laptop Computers, DVD/VCR, and Aux Video input. An integrated mixer/amplifier is included to accept the program audio inputs and drive the speakers.

**System Control:** A basic wall plate system controller is provided. Control via this wall plate will include:

- Projector On/Off
- Image Mute
- Input Select
- Screen Up/Down
- Volume Up/Down
- DVD/VCR Control

**Rich Media:** A presentation capture system is included to record adult classroom sessions. This system captures video and audio of the presenter along with any content that is being presented. The recorded sessions can be edited and stored for future playback and video on demand.

**Support Equipment:** A professional AV equipment rack solution is provided for proper installation and securing of AV equipment components.

## **PRESCHOOL ROOM w/ 4 Cameras and Microphones**

This early childhood teaching classroom space is designed for teaching in quadrants. The following technology is integrated into and adjacent to the teaching space to facilitate real time visual and audible observation along with video and audio capture for editing and future playback.

- Four (4) High quality Controllable Video Cameras for video observation and capture of each quadrant. The cameras have a simple network based control interface for in room instructor control along with remote control from student observation room or other remote users that are allowed access.
- Four (4) high quality directional microphones for audio observation and capture of each quadrant.
- Network based video/audio encoders for live video/audio streaming and capture. This provides network based remote observation and capture in DVD quality.
- Each room has viewing windows for observation. The in-room microphones are connected to a multi channel integrated listening system so the observers looking through the window can hear the in room teaching activities "quadrant specific" via an audio headset.

## **K ROOM w/ 2 Cameras and Microphones**

This early childhood teaching classroom space is designed for Kindergarten and 1<sup>st</sup> grade teaching. The following technology is integrated into and adjacent to the teaching space to facilitate real time visual and audible observation along with video and audio capture for editing and future playback.

- Two (2) High quality Controllable Video Cameras for video observation and capture. The cameras have a simple network based control interface for in room instructor control along with remote control from student observation room or other remote users that are allowed access.
- High quality microphones for audio observation and capture.
- Network based video/audio encoders for live video/audio streaming and capture. This provides for network based remote observation and capture in DVD quality.
- Each room has viewing windows for observation. The microphones are also connected to a multi channel integrated listening system so the observers looking through the window can hear the in room teaching activities via a headset.

## **Vbrick for all Rooms for capture and storage**

The Network based video/audio encoders in each classroom are connected to an "Ethernet TV" system consisting of a network video recorder, scheduler, and video on demand server. Multiple

simultaneous video/audio streams can be viewed real time and recorded. Via a simple network based program guide, end users can access live and stored video/audio from each of the classroom cameras/microphone systems. Captured content can be easily edited by faculty.

## ***Audio Observation only Rooms***

The following technology is integrated into and adjacent to the teaching space to facilitate real time audible observation.

- High quality microphones for audio observation from adjacent viewing windows. The microphones are connected to a multi channel integrated listening system so the observers looking through the window can hear the in room teaching activities via a headset.

**BUDGETARY SUMMARY - RCC CDC PROJECT REV A**

ROOM/SYSTEM	NOTES	EQUIPMENT	TAX	FREIGHT	LABOR	SELECT SERVICE	TOTAL	TOTAL PER ROOM	TOTAL PROJECT - ALL ROOMS - w/Rich Media
ADULT CLASSROOM - (5 Total Rooms)	Budget is for 1 Room	\$17,932.13	\$1,389.74	\$448.30	\$8,041.50	\$1,075.93	\$28,887.61	\$28,887.61	
ADULT CLASSROOM w/ Rich Media - "Optional" (5 Total Rooms)	Budget is for 1 Room	\$55,478.12	\$4,299.55	\$1,386.95	\$18,967.50	\$3,328.69	\$83,460.81	\$83,460.81	\$0.00
PRESCHOOL ROOM with 4 cameras and mics - (4 Total Rooms)	Budget is for 1 Room	\$80,565.95	\$6,243.86	\$2,014.15	\$28,489.50	\$4,833.96	\$122,147.41	\$122,147.41	\$244,294.83
K ROOM with 2 cameras and mics (4 Total Rooms)	Budget is for 1 Room	\$53,891.67	\$4,176.60	\$1,347.29	\$21,033.00	\$3,233.50	\$83,682.07	\$83,682.07	\$167,364.14
Ybrick for ALL ROOMS for Capture/Storage/... (1 total Room)	Budget is for 1 Backbone Room	\$134,820.56	\$10,448.59	\$3,370.51	\$31,716.00	\$8,089.23	\$188,444.90	\$188,444.90	\$188,444.90
Audio Observation Only Rooms (4 Total Rooms)	Budget is for 1 Room	\$30,631.58	\$2,373.95	\$765.79	\$13,000.50	\$1,837.90	\$48,609.72	\$48,609.72	\$97,219.43

