

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
TEACHING AND LEARNING COMMITTEE

August 14, 2007 – 5:00 p.m.

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

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

AGENDA

VI. Board Committee Reports

A. Teaching and Learning

1. Memorandums of Understanding with College of the Desert and Palo Verde Community College District
- Committee to review the memorandums for reimbursement of expenses incurred in facilitating and directing the implementation of a work plan for Tech Prep. The terms of the memorandums are July 1, 2007 through June 30, 2008.
2. CalWORKs Work Study Agreement with Employer
- Committee to review the blanket agreement to provide employers for the CalWORKs work study program. The term of the agreement is July 1, 2007 through June 30, 2008.
3. Agreement with California Community Colleges Chancellor's Office for the CalWORKs Program
- Committee to review the agreement to provide specialized services to enhance and support statewide community college CalWORKs programs. The term of the agreement is July 1, 2007 through June 30, 2008.

4. Sublease Agreement with County of Riverside Economic Development Agency
 - Committee to review the agreement to provide facilities to operate the Culinary Academy. The term of the agreement is July 1, 2007 through June 30, 2008.
5. Amendment to the Agreement with California State University Fullerton Auxiliary Services Corporation
 - Committee to review the agreement for the TriTech Small Business Development Center to provide business counseling and training services. The term of this agreement is January 1, 2006 through December 31, 2007.
6. Sabbatical Leave Request
 - Committee to review the sabbatical leave request for spring 2008.
7. Agreement with North County Vending, Inc.
 - Committee to review the agreement to provide food, beverages, supplies, and equipment for vended food services. The term of this agreement is August 22, 2007 through June 30, 2012.
8. Agreement with Doris Griffin
 - Committee to review the agreement to provide services and produce deliverables that will expand the electronic degree audit to include coursework from other institutions. The term of this agreement is August 22, 2007 through June 30, 2008.
9. Agreement with Turbo Data Systems, Inc.
 - Committee to review the agreement to provide processing of parking citations. The term of the agreement is August 22, 2007 through June 30, 2008.
10. 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: August 21, 2007

Subject: Memorandums of Understanding with College of the Desert and Palo Verde
Community College District

Background: Attached for the Board's review and consideration are two Memorandums of Understanding between Riverside Community College District, as fiscal agents for the Riverside County Tech Prep Consortium, and College of the Desert (COD) and Palo Verde Community College District (PVCCD), partners in the Consortium. The MOUs are for the reimbursement of expenses incurred by COD and PVCCD in facilitating and directing the implementation of a coordinated work plan designed to more fully develop the academic, vocational, and technical skills of secondary and postsecondary students who elect to enroll in vocational and technical education programs. This is accomplished through linking secondary and post-secondary education in a non-duplicative sequential course of study leading to an associate degree or a certificate in specific career field, and to high skill, high wage employment or further education; strengthening the applied academic component of vocational and technical education through the integration of academic and vocational and technical instruction; providing technical and career preparation; and building student competence in mathematics, science and communications in a coherent sequence of courses. The terms of the MOUs are from July 1, 2007 through June 30, 2008, for amounts estimated at \$64,145.00 (COD) and \$64,000.00 (PVCCD). Funding source: Carl D. Perkins Career and Technical Education Improvement Act of 2006, Title II, Tech Prep Consortium grant.

Recommended Action: It is recommended that the Board of Trustees ratify the Memorandums of Understanding, for the periods of July 1, 2007 through June 30, 2008, for amounts estimated at \$128,145.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the memorandums.

James L. Buysse
Interim Chancellor

Prepared by: Ron Vito
Associate Vice Chancellor, Occupational Education

MEMORANDUM OF UNDERSTANDING

Riverside Community College District
and
College of the Desert

This memorandum of understanding is made and entered into this 1st day of July, 2007, by and between Riverside Community College District, hereinafter referred to as RCCD, and College of the Desert, hereinafter referred to as COD. The term of this MOU is July 1, 2007, through June 30, 2008.

On behalf of the three colleges which comprise the Riverside County Tech Prep Consortium (College of the Desert, Palo Verde College, and Riverside Community College), RCCD is annually awarded a Carl D. Perkins Career and Technical Education Improvement Act of 2006 - Title II Tech Prep Education grant from the California Community Colleges Chancellor's Office. The purpose of the Consortium is to facilitate and direct the implementation of a coordinated work plan designed to develop more fully the academic, vocational, and technical skills of secondary students and postsecondary students who elect to enroll in vocational and technical education programs. This is accomplished through linking secondary education and post-secondary education in a non-duplicative sequential course of study leading to an associate degree or a certificate in specific career field, and to high skill, high wage employment or further education; strengthening the applied academic component of vocational and technical education through the integration of academic and vocational and technical instruction; providing technical and career preparation; and building student competence in mathematics, science and communications in a coherent sequence of courses.

Total payment to COD to carry out the Tech Prep Workplan is projected to be \$64,145 over the term of this Agreement. Payment is contingent upon satisfactory performance as defined by achievement of the objectives as indicated in Exhibit A, Scope of Services (Project Workplan). The Terms and Conditions of Grant Agreement No. 07-139-056 between RCCD and the California Community Colleges Chancellor's Office are incorporated into this agreement by reference. At a minimum, COD will submit invoices and program progress reports by the 10th day following the end of each quarter to RCCD for activities and grant-funded expenses incurred under the terms of this agreement. Reporting will be submitted on forms provided by RCCD to COD and invoices will be accompanied by auditable documentation to support the claimed expenditure.

Both parties agree that:

1. This agreement is subject to change by mutual consent of the RCCD and COD.
2. COD shall hold harmless, indemnify and defend RCCD against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of COD, its employees, or agents, resulting from the performance of the agreement.
3. RCCD shall hold harmless, indemnify and defend COD 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.

Signature

College of the Desert

Date

43-500 Monterey Avenue
Palm Desert, CA 92260

Signature

Aaron Brown
Interim Vice Chancellor
Administration and Finance
Riverside Community College District

Date

4800 Magnolia Avenue
Riverside, CA 92506

Board Approval: August 21, 2007

Attachment A
 Memorandum of Understanding

Chancellor's Office
 California Community Colleges
 Grant No. : 07-139-056

STATEMENT OF WORK (ANNUAL WORKPLAN)

Activities	Timelines	Responsible Persons	Outcomes
1.0 Develop non-duplicative sequential courses of study in careers paths that include a minimum of two years of secondary and two years of postsecondary education and lead to an Associate in Science degree and/or college certificate.			
1.1 Identify appropriate faculty from secondary and post-secondary institutions in Allied Health, Office Administration, and Education to participate in pathway development.	July – September 2007	Tech Prep Coordinators	100% of faculty are identified.
1.2 Conduct pathway development meetings with appropriately identified faculty.	September 2007 – March 2008	Tech Prep Coordinators, Faculty	A minimum of one initial meeting is held with each of the three groups. Additional activities are conducted as needed. A minimum of three pathways have been developed and/or revised.
1.3 Create and/or update curriculum as necessary.	September 2007 – March 2008	Faculty	Curriculum is approved and is in place.
1.4 Identify opportunities for course-to-course articulation and conduct appropriate activities to create new and/or update existing agreements. Work with Statewide Career Pathways articulation project on regional articulation.	September 2007 – March 2008	Faculty, O'Donnell, Pehkonen	Signed articulation agreements are in place. Counselors, faculty, and students are informed of new and/or revised agreements.
1.5 Design and print appropriate materials to promote Tech Prep pathways.	February – May 2008	Tech Prep Coordinators	Tech Prep materials are printed and disseminated to all partnering secondary sites. Tech Prep materials are available in locations where students are likely to seek information.
1.6 Meet with counselors and other student support personnel to inform them of new Tech Prep pathways.	February – May 2008	Tech Prep Coordinators	A minimum of one contact from each partnering secondary school site has been identified and contacted.

*Limit one (1) objective per page. List objectives according to numerical order, i.e., 1.0. Activities should have corresponding numbers (i.e., 1.1, 1.2, 1.3 . . .)

STATEMENT OF WORK (ANNUAL WORKPLAN)

Activities	Timelines	Responsible Persons	Outcomes
<p>OBJECTIVE NUMBER: 2.0 Provide professional development opportunities for teachers, counselors, and staff designed to enable them to effectively implement the Tech Prep program.</p> <p>2.1 Organize and host Math & Science workshop at College of the Desert. The workshop will introduce teaching strategies to secondary and post-secondary faculty and staff designed to help improve Tech Prep students' test scores.</p>	Spring 2008	O'Donnell	One Math & Science workshop is held. 100% of data is collected from workshop participants to gauge effectiveness of workshop.
2.2 Host and/or actively participate in Counselor-to-Counselor Workshops to promote Tech Prep programs, including middle school counselors and other student service personnel.	October 2007 – March 2008	O'Donnell, Pehkonen	Counselors and guidance staff at partnering institutions will be provided information about Tech Prep and articulation.
2.3 Partner with the Desert Regional Tech Prep Collaborative to offer additional staff development activities appropriate for the consortium	September 2007 – May 2008	Tech Prep Coordinators, Advisory Committee	Conduct two professional development activities.
2.4 Develop and implement process for participants in staff development activities to provide feedback to the consortium about the value of the activity.	July 2007 – June 2008	Tech Prep Coordinators	Evaluation/surveys completed.

*Limit one (1) objective per page. List objectives according to numerical order, i.e., 1.0. Activities should have corresponding numbers (i.e., 1.1, 1.2, 1.3 ...)

STATEMENT OF WORK (ANNUAL WORKPLAN)

Activities	Timelines	Responsible Persons	Outcomes
OBJECTIVE NUMBER *: 3.0 Develop new or enhance existing partnerships to ensure that the Tech Prep program is effective and programmatic elements are institutionalized where appropriate.			
3.1 Meet with faculty at secondary and postsecondary institutions to identify and recruit business and industry representatives as members of the Tech Prep advisory.	July 2007 – June 2008	Tech Prep Coordinators	Meetings held and contacts identified.
3.2 Develop and implement industry specific Tech Prep advisory committees.	September 2007 – March 2008	Pehkonen	Industry specific advisories in Allied Health are developed and have met a minimum of two times during the year.
3.3 Schedule and host Tech Prep Advisory meetings.	September 2007 – March 2008	Tech Prep Coordinators	A minimum of 3 Tech Prep advisory meetings held during the year (one each at College of the Desert, Palo Verde, and Riverside).
3.4 Continue to work with the Coachella Valley Economic Partnership on the Allied Health Initiative	July 2006 – June 2008	O'Donnell	Articulation agreements between K-12 and College of the Desert have been explored and developed as appropriate.
3.5 Continue to represent College of the Desert and the Tech Prep consortium as a member of the Education Committee with Cathedral City Chamber of Commerce.	July 2006 – June 2008	O'Donnell	Increased and strengthened industry partnerships.
Collaborate with Tech Prep partners to develop 5-year Perkins Tech Prep plan.	September 2007 – December 2007	Tech Prep Coordinators	5-year plan is developed.
Partner with Desert Regional Tech Prep Collaborative and Desert Regional Consortium to develop strategies to meet requirements of AB2448.	July 2007 – June 2008	Tech Prep Coordinators	Strategic plan developed.
Partner with SB70 grants where appropriate.	July 2007 – June 2008	Pehkonen	Meetings and activities held.

*Limit one (1) objective per page. List objectives according to numerical order, i.e., 1.0. Activities should have corresponding numbers (i.e., 1.1, 1.2, 1.3 . . .)

STATEMENT OF WORK (ANNUAL WORKPLAN)

Activities	Timelines	Responsible Persons	Outcomes
<p>OBJECTIVE NUMBER*: 4.0 Identify and implement strategies to integrate existing student support structures, including work-based learning, into Tech Prep programs and to identify ways to institutionalize Tech Prep into the support structures of all partnering institutions.</p>			
<p>4.1 Continue to meet regularly with a core group of secondary and post secondary personnel (to include Tech Prep coordinators, faculty, administrators, counselors and student support personnel) to ensure the ongoing effective dissemination of Tech Prep. Institutionalize Tech Prep activities, as appropriate.</p>	<p>July 2007 – June 2008</p>	<p>Pehkonen</p>	<p>Meetings are held throughout year as necessary. Plan is developed and is in place for ongoing dissemination of information.</p>
<p>4.2 Work collaboratively with the College of the Desert Work Experience and Internship Program.</p>	<p>September 2007 – May 2008</p>	<p>O'Donnell</p>	<p>Increased the opportunities for stronger student relationships with business and industry partners</p>
<p>4.3 Continue to offer career center activities and services to vocational students at Palo Verde college.</p>	<p>October 2007 – March 2008</p>	<p>Walters</p>	<p>Comprehensive career center is operational at Palo Verde College.</p>
<p>4.46 Continue to update Tech Prep websites.</p>	<p>July 2007 – June 2008</p>	<p>Pehkonen, Walters</p>	<p>Tech Prep websites are accessible to all interested parties and contain current information.</p>

*Limit one (1) objective per page. List objectives according to numerical order, i.e., 1.0. Activities should have corresponding numbers (i.e., 1.1, 1.2, 1.3 . . .)

MEMORANDUM OF UNDERSTANDING

Riverside Community College District
and
Palo Verde Community College District

This memorandum of understanding is made and entered into this 1st day of July, 2007, by and between Riverside Community College District, hereinafter referred to as RCCD, and Palo Verde Community College District, hereinafter referred to as PVCCD. The term of this MOU is July 1, 2007, through June 30, 2008.

On behalf of the three colleges which comprise the Riverside County Tech Prep Consortium (College of the Desert, Palo Verde College, and Riverside Community College), RCCD is annually awarded a Carl D. Perkins Career and Technical Education Improvement Act of 2006 - Title II Tech Prep Education grant from the California Community Colleges Chancellor's Office. The purpose of the Consortium is to facilitate and direct the implementation of a coordinated work plan designed to develop more fully the academic, vocational, and technical skills of secondary students and postsecondary students who elect to enroll in vocational and technical education programs. This is accomplished through linking secondary education and post-secondary education in a non-duplicative sequential course of study leading to an associate degree or a certificate in specific career field, and to high skill, high wage employment or further education; strengthening the applied academic component of vocational and technical education through the integration of academic and vocational and technical instruction; providing technical and career preparation; and building student competence in mathematics, science and communications in a coherent sequence of courses.

Total payment to PVCCD to carry out the Tech Prep Workplan is projected to be \$64,000 over the term of this Agreement. Payment is contingent upon satisfactory performance as defined by achievement of the objectives as indicated in Exhibit A, Scope of Services (Project Workplan). The Terms and Conditions of Grant Agreement No. 07-139-056 between RCCD and the California Community Colleges Chancellor's Office are incorporated into this agreement by reference. At a minimum, PVCCD will submit invoices and program progress reports by the 10th day following the end of each quarter to RCCD for activities and grant-funded expenses incurred under the terms of this agreement. Reporting will be submitted on forms provided by RCCD to PVCCD and invoices will be accompanied by auditable documentation to support the claimed expenditure.

Both parties agree that:

7. This agreement is subject to change by mutual consent of the RCCD and PVCCD.
8. PVCCD shall hold harmless, indemnify and defend RCCD against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of OCD, its employees, or agents, resulting from the performance of the agreement.
9. RCCD shall hold harmless, indemnify and defend PVCCD 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.
10. Either party may terminate this agreement at any time upon 15 days advance written notice to the other.
11. This agreement is not assignable without the consent of both parties hereto.
12. 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.

Signature

Palo Verde Community College District

Date

One College Drive
Blythe, CA

Signature

Aaron Brown
Interim Vice Chancellor
Administration and Finance
Riverside Community College District

Date

4800 Magnolia Avenue
Riverside, CA 92506

Board Approval: August 21, 2007

Attachment A
 Memorandum of Understanding

Chancellor's Office
 California Community Colleges
 Grant No. : 07-139-056

STATEMENT OF WORK (ANNUAL WORKPLAN)

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STATEMENT OF WORK (ANNUAL WORKPLAN)

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2.2 Host and/or actively participate in Counselor-to-Counselor Workshops to promote Tech Prep programs, including middle school counselors and other student service personnel.	October 2007 – March 2008	O'Donnell, Pehkonen	Counselors and guidance staff at partnering institutions will be provided information about Tech Prep and articulation.
2.3 Partner with the Desert Regional Tech Prep Collaborative to offer additional staff development activities appropriate for the consortium	September 2007 – May 2008	Tech Prep Coordinators, Advisory Committee	Conduct two professional development activities.
2.4 Develop and implement process for participants in staff development activities to provide feedback to the consortium about the value of the activity.	July 2007 – June 2008	Tech Prep Coordinators	Evaluation/surveys completed.

