

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
TEACHING AND LEARNING COMMITTEE

March 13, 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, Associate Vice Chancellor, Student  
Services/Operations  
Doug Beckstrom, Academic Senate Representative,  
(Moreno Valley Campus)  
Richard Mahon, Academic Senate Representative (Riverside)  
Diane Dieckmeyer, Academic Senate Representative  
(Norco Campus)  
Yajaira Tiscareño, ASRCC Student Representative  
Kathleen Sell, CTA Representative  
Gustavo Segura, CSEA Representative

AGENDA

VI. Board Committee Reports

A. Teaching and Learning

1. Memorandum of Understanding with Educational Agencies  
- Committee to review the blanket Memorandum of Understanding for reimbursement of expenses incurred by partnering educational agencies related to the Desert Region Tech Prep collaborative grant. The term of the agreement will be from April 1, 2007 through June 30, 2008.
2. Agreement with Centers for Academic Programs Abroad  
- Committee to review the agreement to provide travel services for the fall session of the study abroad program in Italy. The term of the agreement is September 6, 2007 through November 29, 2007.
3. Agreement with Blackboard Inc.  
- Committee to review the agreement to act as the application service provider for online classes and to provide hosting, licensing and consulting services. The term of the agreement is March 31, 2007 through March 30, 2008, with automatic yearly renewals.
4. Proposed Curricular Changes  
– Committee to review the proposed curricular changes.

5. Accountability Reporting for Community Colleges  
- Committee to be presented with the findings of the Accountability Reporting for the Community Colleges issued by the California Community Colleges Chancellor's Office. The report includes information about the performance of the community college system as well as specific measures for Riverside Community College District, and includes the district response to the report.
6. Update on Matriculation  
- Committee to be presented with an update on Matriculation.
7. 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: March 20, 2007

Subject: Memorandum of Understanding with Educational Agencies

Background: Attached for the Board's review and consideration is a blanket Memorandum of Understanding between Riverside Community College District, as fiscal agents for the Desert Region Tech Prep Collaborative, and educational agencies who partner in the Desert Regional Tech Prep Collaborative grant. The memorandum is for the reimbursement of expenses incurred by partnering educational agencies to facilitate and direct the implementation of a 15-month coordinated regional work plan designed to provide a forum for regional collaboration, alignment of education and training efforts, and effective utilization of new and existing resources between workforce investment boards, and economic development agencies. Each Tech Prep Local Consortia within the region will provide high-quality, successful Tech Prep pathway programs and develop and implement a strategy to continually review and evaluate the partnership and work plan for continuing improvement. In order to allow partnering educational agencies to begin immediate implementation of the work plan, these memorandums would be signed by the Associate Vice Chancellor of Occupational Education. The terms of the memorandums will be April 1, 2007 through June 30, 2007. Total funds to be distributed will be \$201,875.00. Funding source: Carl D. Perkins Vocational and Technical Education Act of 1998, Title II Tech Prep Regional Coordination Grant.

This blanket Memorandum of Understanding has been reviewed by Sylvia Thomas, Associate Vice Chancellor, Instruction, and Ruth Adams, Director, Contracts, Compliance and Legal Services.

Recommended Action: It is recommended that the Board of Trustees approve the blanket Memorandum of Understanding, for the period April 1, 2007 through June 30, 2008, for a total amount of \$201,875.00, and authorize the Associate Vice Chancellor, Occupational Education, to sign the individual memorandums with partnering educational agencies.

Salvatore G. Rotella  
Chancellor

Prepared by: Ron Vito  
Associate Vice Chancellor, Occupational Education

MEMORANDUM OF UNDERSTANDING

Riverside Community College District  
and  
[Name of College or ROP]

This memorandum of understanding is made and entered into this 21<sup>st</sup> day of March, 2007, by and between Riverside Community College District, hereinafter referred to as RCCD, and [Name of College or ROP], hereinafter referred to as [College or ROP acronym]. The term of this MOU is pending notification of receipt of grant contract from the California Department of Education, but not sooner than April 1, 2007, through June 30, 2008.

On behalf of the four Tech Prep consortia in Riverside and San Bernardino counties, Riverside Community College District applied for and was awarded a Carl D. Perkins Vocational and Technical Education Act of 1998-Title II Tech Prep Education grant from the California Department of Education (CDE) to establish the Desert Regional Tech Prep Collaborative. The purpose of the collaborative is to facilitate and direct the implementation of a coordinated regional work plan designed to provide a forum for regional collaboration, alignment of education and training efforts, and effective utilization of new and existing resources between workforce investment boards, economic development agencies, and each Tech Prep Local Consortia within the region to provide high-quality, successful Tech Prep pathway programs and to develop and implement a strategy to continually review and evaluate the partnership and work plan for continuing improvement.

[Name of local Tech Prep consortium] is hosted by [Name of College or ROP] and maintains the capability to assist in carrying out the work plan activities. RCCD and [Name of College or ROP] agree to collaborate in the project by doing the following:

[Name of College or ROP] agrees to the scope of services outlined in Attachment A.

RCCD agrees to the following:

1. RCCD will reimburse [Name of College or ROP] up to \$[amount identified in grant] for expenses directly related to carrying out the work plan activities of the Desert Regional Tech Prep Collaborative grant, as approved by the CDE and the Tech Prep Desert Regional Collaborative. Payment for time and expenses will be made upon receipt of periodic invoices with supporting financial back-up documentation.

Both parties agree that:

1. This agreement is subject to change by mutual consent of the RCCD and [Name of College or ROP].

2. [Name of College or ROP] shall hold harmless, indemnify and defend RCCD against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of [Name of College or ROP], its employees, or agents, resulting from the performance of the agreement.
3. RCCD shall hold harmless, indemnify and defend [Name of College or ROP] against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of RCCD, its employees, or agents, resulting from the performance of this agreement.
4. Either party may terminate this agreement at any time upon 15 days advance written notice to the other.
5. This agreement is not assignable without the consent of both parties hereto.
6. They shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, color, national origin, ancestry, religion, physical/mental disability, marital status, sex, age or sexual orientation.

This Memorandum of Understanding has been read and agreed upon by the following representatives of both parties.

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Signature  
[Name of authorized agent]  
[Title of authorized agent]  
[Name of College or ROP]

---

Date  
  
[address]  
[address]

---

Signature  
James Buysse, Vice Chancellor  
Administration and Finance  
Riverside Community College District

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Date  
  
4800 Magnolia Avenue  
Riverside, CA 92506

Board Approval: March 20, 2007

Attachment A  
Memorandum of Understanding  
Desert Regional Tech Prep Collaborative

Scope of Services for Educational Partners

Golden West College (\$13,500) and Butte College (\$17,000)

Grant work plan activities to include:

- Conducting DACUM (curriculum development) and to delivering faculty professional development workshops.

Baldy View Regional Occupational Program (\$28,875); Mt. San Jacinto Community College District (\$36,250); San Bernardino Regional Occupational Program (\$25,000); Palo Verde College (\$3,000)

Grant work plan activities to include:

- Project coordination to facilitate curriculum/pathway development and to assist in implementing other work plan activities as needed.
- Providing stipends, substitute costs, release time and/or other support for faculty to participate in pathway/curriculum development, internships, regional advisory council, project meetings, workshops and other grant activities/events.
- Facilitate student attendance at project events, including providing funds for student transportation.

College of the Desert (\$37,500)

Grant work plan activities to include:

- Project coordination to facilitate curriculum/pathway development, to assist in developing and implementing the faculty internship program, and to assist in implementing work plan activities as needed.
- Providing stipends, substitute costs, release time and/or other support for faculty to participate in pathway/curriculum development, internships, regional advisory council, project meetings, workshops and other grant activities/events.
- Facilitate student attendance at project events, including providing funds for student transportation.

Colton-Redlands-Yucaipa Regional Occupational Program (\$40,750)

Grant work plan activities to include:

- Project coordination to facilitate curriculum/pathway development; to assist in the development and implementation of a strategy to continually review and evaluation the regional partnership; and to assist in implementing other work plan activities as needed.
- Providing stipends, substitute costs, release time and/or other support for faculty to participate in pathway/curriculum development, internships, regional advisory council, project meetings, workshops and other grant activities/events.
- Facilitate student attendance at project events, including providing funds for student transportation.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: VI-A-2

Date: March 20, 2007

Subject: Agreement with Centers for Academic Programs Abroad

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Centers for Academic Programs Abroad (CAPA) to provide classroom facilities, faculty and student housing, transfer transportation, academic guide, group airfare and insurance for the fall session study abroad program in Florence, Italy from September 6, 2007 through November 29, 2007. The Centers for Academic Programs Abroad have served as the District's educational services contractor for study abroad programs for the past fourteen years. Funding source: No cost to the District.

This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction, and Ruth Adams, Director, Contracts, Compliance and Legal Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for September 6, 2007 through November 29, 2007, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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

Riverside Community College  
Florence  
Program  
Fall  
2007

Created on:

February 26, 2007

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Jan Schall  
Coordinator of International Education  
Riverside Community College  
4800 Magnolia Ave  
Riverside, CA 92506

February 26, 2007  
Riverside Community College Florence Program Fall 2007

Dear Jan:

Please find enclosed CAPA's proposal for the program referenced above.

I would also like to draw your attention to CAPA's emphasis on Maximizing Study Abroad, a unique aspect of all our programs. We are confident that this program will be an outstanding experience for your students.

Please note that our proposal comprises the entirety of this document.

After you have reviewed the proposal, please do not hesitate to contact me with any questions or changes you would like to make. If the proposal is satisfactory, please sign the 2 enclosed letter agreements (found on the last page of the proposal) and return it along with the contract to the contracts administrator. CAPA will counter-sign and return one fully executed copy for your records.

Sincerely,

Jodi Melichar  
Manager of US Program Services

## Florence Program Fall 2007

### 1. PROGRAM DATES

Departure from the United States: Thursday September 6, 2007

Arrival in Italy: Friday September 7, 2007

Departure from Italy: Thursday November 29, 2007

### 2. PREDEPARTURE SERVICES

#### Recruitment

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

#### Program Management

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

#### Financial Accounting

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

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

#### Student Pre-departure Information

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

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

### 3. STUDENT SERVICES

#### Flights

Roundtrip airfare in and out of Rome will be provided.

#### Accommodations

Student Accommodation with double room occupancy provided by Dante Alighieri

#### Meals

Self-catering

#### Group Events

Arrival party

Arrival orientation

Farewell party

#### Cultural Fund

75 euros per student to be distributed in Florence upon arrival

### 4. FACULTY SERVICES

#### Flights

Airfare included.

#### Accommodations

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

#### Other Services

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

Faculty will be provided the option to rent a mobile phone prior to departure where the application fee and daily rental fee are waived. Faculty will still be charged for phone usage but at a discounted rate. Faculty

will not be given a mobile phone once they arrive in country and a land line in the apartment is not guaranteed.

## 5. ACADEMIC PROGRAM AND FACILITIES

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

A British Institute Library Membership will also be provided.

Historic Florence Lecture is included.

### Classroom Facilities

Classroom space will be provided by Dante Alighieri.

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

## 6. LOCAL TRANSPORTATION

### Transfers

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

## 7. EXCURSIONS

A walking tour of Florence following the orientation. No entrances are included.

Three days, two nights to Rome to include transportation by coach, accommodations in a three-star hotel with students in multibedded rooms and faculty in singles, a tour escort, a local guide, and entrances.

## 8. HEALTH AND SAFETY

CAPA endorses the guidelines published by the NAFSA Interorganizational Task Force on Safety and Responsibility in Study Abroad. A leader in health and safety management, CAPA has implemented the

following policies and procedures for managing emergency situations that occur abroad:

### **Preparedness**

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

### **Continuous Assessment**

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

### **24–Hour Emergency Contact**

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

### **Student Insurance**

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

### **Registration Abroad**

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

### **Communication with the Home Campus**

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

## 9. PROGRAM FEES

### Single-Year Agreement versus Two-Year Partnership

In keeping with the spirit of partnership in which CAPA collaborates with academic institutions, two proposals are provided here. One proposal is for a single-year agreement, the other for a two-year partnership. The advantage of the two-year partnership is that it eliminates the need to repeat the entire contract and proposal process from scratch each year, leaving the institution with more time to spend on recruitment and outreach. It also allows CAPA to lock in prices, reducing the risk of large increases and assists us in managing classroom and accommodation inventory. The savings realized by CAPA directly benefit your students. If you wish to add or remove program services in later years, we can easily do so, using the agreed-upon program fee as the base price.

NOTE: Program fees include all services, facilities and activities described in this proposal.

Single-Year Agreement	Partnership Agreement
<b>2007 Program Fees</b>	<b>2007 Program Fees ( 1.5% Reduction)</b>
25+ students with airfare \$6,499	25+ students with airfare \$6,402
25+ students without airfare \$5,587	25+ students without airfare \$5,503
	<b>2008 Program Fees ( 5.5% Increase)</b>
	25+ students with airfare \$6,754
	25+ students without airfare \$5,806

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

For Single Year Agreements only CAPA reserves the right to adjust program fees to reflect fluctuations in the value of the dollar in excess of 5%.

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

### Refundable Housing Deposit

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

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

## Florence Program Fall 2007

### Letter Agreement

Please mail to: CAPA, 50 Franklin St, 2<sup>nd</sup> Floor  
Boston, MA 02110

This letter will record an agreement between the Centers for Academic Programs Abroad (“CAPA”) and Riverside Community College (“Institution”).

1) CAPA agrees to provide the services described in the proposal with the same date that appears at the top of this page.

2) Institution selects (please initial to indicate your selection) a) Single-Year Proposal \_\_\_\_\_ or b) Two-Year Partnership Proposal \_\_\_\_\_

3) Individual Student Payment Plan with Airfare included: CAPA will invoice individual Student Participants directly for all fees as described in this “Letter Agreement” and Individual Student Application/Release forms. The Application/Release forms and full payment must be received at CAPA 90 days prior to departure. Forms received after this date will be subject to availability and applicable late fees. Individual cancellations will be processed according to the below listed Cancellation and Refund Policy.

4) Institution agrees to follow the guidelines and timelines described by CAPA recruitment staff and to make every effort to recruit students to participate in the program.

#### 5) Cancellation and Refund Policy:

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

6) Please indicate acceptance of this agreement by signing and returning two copies of this letter agreement and contract to CAPA.

7) No change to this agreement will have any validity unless it is recorded in a revised proposal and a new letter agreement executed by both parties.

8) All reservations and services are subject to availability. CAPA will confirm all services upon receipt this signed agreement and will inform the institution of any availability issues within two weeks of receipt. CAPA will return one fully executed copy for your records

Signature

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

CAPA  
Accounts Administrator

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

Signature

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

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

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: VI-A-3

Date: March 20, 2007

Subject: Agreement with Blackboard Inc.

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Blackboard Inc. to act as the application service provider (ASP) of Riverside Community College District's WebCT courses, to provide licensure to use WebCT software, and consulting services for custom programming so the new version of WebCT and Datatel transfer data in real time to distribute the District's online courses. The term of the agreement is for March 31, 2007 through March 30, 2008 with automatic yearly renewals, at a cost of \$118,200.00. Funding source: General Fund and Telecommunications and Technology Infrastructure Program Grant Fund.

The agreement has been reviewed by Ruth Adams, Director, Contracts, Compliance and Legal Services, and Sylvia Thomas, Associate Vice Chancellor of Instruction.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for March 31, 2007 through March 30, 2008, with automatic yearly renewals, for the amount of \$118,200.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Bob Bramucci  
District Dean, Open Campus



VOID IF EXECUTED AFTER MARCH 31, 2007  
RIVERSIDE COMMUNITY COLLEGE



**Blackboard**

**BLACKBOARD LICENSE AND SERVICES AGREEMENT  
COVER PAGE**

The attached documents describe the relationship between Blackboard and the Customer identified below. The documents attached to this cover page will consist of the **Master Terms, dated June 30, 2004 and Professional Services Agreement, dated June 29, 2004 between Blackboard Inc. and Foundation of the California Community Colleges**, which describe and set forth the general legal terms governing the relationship, and one (1) or more schedules and Statements of Work describing and setting forth detail about that relationship, depending upon the particulars of software and/or services Blackboard will provide to the Customer.