\$	697,323.30
----	------------



5/18/2007

**RCCD ADV LEARNING CTR COST ESTIMATE**

Quantity	Item	unit cost	Material cost
<b>Network systems</b>			
2	3750G-12S-E	11990	23980
1	WS-C3750G-24WS-S25	20500	20500
1	Access Points	1000	1000
26	GLC-LH-SM= LH uplinks	995	25870
8	3750G-48TS-E	21990	175920
4	3750G-24PS-E	11790	47160
1	3750G-48PS-E	23490	23490
1	Router with CME/SRST	19500	19500
4	Distribution UPS systems 2 hr bu-1 P	2100	8400
2	Distribution UPS systems 2 hr bu-2 P	2700	5400
1	Core UPS system	7575	7575
		Discounted	\$251,156.50
<b>Telephony systems</b>			
1	Wireless IP Phone	450	450
25	VoIP Phones	650	16250
		Discounted	\$11,690.00
<b>Telecommunications room components</b>			
9	Lockable relay rack enclosure	3000	27000
70	Patch cords	17	1190
1	Power / Infrastructure changes	50000	50000
1	RCC fiber optic backbone system	40000	40000
			\$118,190.00
<b>Computer workstations</b>			
14	Networked workstations	1500	21000
9	Desktop only (no network)	1500	13500
		Discounted	\$29,325.00
<b>Office Peripherals</b>			
1	Fax machine	130	130
1	Network copier	5000	5000
5	Local printer	400	2000
2	Network printer	1500	3000
		Discounted	\$9,117.00

<b>SUBTOTAL</b>	\$419,478.50
<b>SALES TAX</b>	\$32,509.58
<b>Installation</b>	\$104,869.63
<b>Contingency</b>	\$26,217.41
<b>TOTAL</b>	\$583,075.12

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
PLANNING COMMITTEE

June 12 2007, 6:00 p.m.

Board Room AD 122, O.W. Noble Administration Building, Riverside City Campus

Committee Members: Janet Green, Committee Chairperson  
Mark Takano, Vice Chairperson  
Ray Maghroori, Vice Chancellor, Academic Affairs  
Kristina Kauffman, Associate Vice Chancellor, Institutional Effectiveness  
Doug Beckstrom, Academic Senate Representative, (Moreno Valley Campus)  
Richard Mahon, Academic Senate Representative (Riverside)  
Gail Zwart, Academic Senate Representative (Norco Campus)  
Jessica Bigueur, ASRCC Student Representative  
Todd Wales, CTA Representative (Norco)  
Fabian Biancardi, CTA Representative (Moreno Valley)  
Gustavo Segura, CSEA Representative (Moreno Valley)  
Ginny Haguewood, CSEA Representative (Riverside)

AGENDA

VI. Board Committee Reports

C. Planning

1. Update on Strategic Planning  
- Staff will make a presentation to the Committee regarding the strategic planning processes and activities of the Campus and District Strategic Planning Committees during the past four months.
2. Proposed Agreement – Norco Student Support Center – Construction Management Services.  
- The Committee to consider an agreement to provide construction management services relative to the Norco Student Support Center Project.
3. 2009-2013 Five-Year Capital Construction Plan  
- The Committee to review a proposed Five-Year Construction Plan, initial project proposals, and final project proposals.