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STATEMENT OF WORK (ANNUAL WORKPLAN)

Activities	Timelines	Responsible Persons	Outcomes
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3.4 Continue to work with the Coachella Valley Economic Partnership on the Allied Health Initiative	July 2006 – June 2008	O'Donnell	Articulation agreements between K-12 and College of the Desert have been explored and developed as appropriate.
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STATEMENT OF WORK (ANNUAL WORKPLAN)

Activities	Timelines	Responsible Persons	Outcomes
<p>OBJECTIVE NUMBER*: 4.0 Identify and implement strategies to integrate existing student support structures, including work-based learning, into Tech Prep programs and to identify ways to institutionalize Tech Prep into the support structures of all partnering institutions.</p>			
<p>4.1 Continue to meet regularly with a core group of secondary and post secondary personnel (to include Tech Prep coordinators, faculty, administrators, counselors and student support personnel) to ensure the ongoing effective dissemination of Tech Prep. Institutionalize Tech Prep activities, as appropriate.</p>	<p>July 2007 – June 2008</p>	<p>Pehkonen</p>	<p>Meetings are held throughout year as necessary. Plan is developed and is in place for ongoing dissemination of information.</p>
<p>4.2 Work collaboratively with the College of the Desert Work Experience and Internship Program.</p>	<p>September 2007 – May 2008</p>	<p>O'Donnell</p>	<p>Increased the opportunities for stronger student relationships with business and industry partners</p>
<p>4.3 Continue to offer career center activities and services to vocational students at Palo Verde college.</p>	<p>October 2007 – March 2008</p>	<p>Walters</p>	<p>Comprehensive career center is operational at Palo Verde College.</p>
<p>4.46 Continue to update Tech Prep websites.</p>	<p>July 2007 – June 2008</p>	<p>Pehkonen, Walters</p>	<p>Tech Prep websites are accessible to all interested parties and contain current information.</p>

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RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: VI-A-2

Date: August 21, 2007

Subject: CalWORKs Work Study Agreement with Employer

Background: Attached for the Board's review and consideration is a blanket work study agreement to be used between Riverside Community College District and employers who hire CalWORKs eligible students. Funding in the amount of \$37,080.00 has been provided for the Work Study Program by the California Community College Chancellor's Office. Beginning July 1, 2007 through June 30, 2008, the funding will provide for reimbursement of up to half of the students' earnings for a period of up to four months excluding payment for vacation time, holiday pay, sick leave, union dues, jury duty, or any employer taxes. The wage reimbursement incentive is expected to facilitate the job placement of CalWORKs students by Workforce Preparation staff. In order to quickly fill employer needs, these work study agreements for individual students would be signed by the Associate Vice Chancellor of Workforce Development. This will allow CalWORKs students the opportunity to immediately meet their work participation requirements as specified by Riverside County Department Public Social Services.

Recommended Action: It is recommended that the Board of Trustees approve use of the attached work study agreement for the period from July 1, 2007 through June 30, 2008, and authorize the Associate Vice Chancellor, Workforce Development, to sign the individual work study agreements for CalWORKs eligible students.

James L. Buysse
Interim Chancellor

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

CalWORKs WORK STUDY ASSURANCES

1. EMPLOYER will comply with all requirements of the CalWORKs Work Study Program and with all related Laws, Regulations and Policies.
2. The employer assures compliance with state and federal guidelines and regulations regarding non-discrimination against any employee/student on the basis of race, religion, gender, disability, medical condition, marital status, age, or sexual orientation in recruitment, placement, task assignment, hours of employment, levels of responsibility and pay. Harassment of any employee/student with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.
3. The work study employment will not involve political activities.
4. STUDENT/EMPLOYEE will not be employed in the construction, operation or maintenance of any part of any facility which is used for religious instruction or worship.
5. The program will not result in the displacement of employed workers or impair existing contracts for service.
6. Job openings under this program do not result from the termination of other employees in anticipation of receiving subsidies under this program.
7. No STUDENT/EMPLOYEE shall be placed in a position affected by a labor dispute involving a work stoppage, and no payment shall be made to the EMPLOYER for the training and employment of STUDENT/EMPLOYEE during the period of work stoppage.
8. STUDENT/EMPLOYEE shall be compensated by the EMPLOYER at such rates, including periodic increases, as are reasonable considering such factors as industry, geographic region and STUDENT/EMPLOYEE proficiency. In no event shall the rate be less than the highest of the following:
 - (a) the minimum wage rate specified in Section 6(a)(1) of the Fair Labor Standard Acts
 - (b) the minimum wage rate prescribed by applicable state or local law
 - (c) the CalWORKs Work Study Program agreement.
9. EMPLOYER will invoice RCCD for reimbursement of STUDENT/EMPLOYEE'S earnings on a monthly basis, providing RCCD copies of STUDENT/EMPLOYEE'S pay stubs and EMPLOYER'S earnings record for STUDENT/EMPLOYEE.
10. The EMPLOYER will maintain workers' compensation insurance to cover the STUDENT/EMPLOYEE for any injuries sustained while employed by the EMPLOYER. The EMPLOYER will provide evidence of such insurance to RCCD.
11. The EMPLOYER will maintain commercial general liability insurance, auto liability insurance and/or garage liability insurance, as appropriate, to cover any claims damages, losses, causes of action or demands, or any other liability in connection with or in any manner arising out of the EMPLOYER'S performance of the work contemplated by the CWWS agreement.
12. The CWWS agreement may be terminated or funds suspended in whole or in part for cause, including failure of the EMPLOYER to comply with the terms or conditions of the agreement.
13. If the CWWS position is covered by a collective bargaining agreement, EMPLOYER shall obtain written concurrence of the appropriate labor organization.
14. All records pertinent to the program, including payroll records, shall be maintained for a period of five (5) years from the expiration date of the CWWS agreement. Records pertaining to unresolved audit findings must be maintained until final resolution of the audit.

15. EMPLOYER agrees to indemnify and hold harmless RCCD CalWORKs and its' employees and agents from all claims, damages, losses, causes of action and demands, or any other liability in connection with or in any manner arising out of the EMPLOYER'S performance of the work contemplated by the CWWS agreement.

Signature of Employer

Date

CALWORKS WORK STUDY PRE-AWARD REVIEW

EMPLOYER:	
ADDRESS:	
CONTACT PERSON:	TELEPHONE NO.:

FEDERAL I.D.:	STATE I.D.:
WORKERS COMPENSATION CARRIER:	
WORKERS COMPENSATION POLICY #:	

STUDENT/EMPLOYEE NAME:	JOB TITLE:
STUDENT/EMPLOYEE SOCIAL SECURITY #:	

CHECKLIST

	YES *	NO
Are there any working conditions that would endanger the health/safety of an employee?		
Is the CWWS position under a lay-off or hiring freeze?		
Is the CWWS position seasonal or intermittent?		
Is the training wage based on commission or piece work?		
Does the CWWS position require a license or certification?		

*All YES responses require explanations in the comments section

COMMENTS

 Signature of CalWORKs Representative

 Date

CONTRACT#

CALWORKS WORK STUDY
REQUEST FOR REIMBURSEMENT SHEET

COMPANY:	CONTACT PERSON:
ADDRESS:	PHONE
STUDENT/EMPLOYEE:	SOCIAL SECURITY:
OCCUPATION:	CONTRACT ENDING DATE:

The Student/Employee named above has completed _____ hours of training for the month of _____.

I certify that the above information is correct and have attached payroll records to verify the training hours and wages paid.

I request payment of \$_____ according to the terms of the work study agreement.

Employer Signature

Date

I certify that I have worked the number of hours and received the training as indicated above.

Student/Employee Signature

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: VI-A-3

Date: August 21, 2007

Subject: Agreement with California Community Colleges Chancellor's Office for the CalWORKs Program

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and the California Community College Chancellor's Office to provide specialized services to enhance and support statewide community college CalWORKs Programs. Riverside Community College District will act as the fiscal agent for these funds in order for the California Community College Chancellor's Office to provide these services.

These funds will be used to engage in a variety of technical assistance projects and activities. These activities will include budget management and purchasing for regional and statewide coordination and consultation, consulting services, reproduction and dissemination of reports and materials and administrative support. The award provides for up to 20 CalWORKs directors/coordinators to participate in a peer review process to evaluate program plans submitted and to provide feedback to each college on the quality and comprehensiveness of the plan submitted. Total payment under this agreement shall not exceed \$144,100.00, for the period from July 1, 2007 through June 30, 2008. Funding source: California Community Colleges Chancellor's Office.

Recommended Action: It is recommended that the Board of Trustees approve the attached agreement with California Community Colleges Chancellor's Office for the period from July 1, 2007 through June 30, 2008, in the amount of \$144,100.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement.

James L. Buysse
Interim Chancellor

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

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

AGREEMENT NUMBER 07-0031
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Chancellor's Office, California Community Colleges

CONTRACTOR'S NAME

Riverside Community College District


2. The term of this Agreement is: July 1, 2007 through June 30, 2008

3. The maximum amount of this Agreement is: \$ 144,100.00


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

Exhibit A – Scope of Work	1 page(s)
Exhibit B – Budget Detail and Payment Provisions	2 page(s)
Exhibit C – General Terms and Conditions (Attached hereto as part of this Agreement)	7 page(s)
Exhibit D – Special Terms and Conditions (Attached hereto as part of this Agreement)	12 page(s)
Exhibit E – Request for Proposals (Attached hereto as part of this Agreement)	0 page(s)
Exhibit F – Contractor's Proposal (Attached hereto as part of this Agreement)	2 page(s)
Exhibit G – Contractor's Cost Proposal (Attached hereto as part of this Agreement)	3 page(s)
Exhibit H – Contractor Certification Clauses, Chancellor's Office Form CCC-1005 (Attached hereto as part of this agreement)	5 page(s)
Exhibit I – Additional Provisions	0 page(s)

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

CONTRACTOR		Chancellor's Office, California Community Colleges Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Riverside Community College District		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 4800 Magnolia Ave., Riverside, CA 92506		
STATE OF CALIFORNIA		
AGENCY NAME		

Chancellor's Office, California Community Colleges

BY (Authorized Signature)	DATE SIGNED(Do not type)	Exempt from DGS approval pursuant to AB 1441, Chapter 36 of the Statutes of 2000
 PRINTED NAME AND TITLE OF PERSON SIGNING Steven Bruckman, Executive Vice Chancellor		
ADDRESS 1102 Q Street, Sacramento, CA 95814		

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 144,100.00	PROGRAM/CATEGORY (CODE AND TITLE)			FUND TITLE	
	Local Assistance (OPTIONAL USE)			General	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	ITEM	CHAPTER	STATUTE	FISCAL YEAR	
	6870-101-0001(6)		2007	2007-08	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 144,100.00	OBJECT OF EXPENDITURE (CODE AND TITLE)				
					0214-751-21450
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER			DATE		

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Services to Be Provided

Contractor agrees to provide to the Chancellor's Office of the California Community Colleges (hereinafter referred to as the Chancellor's Office) the services specified in the Contractor's Proposal, Exhibit F, and as further described herein. Exhibit F is attached hereto and by reference made a part of this Agreement.

2. Project Representatives

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

Chancellor's Office: Project Monitor	Contractor: Project Director
Name: Patricia Servin-Lemus	Name: Michael Wright
Phone: (916) 327-5890	Phone: (951) 222-8968
Fax: (916) 324-6701	Fax:

Direct inquiries regarding terms or conditions of the agreement should be made to:

Chancellor's Office: Contract Manager	Contractor: Riverside CCD
Name: Wendy Lozoya	Name: Michael Wright
Address: 1102 Q Street, Sacramento, CA 95814	Address: 4800 Magnolia Ave., Riverside, CA 92506
Phone: (916) 327-5906	Phone: (951) 222-8968
Fax: (916) 323-9478	Fax:

3. Contractor's Project Director and Key Personnel

Substitution of Contractor's Project Director, as indicated in provision 2. above, or Contractor's key personnel, as indicated in the Contractor's Proposal (Exhibit F), may not be made without the prior written approval of the Chancellor's Office Project Monitor.

4. Chancellor's Office Project Monitor

The Project Monitor is responsible for overseeing the project as a whole, and any questions or problems relating to the project should be directed to the Project Monitor. If necessary, the Chancellor's Office may change the Project Monitor by written notice sent to the Contractor.

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

5. Chancellor's Office Contract Manager

The Chancellor's Office may change the Contract Manager by written notice given to the Contractor. Any questions relating to the terms or conditions of the Agreement document should be addressed to the Contract Manager.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Costs and Payments

- a. In consideration of satisfactory performance of this Agreement, the Chancellor's Office agrees to pay the Contractor costs in accordance with the Contractor's Cost Proposal, Exhibit G, which is also attached hereto and by reference made a part of this Agreement.
- b. The total amount payable under this Agreement shall not exceed the maximum amount of this Agreement, specified on the face page of this Agreement. Payment shall be made according to the apportionment schedule set forth in the California Code of Regulations, title 5, section 58870, except that the final payment will not be made until the final report has been submitted and approved. If the final report is not submitted by the deadline date set forth in section 6 of Exhibit D, the Chancellor's Office may make the final payment through a claim schedule. If total expenditures are less than the apportionment payments, the Chancellor's Office may invoice the Contractor for the excess amount.

2. Budget Changes

Changes in budget line item amounts which are up to and including ten percent of the total budget amount may be made with the prior written approval of the Project Monitor. Changes in budget line item amounts which are greater than ten percent of the total budget amount may be made only through a written and duly executed amendment to this Agreement.

3. Budget Contingency Clause

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of state or federal funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after the determination was made.
- b. It is mutually agreed that if the state or federal budget for the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the Chancellor's Office shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

- c. If funding for any fiscal year is reduced or deleted by the state or federal budget for purposes of this program, the Chancellor's Office shall have the option to either cancel this Agreement with no liability occurring to the Chancellors Office, or offer an Agreement Amendment to Contractor to reflect the reduced amount.
- d. Contractor shall inform any subcontractors that any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.
- e. In addition, this Agreement is subject to any additional restrictions, limitations or conditions enacted in the state or federal budget and/or laws and Executive Orders that may affect the provisions, term, or funding of this Agreement in any manner.

4. Fiscal Reports

Contractor shall furnish detailed itemization of and retain all records relating to direct expenses reimbursed to Contractor hereunder and to hours of employment on this Agreement by any employee of Contractor for which the Chancellor's Office is billed.

Invoices for services rendered are to be delivered to the Accounting Office, California Community Colleges, 1102 Q Street, 4th Floor, Sacramento, CA 95814-6511.

5. Prompt Payment Clause

If Contractor is not a community college district or other public entity, payment will be made in accordance with, and within the time specified in, chapter 4.5 of part 3 of division 3.6 of title 1 of the Government Code, commencing with section 927.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

1. Amendment

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

2. Assignment

Contractor may not transfer by assignment or novation the performance of this Agreement or any part thereof except with the prior written approval of the Project Monitor. Nor may Contractor, without the prior written consent of the Project Monitor, assign any other right that Contractor may have under this Agreement. Each assignment that is approved by the Project Monitor shall contain a provision prohibiting further assignments to any third or subsequent tier assignee without additional written approval by the Project Monitor. The Project Monitor's consent to one or more such assignments or novations shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent assignment or novation.

3. Audit

Contractor agrees that the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code, § 8546.7; Pub. Contr. Code, §§ 10115 et seq.; Cal. Code Regs., tit. 2, § 1896.)

4. Indemnification

Contractor agrees to indemnify, defend and save harmless the State, the Board of Governors of the California Community Colleges, the Chancellor's Office, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all employees, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement. Such defense and payment will be conditional upon the following:

- a. The Chancellor's Office will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b. Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:
 1. When substantial principles of government or public law are involved, when litigation might create precedent affecting future Chancellor's Office operations or liability, or when

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

involvement of the Chancellor's Office is otherwise mandated by law, the Chancellor's Office may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);

2. The Chancellor's Office will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
3. The Chancellor's Office will reasonably cooperate in the defense and in any related settlement negotiations.

5. Disputes

In the event of a dispute, the parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor agrees to file a "Notice of Dispute" with the Chancellor's Office, California Community Colleges, within ten (10) days of discovery of the problem. Within ten (10) days, the Chancellor or his or her designee shall meet with Contractor and the Project Monitor for purposes of resolving the dispute. The decision of the Chancellor shall be final.

In the event of a dispute, the language contained in Exhibits A through D of this Agreement shall prevail over any other language including that contained in any other Exhibits.

Contractor shall continue with the responsibilities under this Agreement during any dispute.