This License and Services Agreement includes this cover page, the attached pricing summary and the referenced Master Terms and Professional Services Agreement, and all Schedules and Statements of Work that are attached to such Master Terms and Professional Services Agreement and are separately executed by the Parties. This Agreement will become effective when the attached Schedule and Statements of Work are executed by authorized representatives of both Parties.

<b>CUSTOMER INFORMATION:</b>			
<b>Name/Company:</b> <u>Riverside Community College</u>	<b>Principal Contact Person:</b> <u>Bramucci, Bob</u>		
<b>Address:</b> 3805 Market Street Riverside, CA 92501	<b>Phone:</b> <u>951 2228094</u>		
	<b>Fax:</b> _____		
	<b>Billing Contact:</b> <u>Bramucci, Bob</u>		
	<b>Title:</b> <u>DIRECTOR</u>		
	<b>Address:</b> <u>3805 Market Street</u> <u>Riverside, CA 92501</u>		
	<b>Email Address:</b> <u>bob.bramucci@rcc.edu</u>		
<b>Initial Term of Agreement:</b> <u>12 months</u>	<b>Phone:</b> <u>951 2228094</u>		
	<b>Fax:</b> _____		

VOID IF EXECUTED AFTER MARCH 31, 2007  
 RIVERSIDE COMMUNITY COLLEGE

Riverside Community College Pricing Summary

ASP Hosting Product Description	Qty.	Units	Total Price
BLACKBOARD TEST ENVIRONMENT ASP SETUP	1	Each	\$1,000.00
<b>One Time Price Reduction on BLACKBOARD TEST ENVIRONMENT ASP SETUP</b>			<-\$1,000.00>
BLACKBOARD TEST ENVIRONMENT ASP SERVICE	1	YR	\$13,000.00
BLACKBOARD SSL ASP SERVICE	1	Each	\$500.00
BLACKBOARD CE PL ASP DEDICATED SETUP	1	Each	\$20,000.00
<b>One Time Price Reduction on BLACKBOARD CE PL ASP DEDICATED SETUP</b>			<-\$5,000.00>
BLACKBOARD CE PL ASP DEDICATED SVC	1	YR	\$59,900.00
<b>Professional Services</b>			
DATA INTGR ASP WCE	65	HRS	\$11,700.00
PROGRAM MANAGEMENT WCE	16	HRS	\$4,080.00
SCRIPTS SIS IMPORT WCE	1	Each	\$3,220.00
DATA INTGR ASP WCE	60	HRS	\$10,800.00
Designated Server Site (Physical Location of the Software): Hosted by Blackboard	Database Version:	Operating System:	Hardware Model:
CUSTOMER S FTE/UserBand: FTE 8,001 - 15K			

<b>Subtotal:</b>	<b>\$124,200.00</b>
<b>One Time Price Reduction on BLACKBOARD TEST ENVIRONMENT ASP SETUP:</b>	<b>&lt;-\$1,000.00&gt;</b>
<b>One Time Price Reduction on BLACKBOARD CE PL ASP DEDICATED SETUP</b>	<b>&lt;-\$5,000.00&gt;</b>
<b>Total:</b>	<b>\$118,200.00</b>

VOID IF EXECUTED AFTER MARCH 31, 2007  
RIVERSIDE COMMUNITY COLLEGE

#### BLACKBOARD ASP SCHEDULE

This Blackboard ASP Schedule ("ASP Schedule") is made as of the last date indicated below, by and between Blackboard and Riverside Community College ("Customer") and is an addendum to the Blackboard License And Services Agreement between Blackboard and Customer, which includes, without limitation, the Master Terms, dated June 30, 2004 between Blackboard Inc. and Foundation of the California Community Colleges ("FCCC") and other Schedules incorporated therein. Capitalized terms used in this Schedule that are not otherwise defined in this Schedule shall have the meaning set forth in the referenced Master Terms. In consideration of the foregoing promises, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

#### 1. ADDITIONAL DEFINITIONS

- 1.1 "Active User Capacity" means the number of Authorized End Users, at any particular time, permitted to be registered to access one (1) or more educational courses provided through the Hosted Software. As of the Schedule Effective Date (as defined below), the initial Active User Capacity will be equal to the number indicated in the Pricing Summary. Only in the case of shared hosting, this is defined as an account in the database whether or not User is enrolled anywhere.
- 1.2 "ASP Services" means the services provided by Blackboard pursuant to this ASP Schedule. The initial ASP Services are indicated in the Pricing Summary.
- 1.3 "Authorized End User" will have the meaning set forth in the Software Schedule, as defined below.
- 1.4 "Available Date" means, for purposes of this ASP Schedule, the date upon which Customer receives notice from Blackboard that the Hosted Software is available for access by Customer's Authorized End Users.
- 1.6 "Hosted Software" means the Software licensed to Customer pursuant to the Software Schedule for which Blackboard is to provide the ASP Services.
- 1.7 "Test Copy Hosted Software" means the Test Copy Software licensed to Customer pursuant to the Software Schedule which Blackboard is hosting. Test Copy Hosted Software is to be used solely for the purposes of testing the Software and is not to be used for production purposes and unless otherwise indicated in Exhibit A of the ASP Schedule is not covered by Service Level specifications described in Exhibit B.
- 1.8 "Schedule Effective Date" means the later of: (i) the date on which this ASP Schedule has been executed by authorized representatives of both Parties; and (ii) the Effective Date of the Agreement.
- 1.9 "Software Schedule" means the Software Schedule that has been executed by Blackboard and Customer for which Customer seeks to have Blackboard provide ASP Services, and that is in effect during the term of this ASP Schedule.
- 1.10 "Staging Environment" means that hosted additional test copy of the licensed Blackboard Software used for Customer to test new updates/upgrades to the Software. The staging environment may not be used for production purposes.
- 1.20 "Section" means the construct within the software where users are enrolled.

#### 2. BLACKBOARD RESPONSIBILITIES.

- 2.1 Provision of Access to Hosted Software. As soon as commercially practicable after the Schedule Effective Date, Blackboard will make access to the features and functions of the Hosted Software available to Customer's Authorized End Users. Blackboard will specify to Customer procedures according to which Customer and/or its Authorized End Users may establish and obtain such access.
- 2.2 Responsibility for Hosting. Blackboard shall install and operate the Hosted Software on computer servers and systems under its direct or indirect control. Blackboard will also install and store the Customer Content for purposes of access by the Hosted Software, provided that nothing in this ASP Schedule shall be construed to require Blackboard to provide for, or bear any responsibility with respect to, the design, development, operation or maintenance of any Web site owned or operated by Customer, or with respect to any telecommunications or computer network hardware required by Customer to provide access from the Internet to any such Customer Web site. Nothing in this ASP Schedule shall be construed to grant to Customer a license to access and/or use Blackboard's systems except for purposes of accessing and using the Hosted Software and except pursuant to the procedures and protocols specified by Blackboard pursuant to Section 2.1. Solely to the extent necessary to perform Blackboard's obligations pursuant to this ASP Schedule, Customer grants to Blackboard a royalty-free, non-exclusive, worldwide license to use, reproduce, transmit, distribute, perform, display, and, to the extent required by the Hosted Software, modify and create derivative works from the Customer Content. As between Customer and Blackboard, Customer retains ownership of the Customer Content. Blackboard shall maintain the confidentiality of all Customer Content that is stored on its servers in accordance with Section 4 of the Master Terms.
- 2.3 Availability and Operational Specifications. Blackboard will undertake commercially reasonable measures to ensure that, from and after the Available Date and for so long as this ASP Schedule remains in effect, the ASP Services provided pursuant to this ASP Schedule will: (i) be available and accessible as contemplated in this ASP Schedule twenty-four (24) hours per day, seven (7) days per week within the parameters set forth in Exhibit B; and (ii) conform in all material respects to the technical specifications and performance parameters set forth in Exhibit B. Exhibit B may be modified from time to time, upon notice to Customer. Notwithstanding the foregoing, Blackboard will have no liability under this Section 2.3 to the extent any nonconformity with the standards set forth in Exhibit B arises, in whole or in part, from: (i) any use of the Hosted Software by Customer or any Authorized End User other than in accordance with the terms and conditions set forth in this Agreement; (ii) any failure by Customer or any Authorized End User to comply with any procedures, technical standards and/or protocols specified by Blackboard pursuant to Section 2.1 of this ASP Schedule; or (iii) any causes beyond the control of Blackboard or which are not reasonably foreseeable to Blackboard, including but not limited to, interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failures. It is agreed and acknowledged that the service credits referred to in Exhibit B shall be Customer's sole remedy, and Blackboard's sole obligation, with respect to failures of the ASP Services to meet the technical specifications and performance parameters set forth in Exhibit B. Blackboard does not warrant or guarantee the ASP Services except as expressly stated in this ASP Schedule.
- 2.4 Data Restoration Policy. Blackboard will back-up and archive Customer Content up to four (4) times per year at a secure location for the retention period(s) specified in Exhibit B. In the event that Customer requests recovery of any lost or damaged Customer Content, Blackboard will exercise reasonable efforts to restore the relevant data from the most recently archived copies (or such earlier copies as requested by Customer), provided that such data is, at the relevant time, still available pursuant to the applicable retention policy and Customer has provided to Blackboard all information necessary to enable Blackboard to perform such services. Except with respect to restoration of data that are lost or damaged as a result of Blackboard's error or a failure of the ASP Services, Customer agrees to pay Blackboard its then-standard applicable rates for such restoration services.
- 2.5 Data Archiving and Cleanup Policy. Blackboard will undertake commercially reasonable efforts to accommodate Customer's request for data archiving and cleanup. These tasks regularly require expert knowledge of Blackboard application and database structure and command-line access to Customer's Blackboard servers under Blackboard's control. Common types of data archiving and cleanup tasks that require database/application engineering expertise and command-line access to servers include (but are not limited to) the following: batch copying of courses for a new semester; batch export, import, and archive of courses; batch removal of courses; batch disabling or deleting of users; exporting usernames / courses from a database query. Blackboard reserves the right to charge then current rates for data archiving and cleanup related tasks. If Customer requires Blackboard to batch archive data on to a hard-drive and ship to Customer, Blackboard will charge for this service on a time and materials basis.
- 2.6 Additional Storage and Bandwidth Policy. As a normal operating procedure Blackboard does not cap storage and bandwidth. Blackboard will, no less than quarterly, monitor Customer's storage and bandwidth usage. In the event Customer has exceeded Initial Storage and/or Initial Bandwidth in a sustained period of sixty (60) days or more, Blackboard will provide a report to Customer concerning the current storage and bandwidth usage. In the event Customer has not purchased additional storage and/or bandwidth within thirty (30) days of receiving the report, Blackboard reserves the right to charge Customer additional fees at then-standard applicable rates.
- 2.7 Migration Policy. In the event Customer requests an Update/Upgrade of the Hosted Software, Blackboard and Customer shall engage in commercially reasonable migration planning. In the event that the migration planning requires an expanded or new hardware environment not covered by the then-current Hosted Software environment (defined here as "Migration"), Customer shall pay a Migration Set Up fee as mutually negotiated. Blackboard will be obligated to perform no more than one successful test migration per a six (6)-month period. If Customer requires more than one Migration test or more than one Migration within a six-month

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period, it must execute a copy of Blackboard's Professional Services Agreement for the services.

**2.8 Additional ASP Services.** In the event that Customer desires to receive ASP Services in addition to the particular services specified in the Pricing Summary, including, by way of example, incremental storage capacity and/or additional bandwidth capacity and/or higher Active User Capacity, Customer may submit a written and executed purchase order requesting such additional ASP Services. Subject to Customer's payment of all applicable fees required by Section 4, and further subject to all applicable provisions of this Agreement, including, without limitation, the Master Terms and this ASP Schedule, Blackboard agrees to make such additional ASP Services available to Customer for so long as this ASP Schedule remains in effect after acceptance of such purchase order. For the avoidance of doubt, no such purchase order shall be binding upon Blackboard unless and until Blackboard accepts such purchase order in writing and further provided that Blackboard will have no liability to Customer with respect to any purchase orders that are not accepted or for any terms contained in the purchase order other than the type of service and the payment amount.

**2.9 IP Addresses.** Any IP addresses assigned or allocated to Customer by Blackboard shall remain, at all times, the property of Blackboard and shall be nontransferable and Customer shall have no right to use such IP addresses upon termination of this Agreement. Any change requested by Customer to the Blackboard allocated addresses must be agreed to by the Parties. Customer understands that the IP Services provided under this Agreement (including Internet use) may require registrations and related administrative reports that are public in nature.

**3. CUSTOMER RESPONSIBILITIES.**

**3.1 General Usage Limitations.** Customer acknowledges that use and operation of the Hosted Software by Customer and/or any Authorized End User is subject to the terms of the Software Schedule. Notwithstanding the Software Schedule, for so long as this ASP Schedule remains in effect, Customer may not install, host or operate the Hosted Software, nor may Customer or its Authorized End Users otherwise use the Hosted Software, except as hosted and made available by Blackboard under this Agreement. In the event that Customer has installed the Hosted Software upon any computer server(s) prior to the Schedule Effective Date (as defined below), Customer agrees promptly to remove the Hosted Software from such computer server(s). Customer agrees that it may not cause or permit any third parties to access the Hosted Software other than Authorized End Users, nor may Authorized End Users in excess of the then-current Active User Capacity access and use the Hosted Software at any time, provided that the Active User Capacity may be modified in accordance with Section 2.6. Customer shall refrain from, and shall ensure that Authorized End Users refrain from, using the ASP Services in a manner that is libelous, defamatory, obscene, infringing or illegal, or otherwise abusing the ASP Services or the resources available through the ASP Services. Customer warrants that its Authorized End Users will comply with the provisions of this ASP Schedule in all respects.

**3.2 Customer Content.** Customer represents and warrants that: (i) Customer owns or has sufficient rights in and to the Customer Content, including, without limitation, personal, educational and financial information contained within the Customer Content, in order to use, and permit use of, the Customer Content as contemplated in this ASP Schedule and to grant the license granted in Section 2.2; and (ii) the Customer Content does not and shall not contain any content, materials, advertising or services that infringe on or violate any applicable law, regulation or right of a third party. Customer also acknowledges that Customer Content may be stored on servers or accessed by Blackboard's support or ASP personnel, and hereby authorizes such access and storage. Blackboard only provides access to the Hosted Software; Blackboard does not operate or control the information, services, opinions or other content of the Internet. Blackboard does not monitor and shall have no liability or responsibility whatsoever for the Customer Content of any transmissions or communications transmitted or otherwise disseminated via the Hosted Software. Customer agrees that it shall make no claim whatsoever against Blackboard relating to the Customer Content or content of the Internet or respecting any information, product, service or software ordered through or provided via the Internet, and Customer shall indemnify and hold Blackboard harmless from any and all claims (including claims by governmental entities seeking to impose penal sanctions) related, directly or indirectly, to such Customer Content.

**4. FEES**

**4.1** In consideration for provision of the ASP Services, Customer shall, during the Initial Term (as defined below) pay to Blackboard: (i) an annual fee in an amount set forth in the Pricing Summary with respect to the particular ASP Services provided under this ASP Schedule, which fees shall be due and payable upon Agreement execution; as well as (ii) any other fees otherwise required by this ASP Schedule (for additional services, additional bandwidth, or additional users). In the event that Customer requests additional ASP Services as contemplated in Section 2.8, applicable fees shall be due and payable from and after the month during which such additional services are first made available. All fees payable under this ASP Schedule shall be non-cancelable and non-refundable.