Adjourn

Prepared by: Vickie L. Vega  
Administrative Secretary, II  
Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-1

Date: June 19, 2007

Subject: Update on Strategic Planning

Background: Presented for the Board's information is an update on Strategic Planning processes and activities during the past four months. A presentation will be given to the committee reviewing current strategic planning processes and the activities of the Campus and District Strategic Planning Committees during the past four months. The district has established Strategic Planning Processes reflecting the mission of the college, research about the community and the college's current students, and embodying the principles of the Curriculum Centered Strategic Planning Model and its Learner Centered Curriculum Framework. Key structures include Program Review, the Campus Strategic Planning Committees and their subcommittees and the District Strategic Planning Committee. Processes and current activities resulting from the efforts of these committees will be reviewed.

Information Only.

Salvatore G. Rotella  
Chancellor

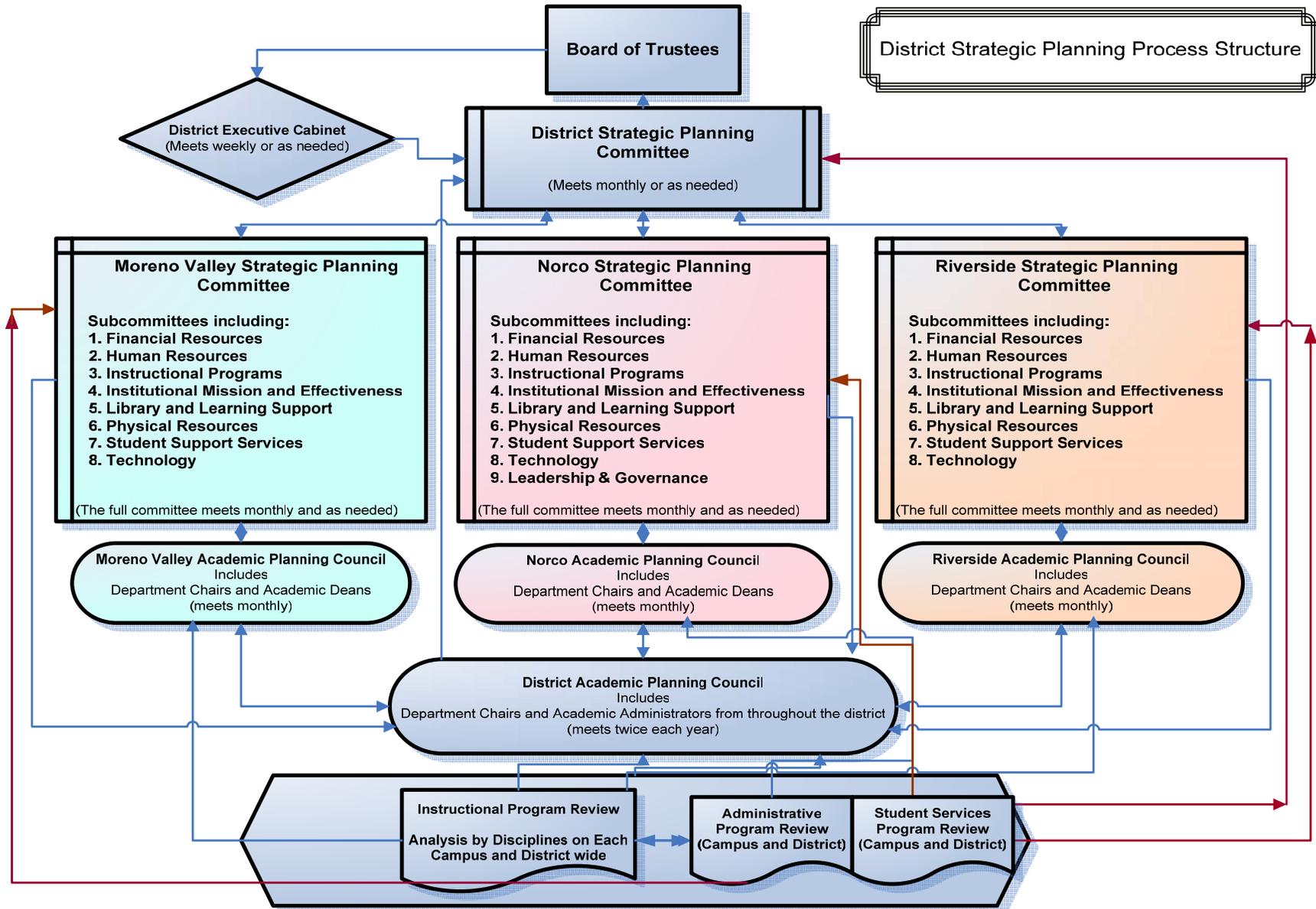
Prepared by: Kristina Kauffman  
Associate Vice Chancellor  
Institutional Effectiveness