6. Termination

- a. Bankruptcy. In the event proceedings in bankruptcy are commenced against the Contractor, Contractor is adjudged bankrupt or a receiver is appointed and qualifies, then the Chancellor's Office may terminate this Agreement and all further rights and obligations hereunder, by giving five days notice in writing in the manner specified herein. It is recognized by the parties that equipment purchased by Contractor or the Chancellor's Office for this project shall have lien rights held in the name of the Chancellor's Office which shall retain lien rights until the Contractor either returns said equipment to the Chancellor's Office or purchases it as is provided by the terms of this Agreement.
- b. Termination Option. The Chancellor's Office may, at its option, terminate this Agreement at any time upon giving thirty (30) days' advance notice in writing to Contractor in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. In such event, the Chancellor's Office shall pay Contractor for all satisfactory services rendered and expenses incurred prior to such termination which could not by reasonable efforts of Contractor have been avoided, but not in excess of the maximum payable under this Agreement. In such event, Contractor agrees to relinquish possession of equipment purchased for this project to the Chancellor's Office or Contractor may, with approval of the Chancellor's Office, purchase said equipment as provided by the terms of this Agreement.
- c. Event of Breach. In the event of any breach of this Agreement, the Chancellor's Office may, without any prejudice to any of its other legal remedies, terminate this Agreement upon five days' written notice to the Contractor. In the event of such termination the Chancellor's Office may proceed with the work in any manner deemed proper by the Chancellor's Office. The cost to the Chancellor's Office shall be deducted from any sum due the Contractor under this Agreement, and

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

the balance, if any, shall be paid to the Contractor upon demand. Whether or not the Chancellor's Office elects to proceed with the project, Chancellor's Office shall pay Contractor only the reasonable value of the services theretofore rendered by Contractor as may be agreed upon by the parties or determined by a court of law.

- d. Gratuities. The Chancellor's Office may, by written notice to the Contractor, terminate the right of Contractor to proceed under this Agreement if it is found, after notice and hearing by the Chancellor or his or her duly authorized representative, that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the Chancellor's Office with a view toward securing a contract or agreement or securing favorable treatment with respect to awarding or amending or making a determination with respect to the performance of such contract or agreement.

In the event this Agreement is terminated as provided herein, Chancellor's Office shall be entitled to (1) pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and (2) exemplary damages in an amount which shall be not less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee, as a penalty in addition to any other damages to which it may be entitled by law.

The rights and remedies of Chancellor's Office provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

7. Independent Status of Contractor

The Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California or the Chancellor's Office.

8. Recycling Certification

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in Public Contract Code section 12200, in products, materials, goods, or supplies offered or sold to the state in the performance of this Agreement, regardless of whether the product meets the requirements of Public Contract Code section 12209. With respect to printer or duplication cartridges that comply with the requirements of section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply. (Pub. Contr. Code, § 12205.)

9. Nondiscrimination Clause

- a. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age, sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. Contractor and its subcontractors shall insure that the evaluation and treatment

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

of their employees and applicants for employment are free from such discrimination and harassment.

- b. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- c. Contractor and its subcontractors shall also comply with the provisions of Government Code sections 11135-11139.8.
- d. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

10. Certification Clauses

The Contractor Certification Clauses contained in Chancellor's Office form CCC-1005 are hereby incorporated by reference and made a part of this Agreement by this reference, and are attached hereto as Exhibit H.

11. Timeliness

Time is of the essence in this Agreement.

12. Compensation

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

13. Governing Law

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Agreement shall be in Sacramento County, Sacramento, California.

14. Antitrust Claims

The Contractor, by signing this agreement, hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of section 16750 of the Business and Professions Code. (Gov. Code, § 4550(a).)
2. "Public purchasing body" means the State or the subdivision or agency making a public purchase. (Gov. Code, § 4550(b).)
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (chapter 2 (commencing with section 16700) of part 2 of division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. (Gov. Code, § 4552.)
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (Gov. Code, § 4553.)
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (Gov. Code, § 4554.)

15. Child Support Compliance Act

For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code section 7110, that:

- a. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in chapter 8 (commencing with section 5200) of part 5 of division 9 of the Family Code; and
- b. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

16. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

17. Priority Hiring Considerations

If this Agreement includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

18. Union Activities

For all contracts and agreements, except fixed price contracts and agreements of \$50,000 or less, by signing this Agreement Contractor hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Agreement and agrees to the following:

- a. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract or agreement, including a public works contract.
- b. No state funds received under this agreement will be used to assist, promote or deter union organizing.
- c. Contractor will not, for any business conducted under this Agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
- d. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

1. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The Chancellor's Office will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Subcontracts

- a. The Contractor agrees to obtain the written approval of the Project Monitor prior to the selection of subcontractor(s) to perform the services under this Agreement, at which time the Chancellor's Office will inform the Contractor of any applicable legal requirements regarding disabled veteran business enterprise participation requirements and the use of the Request for Proposals primary or two-tier method. Subcontractors specifically identified in this Agreement or the Exhibits attached hereto and which are secured in accordance with applicable legal requirements are deemed to be approved upon execution of this Agreement.
- b. In any event, any additional subcontractor(s) retained by the Contractor shall be selected using procedures reasonably calculated to ensure that cost shall be given substantial weight in the selection process, and that the selected subcontractor is the best qualified party available to provide

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

the required services. Upon request, Contractor shall furnish evidence of compliance with this provision to the Project Monitor. Contractor shall immediately notify the Project Monitor in the event that any subcontract is terminated.

- c. All subcontracts shall contain a provision prohibiting any third or subsequent tier subcontracts without additional written approval by the Project Monitor.
- d. The Project Monitor's consent to one or more subcontracts shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent subcontract.
- e. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Chancellor's Office and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the Chancellor's Office for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is independent from the obligation of the Chancellor's Office to make payments to the Contractor. As a result, the Chancellor's Office shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

3. Subcontract Payments

Contractor shall obtain the written approval of the Project Monitor and the Executive Vice Chancellor, or his/her designee, before making payments under this Agreement to any subcontractors.

4. Notice

Any notice to either party which is required or permitted to be given under this Agreement shall be given by certified mail properly addressed, postage fully prepaid to the address beneath the name of each respective party. Such notice shall be effective when received, as indicated by post office records, or if deemed undeliverable by post office, such notice shall be postponed 24 hours for each such intervening day.

5. Interpretation

In the interpretation of this Agreement, any inconsistencies between the terms of Exhibits A through D and the language of any other Exhibit or document shall be resolved in favor of the terms of Exhibits A through D.

6. Reports

- a. Monthly Progress Reports. Except as otherwise specified by the Chancellor's Office, Contractor shall provide a progress report in writing at least once a month to the Project Monitor. Each progress report shall include, but not be limited to, a statement that the Contractor is or is not on schedule, and any pertinent reports or interim findings. Contractor shall discuss any difficulties or special problems so that remedies can be developed as soon as possible. Contractor shall provide four copies by the tenth of the month following the month to which it relates.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

- b. Final Report. By July 31, 2008, Contractor shall provide the Project Monitor a comprehensive Final Report, a brief summary of same, and a brief (200 words or less), factual abstract of the final report.
1. Summary. The summary shall include a statement of the problem, techniques used to solve the problem, conclusions of the problem, and any additional follow-up or ongoing recommendations. The summary shall be prepared in language and structure easily understood by members of the public who may have limited technical background. Contractor shall provide the Chancellor's Office with ten (10) copies and a reproducible master.
 2. Abstracts. Contractor shall provide a brief (200 words or less), factual abstract of the most significant information contained in the report.

Contractor shall meet with Chancellor's Office staff to present the findings, conclusions, and recommendations. Both the final meeting and final report must be completed on or before the date specified above for submission of the final report.

The Contractor shall be available from July 31, 2008, to and including August 31, 2008, to answer questions pertaining to the Final Report and/or revise the Final Report.

- c. The Chancellor's Office reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Agreement and authorize others to use or reproduce such materials.
- d. All reports are to be delivered to the Project Monitor, Chancellor's Office, California Community Colleges, 1102 Q Street, Sacramento, CA 95814-6511
- e. Any document or written report prepared, in whole or in part, by Contractor or subcontractors, shall contain the numbers and dollar amounts of this Agreement and all subcontracts relating to the preparation of such document or written report. The Agreement and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. (Gov. Code, § 7550(a).)
- f. When multiple documents or written reports are the subject or product of this Agreement, the disclosure section must also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. (Gov. Code, § 7550(b).)
7. Copyright and Intellectual Property
- a. Contractor agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, computer programs, computer software, and/or trademarks or servicemarks first created, developed or produced pursuant to this Agreement, whether by Contractor or subcontractors, shall be and are Work for Hire. All subcontracts shall include a Work for Hire provision by which all materials, procedures, processes, machines, computer programs, computer software, and trademarks or servicemarks produced as a result of this Agreement shall be Work for Hire. All rights, title, and interest in and to the Work first developed under this Agreement or under any subcontract shall be assigned and transferred to the Chancellor's Office. This Work for Hire agreement shall survive the expiration or early termination of this Agreement.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

- b. The copyright for all materials first produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office. Contractor, and all subcontractors and others that produce copyright materials pursuant to this Agreement, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office. The Chancellor's Office shall acknowledge Contractor or its subcontractors, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office may license Contractor or its subcontractors, if any, to reproduce and disseminate copies of such work, provided the licensee agrees not to permit infringement of the copyright by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement.
- c. All materials first developed in draft and in final form pursuant to this Agreement shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.", followed by the year created; and the words "Chancellor's Office, California Community Colleges." Acknowledgment may be given to Contractor or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office or Contractor that the copyright be registered with the U.S. Copyright Office, Contractor will be responsible for applying for, paying the filing fees for, and securing said copyright.
- d. All technical communications and records originated or first prepared by Contractor or its subcontractors, if any, pursuant to this Work for Hire agreement including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not including Contractor's administrative communications and records relating to this Agreement, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.
- e. If it is deemed necessary by either the Chancellor's Office or Contractor that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufactures, or composition of matter, Contractor will be responsible for applying for, paying the filing fees for, and securing said patent. All patents for inventions, processes, machines, manufactures, or compositions of matter developed pursuant to this Agreement shall be issued to the "Chancellor's Office, California Community Colleges." All products and references to patents shall be marked and designated as such as required by law. Acknowledgment may be given to Contractor or the actual inventor(s) in an appropriate manner. The Chancellor's Office agrees to grant a nonexclusive license for such intellectual property to Contractor. Said license shall include the right to use the patent for inventions, processes, machines, manufactures, or compositions of matter derived from those created under this Agreement.
- f. All trademarks and servicemarks first created, developed or acquired pursuant to this Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or Contractor that a trademark or servicemark be registered with state or federal agencies, Contractor will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Agreement shall be issued to the "Chancellor's Office, California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Agreement to Contractor.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

- g. In connection with any license granted pursuant to the preceding paragraphs, Contractor agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Contractor may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.
- h. Any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, computer programs, computer software, and trademarks or servicemarks created, developed or produced pursuant to this Agreement by subcontractors that create works for this Agreement for Contractor are for and are the property of the Chancellor's Office. Contractor shall obtain an acknowledgement of the work for hire performed by these subcontractors that produce intellectual property pursuant to this Agreement, and all rights, title, and interests in such property shall be assigned to the Chancellor's Office from all subcontractors. Contractor shall incorporate the above applicable paragraphs, modified appropriately, into its agreements with subcontractors that create works for this Agreement. No unpaid volunteer or other person shall produce copyright materials under this Agreement without entering into a subcontract between such person(s) and Contractor giving the Chancellor's Office the foregoing rights in exchange for the payment of the sum of at least one dollar (\$1).

8. Public Hearings

If public hearings on the subject matter dealt with in this Agreement are held during the period of the Agreement, Contractor will make available the personnel assigned to this Agreement for the purpose of testifying. Chancellor's Office will reimburse Contractor for compensation and travel of said personnel at the contract rates for such testimony as may be requested by Chancellor's Office.

9. Confidentiality of Data and Reports

- a. To the extent permissible by law, Contractor will not disclose data or disseminate the contents of the final or any preliminary report without the express written permission of the Project Monitor.
- b. Permission to disclose information on one occasion or at public hearings held by the Chancellor's Office relating to the same shall not authorize Contractor to further disclose such information or disseminate the same on any other occasion.
- c. Contractor will not comment publicly to the press or any other media regarding its report, or the actions of the Chancellor's Office on the same, except to Chancellor's Office staff, Contractor's own personnel involved in the performance of this Agreement, or at a public hearing, or in response to questions from a legislative committee.
- d. If requested by Chancellor's Office, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by Chancellor's Office and shall supply Chancellor's Office with evidence thereof.
- e. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and nondisclosure of the same.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

10. Provisions Relating to Data

- a. "Data" as used in this Agreement means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may for example, document research or experimental, developmental or engineering work, or be used to define a design or process or to support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical models, collections or extrapolations of data or information, etc. It may be in machine form such as punched cards, magnetic tape or computer printouts, or may be retained in computer memory.
- b. "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under Contractor's control prior to commencement of performance of this Agreement, and which Contractor has reasonably demonstrated as being of a proprietary nature either by reason of copyright, patent or trade secret doctrines in full force and effect at the time when performance of this Agreement is commenced. The title to "proprietary data" shall remain with the Contractor throughout the term of this agreement and thereafter. As to "proprietary data," the extent of Chancellor's Office access to the same and the testimony available regarding the same shall be limited to that reasonably necessary to demonstrate in a scientific manner to the satisfaction of scientific persons the validity of any premise, postulate or conclusion referred to or expressed in any deliverable hereunder.
- c. "Generated data" is that data which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at the expense of the Chancellor's Office, together with complete documentation thereof, shall be treated hereunder in the same manner as "generated data." "Generated data" shall be the property of the Chancellor's Office unless and only to the extent that it is specifically provided otherwise herein.
- d. "Deliverable data" is that data which under the terms of this Agreement is required to be delivered to the Chancellor's Office and shall belong to the Chancellor's Office.
- e. As to "generated data" which is reserved to Contractor by the express terms hereof and as to any preexisting or "proprietary data" which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, Contractor shall preserve the same in a form which may be introduced as evidence in a court of law at Contractor's own expense for a period of not less than three years after receipt by the Chancellor's Office of the final report herein.
- f. Prior to the expiration of such time and before changing the form of or destroying any such data, Contractor shall notify the Chancellor's Office of any such contemplated action and Chancellor's Office may, within thirty (30) days after said notification, determine whether it desires said data to be further preserved. If Chancellor's Office so elects, the expense of further preserving said data shall be paid for by the Chancellor's Office. Contractor agrees that Chancellor's Office may at its own expense have reasonable access to said data throughout the time during which said data is preserved. Contractor agrees to use his or her best efforts to furnish competent witnesses or to identify such competent witnesses to testify in any court of law regarding said data.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

11. Ownership of Data And Reports

Data developed for this Agreement shall become the property of the Chancellor's Office. It shall not be disclosed without the permission of the Project Monitor. Each report shall also become the property of the Chancellor's Office and shall not be disclosed except in such manner and such time as the Project Monitor may direct.

12. Approval of Products and Deliverables

- a. Each deliverable to be provided under this Agreement shall be submitted to and approved by the Project Monitor. All products, documents and published materials, including multimedia presentations, shall be approved by the Project Monitor prior to distribution.
- b. All products resulting from this Agreement or its subcontracts in whole or in part shall reference the Chancellor's Office, California Community Colleges and the specific funding source.
- c. All references to the project shall include the phrase, "funded in part by the Chancellor's Office, California Community Colleges."

13. Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the Chancellor's Office to enforce at any time any of the provisions of this Agreement, or to require at any time performance by Contractor of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Agreement or any part thereof or the right of Chancellor's Office to thereafter enforce each and every such provision.

14. Work by Chancellor's Office Personnel

Staff of the Chancellor's Office will be permitted to work side by side with Contractor's staff to the extent and under conditions that may be directed by the Project Monitor. In this connection, staff of the Chancellor's Office will be given access to all data, working papers, subcontracts, etc., which Contractor may seek to utilize.

Contractor will not be permitted to utilize staff of the Chancellor's Office for the performance of services that are the responsibility of Contractor unless such utilization is previously agreed to in writing by the Project Monitor, and any appropriate adjustment in price is made. No charge will be made to Contractor for the services of employees of the Chancellor's Office while performing, coordinating or monitoring functions.