**4.2** If Customer elects to pay ASP fees monthly, then Blackboard shall charge Customer an additional 5% on the total ASP fees. Blackboard reserves the right to temporarily suspend the ASP Services if Customer's account becomes more than sixty (60) days past due. The act of suspending ASP Services does not, in itself, constitute a termination or suspension of this Agreement nor does such suspension of Service alleviate Customer's obligation to pay past, current, or future charges incurred hereunder. Once Customer pays in full the past due fees, Blackboard may resume services.

**4.3** With respect to each Renewal Term (as defined below), if any, Customer shall pay to Blackboard the then-current fees for such ASP Services upon commencement of the Renewal Term. Except as provided above, each party will be responsible for its own expenses incurred in rendering performance under this ASP Schedule, including, without limitation, the cost of facilities, work space, computers and computer time, development tools and platforms, utilities management, personnel and supplies. Except as otherwise required by this paragraph, all amounts payable under this ASP Schedule shall be subject to applicable provisions of the Master Terms.

**5. TERM**

This ASP Schedule shall become effective on the Schedule Effective Date, and shall continue in effect for a period of one (1) year (the "Initial Term"), unless earlier terminated or otherwise specified in Exhibit A. Thereafter, the ASP Schedule will renew automatically upon the Renewal Date (as defined below) for successive one (1)-year periods (each, a "Renewal Term") and will be valid as long as the Customer retains its applicable Blackboard Software License(s) for ASP Services, unless either Party provides notice of its desire not to renew more than thirty (30) days prior to the end of the Initial Term or then-current Renewal Term, as applicable. Upon termination of this ASP Schedule, all licenses granted under this ASP Schedule shall immediately cease, and Customer will: (i) immediately discontinue access to and/or use of the Hosted Software under this ASP Schedule; (ii) pay to Blackboard all amounts due and payable under this ASP Schedule; and (iii) return all Documentation and related training materials to Blackboard within a reasonable time at Customer's cost.

IN WITNESS WHEREOF, the parties hereto have executed this Schedule as of the date hereof.

BLACKBOARD

RIVERSIDE COMMUNITY COLLEGE

\_\_\_\_\_  
Signature  
TESS FRAZIER-VICE PRESIDENT  
\_\_\_\_\_  
Print Name and Title  
  
\_\_\_\_\_  
Date:

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name and Title  
  
\_\_\_\_\_  
Date:

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**EXHIBIT A  
ASP SPECIFICATIONS**

**Dedicated Hosting:**

The following bullets are for any of the following licenses that are being hosted on **dedicated hosting** for CE 6.X and above as well as any Vista version (we will need to use different text if we ever close any additional CE 4 hosting):

**Blackboard Learning System™ - CE Enterprise License (Stated in Amendment Seven to the Blackboard Inc. and FCCC's Master Terms and its applicable Schedules, Exhibits, and Pricing Summary)**

- Set Up Fee includes service for each installation of the Software or update/upgrade requiring a revised or new hardware and/or software configuration.
- Initial Term Annual Fee includes service for up to 8,000 Users\* (Higher Ed)/5,000 Users\* (k-12) and 200 Gb of storage and 512 kbps of bandwidth measured using the 95th percentile calculation (as defined below) delivered via 100 mbps Internet uplink and Managed Firewall Service
- Each additional 10 GB of storage and each additional 1 mbps of connectivity are separately charged
- Additional Service units for 7,500 additional Users\* (higher ed)/5,000 additional Users (k-12), additional 512 bandwidth and 100 GB additional storage are separately charged

\*A user is defined as an account enrolled in an active/enabled course

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EXHIBIT B  
ASP SERVICES SPECIFICATIONS- As of the Available Date

NOTE: CUSTOMER ACKNOWLEDGES THAT NOTHING IN THIS EXHIBIT B CREATES ANY ADDITIONAL WARRANTIES OR GUARANTEES, OTHER THAN AS SET FORTH IN THE ASP SCHEDULE, THE SOFTWARE SCHEDULE AND/OR THE MASTER TERMS, AS APPLICABLE.

**SERVICE LEVEL**

**Security:**

- Single point of entry to co-location is guarded 24 hours a day with access controlled by an access database and video surveillance
- Monitoring of the co-location area and only those persons authorized by Blackboard's access list are allowed past a central point.
- Surveillance cameras located throughout the facility capture activity to help ensure no unauthorized entry to protected areas.

**Power:**

- State-of-the-art generators clean and condition commercial electrical power to remove irregularities in the signal. Power is run through the generators before being passed into the facility.
- In the event of a loss of power from the grid, power backups are utilized in the following order: commercial utility underground conduits, two-hour battery backup (industry standard only 15 minutes), diesel generator with full-load capability and 18 hr. fuel supply.

**Network:**

- Redundant Internet connections through dual Tier-1 Internet Service Providers

**Startup:**

Blackboard is responsible for the setup and configuration of the necessary hardware, software and all components of the dedicated server. This includes but not limited to, the server hardware and software, telecommunications hardware and software, security software and other software that is reasonably necessary to operate and maintain the Hosted Software.

**Initial Access Date:**

The Hosted Software is typically accessible from the hosting site within 7 business days after execution of the ASP Schedule, provided that the Master Terms and the relevant Software Schedule have been executed, and provided that Customer has provided to Blackboard a URL and any other information required by Blackboard. Blackboard shall provide Customer with procedures for access; the procedures may include, without limitation, provision of any access codes, passwords, technical specifications, connectivity standards or protocols, or any other relevant procedures, to the limited extent any of the foregoing may be necessary to enable Customer to permit its Authorized End Users to access and use the Hosted Software as contemplated in this ASP Schedule.

**Availability/Service Credit:**

The Hosted Software is accessible 24/7, with a 99.7% targeted uptime. 99.7% uptime means that for 99.7% of the time during any calendar month, the ASP Services shall be available. Unavailability is a condition in which there is unavailability of the Hosted Software due to hardware failure OR sustained packet loss in excess of fifty percent within the Blackboard hosting facilities for at least fifteen consecutive minutes due to a failure of Blackboard to provide ASP Services during such period; unavailability does not include packet loss or network unavailability due to scheduled maintenance, or inability of a user to connect with the ASP Services due to Internet or telecommunications problems outside the control of Blackboard. In order to receive any service credit, Customer must notify Blackboard within seven (7) days from the time Customer becomes eligible to receive a service credit. Failure to comply with this requirement will forfeit Customer's right to receive a service credit. The aggregate maximum number of service credits to be issued by Blackboard to Customer for any and all downtime periods and performance problems during any given calendar month shall not exceed one month of service. Service credits are issued as follows:

<u>Length of Unavailability</u>	<u>Service Credit</u>
1 to 4 hours of continuous unavailability below 99.7%	1 day of service fees credited (i.e., 1/30 monthly fees)
4 to 48 hours of continuous unavailability below 99.7%	2 days of services fees credited (i.e., 1/15* monthly fees)
48 to 96 hours of continuous unavailability below 99.7%	5 days of service fees credited (i.e., 1/6 " monthly fees)

\*Each block of 96 hours of continuous unavailability thereafter shall be credited 5 days of service fees.

\*\*All Service Credit shall be applied to the next period's ASP fees.

**Backup and Disaster Recovery:**

Blackboard provides comprehensive redundant backups which are stored online and at a separate facility. Blackboard retains backup data for one month. In the event of a disaster, Blackboard will use reasonable efforts to restore service. Blackboard will not attempt to restore service if such attempt shall put Blackboard, its employees or its agents at risk for injury.

**Outages**

If a system outage occurs, Blackboard will notify Customer's designated technical contact via email. This notice will include the reason for the system outage and estimated time for restoration of ASP Services if Blackboard knows this information when it gives this notice.

Following recovery from any particular system outage, Blackboard will provide Customer with a post-incident summary that will include:

- cause of the system outage (if determined);
- method used to correct the problem; and
- measures Blackboard will take to prevent similar system outages in the future (if any).

Upon receipt of notification of a problem with the Blackboard system or the ASP Services, Blackboard will investigate the problem and determine if a system outage exists. If a system outage exists, Blackboard will provide Customer with a time estimate for resolution of the problem, if known at that time. Blackboard will promptly commence remedial activities and use commercially reasonable efforts to resolve the system outage within the time estimate provided to Customer.

**MONITORING AND PERFORMANCE**

Blackboard will make network performance reports available focusing on the technical aspect of remote access network services. The reports provide information to help in the continual improvement of the design and operation of the network. This includes information such as port availability, connection quality, usage profiles, and throughput. Upon request by Customer, Blackboard will provide Customer with monthly reports including information on ASP Services usage, system outages and changes made to the Blackboard system during that month. Upon request Blackboard will provide the Customer with the following report:

Specific System Outage Details:  
Time of outage  
Length of outage

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Affected areas  
Reason for outage  
Customer contact notified (if any)  
Remedy to prevent outage reoccurrence (if any)

Customer acknowledges and agrees that any of the foregoing reports shall constitute Blackboard's Confidential Information for purposes of this Agreement.

**Ongoing:**

The hardware, software and network are monitored and maintained by Blackboard and will be accessible twenty-four (24) hours a day, seven (7) days a week, in accordance with industry standards, except for scheduled maintenance and required repairs, in advance of which the Customer shall be notified by email.

- Blackboard maintains responsibility for all day-to-day server maintenance. Server maintenance may include, but is not limited to, hardware upgrades, OS upgrades, patch installations, database administration, server user administration and performance tuning.
- Blackboard maintains a software monitoring system to provide real-time information about the ASP environment to the Blackboard Network Operations Center (NOC), to assist Blackboard system administrators proactively monitoring the ASP environment.
- Blackboard maintains the functioning of all hardware components for which it is responsible under this Exhibit and will replace any failed components. Hardware replacement will begin immediately upon identification of the hardware failure and if cannot be completed with a reasonable amount of time, the access to the Hosted Software will be redirected to a temporary server to reduce downtime.
- Blackboard implements a backup strategy of performing daily incremental and weekly full backups with a retention period of 1 month. Standard tape rotation is performed on a weekly basis with secure offsite storage.
- Blackboard collects bandwidth usage and web hit statistics on all Customer -hosted machines. This information will be provided upon request.

**DATA CENTER SPECIFICATIONS**

Blackboard houses servers in a facility that offers environment control, security, and backup power, as more specifically described below:

**Environment:**

- The data center is designed to maintain a constant temperature of 68°F, plus or minus 2°F, with humidity of 45%.

**Server Setup:**

The servers are set up to maintain fail back, redundant connectivity, comprehensive backups, 24x7 monitoring, and 99.7% uptime.

**CUSTOMER RESPONSIBILITIES.** Blackboard is not responsible for management and actual use of the features and function of the Hosted Software. Customer bears all responsibility for such management and actual use, including, without limitation:

- The Customer has full access to the Administrator Menu and is responsible for the following:
  - Creating/Removing Users including Students, Teachers, System Administrators, etc.
  - Modifying all User Information
  - Creating/Removing all Course Web Sites
  - Building and Managing all Course Web Sites
  - Customization to the Site
  - System Usage Tracking Reports
  - Deciding which product features will be available or unavailable, how much functionality instructors will be allowed, etc.
  - Choosing Icon Themes
- All changes to the Blackboard-named URL. All Blackboard Customers are assigned a URL that reads <http://institutionname.blackboard.com>. The institution is allowed to pick the "institutionname". However, any re-directs to other URLs are the responsibility of the Customer and not Blackboard. For example, if the Customer chooses the URL <http://institutionname.org>, the institution is responsible for the redirect to the <http://institutionname.blackboard.com> site using a CNAME record. Any IP addresses are allocated by Blackboard to Customer are in accordance with the American Registry for Internet Numbers (ARIN) guidelines for Internet Numbers and applicable agencies.



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EXHIBIT 1 TO  
 BLACKBOARD PROFESSIONAL SERVICES AGREEMENT  
STATEMENT OF WORK

This Work Statement is a preliminary expectation of both Blackboard and Riverside Community College ("Customer ") of the services that may need to be performed. As such it may be modified by a writing approved by the designated project managers of each Blackboard and Customer . The work described below is intended to be performed on a time and materials basis.

This Statement of Work (SOW) is an attachment to the Professional Services Agreement (PSA), dated June 29, 2004 between Blackboard and the Foundation of California Community Colleges ("FCCC") between Blackboard and Customer which is hereby referenced and incorporated into this SOW and will legally control the delivery of services.

**Our Understanding of the Project**

Customer is currently in the process of implementing Blackboard Learning System – CE Enterprise License - Campus Edition 6 (the "Target Application") into its present business systems. Customer has requested that Blackboard provide Customer with consultants (each a "Consultant") to perform certain services in connection with such implementation as set forth in the section of this Statement of Work entitled "Scope of Consulting Services" below (the "Project").

**Scope of Consulting Services**

Blackboard will provide Customer with approximately two (2) Consultants, at Customer 's Riverside Community College facilities, or such other designated facilities as the parties may agree upon in writing (the "Site"), to perform services for the agreed upon eLearning functionality based upon the Target Application as more particularly described below (the "Consulting Services").

<b>SIS Integration Design Service</b>	<p><b>Blackboard SIS Integration Design Service</b>                  Up to 68 hours for the design of an SIS integration based on the specific business requirements and technical environment of the Customer .                  Activities may include but not limited to:</p> <ul style="list-style-type: none"> <li>• Review of the Best Practices for An Integrated Environment</li> <li>• Review of a learning hierarchy and roles as they relate to the SIS integration</li> <li>• Review of SIS data elements (and other necessary data sources) to Blackboard Data elements including defined formats such as people, enrollment, course/sections/groups</li> <li>• Review of transaction types such as enroll, unenroll, deny access and cross-listing</li> <li>• Understand of the IMS API and how to manage the processing of importing accounts, learning context, and enrollments</li> <li>• Discussion of how to approach and administer automated batch procedures</li> <li>• Discussion of mid-term and final grade extraction (full design of this will require additional hours)</li> </ul>
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<b>SIS Integration Development Service</b>	<p><b>Blackboard SIS Integration Development</b>                  Up to 73 hours for development of an SIS integration based on the specific business requirements and technical environment of the Customer .                  Activities may include but not limited to:</p> <ol style="list-style-type: none"> <li>1. Development and delivery of customized code which imports data provided by the SIS system to Blackboard via the System Integration API or Translation Adapter Framework</li> <li>2. Development and delivery of code to automate batch processing of the above (optional)</li> <li>3. Development and delivery of code to notify administrators of import status via logging (optional)</li> </ol>
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**Effort and Schedule**

Blackboard will provide coordination of the delivery of the Consulting Services to assist Customer 's project manager throughout the Project. Blackboard may assist Customer with additional time and effort for support beyond those tasks identified in the Scope of Consulting Services section above, but those activities and their associated costs are not included in this Statement of Work.

All Consulting Services shall be performed on mutually agreeable dates. Blackboard shall have the sole right to assign the Consultants for the Consulting Services; however, Blackboard shall use all reasonable efforts to accommodate Customer 's requests for specific Consultants, subject to Blackboard staff availability. Upon agreement by Customer and Blackboard project managers of dates for delivery of Consulting Services, an email confirmation will be provided, and the Consulting Services shall be deemed scheduled



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#### Project Assumptions

Customer realizes that its participation is critical for the success of the Project. The following assumptions are based on information provided by Customer to Blackboard relating to the Project and Customer 's current business systems as of the date of this Statement of Work.