## STRATEGIC PLANNING UPDATE

Since February numerous strategic planning activities have occurred. The activities are as follows:

- Accreditation: Preparation of three accreditation reports is nearing completion. Each of these reports contains descriptions, self evaluations, and planning agendas. As campuses engage in this self-reflective process they have recommended clarifications of our current planning process and created planning agenda's which will influence our future work. These important contributions have helped shape the Administrative Program Review process which began in May.
- Program Review: Substantial progress has been made in the preparation of program review documents.
  - To date 134 Annual Program Review Updates have been submitted (a 97% return rate). These updates include reports on this year's assessment activities.
  - 48 Comprehensive Program Review documents were due by the conclusion of this academic year, concluding "Round One" of the process which began in 2001. During this academic year 25 reports were submitted (53%). Three are still in development with anticipated submission by the end of the fiscal year.
  - Student Services completes a Program Review every year.
  - Administrative Program Review began in May with reports due on September 1<sup>st</sup>.
- The District Strategic Planning Committee has reviewed and discussed plans for:
  - District projects
    - McIntyre report
    - Community education, economic development and hospitality management
  - Moreno Valley
    - Strategic planning initiatives
    - Phase III initiatives
  - Norco
    - Construction management gift
    - Strategic planning initiatives
    - Soccer field improvements
  - Riverside:
    - An update of the early childhood studies facilities
    - An aquatic center
    - A student services plaza
    - Crime scene investigation program
    - Strategic planning initiatives
    - Remodel of Landis auditorium

District Strategic Planning Process Structure



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-2

Date: June 19, 2007

Subject: Norco Student Support Center - Construction Management Services

Background: On June 20, 2006, the Board of Trustees approved a short list of Construction Management firms to assist Riverside Community College District in managing and executing construction projects. ProWest Constructors was one of the firms approved for hire.

The Norco Campus identified the Norco Student Support Center as a high priority project for the Five Year Capital Construction Plan. Staff now proposes that the District enter into an agreement with ProWest Constructors to provide pre-construction and construction management services for the Norco Student Support Center Project. The total fee, including reimbursable expenses, for the pre-construction and construction management services would not exceed \$176,000, which is 2% of the estimated construction cost. Services would include the following:

- Design Development
- Construction Documentation
- Coordination and review of all project documentation
- Oversee the construction execution to ensure compliance with all bid specifications and Division of State Architect (DSA) requirements.

Expenses for these services are included in the approved project budget.