15. Changes in the Timing of Performance of Tasks

The timing for performance of the tasks may be changed by written approval of the Project Monitor. However, the date for completion of the Agreement and the total Agreement price, as well as all other terms not specifically excepted, may only be altered by formal amendment of this Agreement.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

16. Travel and Per Diem

- a. For purposes of payment, Contractor's headquarters shall be the city designated in the signature block. Travel outside the State of California shall not be reimbursed without the prior written authorization of the Project Monitor, or unless otherwise expressly so provided in the terms of this Agreement.
- b. The travel and per diem rates allowed for Contractor, staff, and subcontractors shall be those currently set forth by the Department of General Services (see State Administrative Manual (SAM) chapter 0700 and Appendix (Travel Guide, S-1)) and Department of Personnel Administration (DPA) Rules (Cal. Code Regs., §§ 599.615, et seq.). These Rules are subject to change at any time. Travel expenditures not listed in the DPA Rules cannot be reimbursed.
- c. Contractor must use the Contractor's formally printed invoice or letterhead, and must sign and date the claim prior to submission to the Chancellor's Office for payment.
- d. Questions regarding reimbursable items and/or limits may be directed to the Chancellor's Office Accounting Administrator at (916) 327-5355.
- e. Itemized invoices, prepared in triplicate, stating Agreement number and social security number or federal identification number, shall be submitted to:

Accounting Unit
Chancellor's Office
California Community Colleges
1102 Q Street
Sacramento, CA 95814-6511

17. Captions

The clause headings appearing in this agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.

18. Accessibility for Persons with Disabilities

By signing the Contractor's Certification (Chancellor's Office form CCC-1005, attached hereto as Exhibit H), Contractor agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. In addition, by signing this Agreement, Contractor further agrees to the following:

- a. Contractor shall, upon request by any person, make any materials produced with funds pursuant to this Agreement available in braille, large print, electronic text, or other appropriate alternate format. Contractor shall establish policies and procedures to respond to such requests in a timely manner.
- b. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

Contractor, whether purchased, leased or provided under some other arrangement for use in connection with this Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.

- c. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>) or similar guidelines developed by the Chancellor's Office.
- d. Contractor shall respond, and shall require its subcontractors to respond to and resolve any complaints regarding accessibility of its products and services as required by this section.
- e. Contractor and its subcontractors shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.
- f. Contractor shall incorporate the requirements of this section into all subcontracts.

19. Eligibility for Noncitizens

Funds provided under this Agreement shall only be used to employ, contract with, or provide services to citizens of the United States or noncitizens who are eligible to receive public benefits pursuant to Section 401 (with respect to federally funded activities) or Section 411 (with respect to state funded activities) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193, codified at 42 U.S.C. §§ 601 and 611, respectively). Contractor certifies that all of its employees and/or subcontractors are qualified pursuant to these provisions.

20. Performance Evaluation

If this Agreement involves Consultant Services, the performance of the Contractor shall be evaluated by the Project Monitor on a "Contract/Contractor Evaluation" form Std. 4. If the performance is unsatisfactory, the Contractor will be allowed to prepare a statement defending Contractor's performance. This statement must be received by the Project Monitor within thirty (30) days after Contractor's receipt of the evaluation.

The evaluation form and any related material will be kept on file at the Chancellor's Office.

21. Commissions and Contingency Agreements

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Chancellor's Office shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

22. Licenses and Permits

If the Contractor is an individual, firm or corporation, Contractor must be licensed to do business in California and shall obtain at his/her/its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary, however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the Chancellor's Office a copy of your business license or incorporation papers for your respective state showing that your company is in good standing in that state.

In the event, any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide the Chancellor's office with a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the Chancellor's Office may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

23. Standards of Conduct

In addition to the Conflicts of Interests provisions in the Contractor's Certification (Chancellor's Office form CCC-1005, attached hereto as Exhibit H), Contractor hereby assures that, in administering this Agreement, it will comply with the standards of conduct hereinafter set out, as well as the applicable state laws concerning conflicts of interests, in order to maintain the integrity of the Agreement and to avoid any potential conflicts of interests in its administration.

- a. Every reasonable course of action will be taken by Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Agreement will be administered in an impartial manner. The Contractor, and its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, or special interest.
- b. Conducting Business with Relatives. No relative by blood, adoption, or marriage of any officer or employee of Contractor will receive favorable treatment in the award of subcontracts or in educational or employment opportunities funded by this Agreement.
- c. Conducting Business Involving Close Personal Friends and Associates. In administering this Agreement, officers and employees of Contractor will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.
- d. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor's Office employees, in administering this Agreement, officers and employees of Contractor will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.
- e. Contractor shall not enter into any subcontract of the types described below and any such agreement which may be executed is null and void and of no force or effect.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

1. A former state employee (including a Chancellor's Office employee, or a district employee who worked for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract under this Agreement with Contractor if that employee was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Agreement while employed by the state. (Gov. Code, §§ 1090, et seq., 87100, and 87400 et seq.; Cal. Code Regs., tit. 5, §§ 18741.1 and 18747.)
 2. A current state employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract with Contractor, with the exception of rank-and-file employees of the California State University and the University of California. (Pub. Contr. Code, § 10410.)
 3. The spouse or immediate family of a current Chancellor's Office employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) may not enter into a subcontract with Contractor if the Chancellor's Office employee or person on an IJE was engaged in the negotiations, transactions, planning, arrangement or any part of the decisionmaking process relevant to this Agreement or the subcontract, or had any influence whatsoever in the making of this Agreement or the subcontract. (Gov. Code, §§ 1090, et seq.; and 87100.)
24. Follow-on Contracts
- a. By signing this Agreement, Contractor certifies that neither the Contractor nor any of its affiliates or subcontractors previously received a consulting services contract from the Chancellor's Office which resulted in a recommendation by Contractor, its affiliates or subcontractors for the provision of services, procurement of goods or supplies, or any other related action which is now to be provided or performed under this Agreement. (Pub. Contr. Code, § 10365.5.)
 - b. For purposes of this section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
 - c. Should the Chancellor's Office determine, at any time, that the certification contained in paragraph a. is false or inaccurate, the Chancellor's Office may deem contractor to be in breach of this Agreement and may terminate the Agreement as provided in the Termination provisions of section 6.c. of Exhibit C to the Agreement. However, to the extent permissible by law, the Chancellor's Office or its designee, may waive the restrictions set forth in this section by written notice to the Contractor if the Chancellor's Office determines their application would not be in the best interest of the Chancellor's Office.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

- d. Except as prohibited by law, the restrictions of this section will not apply to a Contractor, including any person, firm, or affiliate, that is awarded a subcontract of a consultant services contract which amounts to no more than 10 percent of the total monetary value of the consultant services contract.
- e. The restrictions set forth in this section are in addition to conflict of interest restrictions imposed on public Contractors by California law. In the event of any inconsistency, such conflict of interest laws override the provisions of this section, even if enacted after execution of this Agreement.

25. Statewide or Regional Projects

If this Agreement involves provision of coordination, technical assistance, or other services for the California Community Colleges system or for a particular region or group of colleges, Contractor agrees to consult regularly with the Project Monitor and representatives of the colleges to be served and to give every reasonable consideration to their views in the conduct of the project.

Contractor shall require all employees, consultants, and subcontractors to disclose any employment or contractual relationships they may have with other colleges being served under a statewide or regional contract or grant. Such relationships are prohibited and shall be promptly terminated unless, after being fully informed of the circumstances, the Project Monitor determines that the services being provided to the other college by the employee, consultant, or contractor are above and beyond or unrelated to those provided under this Agreement.

26. Surveys

If this contract involves conducting a survey of community college faculty, staff, students, or administrators, Contractor shall ensure that the survey is developed, administered, tabulated, and summarized by a survey evaluator/specialist. Surveys shall conform to project goals, shall minimize the burden on the group being surveyed, and shall not collect data already available to the Contractor from the Chancellor's Office or another source.

27. Safety and Accident Prevention

In performing work under this Contract on the premises of the Chancellor's Office, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the Chancellor's Office may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

California Community Colleges Agreement for the
CalWORKs Program
Riverside Community College District
Contract Agreement No. 07-0031
2007-08 Work Statement
Exhibit F

Of the amount approved in the 2007-08 State Budget Act for the provision of specialized services for CalWORKs students, up to \$300,000 has been set-aside to support and enhance local community college CalWORKs program operations. These funds will be used to engage in a variety of local technical assistance projects and activities.

The activities to be carried out under this agreement shall include all of the following:

I. Regional and Statewide Coordination and Consultation

1.1 CalWORKs State Advisory Committee

Four regular CalWORKs State Advisory Committee meetings to include payment for meeting expenses, travel and per diem for members and to support regional meetings and training events and local technical assistance activities.

1.2 Other CalWORKs Related Ad Hoc Task Groups

Meetings for CalWORKs Ad Hoc Task Groups. These task groups will review, discuss and recommend policy changes pertaining to elements relating to the CalWORKs program, i.e. BOGFW criteria, work study, EOPS/CARE. Includes meeting expenses, travel and per diem for members.

II. CalWORKs Program Plan Peer Review

2.1 Peer Review

The Chancellor's Office will coordinate a peer review process for the 2007-08 CalWORKs program plans. Up to 20 CalWORKs directors/coordinators will participate in the peer review process to evaluate program plans submitted and provide feedback to each college on the quality and comprehensiveness of the plan submitted. Meeting, travel and per diem expenses will be paid through this agreement.

III. Miscellaneous Activities

3.1 Statewide Training

Provide training to new CalWORKs directors/coordinators on issues related to CalWORKs. Training may include, but is not limited to, sessions on regulations and reporting procedures, budgets and accounting issues, best practices, technology, and other related issues.

3.2 Consulting Services

Provide consultation on CalWORKs/Student Services issues. Travel and per diem expenses will be paid through this grant. The consultants selected shall be subject to approval by the Chancellor's Office. Consultant services include, but are not limited to:

- a) Development of training materials, resources and workshops on CalWORKs Student Learning Outcomes; and,
- b) On-site, targeted technical assistance and support for up to 10 colleges in the year.

3.3 Reproduction, Dissemination, etc.

Support the reproduction and distribution of reports and other material, which would be of value to CalWORKs programs. This may include, but is not limited to, reproduction and dissemination of flyers, brochures, posters, manuals, reports and videotapes.

IV. Administrative Support

4.1 Administrative Support

Provide necessary administrative and fiscal oversight to support the above activities.

All participants attending meetings/trainings/program reviews who require travel reimbursement will receive the current state approved rates for lodging, meals, automotive and other transportation expenses.

California Community Colleges Agreement for the
CalWORKs Program
Riverside Community College District
Agreement No. 07-0031

2007-08 GRANT BUDGET
Exhibit G

I.	Regional and Statewide Coordination/Consultation	\$18,000
II.	CalWORKs Program Plan Peer Review	\$20,000
III.	Miscellaneous Activities	\$93,000
	Subtotal	\$131,000
IV.	Administrative Support	\$13,100
	Grand Total	\$144,100

California Community Colleges Agreement for the
CalWORKs Program
Riverside Community College District
Agreement No. 07-0031

BUDGET SPECIFICS

Exhibit G

I. Regional and Statewide Coordination/Consultation

Includes per-diem, travel, lodging and meeting expenses for field staff and invited guests to attend regional meetings of community college CalWORKs and related student services areas.

1.1 CalWORKs State Advisory Committee

Travel expenses for CalWORKs State Advisory Committee meetings.

Includes facility costs.

Total \$15,000

1.2 Other CalWORKs Related Ad Hoc Task Groups

Travel expense for other CalWORKs related task groups to meeting.

Includes facility costs.

Total \$3,000

II. CalWORKs Program Plan Peer Review

2.1 Peer Review

The Chancellor's Office will coordinate a peer review process for the 2007-08 CalWORKs program plans. Up to 20 CalWORKs directors/coordinators will participate in the peer review process to evaluate program plans submitted and provide feedback to each college on the quality and comprehensiveness of the plan submitted. Meeting, travel and per diem expenses will be paid through this agreement.

Total \$20,000

III. Miscellaneous Activities

3.1 Statewide Training

Provide training to new CalWORKs directors/coordinators on issues related to CalWORKs. Training may include, but is not limited to, sessions on regulations and reporting procedures, budgets and accounting issues, best practices, technology, and other CalWORKs related issues. Includes facilities rental, speaker expenses, and training materials.

Total \$28,000

3.2 Consulting Services

Provide consultation on CalWORKs/Student Services issues. Travel and per diem expenses will be paid through this grant. The consultants selected shall be subject to approval by the Chancellor's Office. Consultant services include, but are not limited to:

- a) Development of training materials and resources and workshops on CalWORKs Student Learning Outcomes; and,
- b) On-site, targeted technical assistance and support for up to 10 colleges in the year.

Total	\$60,000
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3.3 Reproduction, Dissemination, etc.

Support the reproduction and distribution of reports and other material, which would be of value to CalWORKs programs. This may include, but is not limited to, reproduction and dissemination of flyers, brochures, posters, manuals and videotapes.

Total	\$5,000
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Total of Activities	\$131,000
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IV. Administrative Expenses

4.1 Administrative Expenses

Provide necessary administrative and fiscal oversight to support the above activities. Contractor shall receive a 10% administrative of the total agreement.

<i>10% administrative fee</i>	\$13,100
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GRAND TOTAL	\$144,100
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RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: VI-A-4

Date: August 21, 2007

Subject: Sublease Agreement with County of Riverside Economic Development Agency

Background: Presented for the Board's review and consideration is a renewal sublease agreement between the Riverside Community College District and the County of Riverside, Economic Development Agency, to supply office space, classroom, dining room and kitchen/laboratory facilities to operate the Culinary Academy. The term of this agreement is from July 1, 2007 through June 30, 2008. Total annual cost of leasing the space will be \$125,601.36. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, for July 1, 2007 through June 30, 2008, for an amount of \$125,601.36, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement.

James L. Buysse
Interim Chancellor

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

SUBLEASE
(Economic Development Agency
1151 Spruce Street, Riverside, California)

The COUNTY OF RIVERSIDE, herein called County, subleases to RIVERSIDE COMMUNITY COLLEGE DISTRICT, herein called Sublessee, the property described below upon the following terms and conditions:

1. Recitals. County holds a leasehold interest, as Lessee, under that certain Lease Agreement between Daniel C. Burke, Michael P. Burke, Adrienne C. Burke and Elaine Ortuno, Lessor and County (herein defined as the "Master Lease") pertaining to the property described below.

2. Description. The subleased premises hereby consist of approximately 6,600 square feet of office space and 5,435 square feet of shared common space located within that certain building located at 1151 Spruce Street, Riverside, California.

3. Use.

(a) The premises are subleased to Sublessee solely for the purpose of providing office space with non-proprietary rights.

(b) Sublessee shall have the use of the subleased premises and common usage of the walkways, rest rooms, driveways, vehicular parking spaces, and other similar facilities maintained by Lessor for Lessee and the public.

(c) The subleased premises shall not be used for any other purpose without first obtaining the written consent of County, which consent shall be in the absolute discretion of County.

4. Term.

(a) The Term of this Sublease shall be for a period of twelve (12) months effective as of July 1, 2007 and terminating June 30, 2008.

(b) Any holding over by Sublessee after the expiration of said term shall be deemed a month-to-month tenancy upon the same terms and conditions of this Sublease.

5. Rent. Sublessee shall pay the sum of \$10,270.57 per month to County through its Economic Development Agency as rent for the subleased premises, payable, in advance, on the first day of the month. In the event Sublessee cannot take useful occupancy of the subleased premises until after the first day of the month, the rentals for the first and last month shall be pro-rated on a thirty (30) day calendar basis, payable on the date of occupancy for the first month and on the first day of the last month. Rent shall be increased based upon the annual rental increase in the Master Lease, and on the same date as in the Master Lease, as herein defined.

6. Custodial Services. Sublessee shall be responsible for all custodial within the Culinary including but not limited to carpet and tile floors, Lessor to provide custodial services to the restrooms in the Culinary.

7. Utilities. Sublessee shall provide and pay for telephone services. County shall provide and pay all other utility services.

8. Maintenance/Repairs. Lessor shall maintain the exterior of the subleased premises in good working order and repair. Master Lease holder agrees to allow sublessee, through its maintenance/engineering department, to maintain the interior of the premises and to make repairs within the restaurant premises, such as minor plumbing, tile, drywall, etc., to include the exterior restaurant entry-door awning. Sublessee shall be responsible for cleaning and maintenance of the hoods and shafts and grease interceptor and all other equipment associated with Culinary operations.

9. Security. County shall provide security Monday through Friday, 6:30am to 6:00pm. Riverside Community College District agrees to provide regular college security for students Monday through Sunday beyond regularly scheduled building security.

10. Furniture, Furnishings and Equipment.

(a) All furniture, furnishings and equipment that are the property of the Riverside Community College District are described in Exhibit "A", attached hereto and incorporated herein by reference. Furniture, furnishing and equipment that are the property of the Riverside County Office of Education are listed on Exhibit "B", attached hereto and incorporated herein by reference.