*The following Project assumptions have been used to develop Blackboard's current level of effort and cost:*

1. This Statement of Work is based upon Blackboard's understanding of the Project. If any scope/level-of-effort changes are discovered, the estimate for the timeline and the resources and fees required to complete the Project will be communicated both verbally and in writing to Customer 's management. Changes in the scope/level-of-effort shall be agreed to by the parties via amendment to this Statement of Work.
2. Prior to the commencement of the Project, Customer will designate and identify to Blackboard one (1) executive-level person within its organization ("Executive Sponsor") who has been given the power and authority to make final decisions and resolve internal disputes with regard to the Project and Customer 's functional/business requirements.
3. The Project is limited to the tasks set forth in the Scope of Consulting Services section of this Statement of Work.
4. Customer will provide suitable workspace for the Consultants working at the Customer 's facility including adequate environmental controls, lighting, telephones and network access including access to the World Wide Web via the internet.
5. Customer will make available to the Consultants and provide the Consultants with reasonable access to Customer 's facilities during Customer 's ordinary business hours as necessary to perform the Consulting Services.
6. Customer will be responsible for managing the Project.
7. Customer 's Executive Sponsor and business sponsors will make all reasonable efforts to be available during normal business hours throughout the Project.
8. Customer 's network will be installed and running in accordance with Blackboard specifications, such specifications to be provided by Blackboard to Customer before the start of the Project.
9. Customer will be responsible for obtaining all licenses needed for the Consultants to perform the Consulting Services.
10. Development, test, production, and training environments will be created and managed by Customer , including wide area networks, local area networks, networks servers, operating systems and relational database management systems.
11. Post-implementation support will be the responsibility of Customer .
12. Customer will provide required computer server equipment and administrative support for housing the Blackboard server and the database server per Blackboard specifications. These servers will be accessible over a network provided and administered by Customer .
13. Customer and Blackboard will cooperate in all reasonable respects and agree to work together in good faith as described herein towards completing the deliverables.
14. Unexpected and unknown items such as data integration issues and data quality issues may result in changes to the Project plan and Project timelines.

#### Staffing & Fees

Consultant	Hourly Rate (US\$)	Estimated Effort (Hours/Days)	Estimated Subtotal (US\$)
Technical Consultant	\$180.00	125 hours	\$22,500.00
Project Manager	\$255.00	16 hours	\$4080.00
<b>Estimated Consultant Fees for Project: US\$26,580.00</b>			

All Consulting Services related to this Project, as outlined in this Statement of Work, shall be performed on a time and materials basis for approximately twenty six thousand five hundred eighty dollars (US\$26,580.00), plus travel, meals and lodging expenses. Services are estimated and billed on an hourly basis, based upon an eight (8) hour workday per Consultant, forty (40) hour work week per Consultant. The applicable billing rate for the Consultants shall be at the rates set forth in the table above. All overtime shall be billed at the same hourly rate per Consultant as regular time for such Consultant.

All reasonable travel, meals and lodging expenses shall be billable at cost and all such expenses shall be borne solely by Customer . All fees and expenses shall be billed on a monthly basis as they are incurred and such bills shall be due and payable within thirty (30) days following the date of invoice.

All pricing and discounts are valid through August 31, 2007 for the Consulting Services performed hereunder provided that this Statement of Work is executed on or before March 30, 2007. Except as otherwise stated in this Statement of Work with regard to the Consulting Services performed hereunder, Blackboard reserves the right to change the services it offers to its Customer s generally and the related rates at any time.

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work as of the date first written above.

BLACKBOARD

RIVERSIDE COMMUNITY COLLEGE

\_\_\_\_\_  
Signature  
TESS FRAZIER- SENIOR DIRECTOR

\_\_\_\_\_  
Signature

VOID IF EXECUTED AFTER MARCH 31, 2007  
RIVERSIDE COMMUNITY COLLEGE

\_\_\_\_\_  
Print Name and Title  
\_\_\_\_\_  
Date:

\_\_\_\_\_  
Print Name and Title  
\_\_\_\_\_  
Date:

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RIVERSIDE COMMUNITY COLLEGE

EXHIBIT 2 TO  
BLACKBOARD PROFESSIONAL SERVICES AGREEMENT

STATEMENT OF WORK

This Work Statement is a preliminary expectation of both Blackboard and Riverside Community College ("Customer ") of the services that may need to be performed. As such it may be modified by a writing approved by the designated project managers of each Blackboard and Customer . The work described below is intended to be performed on a time and materials basis.

This Statement of Work (SOW) is an attachment to the **Professional Services Agreement (PSA), dated June 29, 2004 between Blackboard and the Foundation of California Community Colleges ("FCCC")** between Blackboard and Customer which is hereby referenced and incorporated into this SOW and will legally control the delivery of services.

**Our Understanding of the Project**

Customer is currently in the process of implementing Blackboard Learning System – CE Enterprise License - Campus Edition 6 (the "Target Application") into its present business systems. Customer has requested that Blackboard provide Customer with consultants (each a "Consultant") to perform certain services in connection with such implementation as set forth in the section of this Statement of Work entitled "Scope of Consulting Services" below (the "Project").

**Scope of Consulting Services**

Blackboard will provide Customer with approximately one (1) Consultants, remote the Customer 's location, or such other designated facilities as the parties may agree upon in writing (the "Site"), to perform services for the agreed upon eLearning functionality based upon the Target Application as more particularly described below (the "Consulting Services").

- SIS Hosting Scripts – The SIS scripts as used by Blackboard Hosting Services and the documentation that describes how these scripts operate.

**Effort and Schedule**

Blackboard will provide coordination of the delivery of the Consulting Services to assist Customer 's project manager throughout the Project. Blackboard may assist Customer with additional time and effort for support beyond those tasks identified in the Scope of Consulting Services section above, but those activities and their associated costs are not included in this Statement of Work.

All Consulting Services shall be performed on mutually agreeable dates. Blackboard shall have the sole right to assign the Consultants for the Consulting Services; however, Blackboard shall use all reasonable efforts to accommodate Customer 's requests for specific Consultants, subject to Blackboard staff availability. Upon agreement by Customer and Blackboard project managers of dates for delivery of Consulting Services, an email confirmation will be provided, and the Consulting Services shall be deemed scheduled. All Consulting Services outlined above must be completed no later than three (3) months following execution of this Statement of Work. If Customer elects not to receive such Consulting Services during the time frame specified herein, all prepaid fees set forth above shall be non-refundable and Blackboard shall thereafter have no obligation to provide the Consulting Services.

**Project Assumptions**

Customer realizes that its participation is critical for the success of the Project. The following assumptions are based on information provided by Customer to Blackboard relating to the Project and Customer 's current business systems as of the date of this Statement of Work.

*The following Project assumptions have been used to develop Blackboard's current level of effort and cost:*

15. This Statement of Work is based upon Blackboard's understanding of the Project. If any scope/level-of-effort changes are discovered, the estimate for the timeline and the resources and fees required to complete the Project will be communicated both verbally and in writing to Customer 's management. Changes in the scope/level-of-effort shall be agreed to by the parties via amendment to this Statement of Work.
16. Prior to the commencement of the Project, Customer will designate and identify to Blackboard one (1) executive-level person within its organization ("Executive Sponsor") who has been given the power and authority to make final decisions and resolve internal disputes with regard to the Project and Customer 's functional/business requirements. The Project is limited to the tasks set forth in the Scope of Consulting Services section of this Statement of Work.
17. Customer will provide suitable workspace for the Consultants working at the Customer 's facility including adequate environmental controls, lighting, telephones and network access including access to the World Wide Web via the internet.
18. Customer will make available to the Consultants and provide the Consultants with reasonable access to Customer 's facilities during Customer 's ordinary business hours as necessary to perform the Consulting Services.
19. Customer will be responsible for managing the Project.
20. Customer 's Executive Sponsor and business sponsors will use all reasonable efforts to be available during normal business hours when needed throughout the Project.
21. Customer 's network will be installed and running in accordance with Blackboard specifications, such specifications to be provided by Blackboard to Customer before the start of the Project.
22. Customer will be responsible for obtaining all licenses needed for the Consultants to perform the Consulting Services.

VOID IF EXECUTED AFTER MARCH 30, 2007  
RIVERSIDE COMMUNITY COLLEGE

23. Development, test, production, and training environments will be created and managed by Customer , including wide area networks, local area networks, networks servers, operating systems and relational database management systems.
24. Post-implementation support will be the responsibility of Customer .
25. Customer will provide required computer server equipment and administrative support for housing the Blackboard server and the database server per Blackboard specifications. These servers will be accessible over a network provided and administered by Customer .
26. Customer and Blackboard will cooperate in all reasonable respects and agree to work together in good faith as described herein towards completing the deliverables.
27. Unexpected and unknown items such as data integration issues and data quality issues may result in changes to the Project plan and Project timelines.

#### Staffing & Fees

All Consulting Services related to this Project, as outlined in this Statement of Work, shall be performed on a firm fixed fee basis for three thousand two hundred twenty dollars (US\$3,220.00) ("Fixed Price Fee"), plus travel, meals and lodging expenses. The pricing set forth herein is valid only if the statement of work is executed by the parties on or before March 15, 2007. The Fixed Price Fee may only be increased by mutual agreement through an amendment to this Statement of Work.

All reasonable travel, meals and lodging expenses shall be billable at cost and all such expenses shall be borne solely by Customer . All fees and expenses shall be billed on a per-deliverable basis, upon delivery of each individual component of the deliverables, as set forth herein and such bills shall be due and payable within thirty (30) days following the date of invoice. Except as otherwise stated in this Statement of Work with regard to the Consulting Services performed hereunder, Blackboard reserves the right to change the services it offers to its Customer s generally and the related rates at any time.

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work as of the date first written above.

BLACKBOARD

RIVERSIDE COMMUNITY COLLEGE

\_\_\_\_\_  
Signature  
TESS FRAZIER- SENIOR DIRECTOR  
\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name and Title

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

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: VI-A-4

Date: March 20, 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 college 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. BAN-51 – Principles of Banking 3 units  
Prerequisite: None.  
A study of the diversified services offered by the banking industry. This course explores and analyzes the banking industry and the functions of commercial banks, with particular attention to the deposit, payment, and credit functions as well as fund management and specialized products and services. 54 hours lecture.
  
2. BAN-52 – Consumer Lending 3 units  
Prerequisite: None.  
A study of the consumer lending process, its importance to banks and consumers, and the environment in which it functions. Students will explore closed-end loans, indirect loans, related credit products, and open-end credit products, and analyze the consumer lending process from loan application, credit investigation, lender decision-making, loan pricing and policy, collection and recovery. 54 hours lecture.
  
3. BIO-17 – Human Biology 4 units  
Prerequisite: None.  
A non-major introductory course in biology, which offers an integrated study of the basic principles of biology as revealed in the human body. Emphasis is placed on cellular and system organization in relation to specific function and common disorders affecting the body; the interaction between the human body and its environment. Controversial, thought-provoking topics related to modern biology and medical advances involving genetic engineering will be included. This course is intended to fulfill a transferable general science requirement. 54 hours lecture and 54 hours laboratory.
  
4. BUS-61 – Introduction to Insurance 1 unit  
Prerequisite: None.  
Basic introduction to the modern insurance system, how insurance products and services are distributed to the consumer, how insurance company departments function, how reinsurance is used, civil laws or tort and contracts, commercial and personal ISO insurance contracts, and the risk management process. 18 hours lecture.
  
5. BUS-62 – Personal Insurance Principles 3 units  
Prerequisite: None.  
Basic introduction to insurance products and coverage including automobile insurance; homeowners insurance; other residential insurance, such as fire and earthquake insurance; marine insurance; other personal property and liability insurance; financial planning; life insurance; and health insurance. 54 hours lecture.
  
6. BUS-63 – Principles of Property and Liability Insurance 3 units  
Prerequisite: None.

Introduction to Property and Liability Insurance including types of property and liability insurers, how it is regulated, measurement of financial performance, marketing, underwriting, claims loss exposure, and risk management. 54 hours lecture.

7. BUS-64 – Commercial Insurance Principles 3 units  
Prerequisite: None.  
Basic introduction to Commercial Insurance including commercial property insurance, business income insurance, commercial crime insurance, equipment breakdown insurance, inland and ocean marine insurance, commercial general liability insurance, commercial automobile insurance, business owner's policies and farm insurance, worker's compensation and employer's liability insurance. 54 hours lecture.
8. BUS-65 – Insurance Code and Ethics 1 unit  
Prerequisite: None.  
Ethical considerations one must support in order to succeed in the insurance industry. The course presents ethical issues with which employees working in insurance offices will be involved. 18 hours lecture.
9. BUS-66 – Insurance Internship 1 unit  
Prerequisite: None.  
This one-unit internship will be carried out in a local insurance company and will follow the guidelines of the college. Students enrolled in this occupational internship course must be employed in the insurance industry. Students will earn credit for this course by completing 75 hours of paid work or 60 hours of volunteer work. No more than 20 hours per week may be applied toward the work requirement.
10. CHE-1AH – Honors General Chemistry, I 5 units  
Prerequisite: CHE-2A or 3, and MAT-35.  
Limitation on enrollment: Enrollment in the honors program.  
The student will explore simple chemical systems, their properties and how they can be investigated and understood in terms of stoichiometry, gas laws, elementary thermodynamics, atomic structure and bonding. Laboratory techniques in the investigation of chemical systems. The honors course offers an enriched experience for accelerated students through limited class size; seminar format; focus on primary texts; and application of higher level critical thinking skills. A thematic approach developing a chemical concept in detail will be used rather than a topic based approach. Laboratory will involve completion of directed research projects with submission of standard operating procedures (SOPs) or papers in appropriate scientific format. Students may not receive credit for both CHE-1A and CHE-1AH. 54 hours lecture and 108 hours laboratory.
11. CHE-1BH – Honors General Chemistry, II 5 units  
Prerequisite: CHE-1A.  
Limitation on enrollment: Enrollment in the honors program.

Continued exploration of the principles of chemistry with emphasis on kinetics, thermodynamics, acid-base theory, equilibrium and electrochemistry. Special topics from descriptive inorganic chemistry, nuclear chemistry and introductory organic chemistry. Laboratory techniques in the investigation of chemical systems. The honors course offers an enriched experience for accelerated students through limited class size; seminar format; focus on primary texts; and application of higher level critical thinking skills. A thematic approach developing a chemical concept in detail will be used rather than a topic based approach. Laboratory will involve completion of directed research projects with submission of standard operating procedures (SOPs) or papers in appropriate scientific format. Students may not receive credit for both CHE-1B and CHE-1BH. 54 hours lecture and 108 hours laboratory.

12. COS-60E1 – Level V Cosmetology Concepts 3.5 units  
Prerequisite: COS-60A.  
A study of principles of salon design and employment skills will be explored. Current salon concepts and operations mandated by the Board of Barbering and Cosmetology will be practiced. May be taken a total of two times. 21 hours lecture and 144 hours laboratory.
13. COS-60E2 – Level V Cosmetology Concepts 3.5 units  
Prerequisite: COS-60E-1.  
An in-depth study relating principles of retailing, advertising and marketing. Current salon concepts and operations mandated by the Board of Barbering and Cosmetology will be practiced. May be taken a total of two times. 21 hours lecture and 144 hours laboratory.
14. ECO-7H – Honors Principles of Macroeconomics 3 units  
Prerequisite: None.  
Advisory: Qualification for ENG-1A and MAT-52  
Limitation on enrollment: Enrollment in the Honors program.  
Economic theory and analysis as applied to the U.S. economy as a whole. Emphasizes the enhanced exploration of aggregative economics dealing with the macroeconomic concepts of national income and expenditure, aggregate supply and demand, fiscal policy, monetary policy, and economic stabilization and growth. The honors course offers an enriched experience for accelerated students through limited class size, seminar format, focus on primary texts, and application of higher order critical thinking skills. Students may not receive credit for both ECO-7 and ECO-7H. 54 hours lecture.
15. ENG-39 – Screenwriting II 3 units  
Prerequisite: None.  
Advisory: ENG-38, TEL-70, and qualification for ENG-1A.  
Intermediate level exploration of the elements of structure, theme, plot, character, and dialogue in writing for film and television. Students will critically analyze professional scripts, view model examples of film writing, and work on their own screenplays, focusing



primarily on refinement of previous material and additional act development. Students will also read and critique each others' screenplays in a workshop setting. 54 hours lecture.