Recommended Action: It is recommended that the Board of Trustees approve the agreement with ProWest Constructors to provide construction management services for the Norco Student Support Center Project in the amount of \$176,000, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Aan Tan  
Associate Vice Chancellor  
Facilities Planning, Design and Construction

**AGREEMENT BETWEEN**  
**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**And**

**PROWEST CONSTRUCTORS**

THIS AGREEMENT is made and entered into on the 20<sup>th</sup> day of June, 2007, by and between PROWEST CONSTRUCTORS hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s), and on site at Riverside Community College District's, Norco Campus.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor, Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from June 20, 2007, to the estimated completion date of June 30, 2009, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed \$176,000 including expenses. Payments will be made as authorized by the Associate Vice Chancellor, Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor, Facilities Planning, Design and Construction.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided further, that Consultant shall be indemnified against any damages resulting from such use. In the event Consultant, following the termination of this Agreement,

desires to use any such data, Consultant shall first obtain approval of District's representative in writing.

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Consultant in connection with this Agreement shall be held in a strictly confidential manner by Consultant. Such materials shall not, without the written consent of District, be used by Consultant for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of Consultant, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Consultant services under this Agreement. Consultant shall defend, at its expense, including without limitation, attorneys fees (attorney to be selected by District), District, its Trustees, officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged negligence, recklessness or willful misconduct. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligence, recklessness or willful misconduct are fully and finally barred by the applicable statute of limitations.
9. District shall indemnify and hold Consultant, its officers, agents, and employees free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of the District, its employees, agents, independent contractors, consultants or assigns, arising out of, pertaining to or relating to the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Consultant), Consultant, its officers and employees in any legal actions based upon such alleged negligence, recklessness, or willful misconduct. The obligations to indemnify and hold Consultant free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligent acts are fully and finally barred by the applicable statute of limitations.
10. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant's activities as well as District's activities under this contract. Such insurance shall name District as an

additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.

11. District may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case District will pay Consultant in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Consultant, and to authorized Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
12. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

ProWest Constructors

Riverside Community College District

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Randy Craig  
President  
22710 Palomar St.  
Wildomar, CA 92595

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James L. Buysse  
Vice Chancellor  
Administration and Finance

Date

Date

## Exhibit I

### Scope of Services

Provide project/construction management services to include the following:

- Oversight of entire project.
- Assist in the expedition of Requests for Information (RFI's) and Submittals which affect the critical path.
- Interface with the Architect, Contractor and District as required.
- Assess and comment on General Contractor's project schedule.
- Review General Contractor's schedules of value for percentages when submitted for monthly payment. This review to take place at bi-weekly meetings.
- Provide constructability and cost estimate reviews at the Design Development and Working Drawings Phase and before the bidding process.
- Assist in the bidding process and awarding of contracts.
- Write and control meeting minutes.
- Walk project every two weeks to assess project schedule.
- Provide one page executive report of project status to District every four weeks.
- Monitor District project budget at required.
- Take photos and submit to District with executive report.
- Locate, assimilate, investigate and review existing project data in order to become familiar with the project.
- Review and assess submitted General Contractor change orders on the project.
- Assist District in management of consultant and General Contractor to ensure the schedule and project budget are met.
- Conduct procurement reviews with General Contractor to ensure timely delivery of required materials and equipment.
- Assist in warranty claims and post occupancy evaluation.
- Other related duties.

### *Proposed Fee:*

Payments shall be at an hourly rate of \$165.00, not to exceed \$176,000, which is 2% of the construction cost, including reimbursable expenses.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-3

Date: June 19, 2007

Subject: 2009-2013 Five-Year Capital Construction Plan

Background: The State Chancellor's office requires community colleges to submit annually a Five-Year Capital Construction Plan. Riverside Community College District is presenting the 2009-2013 Five-Year Capital Construction Plan and the following Initial Project Proposals (IPPs) for the Public Safety, Law Enforcement and Fire Training Learning Resource Center Phase II at Ben Clark, and the Student Services Building at the Norco Campus and Final Project Proposal (FPP) for the Student Services Center project at the Riverside City Campus.

The IPPs are being presented so that the Public Safety, Law Enforcement and Fire Training Learning Resource Center Phase II and the Student Services Building can enter the State queue. The FPP is being presented as the State Chancellor's Office requires resubmission each year until a project is funded.