(b) At or prior to the termination of this Sublease, Sublessee shall remove, or cause to be removed, all such furniture, furnishings, equipment and office supplies from said building, which were not leased from County, in which the subleased premises are located, and in the event such removal injures or damages the premises, Subleasee, at Subleasee's expense, shall restore the subleased premises.

11. Signs. Sublessee shall not erect, maintain or display any signs or other forms of advertising upon the subleased premises without first obtaining the written approval of County, which approval shall not be unreasonably withheld.

12. Improvements by Sublessee. Any alterations, improvements or installation of fixtures to be undertaken by Sublessee shall have the prior written consent of County. Such consent shall not be unreasonably withheld by County.

13. Rights of County. County, through its authorized representatives, shall have the right to enter the subleased premises for the purpose of inspecting, monitoring and evaluating the obligations of Sublessee hereunder and for the purpose of doing any and all things which it is obligated and has a right to under this Sublease.

14. Compliance with Government Regulations. Sublessee shall, at its expense, comply with the requirements of all local, state and federal statutes, regulations, rules, ordinances and orders now in force or which may be hereafter in force, pertaining to the subleased premises. The final judgment, decree or order of any court of competent jurisdiction, or the admission of Sublessee in any action or proceedings against Sublessee, whether Sublessee is a party thereto or not, that Sublessee has violated any such statutes, regulations, rules, ordinances or orders, in the use of the subleased premises, shall be conclusive of that fact as between County and Sublessee.

15. Termination by County. County shall have the right to terminate this Sublease forthwith:

(a) In the event a petition is filed for voluntary or involuntary bankruptcy for the adjudication of Sublessee as debtors.

(b) In the event that Sublessee makes a general assignment, or Sublessee's interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors.

(c) In the event of abandonment of the subleased premises by Sublessee.

(d) In the event Sublessee fails or refuses to perform, keep or observe any of Sublessee's duties or obligations hereunder; provided, however, that Sublessee shall have thirty (30) days in which to correct Sublessee's breach or default after written notice thereof has been served on Sublessee by County.

(e) County shall have the right to terminate this Sublease with sixty (60) days' advance written notice to Sublessee in the event that funding from county, state, or federal sources is reduced or eliminated.

16. Notice of non-renewal by Subleasee. In the event the Sublessee determines it will not renew sublease, Subleasee shall have the right to terminate this Sublease with one-hundred twenty (120) days advance written notice of the expiration date of this Sublease to the County.

17. Insurance. Sublessee shall during the term of this Sublease:

(a) Procure and maintain Workers' Compensation Insurance as prescribed by the laws of the State of California.

(b) Procure and maintain comprehensive general liability, and coverage that shall protect Subleasee from claims for damages for personal injury, including, but not limited to, accidental and wrongful death, as well as from claims for property damage, which may arise from Sublessee's use of the subleased premises or

the performance of its obligations hereunder, whether such use or performance be by Sublessee, by any subcontractor, or by anyone employed directly or indirectly by either of them. Such insurance shall name County as an Additional Insured with respect to this Sublease and the obligations of Sublessee hereunder. Such insurance shall provide for limits of not less than \$1,000,000.00 per occurrence.

(c) Cause its insurance carriers to furnish County by direct mail with certificate(s) of Insurance showing that such insurance is in full force and effect, and that County is named as an Additional Insured with respect to this Sublease and the obligations of Sublessee hereunder. Further, said Certificate(s) shall contain the covenant of the insurance carrier(s) that thirty (30) days' written notice shall be given to County prior to modification, cancellation or reduction in coverage of such insurance. In the event of any such modifications, cancellation or reduction in coverage and on the effective date thereof, County shall have the right to cancel this Sublease with thirty (30) days' advanced notice in writing to Sublessee, unless County receives prior to such effective date another certificate from an insurance carrier of Sublessee's choice that the insurance required herein is in full force and effect. Sublessee shall not take possession or otherwise use the subleased premises until County has been furnished Certificates (s) of Insurance as otherwise required in this Paragraph 15.

(d) The insurance requirements of Paragraph (a) and (b) above may be provided through self-insurance, in conjunction with a Joint Powers Authority, or a combination of both.

18. Hold Harmless.

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

(b) Indemnification by EDA, through the County of Riverside. EDA, through the County of Riverside shall indemnify and hold RCCD, its Trustees, officers, agents, employees, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of EDA, through the County of Riverside, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, occurring in the performance of this Agreement to the extent that such liability is imposed on RCCD by

the provisions of California Government Code Section 895.2 or other applicable law; and EDA, through the County of Riverside shall defend at its expense, including attorney fees, RCCD, its officers, agents, employees, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

(c) The specified insurance limits required in Paragraph 17 above shall in no way limit or circumscribe Sublessee's obligations to indemnify and hold County free and harmless herein.

19. Assignment. Sublessee cannot assign, sublet, mortgage, hypothecate or otherwise transfer in any manner any of its rights, duties or obligations hereunder to any person or entity without the written consent of County being first obtained, which consent shall be in the absolute discretion of County. In the event of any such transfer, Sublessee expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties contained in this Sublease.

20. Toxic Materials. During the term of this Sublease and any extensions thereof, Sublessee shall not violate any federal, state or local law, ordinance or regulation, relating to industrial hygiene or to the environmental condition on, under or about the subleased premises, including, but not limited to, soil and groundwater conditions. Further, Sublessee, its successors, assigns and Sublessees, shall not use, generate, manufacture, produce, store or dispose of on, under or about the subleased premises or transport to or from the subleased premises any petroleum products, flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials, (collectively, "hazardous materials"). For the purpose of this Sublease, hazardous materials shall include, but not be limited to, substances defined as "hazardous substances", hazardous materials", or "toxic substances" in the comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; The Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as "hazardous wastes" in Sections 25115 and 25117 of the California Health and Safety Code or as "hazardous substances" in Sections 25316 and 25501 of the California Health and Safety Code; and in the regulations adopted in publications promulgated pursuant to said laws.

21. Free from Liens. Sublessee shall pay, when due, all sums of money that may become due for any labor, services, material, supplies, or equipment, alleged to have been furnished or to be furnished to Sublessee, in, upon, or about the subleased premises, and which may be secured by a mechanics', materialman's or other lien against the subleased premises or County's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by such lien matures or becomes due; provided, however, that if Sublessee desires to contest any such lien, it may do so, but notwithstanding any such contest, if such lien shall be reduced to final judgment, and such judgment or such

process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed, and said stay thereafter expires, then and in such event, Sublessee shall forthwith pay and discharge said judgment.

22. Employees and Agents of Sublessee. It is understood and agreed that all persons hired or engaged by Sublessee shall be considered to be employees or agents of Sublessee and not of County.

23. Binding on Successors. Sublessee, its assigns and successors in interest, shall be bound by all the terms and conditions contained in this Sublease, and all of the parties thereto shall be jointly and severally liable hereunder.

24. Waiver of Performance. No waiver by County at any time of any of the terms and conditions of this Sublease shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms and conditions contained herein or of the strict and timely performance of such terms and conditions.

25. Severability. The invalidity of any provision in this Sublease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

26. Venue. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Sublease shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

27. Attorneys' Fees. In the event of any litigation or arbitration between Sublessee and County to enforce any of the provisions of this Sublease or any right of either party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein by the successful party, all of which shall be included in and as a part of the judgment or award rendered in such litigations or arbitration.

28. Notices. Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

Notices/Rent:

County of Riverside
Economic Development Agency
1151 Spruce Street
Riverside, California 92507

Sublessee:

Riverside Community College District
Contracts, Compliance & Legal Services
4800 Magnolia Avenue
Riverside, California 92506

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

ADDITIONAL INFORMATION:

County of Riverside
Department of Facilities Management
3133 Mission Inn Avenue
Riverside, California 92507-4199

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

29. Permits, Licenses and Taxes. Sublessee shall secure at its expense, all necessary permits and licenses as it may be required to obtain, and Sublessee shall pay for all fees and taxes levied or required by any authorized public entity. Sublessee recognizes and understands that this Sublease may create a possessory interest subject to property taxation and that Sublessee may be subject to the payment of property taxes levied on such interest.

30. Paragraph Headings. The paragraph headings herein are for the convenience of the parties only, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions or language of this Sublease.

31. County's Representative. County hereby appoints the Director of Facilities Management as its authorized representative to administer this Sublease.

32. Agent for Service of Process. It is expressly understood and agreed that in the event Sublessee is not a resident of the State of California or it is an association or partnership without a member or partner resident of the State of California or it is a foreign corporation, then in any such event, Sublessee shall file with the County's Director of Facilities Management, upon its execution hereof, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Sublease, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon Sublessee. It is further expressly understood and agreed that Sublessee is amenable to the process so served, submits to the jurisdiction of the court so obtained and waives any and all objections and protests thereto.

33. Entire Sublease. This Sublease is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous leases, agreements, and understandings, oral or written, in connection therewith. This Sublease may be changed or modified only upon the written consent of the parties hereto.

34. Subject to Master Lease. Sublessee expressly understands and agrees that this Sublease is subject to, and bound by, the terms and conditions set forth in the Master Lease as herein defined. A copy of the Master Lease is attached hereto as Exhibit "C" and incorporated herein by reference.

35. Interpretation. The parties hereto have negotiated this Sublease at arms length and with advice of their respective attorneys, and no provision contained herein shall be construed against County solely because it prepared this Sublease in its executed form.

36. Approval. This Sublease shall not be binding or consummated until its approval by the County's board of Supervisors.

Dated: _____

RIVERSIDE COMMUNITY COLLEGE
DISTRICT
(Sublessee)

By: _____
Aaron Brown, Interim Vice Chancellor,
Administration and Finance

COUNTY OF RIVERSIDE

By: _____
JOHN TAVAGLIONE
Chairman
Board of Supervisors

CONSENT TO SUBLEASE:

By: _____

By: _____

Equipment purchased by RCC				
RCC Asset Tag #	Description	Make	Model #	Serial #
015623	PROJECTOR - OVERHEAD	3M	9550	1055870
016485	MONITOR - 17 INCH	GATEWAY	VX720	P008142307
016483	PRINTER - LASERJET	HP	2100	USGH234672
021735	COPIER	SHARP	AR-M208	25038849
011229	COMPUTER - CPU PC	GATEWAY	E4200	0010885832
007950	MONITOR	GATEWAY	VIVITRON	8808682
016484	COMPUTER - CPU PC	GATEWAY	E3400-800	0020625215
019483	COMPUTER - CPU PC	GATEWAY	E6000	0028179437
031956	MONITOR	VIEWSONIC	VS10047	P37055030726
031955	MONITOR	VIEWSONIC	VS10047	P37060220954
031582	FLAT TOP	BLODGETT	B36DHHH	05C91894
031579	BURNER RANGE	BLODGETT	B36DBBB	05C91893
031577	FLAT GRIDDLE	ACCSTEAM	GGF1201	3568
031576	CHARBROILER	BLODGETT	B36ACCC	05I07793
031575	FRYER ASSEMBLY	PITCO	2SG14	D044306
031578	BURNER RANGE	BLODGETT	B36DBBBHD	05I07794
031580	CONVECTION OVEN	BLODGETT	DFC200	021505EA01ST
031581	CONVECTION OVEN	BLODGETT	DFC200	021505EA019B
031583	FOOD PROCESSOR	ROBOT COUPE	BLIXER 4	4100113403X05
031584	BLENDER STICK	ROBOT COUPE	MP450C	1510133003T05
034222	PROJECTOR	TOSHIBA	TLPT60M	54639786
034214	MIXER	HOBART	LEGACY	311370208
034220	AUTOMATIC TOSTER	TOASTQWIK	TQ400	3643590712
034145	HOLDING CABINET	ALTO-SHAAM	1000UP	474223000
034341	CPU PC	GATEWAY	E6610D	0039187627
034340	MONITOR	GATEWAY	FPD1965	MZR7450H00528
032662	LCD TV	JVC	LT37X787	10131005
032666	LCD TV	JVC	LT37X787	10131291
032661	LCD TV	JVC	LT37X787	13132384
032660	LCD TV	JVC	LT37X787	10130505
032668	WALL VIEW CAMARA	VADDIO	9992704000	50102095237
032669	CEILING VIEW CAMERA	VADDIO	9992004000	999200400005007035
032670	VIDEO MATRIC	KRAMER	VS162V	10120695212
032671	CEILING VIEW CAMERA	VADDIO	9992004000	999200400005007031
034488	VACUUM MASTER	VACMASTER	SVP10	7689
034461	PASTA MACHINE	IMPERIA	RMN	N/A
034221	SMOKER	COOKSHACK	150	AH4503
019588	MONITOR - 15 INCH - FLATSCREEN	GATEWAY	FPD1530	MUL5018A0014205
019577	COMPUTER - CPU PC	GATEWAY	E6000	0028110709
034415	SWITCH	CISCO	3560	CAT0810X0M1
034416	ROUTER	CISCO	M2I36	FTX1026F0A
034417	UPC	APC	A15M78	JS0641009069
019592	MONITOR - 15 INCH - FLATSCREEN	GATEWAY	FPD1530	MUL5018A0014220
019582	MONITOR - 15 INCH - FLATSCREEN	GATEWAY	FPD1530	MUL5018A0014206
019579	COMPUTER - CPU PC	GATEWAY	E6000	0028110698
019629	COMPUTER - CPU PC	GATEWAY	E6000	0028110701
019631	COMPUTER - CPU PC	GATEWAY	E6000	0028110705
019637	COMPUTER - CPU PC	GATEWAY	E6000	0028110725
019589	MONITOR - 15 INCH - FLATSCREEN	GATEWAY	FPD1530	MUL5018A0014200
019572	COMPUTER - CPU PC	GATEWAY	E6000	0028110712
019583	MONITOR - 15 INCH - FLATSCREEN	GATEWAY	FPD1530	MUL5018A0014190

RCC Asset Tag #	Description	Make	Model #	Serial #
019630	MONITOR - 15 INCH - FLATSCREEN	GATEWAY	FPD1530	MUL5018A0012859
019584	MONITOR - 15 INCH - FLATSCREEN	GATEWAY	FPD1530	MUL5018A0014188
019571	COMPUTER - CPU PC	GATEWAY	E6000	0028110693
019591	MONITOR - 15 INCH - FLATSCREEN	GATEWAY	FPD1530	MUL5018A0014211
019580	COMPUTER - CPU PC	GATEWAY	E6000	0028110708
019590	MONITOR - 15 INCH - FLATSCREEN	GATEWAY	FPD1530	MUL5018A0014196
019652	COMPUTER - CPU PC	GATEWAY	E6000	0028110692
034156	CCTV SYSTEM	LOREX	S615F6584	B0107021856
034157	4 CHANNEL DVR	LOREX	L15481	A0106056435

Tagged with RCC Tags (not purchased by RCC)				
Asset Tag #	Description	Make	Model #	Serial #
A02006	REFRIGERATOR	TRAULSEN	G10010	T08255J05
A02022	METAL STORAGE UNIT CABINET	ANDERSON HICKEY CO.	N/A	N/A
A02021	METAL PLATE STORAGE	LAKESIDE	8552	N/A
A02007	PRINTER	HP	932C	CN1171S2RD
A02020	DESK	N/A	N/A	N/A
A02019	FOOD PREP TABLE	N/A	N/A	N/A
A02018	FOOD PREP TABLE	N/A	N/A	N/A
A02008	MIXER	HOBART	A200T	311099573
A02017	MIXER STAND	N/A	N/A	N/A
A02016	WORK TABLE	N/A	N/A	N/A
A02026	METAL CAGE	AMCO	N/A	N/A
A02025	METAL CAGE	METRO	N/A	N/A
A02001	METAL STORAGE UNIT CABINET	KELMAX	4H4837A	N/A
A02002	MIXER	KITCHEN AID	KM25G	WS4324291
A02024	MIXER	KITCHEN AID	KM25G	WS4324278
A02003	MIXER	KITCHEN AID	KP26M1XMR	WT1427220
A02004	TABLE	N/A	N/A	N/A
A02023	MIXER STAND	N/A	N/A	N/A
A02005	MIXER STAND	N/A	N/A	N/A
A02073	TV	PANASONIC	PVM2737	D7AA10660
A02074	TV	PANASONIC	PVM2738	D8AA11651
A02075	FOOD BAR/WARMER	VOLLRATH	37040	L41
A02076	PRINTER	HP	2175	MY31MB74ZW
A02077	PRINTER	HP	2175	MY44RF72RW
A02078	PROJECTOR - OVERHEAD	3M	9100	N/A
A02009	STAINLESS WORK TABLE	EAGLE	N/A	N/A
A02015	SMALL MIXERS	KITCHEN AID	K5SS	N/A
A02014	SMALL MIXERS	KITCHEN AID	K5A	N/A
A02013	SMALL MIXERS	KITCHEN AID	KM25G	WS1918049
A02012	METAL CAGE	N/A	N/A	N/A
A02010	METAL CAGE	N/A	N/A	N/A
A02011	METAL CAGE	N/A	N/A	N/A
A02027	METAL CAGE	N/A	N/A	N/A
A02028	METAL CAGE	N/A	N/A	N/A
A02029	STAINLESS WORK TABLE	N/A	N/A	N/A
A02049	SOUP WARMER	TAR HONG	SEJ30000TW	302180323
A02050	STAINLESS WORK TABLE	N/A	N/A	N/A
A02051	STAINLESS WORK TABLE	N/A	N/A	N/A