16. MKT-50 Marketing Research 3 units  
Prerequisite: None.  
An introduction to various research methodologies useful in the marketing environment. This course will focus on development, execution and application of marketing research, pulling it all together with completion of a marketing research project. 54 hours lecture.
17. MUS-78 – Beginning Applied Music Training II 2 units  
Prerequisite: None.  
Limitation on enrollment: Audition on or before the first class meeting.  
Intermediary vocal or instrumental instruction. Attendance at related concerts required.  
Not designed for beginning students. Beginning students are encouraged to take class piano, voice class, or guitar class as an entry into the field of music performance. May be taken a total of four times. 108 hours laboratory.
18. MUS-79 – Advanced Applied Music 3 units  
Prerequisite: None.  
Corequisite: Enrollment in a 2-unit performance ensemble.  
Limitation on enrollment: Audition on or before the first class meeting.  
Individual advanced instruction on a musical instrument or voice, supervised practice, concert attendance and ensemble participation. May be taken a total of four times. 162 hours laboratory.

New State-approved Programs

1. Insurance – see Attachment A.

New Locally-approved Programs

1. Bank Operations – see Attachment B.
2. International Business – See Attachment C.

ATTACHMENT A

INSURANCE

Certificate Program

<u>Required Courses (30 units)</u>		<u>Units</u>
ACC-1A	Principles of Accounting, I	3
BUS-10	Introduction to Business	3
BUS-18B	Business Law, II	3
BUS-22	Management Communications	3
BUS-61	Introduction to Insurance	1
BUS-62	Personal Insurance Principles	3
BUS-63	Principles of Property and Liability Insurance	3
BUS-64	Commercial Insurance Principles	3
BUS-65	Insurance Codes and Ethics	1
BUS-66	Insurance Internship	1
CAT/CIS-98A	Introduction to Excel	1.5
CAT/CIS-98B	Advanced Excel	1.5
CIS-1A	Introduction to Computer Information Systems	3
or		
CAT/CIS-3	Computer Applications for Working Professionals	3

Associate in Science Degree

The Associate in Arts Degree in Insurance will be awarded upon completion of the requirements for the certificate, plus completion of the graduation requirements as described in the catalog, as well as electives totaling 60 units of college work as required for the Associate Degree.

ATTACHMENT B

BANK OPERATIONS

Certificate Program

<u>Required Courses (13 units)</u>		<u>Units</u>
BAN-51	Principles of Banking	3
CAT-1	Business Etiquette	1
CAT-30	Business English	3
CAT-31	Business Communications	3
MKT-41	Techniques of Selling	3

ATTACHMENT C

INTERNATIONAL BUSINESS

Certificate Program

Required Courses (15 units) Units

BUS-10	Introduction to Business	3
BUS-40	International Business-Principles	3
BUS-43	International Business-Marketing	3
Group A Electives (Choose from list)		3
Group B Electives (Choose from list)		3

Group A Electives

BUS-46	International Business-Basics of Exporting	3
BUS-48	International Management	3
BUS-90	International Logistics	3
ECO/POL-6	Introduction to Political Economy	3
ECO-7	Principles of Macroeconomics	3
SPE-12	International Communication	3

Group B Electives

CHI-11	Chinese Culture and Civilization	3
FRE-11	French Culture and Civilization	3
GER-11	German Culture and Civilization	3
JPN-11	Japanese Culture and Civilization	3
ITA-11	Italian Culture and Civilization	3
KOR-11	Korean Culture and Civilization	3
RUS-11	Russian Culture and Civilization	3
SPA-11	Spanish Culture and Civilization	3

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: VI-A-5

Date: March 20, 2007

Subject: Accountability Reporting for Community Colleges

Background: Presented for the Board's information is the Accountability Reporting for Community Colleges report issued by the California Community College's Chancellor's Office in March 2007. The purpose of the report is to make policymakers, local college officials, and elected boards aware of the performance of the California Community College system and specific colleges in six specific areas of effort, and to inform the public about overall system performance. Included in this report is Riverside Community College District's institutional response to the report's findings. During the three most recent time periods under examination, RCCD was able to maintain or increase its level of performance on five of the six accountability measures.

Information Only.

Salvatore G. Rotella  
Chancellor

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

## Accountability Reporting for the Community Colleges: Executive Summary

Background: Accountability Reporting for the Community Colleges (or ARCC) is a set of performance indicators for the California Community Colleges (CCC). ARCC meets a legislative requirement that resulted from Assembly Bill 1417. As required by the Legislature, the CCC System Office will produce this report yearly and disseminate it so that every college can share it with its local board of trustees. The first report will be widely available to state government policymakers and the public at large in March 2007.

The report's objective is to inform policymakers, local college officials, and elected boards of overall system performance and individual college performance in six specific areas of effort. (A seventh performance indicator, Improvement in ESL (English as a Second Language), will be included for evaluation in the 2008 report.) While the present report is to be considered a pilot, future versions will include all the current measures and indicators and other measures that were not usable for the present report. A team of statewide college researchers, a panel of nationally recognized researchers on college performance, a statewide technical advisory workgroup, and staff at the Chancellor's Office created the ARCC.

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

student progress and achievement (in the areas of)

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

- participation rates

and pre-collegiate improvement (in the areas of)

- basic skills
- English as a Second Language.

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

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

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

College Level Indicators for Riverside Community College: In Student Progress and Achievement, for the first indicator Degree/Certificate/Transfer, data was provided that showed changes in the percentage of first-time students who

showed “intent to complete”<sup>1</sup> and who achieved any of the following outcomes within six years: transfer to a four-year college, or earned an AA/AS, or earned a certificate of at least 18 units, or achieved “Transfer Directed”<sup>2</sup> status or achieved “Transfer Prepared”<sup>3</sup> status. On this measure, RCC increased from 44.4% (for the cohort starting in 1998) to 46.3% (for the cohort starting in 2000). For the second indicator, Percent of Students Who Earned at Least 30 Units, the percentage of first-time RCC students who showed intent to complete and who earned at least 30 units while in the California Community College system also increased from 63.3% to 66.3%. On the third indicator, Persistence Rate, RCC increased slightly in the percentage of first-time students with a minimum of six units earned in a fall term and who returned and enrolled in the subsequent fall term anywhere in the California Community College System. This rate increased from 65.4% (for the fall 2002 cohort) to 66.3% (for the fall 2004 cohort). RCC’s Annual Successful Course Completion Rate for Credit Vocational Courses, the report’s fourth indicator, remained stable at 75% for the academic years 2003-04 through 2005-06.

In Pre-Collegiate Improvement (Basic Skills and ESL), RCC had mixed results. One measure, Improvement Rates for Credit Basic Skills Courses, rose from 49.5% to 53.6% in the three years’ of data provided. The only indicator where RCC showed a slight decline in performance was in the Annual Successful Course Completion Rate for Credit Basic Skills Courses. In 2003-04 this rate was 64.0% and in the subsequent two years, the rate dipped to 61.4%. However, these two indicators work together to highlight an interesting positive interaction. Even though the Successful Basic Skills Course Completion Rate decreased slightly, the Basic Skills Improvement Rate increased. This means that although slightly fewer students were completing the individual basic skills

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

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

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



courses, a larger proportion of these students were subsequently completing higher levels of the basic skills sequence, thereby paving the way for later success in college-level courses. (As previously stated, the indicator for ESL Improvement Rate was not usable for the present report, but will be included in subsequent editions.)

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

The last section of each college-specific report is dedicated to reporting college performance relative to their ranking within their peer grouping. The peer grouping is performed by the Chancellor's Office and represents their attempt to "level the playing field". For every college-level indicator, there are external factors beyond the control of the college that affect its performance on that indicator. Colleges were grouped as "peers" based on the statistical magnitude that these external factors had on each college-level indicator. (For example, research literature indicates that transfer rates are affected by level of academic preparedness of student body, distance to nearest UC/CSU, income levels of service areas, and percentage of older students served, among other external factors. Peer colleges would have similar levels on all these factors and would be classified together.) Since the peer grouping is done statistically, these groupings do not necessarily reflect any traditional, intuitive grouping method, like size of college or geographical proximity. Also, since each college-level indicator is affected by different external factors, each college is assigned to different peer groups for each indicator. The intent of the peer groupings is to provide a more comparable context for understanding one's own college performance and should be carefully interpreted. For example, on two indicators, Percent of Students Who Earned at Least 30 Units and Persistence Rate, RCC was the lowest in its peer group. However, as stated previously, RCC is making

steady positive progress on both of these indicators. The peer grouping has been the subject of considerable discussion, and arguably it has the potential to be the most misunderstood and misreported aspect of the report.

Next Steps: A draft of this year's report was made available to colleges in January 2007, and each college was required to submit a 500-word self-assessment in response to the findings by mid-February 2007. Each self-assessment was to provide further context for interpreting their institution's statistics, and to emphasize local factors that may help to explain outcomes but are not in the ARCC data. The final version of this report will be made available from the Chancellor's Office, in mid-March 2007.

# ARCC 2007 Report: College Level Indicators

## Riverside Community College

**DRAFT**

Riverside Community College District

### College Performance Indicators

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

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

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

	1998-1999 to 2003-2004	1999-2000 to 2004-2005	2000-2001 to 2005-2006
<b>Student Progress and Achievement Rate</b>	44.4%	44.6%	46.3%

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

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

	1998-1999 to 2003-2004	1999-2000 to 2004-2005	2000-2001 to 2005-2006
<b>Percent of Students Who Earned at Least 30 Units</b>	63.3%	65.1%	66.3%

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

**Table 1.2:**  
 Persistence Rate

	Fall 2002 to Fall 2003	Fall 2003 to Fall 2004	Fall 2004 to Fall 2005
<b>Persistence Rate</b>	65.4%	65.3%	66.3%



# ARCC 2007 Report: College Level Indicators

## Riverside Community College

Riverside Community College District

### College Performance Indicators

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

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

See explanation in Appendix B.

	2003-2004	2004-2005	2005-2006
<b>Annual Successful Course Completion Rate for Vocational Courses</b>	75.3%	75.8%	75.5%

#### Pre-Collegiate Improvement: Basic Skills and ESL

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

See explanation in Appendix B.

	2003-2004	2004-2005	2005-2006
<b>Annual Successful Course Completion Rate for Basic Skills Courses</b>	64.0%	62.0%	61.4%

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

See explanation in Appendix B.

	2001-2002 to 2003-2004	2002-2003 to 2004-2005	2003-2004 to 2005-2006
<b>ESL Improvement Rate *</b>	37.0%	37.4%	41.1%
<b>Basic Skills Improvement Rate</b>	49.5%	53.0%	53.6%

\* Based on inter-institutional differences in the coding of data from ESL programs and other anomalies in the existing ESL data, the ESL Improvement Rates presented in this table lack reliability, and, therefore, rates are shown only for illustration purposes. Planned changes to data coding, among other strategies, should improve the quality of this indicator in future ARCC reports.



# ARCC 2007 Report: College Level Indicators

**DRAFT**

## Riverside Community College

Riverside Community College District

### College Profile

**Table 1.6:**  
 Annual Unduplicated Headcount and  
 Full-Time Equivalent Students (FTES)

	2003-2004	2004-2005	2005-2006
<b>Annual Unduplicated Headcount</b>	48,348	48,076	47,424
<b>FTES*</b>	23,001	24,666	26,258

Source: Chancellor's Office, Management Information Systems and 320 Report

\*FTES data for 2003-2004 and 2004-2005 are based on the FTES recalculation. FTES data for 2005-2006 are based on the FTES annual data. The 2005-2006 recalculation data were not available at the time of this report.

**Table 1.7:**  
 Age of Students at Enrollment

	2003-2004	2004-2005	2005-2006
<b>Under 18</b>	3.7%	3.1%	3.2%
<b>18 - 24</b>	53.1%	55.1%	55.9%
<b>25 - 49</b>	36.5%	35.5%	34.8%
<b>Over 49</b>	6.6%	6.1%	6.0%
<b>Unknown</b>	0.1%	0.1%	0.1%

Source: Chancellor's Office, Management Information Systems

**Table 1.8:**  
 Gender of Students

	2003-2004	2004-2005	2005-2006
<b>Female</b>	56.6%	55.6%	55.6%
<b>Male</b>	43.1%	44.0%	43.9%
<b>Unknown</b>	0.3%	0.4%	0.5%

Source: Chancellor's Office, Management Information Systems



# ARCC 2007 Report: College Level Indicators

**DRAFT**

## Riverside Community College

Riverside Community College District

### College Profile

**Table 1.9:**  
 Ethnicity of Students

	2003-2004	2004-2005	2005-2006
<b>Asian</b>	5.5%	5.8%	5.8%
<b>Black/African American</b>	11.4%	11.4%	11.4%
<b>Filipino</b>	2.9%	3.0%	3.1%
<b>Hispanic</b>	31.5%	32.7%	34.0%
<b>Native American</b>	0.8%	0.8%	0.8%
<b>Other Non-White</b>	2.5%	2.2%	2.3%
<b>Pacific Islander</b>	0.6%	0.6%	0.6%
<b>White</b>	41.2%	38.9%	36.9%
<b>Unknown/Decline to State</b>	3.5%	4.6%	5.1%

Source: Chancellor's Office, Management Information Systems



Chancellor's Office  
 California Community Colleges

1102 Q Street Sacramento, California 95814-6511 www.cccco.edu

# ARCC 2007 Report: College Level Indicators

**DRAFT**

## Riverside Community College

Riverside Community College District

### College Peer Grouping

**Table 1.10: Peer Grouping**

	Indicator	College's Rate	Peer Group Average	Peer Group Low	Peer Group High	Peer Group
A	Student Progress and Achievement Rate	46.3	45.9	30.3	53.3	A1
B	Percent of Students Who Earned at Least 30 Units	66.3	72.0	66.3	80.8	B3
C	Persistence Rate	66.3	70.7	66.3	76.6	C4
D	Annual Successful Course Completion Rate for Credit Vocational Courses	75.5	74.6	66.7	85.6	D2
E	Annual Successful Course Completion Rate for Credit Basic Skills Courses	61.4	56.4	44.7	68.3	E5
F	Improvement Rate for Credit Basic Skills Courses	53.6	50.9	37.2	64.3	F4

Note: Please refer to Appendix B for the specifications of these rates. The technical details of the peer grouping process are available in Appendix D.



# ARCC 2007 Report: College Level Indicators Self-Assessment

## Riverside Community College

Riverside Community College District

### College Self-Assessment / Response

Riverside Community College District has been committed to serving the educational needs of its community for over 90 years. RCCD's students take classes at three primary locations, Riverside City College, Moreno Valley and Norco campuses and at the off campus sites of Ben Clark Training Center, Rubidoux Annex and March Education Center. Currently, Norco and Moreno Valley are seeking accreditation as independent colleges.

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

The District's service area over 440 square miles is socially, economically and ethnically diverse and includes urban and rural communities. In 2003, the County's estimated population of 1,766,831 was projected to grow 22.5% by 2010. The majority of that growth will be in RCCD's service area. Raising the college-going rate for RCCD's feeder high schools continues to be a challenge and these recent high school students are increasingly under-prepared for college. Enrollment rose from 21,003 in fall 1996 to 30,709 in 2006, an increase of 46%. RCCD typically grants over 2,000 AA/AS degrees and 1,500 certificates yearly. For 2005-06, RCCD transferred over 350 students to the University of California and over 1,000 to the California State University.

RCCD showed improvement in four of the accountability measures (Student Achievement and Progress, Percent of Students Earning at Least 30 Units, Persistence Rate, and Basic Skills Improvement Rate), during the past three years. Annual Successful Course Completion Rate for Credit Vocational Education courses stayed stable at 75%.