Recommended Action: It is recommended that the Board of Trustees approve the 2009-2013 Five-Year Construction Plan, the Initial Project Proposals for Public Safety, Law Enforcement and Fire Training Learning Resource Center Phase II, and the Student Services Building (Norco Campus), as well as the Final Project Proposal for the Student Services Center (Riverside City Campus) and authorize their submission to the California Community Colleges Chancellor's Office.

Salvatore G. Rotella  
Chancellor

Prepared by: Aan Tan  
Associate Vice Chancellor  
Facilities Planning, Design and Construction



## **RIVERSIDE COMMUNITY COLLEGE**

Moreno Valley Campus ▪ Norco Campus ▪ Riverside Campus

June 19, 2007

THE FOLLOWING IS A TRUE AND EXACT COPY OF AN EXCERPT FROM THE AGENDA AND MINUTES OF THE RIVERSIDE COMMUNITY COLLEGE BOARD OF TRUSTEES MEETING OF JUNE 19, 2007.

It was moved, seconded and carried that the Riverside Community College District Board of Trustees approve the Five Year Capital Construction Plan for the planning period (2009-2013) and the accompanying Final Project Proposal (FPP) and Initial Project Proposals (IPPs) and authorize the submittal of these documents to the California Community College Chancellor's Office in accordance with Education Code 81820 Et. Seq.

The Final Project Proposal (FPP) being submitted is for the following project:

Student Services Center (Riverside City Campus)

The Initial Project Proposals (IPPs) being submitted are for the following projects:

Public Safety, Law Enforcement & Fire Training Learning Resource Center Phase II  
(Ben Clark)

Student Services Building (Norco Campus)

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Dr. Salvatore G. Rotella  
Chancellor  
Riverside Community College District

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Mary Figueroa  
President  
Board of Trustees

Date: June 19, 2007



**District Projects Priority Order**

Riverside CCD

No.	Project	Occupancy	Source	Schedule of Funds							
				2007/2008	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014	
13	STUDENT SERVICES BUILDING		Norco Center								
	32,000	2012/2013			(L)	(P)(W)(C)(E)					
		\$13,401,954	State			\$13,401,954					
		\$1,489,106	NonState			\$1,489,106					
14	NORCO PHASE IV		Norco Center								
	2012/2013										
15	ADA TRANSITION		Riverside City College								
	2007/2008										
16	UTILITY MASTER PLAN		Riverside City College								
	2007/2008										
17	TRAFFIC MASTER PLAN		Riverside City College								
	2010/2011										
18	WAREHOUSE		Norco Center								
	2008/2009										
19	NETWORK OPERATIONS CENTER (NO		Norco Center								
	2007/2008										
20	NETWORK OPERATIONS CENTER (NO		Moreno Valley Center								
	2007/2008										
21	PUBLIC SAFETY, LAW ENFORCEMENT		Moreno Valley Center								
	20,000	2011/2012				(C)(E)(L)(P)(					
		\$8,229,060	State			W)					
		\$914,340	NonState			\$8,229,060					
						\$914,340					





RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
GOVERNANCE COMMITTEE

June 12, 2007 – 8:00 p.m.

Board Room AD 122, O.W. Noble Administration Building, Riverside City Campus

Committee Members: Virginia Blumenthal, Committee Chairperson  
José Medina, Vice Chairperson  
Salvatore Rotella, Chancellor  
Jim Parsons, Associate Vice Chancellor, Public Affairs &  
Institutional Advancement  
Doug Beckstrom, Academic Senate Representative  
(Moreno Valley)  
Richard Mahon, Academic Senate Representative  
(Riverside)  
Deborah Tompsett-Makin, Academic Senate  
Representative (Norco)  
Christian Aviles, ASRCC Student Representative  
Dariush Haghighat, CTA Representative (Riverside)  
Karin Skiba, CTA Representative (Norco)  
Gustavo Segura, CSEA Representative (Moreno Valley)

AGENDA

VI. Board Committee Reports

D. Governance Committee

1. Updated Board Policies Pertaining to Fees, Student Health Services and New Board Policy regarding Child Abuse Reporting - Committee to review revised and new board policies regarding student fees, student health services and child abuse reporting.
2. Comments from the public.