RCC Asset Tag #	Description	Make	Model #	Serial #
A02052	STAINLESS WORK TABLE, REFRIG, CUTTING BOARD	WELLS MFG	M0D400TD	1341
A02053	FRYER	PITCO	N/A	N/A
A02054	WARMER FOR THE FRIES	N/A	N/A	N/A
A02055	WORK TABLE (WOOD)	N/A	N/A	N/A
A02056	WORK TABLE (WOOD)	N/A	N/A	N/A
A02057	SEVING COUNTER	LAKESIDE	493	N/A
A02058	DISHWASHER	N/A	N/A	N/A
A02059	MEDAL SHELVES	N/A	N/A	N/A
A02060	HEATER	BREDFORD WHITE CO.	CF6	E3370645
A02061	SINK	N/A	N/A	N/A
A02062	PREPARATION SINK	N/A	N/A	N/A
A02063	SINK	N/A	N/A	N/A
A02065	SAUSAGE MAKER	DICK	HTW6	176
A02064	FOOD SHOPPER	N/A	N/A	N/A
A02066	STAINLESS WORKSTATION	N/A	N/A	N/A
A02067	FOOD WARMER	N/A	N/A	N/A
A02068	OFFICE DESK	N/A	N/A	N/A
A02069	STAINLESS CART	LAKESIDE	744	N/A
A02069	SOUP WARMER	TAR HONG	SEJ30000TW	040716056F
A02071	FAX MACHINE	BROTHER	MFC	U61327J6J685922
A02030	STEAMER	VULCAN	24276	3304
A02031	STAINLESS WORK TABLE	N/A	N/A	N/A
A02033	STAINLESS WORK TABLE	N/A	N/A	N/A
A02034	STAINLESS WORK TABLE	N/A	N/A	N/A
A02036	MEDAL SHELVE STAND	N/A	N/A	N/A
A02035	MEDAL SHELVE STAND	N/A	N/A	N/A
A02037	MEDAL SHELVE STAND	N/A	N/A	N/A
A02038	MIXER	HOBART	D300T	311101861
A02039	SLICER	HOBART	1712E	561066571
A02040	EXHAUST HOOD	VENTMATIC	EC0FDR	4081
A02041	MEDAL SHELVE	N/A	N/A	N/A
A02042	MEDAL SHELVE	N/A	N/A	N/A
A02043	MEDAL SHELVE	N/A	N/A	N/A
A02044	MEDAL SHELVE	N/A	N/A	N/A
A02045	MEDAL SHELVE	N/A	N/A	N/A
A02046	MEDAL SHELVE	N/A	N/A	N/A
A02047	MEDAL SHELVE	N/A	N/A	N/A
A02048	MEDAL SHELVE	N/A	N/A	N/A

EDA Equipment Transferred to RCC (EDA asset tags)				
EDA Asset Tag #	Description	Make	Model #	Serial #
8069	CPU	HP	VECTRO	US94470674
8132	PRINTER	HP	D8901A	MY93305913
032331	FOOD PREP TABLE	N/A	N/A	N/A
032320	FOOD PREP TABLE	N/A	N/A	N/A
032330	FOOD PREP TABLE	N/A	N/A	N/A
032418	SHEETER	RONDO	STM513	B6A097003
032170	DOUGH CUTTER	DUTCHESS	D021824	10526
010324	MIXER	HOBART	A200	11271741

RCC Asset Tag #	Description	Make	Model #	Serial #
032324	TABLE	N/A	N/A	N/A
032319	TABLE	N/A	N/A	N/A
001656	METAL STORAGE CABNIT	N/A	N/A	N/A
006400	REFRIGERATOR	VRECO	F1V25	35511
039718	PRINTER	HP	4100TN	81208381
032322	FOOD PREP TABLE	N/A	N/A	N/A
037715	FREEZER	RAETONE	130N	AB8250R11
025445	FREEZER	TRAULSEN	G22010	T229270K91
032338	ICE MAKER	SCOTSMAN	N/A	N/A
032306	FREEZER	HOBART	Q1	321045057
032336	FREEZER	HOBART	AHP16	660603232
032303	WALK-IN FREEZER	THERMO COOL	N/A	169180
032345	REFRIGERATOR	HOBART	Q1	321042273
032307	FREEZER	HOBART	Q1	321045296
036569	REFRIGERATOR	RAETONE	130N	B8250R11
006387	FOOD WARMER	TOASTMASTER	3822	2149177
032321	FOOD PREP TABLE	N/A	N/A	N/A
032301	MEDAL SHELVES	N/A	N/A	N/A
008101	CPU	HP	N/A	N/A
008012	MONITOR	HP	N/A	N/A
008067	CPU	HP	VECTRA	N/A
008720	MONITOR	HP	HP71	N/A
007558	MONITOR	HP	HP72	N/A
010556	CPU	HP	VECTRA	N/A
007984	CPU	HP	VECTRA	N/A
008049	MONITOR	HP	HP71	N/A
007335	CPU	HP	VECTRA	N/A
008071	CPU	HP	VECTRA	N/A
008126	MONITOR	HP	N/A	N/A
025410	CPU	DELL	DHS	N/A
025408	MONITOR	DELL	M782	N/A
025407	CPU	DELL	DHS	N/A
039744	CPU	DELL	DHS	N/A
010456	PRINTER	HP	N/A	N/A
008044	MONITOR	HP	N/A	N/A
039745	CPU	DELL	N/A	N/A
008869	NETWORK	LINKSYS	N/A	N/A
007904	MONITOR	HP	N/A	N/A
008091	CPU	HP	N/A	N/A
008081	CPU	HP	N/A	N/A

REPORT: FIM/INVI
 DATE: 07/31/03
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RIVERSIDE REGIONAL EDUCATION DATA CENTER
 CURRENT PROPERTY ACQUISITION REPORT

COUNTY: 33 RIVERSIDE CO OFFICE EDUCATIO
 DISTRICT: 99 RIVERSIDE CO
 LOCATION: 642

INV. NO	ROOM	MANUFACTURER	QTY	DESCRIPTION	CODE	P.O.	DATE	ACQUIS. COST	SERIAL NUMBER	F/S
006406			1	UTILITY FREEZER	1990	12790	10-77	1,091.80		
006409			1	KITCHEN AID MIXER	1990		01-50	1,780.00		
006402			1	HEATED TRAY W/3" CASTE	1990		01-50	500.00		
023544			1	HOBERT LIFT CABINET	9000	71864	12-90	1,253.49	KJA-K5694A	E
023545			1	HEATED TRAY W/3" CASTE	1990	77886	02-97	263.09		
031922			1	2 DOOR JET HOT FOOD STATION	1990	21813	03-97	1,408.13	JPMK039880	E
031923			1	VOLLEBATH SINK	1990	17590	10-97	2,019.24		
031924			1	VOLLEBATH SINK	1990	17590	10-97	2,019.24		
031945			1	TABLE TOP EQUIPMENT	1990	17591	02-97	1,780.81		
032200			1	DRY A DIS COOLER	1990	17588	03-97	1,806.00		
032201			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032202			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032203			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032204			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032205			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032206			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032207			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032208			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032209			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032210			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032211			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032212			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032213			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
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032216			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032217			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
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032221			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032222			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032223			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032224			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032225			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032226			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032227			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032228			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032229			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032230			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032231			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
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032233			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032234			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032235			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032236			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032237			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032238			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032239			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032240			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032241			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032242			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032243			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032244			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032245			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032246			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032247			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032248			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032249			1	WALK IN COOLER	1990	17589	03-97	2,265.00		
032250			1	WALK IN COOLER	1990	17589	03-97	2,265.00		

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REPORT: FIN/INV100/O1
 DATE: 07/31/03
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RIVERSIDE REGIONAL EDUCATION DATA CENTER
 CURRENT PROPERTY ACQUISITION REPORT

COUNTY: 33 RIVERSIDE CO OFFICE EDUCATIO
 DISTRICT: 99 RIVERSIDE CO OFFICE EDUCATIO
 LOCATION: 642

INV. NO	ROOM	MANUFACTURER	QTY	DESCRIPTION	CODE	P.O.	DATE	ACQUIS. COST	SERIAL NUMBER	F/S
032349		AMFAB	1	STAINLESS STEEL WALL FLASHING	1990	17589	03-97	1,578.00	0	
032350		AMFAB	1	CHEESE MELTER	1990	17589	03-97	1,615.00	0	
032351		AMFAB	1	SPREADER WITH SCRAP CHUTE	1990	17589	03-97	1,954.00	0	
032352		AMFAB	1	SPREADER WITH RANGE WITH OVEN	1990	17589	03-97	2,577.00	0	
032353		AMFAB	1	SPREADER	1990	17589	03-97	1,086.00	0	
032354		AMFAB	1	GRIDDLE TO RANGE WITH OVEN	1990	17589	03-97	1,544.00	0	
032355		AMFAB	1	GRIDDLE TO RANGE WITH OVEN	1990	17589	03-97	2,428.00	0	
032356		AMFAB	1	FRYER	1990	17589	03-97	2,946.00	0	
032357		AMFAB	1	EXHAUST HOOD	1990	17589	03-97	4,683.00	0	
032358		AMFAB	1	SERVING FIXTURE/HOT FOOD PAN	1990	17589	03-97	10,655.00	0	
032359		AMFAB	1	TOASTER	1990	17589	03-97	554.00	0	
032360		AMFAB	1	TOAST SHELVE	1990	17589	03-97	800.00	0	
032361		AMFAB	1	PICK-UP RACK	1990	17589	03-97	490.00	0	
032362		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032363		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032364		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032365		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032366		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032367		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032368		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
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032370		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032371		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032372		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032373		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032374		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032375		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032376		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
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032384		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
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032387		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032388		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032389		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032390		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
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032401		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
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032426		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032427		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032428		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032429		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
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032432		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032433		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
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032436		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032437		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
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032449		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032450		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032451		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032452		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032453		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032454		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032455		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032456		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032457		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032458		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,		

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING & LEARNING

Report No.: VI-A-6

Date: August 21, 2007

Subject: Sabbatical Leave Request

Background: A sabbatical leave request for Ms. Delores Middleton for spring 2008 is being presented for information. Ms. Middleton is the Program Director /Assistant Professor for the Physician Assistant Program at the Moreno Valley campus. The request will be submitted as a consent item to the Board at the August 21, 2007 meeting.

Information Only.

James L. Buysse
Interim Chancellor

Prepared by: Kristina Kauffman
Associate Vice Chancellor, Institutional Effectiveness

DELORES MIDDLETON'S
SABBATICAL LEAVE REQUEST
FOR SPRING 2008

RIVERSIDE COMMUNITY COLLEGE DISTRICT
SABBATICAL LEAVE REQUEST FORM

FACULTY MEMBER Delores Middleton

DEPARTMENT Health Human and Public Services

DATES AND DURATION OF SABBATICAL LEAVE REQUESTED:
(Review Article XIII, Section M of the Agreement between the Riverside Community College District and the Riverside Community College Chapter CTA/NEA for details.)

 FULL YEAR'S LEAVE FOR _____
(70% REGULAR SABBATICAL LEAVE)

 FULL YEAR'S LEAVE FOR _____
(100% SPECIAL SABBATICAL LEAVE)

 X SEMESTER LEAVE FOR Fall 2007 or Spring 2008
(100% SEMESTER SABBATICAL LEAVE)

 RETURN TO INDUSTRY LEAVE FOR _____

ABSTRACT OF PURPOSE OF SABBATICAL LEAVE:

To complete the research for my dissertation on providing an opportunity to improve services to students in the Riverside Community College District by achieving a greater understanding of their academic needs in specialized programs and to promote better student outcomes

Complete this form and the top section of the Sabbatical Leave Request form along with your draft per the Sabbatical Leave Proposal Guidelines. (See attached page).

Submit to the *Office of Institutional Effectiveness* by *February 15* for the following academic year and by *May 15* for the following spring semester only.

A "Certificate of Health" signed by physician must accompany this application (Article XIII, M,3,d). Please be aware that a Sabbatical Leave Bond will be required following Board approval.

Sabbatical Leave Proposal
Re: Delores Middleton, Associate Professor

I. Overview of purpose and Content

The purpose of this sabbatical leave is to provide an opportunity to improve services to students in the Riverside Community College District by achieving a greater understanding of their academic needs in specialized programs, to promote better student outcomes. The Physician Assistant Program has experienced a recent decline in physician assistant students percentage pass rate on the Physician Assistant National Certifying Examination (PANCE) as well as an increase in the student attrition rate in the program. Other programs in the Department of Health, Human and Public Services are having similar experiences with attrition. The lack of educational preparedness of students in these programs contributes to lack of successful student outcomes. Identifying key predictors for student success in highly specialized programs will provide insight for these programs as the programs plan curriculum geared for educating students from educationally diverse backgrounds. The District's admission policy ensures equity in access, but this process does not guarantee diversity in student outcomes. Successful completion of these programs leads to attainment of high paying professional careers that will advance the socioeconomic status of the students, thereby enhancing their lifestyles and providing resources for themselves and the community. It is therefore, important that these programs understand the needs of the students and implement support services that will help students in these programs be successful.

I have completed the academic course work for my doctoral degree at the University of Southern California Rossier School of Education. My research topic is two fold: 1). Identifying key indicators that predict student success, and 2). Assessing program effectiveness using the Equity Scorecard.

I am requesting a sabbatical leave for one semester to complete the research for my dissertation. I believe that the information learned from this research will benefit all health science programs in the District.

A. Goals of the Sabbatical Leave

The goal of the sabbatical leave is to complete the research necessary to:

- a. identify barriers to student success
- b. identify student support services that will promote student success
- c. validate the need for curriculum changes to promote equity in student outcomes.

B. Activities to Meet the Goals

Engage in data analysis necessary to investigate the research proposal.

II. Outcomes of the Sabbatical Leave

At the completion of this sabbatical leave I will be able to do the following:

1. Validate the admission criteria used to enroll students in the PA program.
2. Identify key indicators that predict students' success in specialized academic health programs.
3. Recognize student support services that will support student success once indicators have been identified.
4. Identify student support services in the health science program in the Department of Health Human and Public Services that will promote equity in student outcomes.
5. Document a correlation between access and equity in outcomes.
6. Recommend curriculum changes that promote equity in outcomes.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: VI-A-7

Date: August 21, 2007

Subject: Agreement with North County Vending, Inc.

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and North County Vending, Inc. to furnish all specified food items, hot and cold beverages, supplies, and equipment and all management and labor necessary for the efficient, nutritional, sanitary and ecologically sound operation of the vended food services on the Riverside, Moreno Valley and Norco campuses. The vendor will provide an appropriate number of machines that equal or exceed the current service level provided subject to the District's approval. The term of the agreement is for the period of August 22, 2007 through June 30, 2012. In exchange for the right to be the exclusive vendor of vended food, snack and hot beverage products, North County Vending guarantees a minimum yearly commission of \$22,000.00, or 25% of gross sales, whichever is greater, to Riverside Community College District. Funding source: No cost to the District.

Recommended Action: It is recommended that the Board of Trustees approve the agreement from August 22, 2007 through June 30, 2012, for an estimated amount of \$22,000.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement.

James L. Buysse
Interim Chancellor

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

AGREEMENT FOR VENDING SERVICES
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
NORTH COUNTY VENDING, INC.

1. PARTIES AND DATE

This Agreement (“Agreement”) also referred to as Contract (“Contract”) by and between Riverside Community College District, a California political subdivision of higher education organized and operating pursuant to the laws of the State of California and having its principal office at 4800 Magnolia Avenue, Riverside, California 92056 (“District”) and North County Vending, Inc. a corporation with its principal office located at 511 Olive Avenue, Vista, California 92083 (“Vendor”) (collectively, “Parties”) is effective as of the 22nd day of August, 2007.