Annual Successful Course Completion Rate for Credit Basic Skills Courses was the only indicator where RCCD decreased during the previous three years. Although the rate went from 64% to 61%, it was still higher than the peer group average of 56%. Even though the successful basic skills course completion rate decreased slightly, the Basic Skills Improvement Rate increased. Although slightly fewer students were completing the individual basic skills courses, more students were subsequently completing higher levels of the basic skills sequence, thereby paving the way for later success in college-level courses. Special efforts are underway at each campus to enhance Basic Skills Education. A diagnostic-prescriptive modular approach to basic skills remediation allows students to build requisite skills by completing a single module rather than an entire course.

RCCD's accountability indicators demonstrate good levels of performance when compared to the peer groups. For the two indicators lower than the peer group average (Percent of Students who Earned at Least 30 units and Persistence rates), RCCD showed progress or stability. Two of the main Strategic Initiatives for RCCD for 2005-2010 are increasing student persistence, increasing awards, and building transfer readiness.



Chancellor's Office  
California Community Colleges

1102 Q Street Sacramento, California 95814-6511 [www.cccco.edu](http://www.cccco.edu)  
ARCC website: [http://www.cccco.edu/divisions/tris/rp/ab\\_1417/ab\\_1417.htm](http://www.cccco.edu/divisions/tris/rp/ab_1417/ab_1417.htm)

State of California



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: VI-A-6

Date: March 20, 2007

Subject: Update on Matriculation

Background: Presented for the Board's information is a district-wide overview of the student success initiative on all three campuses/college.

Information Only.

Salvatore G. Rotella  
Chancellor

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

## Matriculation—the Gateway to Success for California Community College (CCC) Students

Matriculation regulations have been in effect since 1991 and Riverside Community College District has spent the past 16 years developing and implementing the eight components of Matriculation to ensure that our students have every possible opportunity to succeed. The Riverside Community College District strongly supports its Matriculation program—when Matriculation suffered budget cuts at the State level in 2003, Riverside was one of the few Districts that continued to operate at a steady funding level due to general fund support which made up the deficit. While other Districts were forced to cut counseling and other services, Riverside was able to maintain the same level of support for its students through this budget crisis. A visit to any of our campuses and centers will reveal examples of the delivery of these Matriculation services. Some Matriculation services, such as assessment/placement testing and orientation classes, are also offered on local high school campuses. In the 2006 budget, Matriculation was partially restored at the State level and full restoration is currently in the proposed allocation for 2007-08. The attached statewide Matriculation research study, coordinated and conducted by RCCD, was widely used to lobby for this restoration of Matriculation funding by the State Legislature.

Matriculation is a big word for a simple concept. It is a program that was designed to bring the California Community Colleges and the students attending them into an agreement. In this agreement, the Colleges commit to providing programs and services needed to help students achieve their educational goals, while students agree to provide the college with necessary information, and to participate in the various components of the Matriculation program. Matriculation is a process that enhances student access to the California Community Colleges and promotes and sustains the efforts of students to be successful in their educational endeavors. The goals of matriculation are to ensure that all students complete their college courses, persist to the next academic term, and achieve their educational objectives through the assistance of the student-direct components of the matriculation process: admissions, orientation, assessment and testing, counseling, and student follow-up. Some of these components, such as Admissions and Counseling, were in existence prior to the implementation of Matriculation Programs. Matriculation Regulations strengthened these areas by providing much needed funding and specified the role that Matriculation would play in these service areas. The primary responsibility of Matriculation is to ensure all students have a fair and equitable opportunity to take advantage of the programs and services that the Community College offers. In admissions, this is accomplished by ensuring that policies and procedures provide access to all student populations and that modifications are made when necessary to meet the needs of specific student populations. One example of this is the work that RCCD has done with providing materials and services in Spanish—the most dominant second language in the communities we serve. With respect to the academic programs and courses that the District offers, this is done through appropriate and legal implementation and enforcement of prerequisites to courses and programs. In the assessment/placement program this is accomplished by disproportionate impact and cut-score revalidation studies that demonstrate that our placement tests and policies are fair to all students.

### Components of Matriculation

Matriculation consists of eight components, the first five of these directly effect students.

Component 1: Admissions

Component 2: Orientation--Students learn about the college and its resources.

Component 3: Assessment/Placement—Students participate in a process that uses background information and test scores (multiple measures) to determine their placement levels for English, ESL, math and reading courses.

Component 4: Counseling/Advising—Students meet with counselors to develop a road map to their success--a Student Educational Plan (SEP).

Component 5: Follow-up. Various follow-up processes are in place to help increase the retention and success of our students. One part of this follow-up is an “early alert” process which allows instructors to provide specific feedback to students about their academic performance early in the semester so that they can take advantage of the services offered such as counseling and tutoring. Another example is the probation/dismissal process, which is mandated by Title 5, and requires students who are not making progress toward their educational goals to meet with a counselor to plan coursework appropriate to their skills, time commitments and educational goals.

Matriculation also has three other components that are less visible to students, but that support their success by ensuring the effectiveness of the institution.

Component 6: Co-ordination/Training: The goal of this component is to ensure that all appropriate faculty and staff understand the Matriculation Process and Components.

Component 7: Research: Matriculation regulations require that research is conducted to determine the efficacy of Matriculation services and that this research is utilized to improve services.

Component 8: Pre-& Co-requisites. Matriculation personnel work with college faculty to ensure that requirements for prerequisites and co requisites are appropriate, necessary and enforced in a fair and impartial manner.

### Matriculation Research

Research demonstrates that the following risk factors are detrimental to college persistence and success and that as the number of risk factors increase, persistence and success decrease:

1) No High School Diploma, 2) Delayed Entry into Postsecondary Education, 3) Financial Independence, 4) Having Dependents, 5) Being a Single Parent, 6) Attending School Part Time, 7) Working Full Time While Attending School. (*J.P. Bean & Metzner; U.S Department of Ed.*)

In the Riverside Community College District (RCCD) (and most other CCC Districts) the above factors describe a large number of our students, with the addition of the following factors:

- Academically under-prepared
- First-generation college students
- Diverse in every aspect of the word—age, ethnicity, gender, physical and mental abilities, etc.

Research also demonstrates that certain services increase the likelihood of persistence and success of students. Matriculation regulations mandate some of these services such as—

assessment, orientation, counseling and follow-up. In the Riverside Community College District, recent research comparing first-time college students who received assessment and counseling services, with those who did not receive these services, demonstrated an increase of 29.5% in persistence from fall to spring (47.2% for non-receivers, 76.7% for receivers). Since this study was limited to students who had a goal of transferring or earning a degree/certificate, all of them had to persist to accomplish their goals. This study was replicated in Region 9 with 3 other colleges and the results mirrored these findings. A Statewide study (see attached study) with 26 California Community Colleges, which was conducted in 2005, also demonstrated comparable findings.

### Matriculation Plans

Each community college district is required to adopt a Matriculation Plan describing the services it will provide to its student population. The Plan must be developed in consultation with representatives of the academic senate, students, and staff. The Plan is submitted to the State Chancellor's office for review and approval. In preparation for our three separate accreditations, in 2005 the campus Deans of Student Services formed "Matriculation Advisory Committees" on each of their campuses. These committees, consisting of faculty, staff, students and administrators, worked together to develop separate campus Matriculation Plans. These plans were presented to the Board of Trustees on September 12, 2006, and sent to the State Chancellor's Office on October 17, 2006.

### Conclusions

Although we are not perfect, RCCD's Matriculation Program is a model program in the State. We constantly receive calls from other institutions asking for help with implementation of the various components of Matriculation and our Matriculation leaders participate in statewide organizations and committees to improve effectiveness of Matriculation Programs throughout the State. The success of our programs is due to a) the District support for Matriculation; b) District and campus leadership c) excellent Matriculation Specialists at each campus and most importantly, c) widespread participation of faculty, staff and students in the development and implementation of Matriculation programs.

- *Most of the students we are serving through the California Community Colleges need support services in order to accomplish their educational goals;*
- *The only regulations that mandate these services for ALL students are Matriculation Regulations;*
- *Matriculation is a gateway to all other programs and services. During the "orientation" component of Matriculation, students learn of the other programs and services that are available to them (such as DSPS, EOPS, Student Financial Services, Puente and other Student Equity Programs, etc.) and are able to learn the qualifications and the steps required to apply for these programs.*

~ Respectfully submitted by Deborah DiThomas, Ed.D.

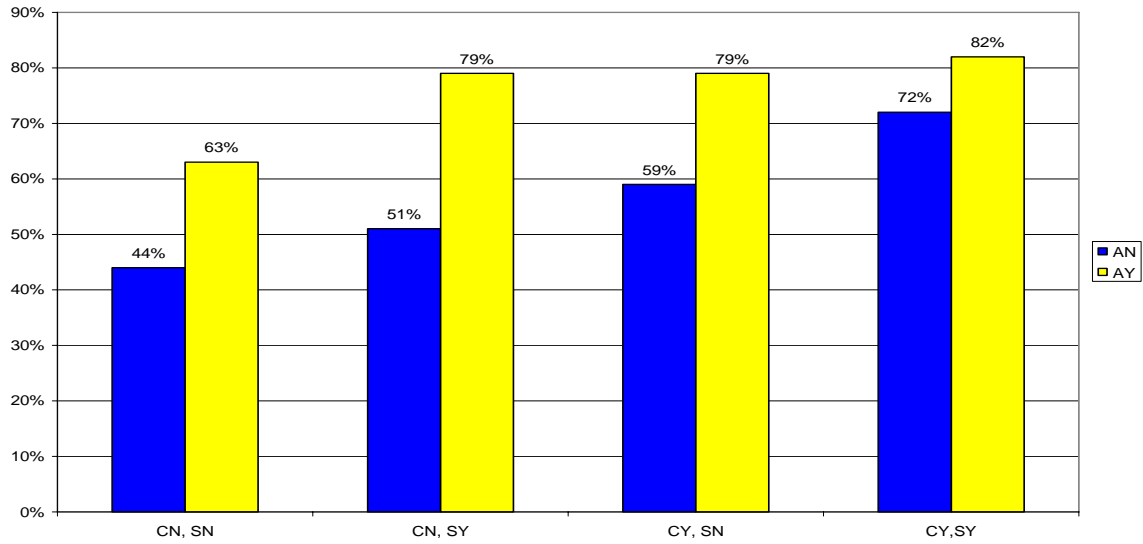
## Matriculation and the persistence of first-time college students, Fall 2001 to 2004

A study was conducted to see how the matriculation components of assessment, counseling, and developing a student education plan (SEP) contribute to student persistence. The present research is a replication of a study conducted in 2003 using data from three colleges within one region in California. This study uses the same structure of the previous one but differs in two ways: more colleges throughout the state were asked to supply data (with a total of 26 colleges who were able to participate) and the terms in question were updated to reflect more current data. Though there are other components of matriculation, these three services are intended to help students as they start college. Orientation is also intended to provide information to students at the beginning of their college careers, but in the original study, many colleges provided orientation as a structural part of assessment and could not therefore provide data to distinguish between the two services. This same limitation was used in the present study.

Colleges were asked to provide data for first-time college students in Fall semesters 2001 to 2004 and who indicated a goal of completing a bachelor's degree, an associate's degree or a certificate. Data for these students were provided regarding various demographics and whether or not they received assessment, counseling or an SEP. Though an SEP requires contact with a counselor, the interaction was considered to be sufficiently different to warrant it as a separate variable. Information was provided to determine whether the student persisted to the following Spring semester. Seven colleges were excluded from the analysis because the data they provided showed a lack of variability in one or more of the services. The remaining sample of students (n=99,609) showed that 70% (69,687) received assessment, 56% (55,538) received counseling, and 24% (23,370) received an SEP.

Analysis of the data (using logit analysis and hierarchical loglinear analysis) showed that the interaction of the three services had a significant effect on persistence. The chart shows that as students receive services, they are more likely to persist. Students who receive assessment are generally more likely to persist, unless a student has more interaction with a counselor in terms of a counseling contact as well as an SEP.

Effect of Matriculation on Persistence of First-time College Students  
Fall Cohorts 2001 to 2004



\* AN=No Assessment; AY=Assessment  
CN=No Counseling; CY=Counseling  
SN=No SEP; SY=SEP

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
RESOURCES COMMITTEE MEETING

March 13, 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. Capital Project Management System Agreement with Logic Domain  
- The Committee to consider an agreement to provide a project management system using Measure C funds.
2. Design and Engineering Services: Food Service Remodels – Moreno Valley Campus and Riverside City Campus and PBX Network Operations Center Riverside City Campus  
- The Committee to review a proposed design and engineering services agreement for the preparation of plans and specifications for kitchen remodel and renovation projects and for a network center PBX expansion project using Measure C funds.

3. Budget Development Scenarios (P1)
  - Staff will make a presentation to the Committee regarding the State's P1 report relative to the 2005-06 and 2006-07 fiscal years and budget development scenarios for FY 2007-08.

Adjourn

Prepared by: Charlotte Zambrano, Administrative Assistant  
Administration and Finance



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-1

Date: March 20, 2007

Subject: Capital Project Management System Agreement with Logic Domain

Background: With the significant workload that has been created by the passage of the Measure C Capital Bond, the Facilities Planning, Design, and Construction Department has been looking to improve Project Management capability and fiscal management for the many projects that are under planning design and construction. For the past several months staff has been evaluating budget and accounting project management controls systems that have the capacity to automate many project management and accounting processes and functions that are currently being done manually. Based on these evaluations, staff is recommending entering into an agreement with Logic Domain to provide its Capital Project Management System (CPMX) for District use. CPMX is a user-friendly system that would allow the department to manage and control individual projects from planning and budgeting through design and construction.

CPMX has superior graphing and reporting capabilities. It is 100% web-based and can be accessed from anywhere at anytime. CPMX can be modified to fit District needs and can be integrated with the District's central accounting system. CPMX can download the latest payments and expenses on projects, which eliminates redundant entry of project information. It can monitor all projects regardless of the delivery method, and it can be used by different workgroups within a department. All project information can be tracked from inception by the following categories:

- Budget
- Fund Sources and Resource Allocation
- Contracts and Change Orders
- Purchase Orders
- Payments to the Projects
- Forecasting
- Project Schedules

Staff is thus seeking approval for the purchase of the Capital Project Management System provided by Logic Domain to include hardware, software, standard installation, set up, full training and three years of support and maintenance. Measure C funds are requested to fund CPMX, in the amount of \$96,000 for the first three years of service and \$12,500 per year thereafter for support and maintenance. The Capital Project Management System with Logic Domain can be working and functional within two weeks of acceptance.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-1

Date: March 20, 2007

Subject: Capital Project Management System Agreement with Logic Domain (continued)

Recommended Action: It is recommended that the Board of Trustees approve the attached agreement with Logic Domain in the amount of \$96,000 for the first three years of service and \$12,500 per year thereafter and the use of Measure C funds 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

LOGIC DOMAIN

THIS AGREEMENT is made and entered into on the 21<sup>st</sup> day of March, 2007, by and between LOGIC DOMAIN 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 office(s), and on site at Riverside Community College, Riverside Campus and Systems Office.
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 March 21, 2007, to the estimated completion date of April 30, 2010, 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 \$96,000 including expenses for the first three years of service and \$12,500 annually thereafter. 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 the 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 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. Abandonment: If the project is suspended for more than three months or abandoned in whole or in part, the Consultant shall be paid compensation for services performed prior to receipt of written notice from District of such suspension or abandonments, together with reimbursable expenses then due and all termination expenses resulting from such suspension or abandonment. If the project is resumed after being suspended for more than three months, the compensation shall be subject to renegotiation.

Termination of Agreement: This agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. On the event of termination due to the fault of parties other than the Consultant, the Consultant shall be paid his compensation for services performed to termination date, including reimbursable expenses due and all termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to termination, plus an amount computed as a percentage of the total compensation earned to the time of termination.