Adjourn

Prepared by: Jim Parsons  
Associate Vice Chancellor, Public Affairs & Institutional Advancement

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GOVERNANCE COMMITTEE

Report No.: VI-D-1

DATE: June 19, 2007

Subject: Updated Board Policies Pertaining to Fees, Student Health Services and  
New Board Policy regarding Child Abuse Reporting

Background: As part of the District's efforts to get information to students and employees as timely as possible regarding the necessary fees charged Students by the District, and employees' responsibilities for reporting suspected child abuse-neglect, the following policies are being brought forward for first reading.

Policy 3518 – Child Abuse Reporting. This is a new policy for the District. This policy is needed in order that procedures can be issued to insure that the employees of the District are aware of the laws regarding child abuse/neglect reporting and of their obligation to report suspected abuse/neglect. This is language recommended by legal counsel for the Community College League of California (CCLC), based on the Penal Code, the Welfare and Institutions Code and the Family Code.

Policy 5030 – Student Fees, replaces the District's current policy 6042 – Student Fees. Most of the suggested language is the model language recommended by legal counsel for the CCLC, based on the Education Code. District staff has provided language for the Health Fee.

Policy 5200 – Student Health Services, replaces the District's current policy 6045 – Student Health Services. As in the two policies discussed above, much of the language is the model language recommended by legal counsel for the CCLC, based on the Education Code and Title 5.

In all instances, the District Administration will establish and put in place the procedures to carry out these policies.

Recommended Action: It is recommended that the Board of Trustees accept for first reading, Policies 3518, 5030, and 5200.

Salvatore G. Rotella  
Chancellor

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

General Institution  
DRAFT

**BP 3518 CHILD ABUSE REPORTING**

**References:**

Penal Code Sections 261, 264.1, 273a, 273d, 285, 286, 288, 288a, 289, 647a, and 11164-11174.3;  
Welfare and Institutions Code Sections 300, 318, and 600;  
Family Code Sections 7802, 7807, 7808, 7820-7829, 7890, and 7892

**The Chancellor shall establish procedures related to the responsibility of employees, within the scope of employment or in their professional capacity, to report suspected abuse and neglect of minors present at any time on District property.**

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**NOTE:** This policy is **legally advised**. The **bold type** is language recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **italic type** is additional language to consider including in this policy. There does not appear to be a current policy that addresses this issue.

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**Date Adopted:**

*(This is a new policy recommended by the CC League and the League's legal counsel)*

Student Services  
DRAFT

**BP 5030 STUDENT FEES**

**References:**

Education Code Sections 76300 et seq. and other references cited below

The Board of Trustees authorizes the fees indicated below. The Chancellor shall establish procedures for the collection, deposit, waiver, refund, and accounting for fees as required by law. The procedures shall also assure those who are exempt from or for whom the fee is waived are properly enrolled and accounted for. Fee amounts shall be published in the District's catalog, *the schedule of classes and on the District's website ([www.rcc.edu](http://www.rcc.edu))*.

**Enrollment Fee:**

Each student shall be charged a fee for enrolling in credit courses as required by law.

Non resident tuition with these permissive exemptions (Education Code Sections 76140 and 76140.5):

- All non resident students enrolling for 6 or fewer units;
- A student who is a citizen and resident of a foreign country who demonstrates financial need; or

**\*Auditing Fees:**

*Persons auditing a course shall be charged a per unit, per semester fee, not to exceed the maximum fee allowed by Education Code, Section 76370. Students enrolled in classes to receive credit for 10 or more semester credit units shall not be charged this fee to audit three or fewer units per semester.*

**Health Fee:**

*The District will charge the maximum allowable fee as approved by the State Chancellor's office in accordance with the Education Code, unless otherwise indicated by financial activity review or directed by the Board of Trustees. The Board of Trustees and the Associated Student Body*