2. RECITALS

2.1 REQUEST FOR PROPOSAL

In or about April 2007, the District invited proposals for the management and operation of its college vending services located at its Riverside City Campus, Moreno Valley Campus, Norco Campus, and any other locations over which the District has control, and the Vendor submitted a proposal on May 22, 2007.

2.2 ENGAGEMENT OF VENDOR

After reviewing the proposal submitted by the Vendor, the District believes that the Vendor represents the value and cost-effectiveness sought by the district, and that it is in the best interests of the district to engage the Vendor to operate vending services for the District on the terms and subject to the conditions set forth herein.

3. INCORPORATION OF THE DOCUMENTS BY REFERENCE

The District’s Request For Proposal Vending Service dated as of April 21, 2007, attached hereto as Exhibit A and the Vendor’s completed Request For Proposal Vending Service dated May 22, 2007, attached hereto as Exhibit B, (collectively, “Incorporated Documents”) are incorporated herein by reference in order to provide information and clarification regarding the intent of the Parties. In the event of a dispute or conflict between the terms of the Agreement and the Incorporated Documents, the terms of this Agreement shall control.

4. CONDITIONS OF THE CONTRACT

4.1 SCOPE

The Vendor shall furnish all food, beverages (those not supplied by the District's soft drink vendor), supplies, and equipment herein specified and all management and labor necessary for the efficient, nutritional, sanitary and ecologically sound operation of the vended food services included in this Contract.

4.2 TERM - LENGTH OF CONTRACT

This Contract is for the period of August 22, 2007, through June 30, 2012, subject to yearly review. The District will review the performance of the Vendor on a yearly basis throughout the life of the Contract. If the performance is found to be satisfactory, the Contract will continue unabated. Should the performance be found unsatisfactory, the District may terminate the Contract effective June 30th of the current year.

The Vendor, having entered into this Contract, will hold its proposed pricing and commission structure firm for the five-year period. Should there be market and/or industry changes during the life of this Contract which, as a result, would substantially affect the ability of the Vendor to fulfill its obligation to the District, those changes can be reviewed by both parties and any changes to the pricing and/or commission structure mutually agreed upon (see Section 4.4).

4.3 DEFAULT - TERMINATION - CANCELLATION

In the event the Vendor fails to deliver the goods and services in accordance with this Contract, or fails to maintain or help enforce any of the terms and conditions of this Contract, the District will notify the Vendor in writing of such failure and require that the same be remedied within ten (10) days. Should the Vendor fail to remedy the same within said period, the District may find the Vendor in default of the Contract and shall have the right to cancel and terminate the Contract without further notice by providing written notice to the Vendor. In such case, it will be incumbent upon the Vendor to continue operations, subject to all agreement terms, until relieved by a newly selected Vendor. The District reserves the right to hold the Vendor responsible for any costs resulting from such default.

In the event the Vendor fails to maintain and keep in force its liability insurance, the District shall have the right to cancel and terminate this Contract forthwith and without notice.

4.4 CHANGES TO THE CONTRACT

The District and the Vendor may agree in writing to modify the scope of the Contract. Any increase or decrease in the price of the Contract resulting from such modification shall be agreed

to by both parties as a part of their written agreement to modify the scope of the Contract.

4.5 PERFORMANCE BOND

The District reserves the right to require the Vendor to provide a performance bond in an amount equal to the guaranteed commission for the first year. Such bond shall be drawn upon an admitted surety in California and shall be in effect for the life of the Contract.

4.6 INSURANCE

Vendor will, for the life of the Contract, maintain liability and worker compensation insurances as follows:

Commercial General Liability	minimum \$1,000,000.00, per occurrence minimum \$2,000,000.00, general aggregate
Automobile Liability	minimum \$1,000,000.00, combined single limit
Workers Compensation	minimum \$1,000,000.00

These policies shall:

- name the District as additional insured,
- shall contain a covenant requiring thirty (30) days written notice to the District before cancellation, reduction, or other modifications of coverage,
- be primary and non-contributing with any insurance carried by the District, and
- contain a severability of interests clause in respect to gross liability, protecting each name insured as though a separate policy had been issued to each.

Vendor will provide insurance certificates indicating the required minimum coverage issued by a surety admitted by the California Department of Insurance for these types of insurance. Renewal certificates shall be provided as necessary during the life of the Contract.

4.7 HOLD HARMLESS

The Vendor shall save and keep harmless, defend and indemnify the District its officers, trustees, agents and employees against any and all liability, claims, costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property (District or otherwise) occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations, or performance of work in connection with this Contract, resulting in whole or part from the malfunction of vending machines or the negligent acts of the Vendor, the Vendor's employee(s), agent(s), or representative(s), or from spoilage or contamination of food and/or beverage products.

4.8 RISK - DAMAGES - LOSS

Vendor's Equipment: The Vendor shall bear the full responsibility for all risk to loss to their equipment, and money or product loss resulting from vandalism or theft, and shall not penalize the District for any losses incurred. The District will take normal and reasonable care to prevent damage to the Vendor's equipment. The District shall cooperate with the successful Vendor in devising a mutually agreeable arrangement in the event problems arise regarding the security of machines vending products, or receipts. Any damage or loss shall be immediately reported to College Safety and Police at (951) 222-8172.

Vendor's Staff: The Vendor shall bear any loss from dishonest, destructive, or criminal acts on the part of the Vendor or its employees.

Installation Sites (District Property): Any damage to existing utilities, equipment, or finished surfaces resulting from the performance of this Contract shall be repaired to the District's satisfaction at the Vendor's expense.

4.9 PERMITS - LICENSES - BONDS

The Vendor shall be responsible for obtaining and keeping current all permits, licenses, and bonds required by the City of Riverside, the County of Riverside, and the State of California relating to the operation of its business and its execution of this Contract.

4.10 LAWS - CODES - REGULATIONS

The Vendor shall comply with and adhere to all laws, codes and regulations set forth by the City of Riverside, the County of Riverside, the State of California, and any other applicable regulatory agency in all aspects of the operation of its business and its execution of this Contract including but not limited to Labor, Health and Safety, Food, Education, and Public Contract.

The Vendor shall be responsible for obtaining all applicable licenses and the collection/payment of all Federal, State and Local taxes and CRV fees for operating this specified vending service.

4.11 TAXES

The Vendor shall be responsible for the payment of all taxes generated from sales in the execution of this Contract. These taxes shall be included in all prices of vended items.

4.12 OWNERSHIP OF EQUIPMENT

Ownership of all vending equipment provided by the Vendor shall remain with the Vendor. The District shall have no financial obligation to or interest in the equipment.

4.13 NON-DISCRIMINATION

The Vendor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, national origin, ancestry, sex, age, mental disability, medical conditions, marital status, or physical handicap except as provided in Section 12940 of the Government Code in the performance of this Contract and to comply with the provisions of the State Fair Employment Practices as set forth in Part 7 of Division 2 of the California Labor Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88352, and all amendments thereto; Executive Order 11246, and all administrative rules and regulations issued pursuant to such acts and order. Vendor understands that harassment of any District student or employee by Vendor's employees, agents or representatives, with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation, is strictly prohibited.

4.14 ASSIGNMENTS

The Vendor will not assign the whole or any part of this Contract to any other entity without express written consent of the District and all sureties executing bonds on behalf of the Vendor in connection with this Contract. Under no circumstances will any part of this Contract be transferred, sold, or sublet to any other entity without full consent and written approval of the District.

4.15 CHANGE IN OWNERSHIP OR NAME OF VENDOR

The Vendor will notify the District immediately upon any change of ownership, legal nature, or name, and provide adequate proof of such on request.

4.16 MINIMUM SALES REQUIREMENTS

There shall be no minimum sales requirements during the life of this Contract.

5. SERVICES and STAFF

The Vendor shall be responsible for providing sufficient personnel and support services to insure timely maintenance of vending machines to the satisfaction of the District. Machines shall be serviced frequently enough to insure a wide selection of products is available seven days a week.

5.1 CONDUCT OF STAFF

Vendor's staff shall always conduct itself in a professional, courteous, and safe manner while on District property, and be familiar with and adhere to District policies regarding parking and vehicle speed. Vendor's staff who disregards these items will be asked to leave the property and the Vendor will be notified of such disregard.

5.2 UNIFORMS

Vendor's staff, while performing the requirements of this Contract, shall be attired in uniforms which easily and appropriately identify the Vendor and the staff by name.

5.3 STOCKING/RESTOCKING

Vendor shall upon arrival for stocking/restocking of machines notify District personnel as designated by the District and upon completion of duties notify same. District personnel may elect to accompany the Vendor during this activity.

Vendor shall schedule restocking visits at a frequency mutually agreed upon by the District and the Vendor, ensuring optimum stock levels in machines at all times (with the exception of official school breaks) and timely removal of spoilable items prior to the expiration date. Vendor will indicate to the District if/when changes may be needed to that schedule. Specifically, machines containing sandwiches need to be checked and/or re-stocked on a daily basis.

Vendor shall have adequate supplies for each restocking visit to ensure complete filling of each machine.

5.4 CLEAN AND SANITARY

All vending areas and equipment, including exterior and interior surfaces, shall be maintained by the Vendor in a clean and sanitary condition that meets or exceeds regulations set forth by the District and by any public agency regulating food service operations. The District's custodial staff will perform reasonable cleaning of the areas near the machines, but the actual responsibility for cleaning and sanitation rests with the Vendor.

5.5 TRASH

All trash generated by the Vendor during its visits in association with this Contract shall be removed from the vending areas by the Vendor to an area designated by the District for trash collection. Vendor shall not leave any boxes, wrappers, spoiled food, or other detritus in the vending areas or in any area not designated by the District to be for trash collection.

5.6 PREVENTATIVE MAINTENANCE

Vendor shall have established a documented preventative maintenance program, including regular replacement of worn parts, for all equipment placed with the District to ensure proper and continuous operation. Back-up or replacement equipment and repair parts and components should be readily available to minimize any out-of-service time for any machine.

Vendor shall coordinate scheduled maintenance with designated District personnel to take place at such times as to minimize interruption of service (i.e. during non-peak times such as lunch). Vendor will provide District with detailed report upon completion of service.

Vendor shall have sole responsibility for maintaining the equipment in good, proper working order in accordance with policies, procedures, and practices of the original equipment manufacturer.

5.7 SERVICE CALLS and RESPONSE TIME

Vendor shall have established a documented procedure for the handling of calls for service for unexpected equipment malfunctions. That procedure shall include, but not be limited to:

- local or toll-free phone number for placing calls
- calls answered by a member of the Vendor's staff during usual and customary business hours
- answering machine or answering service for calls placed after business hours
- guaranteed on-site response time by a qualified service technician of twenty-four (24) hours for calls placed during business hours
- equipment replacement of similar nature for equipment that cannot be repaired on-site or that will be unable to be repaired within three (3) calendar days
- detailed report of service performed and anticipated completion time (if not completed in one call) presented to District staff at the conclusion of each visit.

In the event a vending machine cannot be maintained in a full operational status, that machine shall be replaced, within three (3) days, with an equivalent machine to insure continuity of vending services. All machines shall display a phone number to be used for reporting a machine that is malfunctioning/inoperable. It shall be the responsibility of the Vendor to maintain its vending equipment in a manner consistent with acceptable vending practice that will enhance product marketability and insure the continuation of required levels of service from all such vending machines installed on the RCCD campuses.

The District reserves the right to request permanent replacement of any piece of equipment it deems to have excessive malfunctions.

5.8 PERIODIC REVIEW

District representatives and the Vendor will conduct periodic reviews (equipment, service, promotions, finances and prices), once yearly at the minimum, to ensure that the existing Contract continues to be mutually beneficial terms, conditions and rates may be amended in writing with the consent of both parties.

6. PRODUCTS

6.1 LIST OF PRODUCTS and QUALITY CONTROL

The Vendor shall provide a varied, current, and popular selection of products, including but not limited to the following:

- chips
- cookies
- candies, mints
- Hostess or equivalent
- Lunchables or equivalent
- Hot Pockets, Lean Pockets, or equivalent
- sandwiches (fresh)
- burritos (fresh or frozen)
- popcorn (microwave and/or ready-to-eat)
- juices
- milk
- hot beverages

All brands offered must be well-recognized and commonly accepted by consumers in Southern California.

Gum, cigarettes and any other tobacco products are not permitted in the vending machines on any District property..

6.2 PRODUCT APPROVAL AND EVALUATION

The District shall be the sole judge of whether a product meets normally accepted standards for food and beverages in vending machines. Items the District deems to be unacceptable or unsatisfactory shall be removed from the vending machines immediately upon request. The decision of the District regarding each or any item shall be final.

If requested, the Vendor shall submit, at no charge to RCCD, one sample for each item requested for evaluation. Samples shall be submitted, properly labeled and with the Vendor's name, to the office listed in 2.1 of the RFP. Evaluation and quality control elements include:

- a. Appearance
- b. Taste
- c. Texture
- d. Shelf life
- e. Color
- f. Size and weight
- g. Aroma (where applicable)

- h. Packaging
- i. Include proposal for fresh made sandwiches and salads

The District reserves the right to discontinue service of all or any portion of any Contract resulting from this bid for any reason determined by the RCCD to be detrimental to the health and welfare of the students and college personnel, or fails to meet Contract specifications or wholesomeness standards, and to hold the Vendor in default. All products received under this Contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality and the State of California (where the Vendor's plant is presumably located) or by the applicable federal standards, whichever is higher.

6.3 PRODUCT LABELING / FRESHNESS/ PERISHABLES

All vended products shall be labeled in compliance with all U.S.D.A., F.D.A., state and local regulations regarding such, including but not limited to freshness dating ("use by" or expiration date), ingredients, and nutritional information.

All vended items not sold prior to the freshness expiration date shall be removed from the machines by the Vendor on or before that date and replaced with fresh, new items. The Vendor shall not allow spoiled food items to remain in vending machines. The District may instruct the Vendor on a preferred rotation schedule for perishable items.

6.4 FRESH PRODUCTS – PREPARATION and PACKAGING

All fresh products provided by the Vendor shall be processed/prepared according to the highest health and sanitation standards for plant facilities and food processing established by local, state, and federal agencies governing such activities.

All fresh products provided by the Vendor shall be packaged in accordance with generally accepted standards for such vended products, and are required to display legible, open code dating to indicate the freshness expiration of that item.

6.5 APPEARANCE and SPACE

Vending equipment shall be of uniform appearance and height, and modular so as to be of attractive presentation to the customers. Equipment shall be of modern design and shall have a color scheme appropriate for the environment where it is installed. The District shall have final approval of equipment prior to installation.

Vending equipment shall fit in the space available at each location. Should there not be equipment available to fit in the space allowed, the vendor and the District shall arrive at a mutually agreed upon manner in which to proceed.

6.6 MANUFACTURER / CERTIFICATION

Vending equipment shall be manufactured by a manufacturer widely-recognized and respected in the food service industry and shall be certified by the National Automatic Merchandising Association (N.A.M.A.) as meeting its standards. Proof of certification is to be provided to the District by the Vendor.

6.7 PACKAGING

All vended items provided by the vendor are to be packaged in accordance with generally accepted standards for such vended products. All prepared or perishable items are required to carry legible, open code dating to indicate expiration date of each item.

6.8 PRICING

Vend prices shall be mutually agreed to by the district and the Vendor. At no time shall Vendor's pricing be lower than the pricing charged by the District's food service department for similar product, nor shall it be higher than the District's consumer market will bear. The Vendor shall not change prices without prior written approval of the District. The District and the Vendor will review prices and portions periodically and any price increase requests made by the vendor must be in writing and be justified. Any adjustments agreed upon shall be made during an academic break.

6.9 ACCESS TO EQUIPMENT

The District shall have the opportunity, periodically, if it so chooses, to inspect machines and contents, accompanied by the Vendor's representative.

6.10 INCREASING and/or DECREASING MACHINES AND LOCATIONS

As the District grows, and facilities are expanded, additional machines may be requested. The machines which are added must meet or exceed the same specifications as the machines installed at the commencement of the Agreement. The terms of the Agreement shall not be altered by the addition of such machines. Installation of additional machines shall be done in accordance with the terms contained herein as though it was a beginning-of-Agreement installation.

Conversely, after the start of the Agreement, the number and type of machines may be permanently reduced or service suspended, or reduced by mutual agreement between the District and the Vendor. Requests from the Vendor to remove machines or suspend or reduce services must be supported by appropriate written justification and approved in writing by the District. The District will advise the Vendor of the academic calendar and of any anticipated changes in

building utilization which could warrant a change in vending concept.

6.11 TYPES and NUMBER OF MACHINES

The Vendor shall provide an appropriate number of machines to equal or exceed the District's existing service, subject to the approval of the District.