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.

Logic Domain

Riverside Community College District

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Jay Hedjazi  
Principal  
24422 Ave de la Carlota, Ste. 280  
Laguna Hills, CA 92653

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James L. Buysse  
Vice Chancellor  
Administration and Finance

**Exhibit I**



Enterprise Application Integration  
 Collaborative Planning Tools  
 Internet Application Development

**Capital Project Management System CPMX V7.1  
 Installation & Setup**

Item	Description	Cost	
	<b>Complete web-based capital project control includes following modules:</b>	<b>\$49,500</b>	
<b>Software</b>	➤ Budgeting project accounts and sub-accounts		
	➤ Scheduling SPWCE phases		
	➤ Forecasting cost (potential change orders and time slippages)		
	➤ Complete cost accounting (Encumbrances, invoice payments and other charges)		
	➤ Timesheet tracking module		
	➤ Construction module (RFI, Bulletins, Submittals, Field order, Change orders)		
	➤ Available online to contractors, architects and engineers for document control		
	➤ Work order system and task assignment		
	➤ Vendors full project activity reporting		
	➤ Multiple Prime contractors project activity breakdown and roll ups		
	➤ Project Number, Job number, Phase, Funding source, Individual contract reporting		
	➤ Executive reports include Project Status Reports and Workload distribution		
<b>Support</b>	➤ Account permissions control for multiple user access		
	➤ Multi-level password and IP security access and restriction		
	<b>Annual Basic Support &amp; Maintenance Package includes:</b>	<b>\$12,500</b>	
	<ul style="list-style-type: none"> <li>• Database maintenance on-call</li> <li>• Patches and updates to all server components</li> <li>• Immediate fixes to application inconsistency</li> <li>• 4 hour Response Time</li> <li>• New Staff Training</li> <li>• Does not include CPMX version upgrades</li> </ul> <p style="text-align: center;"><i>1-Year of Support and Maintenance April 1, 2007-March 30, 2008</i></p>		
<b>Training &amp; System Manuals</b>	On-site Training of all staff and users	<b>\$0</b>	
<b>System Requirements</b>	Online System & User Manuals		
<b>Hardware</b>	Dell PowerEdge 2950		
	Dual Core Intel® Xeon® 5148LV, 4MB Cache, 2.33GHz, 1333MHz FSB		
	4GB RAM		
	RAID 5 - 3 x 36GB Hard disks		
	100/1000 Network Card		
	15" Flat screen monitor		
	USB Mouse and Keyboard		
	<b>Software</b>	Microsoft Server 2003 SP2 With .Net 2.0 platform Operating System	
		Adobe Coldfusion MX 7.0 application software	
		Norton Antivirus Server Pack	
	<b>HW &amp; SW</b>	<b>\$ 9,000</b>	
	<b>Initial Payment</b>	<b>\$ 71,000</b>	
	<b>Total Cost</b>	<b>\$ 71,000</b>	
<b>Special Notes</b>	Support and Maintenance will be billed on an annual basis after initial Payment (2 years)	<b>\$ 25,000</b>	
<b>Delivery time Schedule</b>	7-10 business days from receipt of Purchase Order	<b>\$ 96,000</b>	

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-2

Date: March 20, 2007

Subject: Design and Engineering Services: Food Service Remodels – Moreno Valley Campus and Riverside City Campus and PBX Network Operations Center  
Riverside City Campus

Background: On November 21, 2006, the Board approved projects for the remodel and renovation of food services facilities at the Moreno Valley Campus and the Riverside City Campus. Staff is now requesting approval to hire Higginson + Cartozian Architects, Inc.(HCA) to provide design and engineering services to prepare plans and specifications for the two projects (Agreement Attached Exhibit I). The work would include but not be limited to:

1. Design Development and Program Verification
2. Preparation of Construction Documents
3. Assisting District with Project Bid
4. Interior Design and Kitchen Equipment

Fee Moreno Valley: \$161,475

Fee Riverside City: \$57,125

Source of Funds: Measure C

In order to provide upgraded telephone and network services to the Riverside City Campus, it is necessary to increase the size of the PBX Operations Center to accommodate the growing network and to support an increased technology presence in classrooms and learning areas. Staff is requesting approval to hire HCA to provide design and engineering services to prepare plans and specifications for the project (Agreement Attached Exhibit II) The work would include but not be limited to:

1. Design Development and Program Verification
2. Preparation of Construction Documents
3. Assist District with Project Bid
4. Assist District with Project Construction and Installation Oversight

Fee: \$32,375

Source of Funds: Measure C

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-2

Date: March 20, 2007

Subject: Design and Engineering Services: Food Service Remodels – Moreno Valley  
Campus and Riverside City Campus and PBX Network Operations Center  
Riverside City Campus (continued)

Recommended Action: It is recommended that the Board of Trustees approve the agreement with Higginson + Cartozian Architects Inc., to: 1.) provide design and engineering services for the preparation of plans and specifications for the Moreno Valley and Riverside City Campus Kitchen Remodel and Renovation Projects, and 2). provide design and engineering services for plans and specifications for the Riverside City Campus Networks Operation Center PBX expansion project. It is further recommended that the Board of Trustees authorize the use of Measure C funds for these design services 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  
  
HIGGINSON + CARTOZIAN ARCHITECTS, INC.

THIS AGREEMENT is made and entered into on the 21<sup>st</sup> day of March, 2007, by and between HIGGINSON + CARTOZIAN ARCHITECTS, INC. 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 – Food Services Remodel at Riverside City Campus and Moreno Valley Campus, Exhibit II – Network Operations Center (NOC) at Riverside City Campus, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant’s office(s), and on site at Riverside Community College Districts, Riverside City Campus and Moreno Valley 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 March 21, 2007, to the estimated completion date of December 31, 2007, 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 \$250,975 including expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. 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 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. Abandonment: If the project is suspended for more than three months or abandoned in whole or in part, the Consultant shall be paid compensation for services performed prior to receipt of written notice from District of such suspension or abandonments, together with reimbursable expenses then due and all termination expenses resulting from such suspension or abandonment. If the project is resumed after being suspended for more than three months, the compensation shall be subject to renegotiation.

Termination of Agreement: This agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. On the event of termination due to the fault of parties other than the Consultant, the Consultant shall be paid his compensation for services performed to termination date, including reimbursable expenses due and all termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to termination, plus an amount computed as a percentage of the total compensation earned to the time of termination.

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.

Higginson + Cartozian Architects, Inc.

Riverside Community College District

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David Higginson  
AIA, CEO  
1455 Park Avenue  
Redlands, CA 92373

---

James L. Buysse  
Vice Chancellor  
Administration and Finance

## Exhibit I

# higginson+cartozian architects, inc.

architecture ♦ planning ♦ design

david higginson, aia, ceo

darryl k. cartozian, cfo

## PROPOSAL/CONTRACT TO PROVIDE ARCHITECTURAL SERVICES

### Scope of Services

Remodel and upgrades to existing Student Service Kitchen at the Riverside City Campus. Remodel and additions to the existing Student Service Kitchen at the Moreno Valley Campus. Design, Design Development, Construction Documents and Construction Observation. (Architectural, Mechanical and Electrical Engineering, Interior Design, Kitchen Equipment)

### Services to Include:

#### *Planning and Design Phase:*

1. Review the program furnished by the District to ascertain the requirement of the project and shall confirm such requirements with governing agencies and District for design concepts and approvals.
2. Assist District in processing of Design Documents through the Governing Agency.

#### *Design Development, and Construction Document Phase:*

1. Implementation of College and Food Service program requirements.
2. Development and preparation of construction documents, consisting of drawings and details as required for the construction and building permits.
3. Assist District with Development of Specifications.
4. Make required corrections and coordinate with governmental agencies for approvals and building permits.
5. Provide onsite assistance and observation as needed to ascertain that construction is in general conformance with the intent of the construction documents. Four (4) observations are included at the Riverside City Campus and Ten (10) observations are included at the Moreno Valley Campus. Other billed hourly as approved by District.
6. Assist the District during project bidding to determine “or-equal” and status of products. Prepare addendum as needed to clarify certain aspects or questions which may arise during bidding.
7. Assist District in filing the required documents for approval of governing agencies having jurisdiction of the project for building permits.

#### *Exclusions (Services Not Included):*

1. Site surveys and availability of utilities, site and street improvements, tract & condo maps, grading and utility plans. (Utilities to be provided within 5’ of Structures.)

2. District requested revisions during the preparation of construction drawings upon design development approvals.
3. Acoustical analysis and environmental impact studies.
4. Geotechnical investigation report (soils).
5. Fire sprinkler design and calculations if required.
6. Signage design.
7. Providing financial feasibility or other special studies.
8. Providing detailed estimates of construction cost or detailed quantity surveys or inventories of material, equipment and labor.
9. Making revisions in drawings, specification or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond Consultant's control.
10. Providing any other service not otherwise included in this agreement or not customarily furnished in accordance with generally accepted architectural practice.
11. Governmental processing fees and permit fees.
12. Landscape design, irrigation plans, hardscape plans, planting plans, site lighting and master site planning.
13. Construction contract administration.
14. Post construction services.
15. Other services not related to design processing.
16. Construction bid coordination.
17. Governmental processing for approvals.
18. Prefab, truss calculations and design if utilized (to be provided by manufacturer).
19. Fire hydrant (fire flow calculations).
20. As-built drawings. (record drawings)
21. Preparation of Construction change orders.
22. 3-D renderings.

*Proposed Fees:*

Fee shall be a fixed amount of \$211,700.00 (Two Hundred Eleven Thousand Seven Hundred Dollars and no/100).

An additional amount of \$6,000.00 (Six Thousand Dollars) to cover reimbursable printing costs for bidding and plan check documents. Billing shall be submitted for printing at Consultants direct cost +15%.

## Exhibit II

# higginson+cartozian architects, inc.

architecture ♦ planning ♦ design

david higginson, aia, ceo

darryl k. cartozian, cfo

## PROPOSAL/CONTRACT TO PROVIDE ARCHITECTURAL SERVICES

### Scope of Services

PBX Building Addition at the Riverside City Campus. Construction of a new addition of 400 Square Feet to existing PBX Facility. Design, Design Development, Construction Documents and Construction Observation. (Architectural, Civil, Mechanical and Electrical Engineering, Technology Systems Design to 5' outside of new facility).

### Services to Include:

#### *Planning and Design Phase:*

1. Review the program furnished by the District to ascertain the requirement of the project and shall confirm such requirements with governing agencies and District for design concepts and approvals.
2. Assist District in processing of Design Documents. (No DSA/County/City agency review has been requested).

#### *Design Development, and Construction Document Phase:*

1. Implementation of College and Technology Service program requirements.
2. Development and preparation of construction documents, consisting of drawings and details as required for the construction and building permits.
3. Assist District with Development of Specifications.
4. Make required corrections and coordinate with governmental agencies for approvals and building permits.
5. Provide onsite assistance and observation as needed to ascertain that construction is in general conformance with the intent of the construction documents. Five (5) observations are included. Other billed hourly as approved by District.
6. Assist the District during project bidding to determine "or-equal" and status of products. Prepare addendum as needed to clarify certain aspects or questions which may arise during bidding.
7. Assist District in filing the required documents for approval of governing agencies having jurisdiction of the project for building permits.

#### *Exclusions (Services Not Included):*

1. Site surveys and availability of utilities, site and street improvements,
2. District requested revisions during the preparation of construction drawings upon design development approvals.
3. Acoustical analysis and environmental impact studies.
4. Geotechnical investigation report (soils).

5. Fire sprinkler design and calculations if required.
6. Signage design.
7. Providing financial feasibility or other special studies.
8. Providing detailed estimates of construction cost or detailed quantity surveys or inventories of material, equipment and labor.
9. Making revisions in drawings, specification or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond Consultant's control.
10. Providing any other service not otherwise included in this agreement or not customarily furnished in accordance with generally accepted architectural practice.
11. Governmental processing fees and permit fees.
12. Landscape design, irrigation plans, hardscape plans, planting plans, site lighting and master site planning.
13. Construction contract administration.
14. Post construction services.
15. Other services not related to design processing.
16. Construction bid coordination.
17. Governmental processing for approvals.
18. Prefab, truss calculations and design if utilized (to be provided by manufacturer).
19. Fire hydrant (fire flow calculations).
20. As-built drawings. (record drawings)
21. Preparation of Construction change orders.
22. 3-D renderings.
23. DSA Approval for this project

*Proposed Fees:*

Fee shall be a fixed amount of \$29,500.00 (Twenty Nine Thousand Five Hundred Dollars and no/100).

An additional amount of \$2,500.00 (Two Thousand Five Hundred Dollars) to cover reimbursable printing costs for bidding and plan check documents. Billing shall be submitted for printing at HCA direct cost +15%.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
PLANNING COMMITTEE

March 13, 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)  
Yajaira Tiscareño, ASRCC Student Representative  
Todd Wales, CTA Representative  
Fabian Biancardi, CTA Representative  
Gustavo Segura, CSEA Representative

AGENDA

VI. Board Committee Reports

C. Planning

1. Design Services Final Project Proposal for the Student Services Center at Riverside City Campus  
- The Committee to consider an agreement relative to the preparation of a Final Project Proposal for the Student Services Center at the Riverside City campus using Measure C funds.
2. District Modular Projects and Budget Approvals  
- The Committee to consider project budgets, architectural service agreements and the use of Measure C funds relative to the District Modular Projects.



3. Proposed Aquatics Center, Riverside City Campus  
- The Committee to receive an initial report on a proposed aquatic center which would be located on the Riverside City Campus.
4. Update on Nursing Science Project  
- The Committee to be presented with an update on the Nursing Science Project, including a presentation by GKK Works.

Adjourn

Prepared by: Charlotte Zambrano  
Administrative Assistant  
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-1

Date: March 20, 2007

Subject: Design Services Final Project Proposal for the Student Services Center at Riverside City Campus

Background: On May 17, 2007 the Board of Trustees approved the Initial Project Proposal for the Student Services Building at the Riverside City Campus. The Student Services Department provides innovative and comprehensive services which promote student achievement and success. An increased student population has created the need to consolidate the multifunctional Student Services Department into a single location to provide services in a more efficient, cost effective and less intimidating manner. The Campus is proposing a remodel of the Life Science and Physical Science Buildings to consolidate the Student Services function into a single location. The project is currently included in the Five Year Capital Outlay.

Staff is requesting approval to hire Harley Ellis Devereaux to develop a Final Project Proposal (FPP) for the Student Services Center at the Riverside City Campus; the scope of work will include but not be limited to:

- Review of Initial Project Proposal
- Develop Program and Conceptual Plans
- Develop Final Project Proposal Documentation

Fees: \$32,500

Source of Funds: Measure C

Recommended Action: It is recommended that the Board of Trustees approve the attached agreement with Harley Ellis Devereaux for the development of a Final Project Proposal for the Student Services Center at the Riverside city Campus in the amount of \$32,500 using Measure C funds 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  
HARLEY ELLIS DEVEREAUX

THIS AGREEMENT is made and entered into on the 21<sup>st</sup> day of March, 2007, by and between HARLEY ELLIS DEVEREAUX 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, Riverside City 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 March 21, 2007, to the estimated completion date of May 31, 2007, 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 \$32,500.00 including expenses. Invoices for Consultant’s services will be submitted by Consultant every month for the portion of services completed. 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 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. Abandonment: If the project is suspended for more than three months or abandoned in whole or in part, the Consultant shall be paid compensation for services performed prior to receipt of written notice from District of such suspension or abandonments, together with reimbursable expenses then due and all termination expenses resulting from such suspension or abandonment. If the project is resumed after being suspended for more than three months, the compensation shall be subject to renegotiation.