***government will be notified of changes in the maximum allowable fee prior to implementation.***

**\*Parking Fee:**

**Students shall be required to pay a fee for parking services, in an amount not to exceed the maximum allowable fee per semester or intersession, pursuant to Education Code, Section 76360(a)(1).**

**Instructional Materials:**

**Education Code and Title 5 Sections 59400 et seq.**

**Students may be required to provide required instructional and other materials for a credit or non-credit course, provided such materials are of continuing value to the student outside the classroom and provided that such materials are not solely or exclusively available from the District.**

**Physical Education Facilities:**

**Education Code Section 76395**

**Where the District incurs additional expenses because a physical education course is required to use non-District facilities, students enrolled in the course shall be charged a fee for participating in the course. Such fee shall not exceed the student's calculated share of the additional expenses incurred by the District.**

**Transcript Fees:**

**Education Code Section 76223**

**The District shall charge a reasonable amount for furnishing copies of any student record to a student or former student. The Chancellor is authorized to establish the fee, which shall not to exceed the actual cost of furnishing copies of any student record. No charge shall be made for furnishing up to two transcripts of students' records, or for two verifications of various records. There shall be no charge for searching for or retrieving any student record.**

**International Students Application Processing Fee:**

**Education Code Section 76142**

**The District shall charge students who are both citizens and residents of a foreign country a fee to process his or her application for admission. This processing fee and regulations for determining economic hardship may be established by the Chancellor. The fee shall not exceed the lesser of 1) the actual cost of processing an application and other documentation required**

by the U.S. government; or 2) one hundred dollars (\$100), which shall be deducted from the tuition fee at the time of enrollment.

~~❖ From Riverside CCD Policy 6042 titled Student Fees~~

~~Riverside Community College District has a strong commitment to ensure accessibility to all its programs and services for all citizens of the District who are capable of benefiting from the experiences provided. As an important component of this “open door” policy, the District actively promotes low cost education for District residents. However, as a matter of fiscal responsibility, a limited number of related services which the students use while attending classes will be supported by fees charged to students to assist in defraying the costs of providing these services.~~

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***NOTE:** This policy is **legally required** except as noted above. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in **bold italic type** is provided by RCCD staff. The language in **regular type** is current Riverside CCD Policy 6042 titled Student Fees adopted on 7-7-81 and amended on 7-7-87, 8-1-91, 6-2-92, and 6-22-94.*

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**Date Adopted:**

*Replaces current Riverside CCD Policy 6042*

Student Services  
DRAFT

**BP 5200 STUDENT HEALTH SERVICES**

**References:**

Education Code Sections 53411, ~~58620~~, 70901, 72246, 76355, 76401, **76403**, 87003, and 87356;  
Title 5 Section 53411, **54702, 54704, 54706, 54708 and 54710**

**Student health services shall be provided in order to contribute to the education aims of students by promoting physical and emotional well being through health oriented programs and services. *This is based on the belief that good health is an essential element in a student’s ability to profit from instruction.***

**❖ From Riverside CCD Policy 6045 titled Student Health Services**

~~It shall be the policy of Riverside Community College District to provide a program of health services for students. This is based upon the belief that good health is an essential element in a student’s ability to profit from instruction. Components of the Health Services program shall include a system of health assessment, health education, health insurance and health care.~~

~~The Student Health Services program shall be supported by the health services fee. The fee and regulations exempting certain students from payment of the fee are in accordance with California Education Code Section 72246.~~

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**NOTE:** This policy is **legally required**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in **bold italic type** is added by RCCD staff. The language in regular type is current Riverside CCD Policy 6045 titled Student Health Services adopted on 1-21-75 and amended on 5-7-75, 12-15-76, 7-5-77, 6-3-80, 6-16-81, and 6-21-88.

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**Date Adopted:**

*(Replaces current Riverside CCD Policy 6045)*