Termination of Agreement: This agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. On the event of termination due to the fault of parties other than the Consultant, the Consultant shall be paid his compensation for services performed to termination date, including reimbursable expenses due and all termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to termination, plus an amount computed as a percentage of the total compensation earned to the time of termination.

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.

Harley Ellis Devereaux

Riverside Community College District

---

Brent Miller  
AIA, Principal  
5150 Wilshire Blvd.  
Los Angeles, CA 90036

---

James L. Buysse  
Vice Chancellor  
Administration and Finance

## Exhibit I

### Scope of Project

To develop a Final Project Proposal (FPP) for the District's Riverside City Campus, Student Services Center. The Student Center program is to be integrated into the existing Life Sciences/Physical Sciences building.

### Scope of Services

#### Assess Initial Project Proposal

- Review Initial Project Proposal and FUSION Data.
- Contact Office of Institutional Research to understand District/Campus/Center Enrollment/WSCH Forecasts
- Prepare preliminary recommendation as to viability of FPP, funding approach and potential eligibility score.

#### Develop Program and Conceptual Plans

- Meet with District Office to review preliminary recommendations.
- Meet with Riverside Community College Leadership to understand goals and intent of the project.
- Conduct two (2) programming meetings with building committee to refine/verify IPP program and develop program adjacencies and conceptual floor plans.
- Review final program and conceptual plans with College and District Leadership.

#### Document Final Project Proposal

- Develop FPP documentation including the following as appropriate:
  - Title Page
  - Final Project Proposal Checklist
  - Analysis of Building Space Use and WSCH (JCAF 31)
  - Cost Estimate Summary and Anticipated Time Schedule (JCAF 32)
  - Quantities and Unit Costs Supporting the JCAF 32
  - California Energy Commission Audit form
  - State Administrative Code (SAM) Presentation
  - California Environmental Quality Act Environmental Impact Report form
  - Outline of Specifications
  - Federal Funds Detail form
  - Analysis of Future Costs
  - Campus Plot Plan and Diagrams of Building Areas, Elevations, and Cross-Sections
  - Guideline-Based Group II Equipment Cost Estimates (JCAF 33)
  - Justification of Additional Costs Exceeding Guidelines
  - Detailed Equipment List

- Transmit the native files electronically to the College and District Office and post on the FUSION system as necessary.

#### Additional Services Fee

- Additional Services shall be provided for capital planning if authorized in writing by the District. Such Additional Services may include:
  - Development of the 2009-2013 Capital Construction Plan;
  - Development of other 2009-10 Final Project Proposals (FPPs);
  - Development of 2010-11 Initial Project Proposals (IPPs); and
  - Any other services not otherwise included in this agreement under basic services.
- Consultant's fee for additional services beyond the scope of basic services outlined above authorized in writing by the District and which is in addition to the basic services fee amount will be on an hourly basis per the following rate schedule:
  - Capital Planning \$195/hour
  - Programming \$175/hour
  - Architectural Design \$150/hour
  - Cost Estimating \$150/hour
  - Engineering Support \$145/hour
  - Specifications \$140/hour
  - Planning Support/CAD \$70-100/hour

#### General Conditions

- District shall provide information in a timely manner regarding the requirements of the services, including, as appropriate, the Districts objectives, its strategic plan of its core business, its objectives, if any, in regard to its real property, constraints and criteria, flexibility and expandability requirements, special equipment and requirements, and other information in order to assist the Consultant in the performance of the services.
  - District shall provide data regarding any and all costs of services or work associated with the services of this agreement that might not otherwise be available to Spectrum Strategies including any contingencies.
  - District shall provide information relative to budget, affordability and funding capacity including any and all limitations on cash flow that could affect the services of this Agreement.
  - District shall provide information relative to economic analysis of alternatives by Consultant including, but not limited to, cost of money, required rate of return on investments, preference for length of studies, and specific secondary evaluators, if any, to be considered.

- Hazardous Materials
  - Consultant does not have specialized expertise in the specifying of treatment and/or handling of new and/or existing asbestos-containing, asbestos-contaminated, or other hazardous materials, above or below surface, and our professional liability insurance policy does not include coverage of these services. Therefore, Consultant cannot provide these services. It is our understanding that the District will retain, if necessary, a qualified industrial hygienist and/or contractor to provide these services.



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-2

Date: March 20, 2007

Subject: District Modular Projects and Budget Approvals

Background: The Lovekin Complex at the Riverside City Campus was created as swing space during the Quad Modernization Project. It provided alternative space for offices and classrooms housed in the Quad. The complex consists of fifty-one modular units and two toilet facilities. As the Quad Modernization Project is nearing completion and units will become available for redistribution, staff has completed plans for modular projects at each of the District's three campuses and the Ben Clark Training Center. Some units will remain on the Riverside City Campus to be used to house the Work Force Preparation Program, the Riverside School of the Arts, staff and faculty offices, classrooms, and to provide future swing space needs, others will be redistributed to the Moreno Valley Campus, the Norco Campus, and the Ben Clark Training Center. In order to complete the projects at Moreno Valley, Norco and Ben Clark, additional units will need to be purchased. The plans for utilization of modular space are as follows:

Moreno Valley Campus: Redistribution – 6 Units, Purchase – 1 Restroom Unit, 3 –  
Shade Structures, Furnishings and Fixtures

Total Project Budget: \$1,448,769

Architectural, Design and Engineering Fees \$72,700

Construction \$1,198,159

Tests, Fees, and Inspection \$123,960

Equipment, Furnishings and Fixtures \$53,950

Source of Funds: Measure C

Norco Campus: Redistribution – 4 Units, Purchase – 1 Restroom Unit, 1 Office Unit, 3  
Shade Structures, 1 Classroom Unit (48x40, with floor upgrade), Furnishing and  
Fixtures

Total Project Budget: \$1,986,666

Architectural Design and Engineering Fees \$82,700

Construction \$1,551,497

Tests, Fees, and Inspection \$149,394

Equipment, Furnishings and Fixtures \$203,075

Source of Funds: Measure C

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-2

Date: March 20, 2007

Subject: District Modular Projects and Budget Approvals (continued)

Ben Clark Training Center: Redistribution -5 Units, Purchase – 1 Restroom Unit, 2 Shade Structures, 1 Classroom Unit (48x40 with operable wall), Furnishing and Fixtures  
Total Project Budget \$2,161,812

Architectural, Design and Engineering Fees \$93,725  
Construction \$1,744,697  
Tests, Fees, and Inspection \$193,690  
Equipment, Furnishings and Fixtures \$129,700

Source of Funds: Measure C

Riverside City Campus: 31 Units to remain, Redistribution – 4 Units, 2 Units Reconfigured to Offices, Fixture and Furnishings, Recondition Vacated Site  
Total Project Budget: \$1,897,081

Architectural, Design and Engineering Fees \$98,525  
Construction \$1,555,336  
Tests, Fees, and Inspection \$150,770  
Equipment, Furnishings and Fixtures \$92,450

Source of Funds: Measure C

On February 20, 2007 the Board approved hiring Higginson + Cartozian, Architects Inc., to provide design and engineering services for moving and installing modular units at the Moreno Valley and Norco Campus. Now that the modular projects have been fully developed for the Ben Clark Training Center and the Riverside City Campus, staff is recommending that Higginson + Cartozian Architects Inc. be hired to provide design and engineering services for the Ben Clark and Riverside City Campus Modular Projects. These services would include design development, final design, construction documents and specifications, administering the process to obtain Division of State Architect (DSA) approval, assisting with the bidding process and monitoring quality assurance. The fee for the design, architecture and engineering services is \$179,050 (\$86,525 Ben Clark Training Center and \$92,525 for the Riverside City Campus).

Source of Funds: Measure C

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-2

Date: March 20, 2007

Subject: District Modular Projects and Budget Approvals (continued)

Recommended Action: It is recommended that the Board of Trustees approve: 1.) the Modular Project for the Moreno Valley Campus with a Project Budget of \$1,448,769, 2.) the Modular Project for the Norco Campus with a Project Budget of \$1,986,666, 3.) the Modular Project for the Ben Clark Training Center with a Project Budget of \$2,161,812, 4.) the Modular Project for the Riverside City Campus and a Project Budget of \$1,897,081, and 5.) the attached agreement with Higginson + Cartozian Architects, Inc in the amount of \$179,050 for design and engineering services for the Ben Clark Training Center and Riverside City Campus Modular Projects. It is further recommended that the Board of Trustees authorize the Vice Chancellor, Administration and Finance to sign the agreement and the use of Measure C funds in the amount of \$7,494,328 to complete the projects.

Salvatore G. Rotella  
Chancellor

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

AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

HIGGINSON + CARTOZIAN ARCHITECTS, INC.

THIS AGREEMENT is made and entered into on the 21<sup>st</sup> day of March, 2007, by and between HIGGINSON + CARTOZIAN ARCHITECTS, INC. 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 – Ben Clark Training Center, Exhibit II – Riverside City Campus (Including ECS/Baseball/Softball/AutoTech)
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant’s office(s), and on site at Riverside Community College Districts, Ben Clark Training Center and Riverside City 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 March 21, 2007, to the estimated completion date of December 31, 2007, 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 \$179,050 including expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. 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 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. Abandonment: If the project is suspended for more than three months or abandoned in whole or in part, the Consultant shall be paid compensation for services performed prior to receipt of written notice from District of such suspension or abandonments, together with reimbursable expenses then due and all termination expenses resulting from such suspension or abandonment. If the project is resumed after being suspended for more than three months, the compensation shall be subject to renegotiation.

Termination of Agreement: This agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. On the event of termination due to the fault of parties other than the Consultant, the Consultant shall be paid his compensation for services performed to termination date, including reimbursable expenses due and all termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to termination, plus an amount computed as a percentage of the total compensation earned to the time of termination.

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.

Higginson + Cartozian Architects, Inc.

Riverside Community College District

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David Higginson  
AIA, CEO  
1455 Park Avenue  
Redlands, CA 92373

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James L. Buysse  
Vice Chancellor  
Administration and Finance

## Exhibit I

# higginson+cartozian architects, inc.

architecture ♦ planning ♦ design

david higginson, aia, ceo  
darryl k. cartozian, cfo

## PROPOSAL/CONTRACT TO PROVIDE ARCHITECTURAL SERVICES

### Scope of Services

Modular Building Placement and related site work at Ben Clark Training Center. Design for the placement of nine (9) modular classrooms and one (1) modular toilet room. Preparation of drawings in suitable detail to obtain DSA Approval and competitive bids for the removal and re-configuration of said structures. Inclusive of Architectural, Landscape, Civil and Electrical Engineering.

### Services to Include:

#### *Planning and Design Phase:*

1. Review the program furnished by the District to ascertain the requirement of the project and shall confirm such requirements with governing agencies and District for design concepts and approvals.
2. Assist District in processing of Design Documents through the Governing Agency.

#### *Design Development, and Construction Document Phase:*

1. Implementation of College program requirements.
2. Development and preparation of construction documents, consisting of drawings and details as required for the construction and building permits.
3. Assist District with Development of Specifications.
4. Make required corrections and coordinate with governmental agencies for approvals and building permits.
5. Provide onsite assistance and observation as needed to ascertain that construction is in general conformance with the intent of the construction documents. Six (6) observations are included. Other billed hourly as approved by District.
6. Assist the District during project bidding to determine "or-equal" and status of products. Prepare addendum as needed to clarify certain aspects or questions which may arise during bidding.
7. Assist District in filing the required documents for approval of governing agencies having jurisdiction of the project for building permits.

#### *Exclusions (Services Not Included):*

1. Site surveys and availability of utilities, site and street improvements plans and engineering (Unknown at this time).
2. District requested revisions during the preparation of construction drawings upon design development approvals.
3. Acoustical analysis and environmental impact studies.

4. Geotechnical investigation report (soils).
5. Fire sprinkler design and calculations if required.
6. Signage design.
7. Providing financial feasibility or other special studies.
8. Providing detailed estimates of construction cost or detailed quantity surveys or inventories of material, equipment and labor.
9. Making revisions in drawings, specification or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond Consultant's control.
10. Providing any other service not otherwise included in this agreement or not customarily furnished in accordance with generally accepted architectural practice.
11. Governmental processing fees and permit fees.
12. Construction contract administration.
13. Post construction services.
14. Other services not related to design processing.
15. Construction bid coordination.
16. Governmental processing for approvals.
17. Prefab, truss calculations and design if utilized (to be provided by manufacturer).
18. Fire hydrant (fire flow calculations).
19. As-built drawings. (record drawings)
20. Preparation of Construction change orders.
21. 3-D renderings.

*Proposed Fees:*

Fee shall be a fixed amount of \$82,500.00 (Eighty Two Thousand Five Hundred Dollars and no/100).

An additional amount of \$3,500.00 (Three Thousand Five Hundred Dollars) to cover reimbursable printing costs for bidding and plan check documents. Billing shall be submitted for printing at Consultants direct cost +15%.



## Exhibit II

# higginson+cartozian architects, inc.

architecture ♦ planning ♦ design

david higginson, aia, ceo

darryl k. cartozian, cfo

## PROPOSAL/CONTRACT TO PROVIDE ARCHITECTURAL SERVICES

### Scope of Services

Modular Building Re-Distribution and Re-Configuration for the Riverside City Campus (Including ECS, Baseball, Softball and Auto Tech). Design for the removal and re-distribution of modular classrooms and related site work to the re-establishment of walks and field areas. Preparation of drawings in suitable detail to obtain DSA Approval and competitive bids for the removal and re-configuration of said structures. Inclusive of Architectural, Landscape, Civil and Electrical Engineering.

### Services to Include:

#### *Planning and Design Phase:*

1. Review the program furnished by the District to ascertain the requirement of the project and shall confirm such requirements with governing agencies and District for design concepts and approvals.
2. Assist District in processing of Design Documents through the Governing Agency.

#### *Design Development, and Construction Document Phase:*

1. Implementation of College program requirements.
2. Development and preparation of construction documents, consisting of drawings and details as required for the construction and building permits.
3. Assist District with Development of Specifications.
4. Make required corrections and coordinate with governmental agencies for approvals and building permits.
5. Provide onsite assistance and observation as needed to ascertain that construction is in general conformance with the intent of the construction documents. Six (6) observations are included. Other billed hourly as approved by District.
6. Assist the District during project bidding to determine "or-equal" and status of products. Prepare addendum as needed to clarify certain aspects or questions which may arise during bidding.
7. Assist District in filing the required documents for approval of governing agencies having jurisdiction of the project for building permits.

#### *Exclusions (Services Not Included):*

1. Site surveys and availability of utilities, site and street improvements plans and engineering (Unknown at this time).
2. District requested revisions during the preparation of construction drawings upon design development approvals.

3. Acoustical analysis and environmental impact studies.
4. Geotechnical investigation report (soils).
5. Fire sprinkler design and calculations if required.
6. Signage design.
7. Providing financial feasibility or other special studies.
8. Providing detailed estimates of construction cost or detailed quantity surveys or inventories of material, equipment and labor.
9. Making revisions in drawings, specification or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond Consultant's control.
10. Providing any other service not otherwise included in this agreement or not customarily furnished in accordance with generally accepted architectural practice.
11. Governmental processing fees and permit fees.
12. Construction contract administration.
13. Post construction services.
14. Other services not related to design processing.
15. Construction bid coordination.
16. Governmental processing for approvals.
17. Prefab, truss calculations and design if utilized (to be provided by manufacturer).
18. Fire hydrant (fire flow calculations).
19. As-built drawings. (record drawings)
20. Preparation of Construction change orders.
21. 3-D renderings.

*Proposed Fees:*

Fee shall be a fixed amount of \$88,500.00 (Eighty Eight Thousand Five Hundred Dollars and no/100).

An additional amount of \$3,500.00 (Three Thousand Five Hundred Dollars) to cover reimbursable printing costs for bidding and plan check documents. Billing shall be submitted for printing at Consultants direct cost +15%.