7. EQUIPMENT FEATURES

Vending machines shall have, as a minimum, the following features:

- ability to vend different types of products from a single machine
- dispense product on a first-in-first-out basis and dispense that product being merchandised
- variable pricing capabilities
- validators
- non-reset counters
- appropriate refrigeration as required for perishables
- thermostats
- UL approval
- thermal overload protection
- compliance with applicable electrical standards and specifications

7.1 QUANTITY and TYPES OF MACHINES.

- a. All vending machines installed shall be subject to approval by the District and be of modern design and color scheme appropriate for the District's educational environment. They must be NAMA certified Spec sheets for each type of machine is to be furnished to the District.
- b. Machines must not be in excess of four (4) years old and fully reconditioned.
- c. Machines must be installed with District-approved wall brackets or floor bolting for seismic tie-down purposed.
- d. All vending machines installed shall be in compliance with all applicable Federal, State and Local laws and all Health/Sanitation standards.
- e. District prefers that machines accept dollar bills, coins, credit cards and debit cards. In the event that credit cards and debit cards are not accepted a change machine is required for banks of three (3) or more vending machines.
- f. The Vendor is to furnish a list of the quantity of each type of machine planned to install in each location of the three campuses. It is expected that the number of machines furnished initially will be greater than the number presently in place. If additional vending areas are made available on any campus, the Vendor will be expected to supply an appropriate number of machines at that location.

- g. If any machine turns out, in the judgment of the Vendor, to be unproductive, the Vendor may remove such a machine with the consent of the District.
- h. If vending machine replacement is necessary, date, time and machine type must be provided by the District.

7.2 VOLTAGE and UTILITY CONNECTIONS

The District shall furnish all utility connections for the current type/class of vending machines being used on its three campuses. In the event the Vendor proposes to use vending machines with increased utility requirements, the Vendor shall bear the cost associated with providing those increased utilities. However, if such added utility requirements are the result of additional machines desired by the District and agreed to by the Vendor, the District shall bear the cost of the additional circuits needed for this purpose.

7.3 ACCESS TO MACHINES

The Vendor shall access the campuses' driveways/buildings for the purpose of stocking and repairing vending machines and collections at such times that minimize vehicle traffic congestion, noise, pedestrian traffic interruptions, etc. Vending trucks/vehicles shall not be permitted on internal campus sidewalks. The District shall have ultimate authority in any matter concerning delivery/access of the campus environments, including the right to restrict use of campus streets and driveways

7.4 INSTALLATION

The change-over to the Vendor may be accomplished as follows:

- a. The Vendor will be responsible for providing all vending equipment and installation.
- b. The Vendor will be responsible for all installation expenses.
- c. The Vendor will work with the appointed District representative to insure a smooth transition.

7.5 MACHINE ENCLOSURES

Wherever there is a bank of three or more vending machines, the District a) prefers the Vendor(s) furnish machines that accept credit card and debit card transactions; b) requires that the Vendor provide an attractive valance (or 3-sided frame) covered with plastic laminate or similar material, with lettering agreed upon mutually between the District and the Vendors. The cost of such frames shall be borne by the Vendor(s). It is expected that the Vendor, together with the Vendor of soft drinks, will share the cost of these frames on a mutually agreeable basis. Any disputes will be referred to the District representative who shall arbitrate such disputes in a neutral and objective manner.

8. COMMISSIONS, PAYMENTS, and ACCOUNTING

8.1 COMMISSION PAYMENT AND REPORTS

A single check for all commissions due for one (1) accounting period shall be submitted by the Vendor no later than the twentieth calendar day following the close of said period. The Vendor will, if possible to align their account reports to match the RCCS accounting cycle. RCCD is on a calendar period system, with the Fiscal Year running from July 1 to June 30th. The RCCD Accounting Department is available to work with the Vendor to facilitate the transition. The commission check shall be made payable to the Riverside Community College District, Attn: Auxiliary Business Services.

If the Vendor's payments are received later than the twentieth calendar day following the close of the last accounting period, the District will charge a late fee consisting of five (5) % of the total amount due.

The Vendor shall also furnish to the District representative, a monthly report which, at the minimum, shall include revenues broken down by detail product mix, then by location and type of machine. The revenues for each campus should be shown separately, as well as cumulatively for the entire District.

8.2 ACCOUNTING

The Vendor shall furnish the District with an outline of its own system for accountability and record-keeping by which its auditors verify the accuracy and thoroughness of controls related to product issue and cash collections. This report is to be used by RCCD's auditors to use in ascertaining the propriety and accuracy of commissions due and paid to the District. All of the Vendor's records pertaining to product dispersal and sales collections covered by this agreement shall be made available upon demand by RCCD for the purpose of audit.

8.3 REFUNDS

The Vendor shall maintain a refund procedure at a mutually agreed-upon location on each of the three campuses, where refunds can be offered. The Vendor shall provide, to the District's satisfaction, a system for keeping track of refund payments and must make certain that refunds are replenished as necessary. The District will cooperate with the Vendor in cases where individuals clearly abuse the refund system.

8.4 COLLECTIONS OF MONIES FROM MACHINES

All collections of monies from the vending machines shall be made by the Vendor's

representative in accordance with the industry standard for safety and security and with the District's agreement as to procedure.

8.5 RECORD RETENTION

The Vendor shall retain all records pertaining to its service to the District for a period of five (5) years past the termination of this Agreement.

8.6 AUDIT

The District reserves the right to audit any and all records pertaining to sales under this agreement at the Vendor's facility with a twenty-four (24) hour written notice to the Vendor. Failure by the Vendor to allow such audit will be considered a breach of Agreement and a cause for termination of the Agreement.

Whenever an audit is conducted, if the District finds that commissions have been miscalculated, the Vendor agrees that it shall promptly pay the District the amount of the miscalculated commission. If the commissions have been miscalculated by three percent (3%) or more, the Vendor agrees that, in addition to paying the District the amount of the miscalculated commission, the Vendor shall pay the District an additional amount which shall be calculated by multiplying the amount of the miscalculated commission by the number of percentage points of the miscalculation.

The District shall be advised by the Vendor of any scheduled independent audit of its operations. The District shall have the option to participate in such audits and may request a full report of such audits.

8.7 FINAL PAYMENT

Upon expiration or termination of this Agreement, commissions due the District shall be paid on sales until all equipment has been removed, and the removal date shall be indicated on the period statement when each piece of equipment was removed. The guaranteed yearly commission shall be pro-rated to the date the equipment is removed and if sales commissions due are less than the pro-rated amount, the pro-rated amount shall be due the District.

9. EXPERIENCE AND FINANCIAL ABILITY

9.1 EXPERIENCE

The Vendor must have a minimum experience of five (5) years of continuous experience in the management and operation of comparable vending services, as determined by the number of machines being services, similar facilities, and comparable annual sales volumes.

9.2 FINANCIAL ABILITY

The Vendor shall annually provide the District with a copy of its certified financial statement not later than ninety (90) calendar days immediately following the end of the Vendor's fiscal year.

10. COMMISSION PROPOSAL

The Vendor guarantees a minimum yearly commission of \$22,000, or 25% on gross sales, whichever is greater, in exchange for the right to be the exclusive vendor of vended food, snack, and hot beverage products. At the end of each year, if actual commissions due the college are less than the guaranteed yearly commission, the Vendor will pay the difference to the District.

IN WITNESS WHEREOF, the District and the Vendor have executed this Agreement on the _____ day of _____, 2007.

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

NORTH COUNTY VENDING, INC.

By: _____
SIGNATURE

By: _____
SIGNATURE

Aaron Brown

Mark Veyveris

*Interim Vice Chancellor,
Administration and Finance*

VP of Business Services

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: VI-A-8

Date: August 21, 2007

Subject: Agreement with Doris Griffin

Background: Attached for the Board's review and consideration is a proposed independent contractor agreement between Riverside Community College District and Doris Griffin to perform services and produce deliverables as detailed therein. The Riverside Community College District implemented an electronic degree audit program in 2003. Originally, the electronic degree audit included only coursework completed in the Riverside Community College District. On March 20, 2007 the Board of Trustees approved a short term agreement with Doris Griffin to expand degree audit to include courses from the five most common transfer institutions. The deliverables from this contract will allow the District to continue to expand its electronic degree audit by entering courses from 20 additional transfer institutions. The term of this agreement is August 22, 2007 through June 30, 2008. The total fee for this agreement shall not exceed \$32,500.00. Funding source: Matriculation funds.

Recommended Action: It is recommended that the Board of Trustees approve the attached agreement with Doris Griffin for the period from August 22, 2007 through June 30, 2008, for an amount not to exceed \$32,500.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement.

James L. Buysse
Interim Chancellor

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

INDEPENDENT CONTRACTOR AGREEMENT
WITH
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
Doris Griffin

This Agreement, entered into this August 22, 2007, between RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "Client," and Doris Griffin, whose address is 8284 N. McDonald, Fresno, CA 93720, hereinafter referred to as the "Contractor".

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning August 22, 2007 and will continue in effect until June 30, 2008.

ARTICLE II. SERVICES TO BE PERFORMED BY CONTRACTOR

2.01 Contractor agrees to perform the services specified in the " Scope of Services " attached to this Agreement as "Exhibit A" and incorporated by reference herein.

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by the Contractor, Client shall pay Contractor as described in "Exhibit B" attached hereto and incorporated by reference herein.

ARTICLE IV. OBLIGATIONS OF CONTRACTOR

4.01 Minimum Amount of Service. Contractor agrees to devote its best efforts to performance of the services outlined in "Exhibit A" on behalf of Riverside Community College District (RCCD). Contractor may represent, perform services for, and be employed by such additional clients, persons, or companies as Contractor, in Contractor's sole discretion, sees fit.

- 4.02 Time for Performance of Services. Contractor shall meet with the Client and complete deliverables as outlined in "Exhibit A."
- 4.03 Indemnification. Client and Contractor mutually agree to indemnify and hold each other free and harmless from any obligations, costs, claims, judgments, attorneys' fees and attachments arising from, growing out of, or in any way connected with the services rendered to each other pursuant to the terms of the Agreement.
- 4.04 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
- 4.05 Treatment of Client Information. Contractor shall regard all Client data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.
- 4.06 Non Discrimination. Contractor will comply with all Federal and State guidelines and/or regulations and will not discriminate against any person in the provision of services on the basis of race, religion, gender, disability, medical condition, marital status, age or sexual orientation. Further, Contractor is on notice that harassment of any employee/student with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited by Client.

ARTICLE V. OBLIGATIONS OF CLIENT

- 5.01 Cooperation of Client. Client agrees to comply with all reasonable requests of the Contractor and provide access to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.
- 5.02 Use of Project Deliverables. Client may use the deliverables from this work without restrictions of any kind.

ARTICLE VI. TERMINATION OF AGREEMENT

6.01 Termination Upon Notice. Notwithstanding any other provision of this Agreement, either party hereto may terminate this Agreement at any time upon 30 days written notice to the other party.

ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.02 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 7.03 Independent Contractor. Contractor, and its officers, employees, and agents, shall act in an independent capacity during the term of this agreement and not as officers, employees or agents of RCCD.

Riverside Community College

Consultant

Aaron Brown
Interim Vice Chancellor,
Administration and Finance

Doris Griffin
Independent Contractor

Date

Date

EXHIBIT A

Riverside Community College District
Independent Contractor Agreement with Doris Griffin

SCOPE OF SERVICES

With this Agreement, Doris Griffin will perform services and produce deliverables as detailed within this scope of service.

Scope of Service

Brief Description of Project: In 2003, RCCD committed to the development and implementation of Datatel's Electronic Degree Audit Module. Due to time and resource constraints, the decision was made to initially implement degree audit for only those courses taken in the Riverside Community College District. Historically, RCCD manually enters courses that students have taken at other colleges if they are needed to meet prerequisite requirements, and the degree audit module applies to applied courses taken within the District. We are currently developing and implementing a process to electronically enter student transcripts from other colleges. The first step toward the implementation of this process was to build the course equivalencies within the Datatel system for five transfer institutions and train appropriate college personnel in 2006-2007. The next step incorporates the deliveries from this contract that will allow the District to continue to build course equivalencies within the Datatel system for additional transfer institutions.

Scope of Services: Contractor will enter course equivalencies for degree applicable courses from a maximum of 20 out of 25 of the transfer institutions as delineated in following deliverables.

Deliverables: The following will be delivered to the Client as a result of the provision of services described within this Scope of Services. All work must be completed by June 30, 2008. Contractor will:

- Build Course Equivalencies in RCCD's Datatel System for Cerritos College's Degree Applicable Courses.
- Build Course Equivalencies in RCCD's Datatel System for Santa Ana College's Degree Applicable Courses.

- Build Course Equivalencies in RCCD's Datatel System for Fullerton College's Degree Applicable Courses.
- Build Course Equivalencies in RCCD's Datatel System for Irvine Valley College's Degree Applicable Courses.
- Build Course Equivalencies in RCCD's Datatel System for Victor Valley College's Degree Applicable Courses.
- Build Course Equivalencies in RCCD's Datatel System for Saddleback College's Degree Applicable Courses.
- Build Course Equivalencies in RCCD's Datatel System for Cypress College's Degree Applicable Courses.
- Build Course Equivalencies in RCCD's Datatel System for Rio Hondo College's Degree Applicable Courses.
- Build Course Equivalencies in RCCD's Datatel System for Golden West College's Degree Applicable Courses.
- Build Course Equivalencies in RCCD's Datatel System for Long Beach Community College's Degree Applicable Courses.
- Build Course Equivalencies in RCCD's Datatel System for Los Angeles Harbor College's Degree Applicable Courses.
- Build Course Equivalencies in RCCD's Datatel System for Los Angeles City College's Degree Applicable Courses.
- Build Course Equivalencies in RCCD's Datatel System for San Diego City College's Degree Applicable Courses.
- Build Course Equivalencies in RCCD's Datatel System for Palomar College's Degree Applicable Courses.
- Build Course Equivalencies in RCCD's Datatel System for Orange Coast College's Degree Applicable Courses.
- Build Course Equivalencies in RCCD's Datatel System for University of California, Riverside's Degree Applicable Courses.
- Build Course Equivalencies in RCCD's Datatel System for La Sierra University's Degree Applicable Courses.
- Build Course Equivalencies in RCCD's Datatel System for California Baptist University's Degree Applicable Courses.
- Build Course Equivalencies in RCCD's Datatel System for California Poly Pomona's Degree Applicable Courses.
- Build Course Equivalencies in RCCD's Datatel System for California State University, Fullerton's Degree Applicable Courses.
- Build Course Equivalencies in RCCD's Datatel System for University of Phoenix's Degree Applicable Courses.
- Build Course Equivalencies in RCCD's Datatel System for Loma Linda University's Degree Applicable Courses.

- Build Course Equivalencies in RCCD's Datatel System for Univeristy of Redlands's Degree Applicable Courses.
- Build Course Equivalencies in RCCD's Datatel System for University of LaVerne's Degree Applicable Courses.
- Build Course Equivalencies in RCCD's Datatel System for California State University, San Bernardino.

Other Commitments from Client:

- Client will provide Contractor catalogs from Colleges listed in "Deliverables" with RCCD course equivalencies noted for all degree applicable courses.
- Client will provide Contractor remote access to Client's data.

EXHIBIT B

Riverside Community College District
Independent Contractor Agreement with Doris Griffin

COMPENSATION

Building Course Equivalencies in RCCD's Datatel System

1. As compensation for the services to be rendered on the building of course equivalencies in RCCD's Datatel System. Riverside Community College shall pay to the Contractor an amount not to exceed \$32,500.00 to be paid in arrears upon submission of invoices detailing the tasks successfully completed as per the following:
 - Development and acceptance of Course Equivalencies for Cerritos College's Degree Applicable Courses --\$1,250.00
 - Development and acceptance of Course Equivalencies for Santa Ana College's Degree Applicable Courses --\$1,250.00
 - Development and acceptance of Course Equivalencies for Fullerton College's Degree Applicable Courses --\$1,250.00
 - Development and acceptance of Course Equivalencies for Irvine Valley College's Degree Applicable Courses --\$1,250.00
 - Development and acceptance of Course Equivalencies for Victor Valley College's Degree Applicable Courses --\$1,250.00
 - Development and acceptance of Course Equivalencies for Saddleback College's Degree Applicable Courses --\$1,250.00
 - Development and acceptance of Course Equivalencies for Cypress College's Degree Applicable Courses --\$1,250.00

- Development and acceptance of Course Equivalencies for Rio Hondo College's Degree Applicable Courses --\$1,250.00
- Development and acceptance of Course Equivalencies for Golden West College's Degree Applicable Courses --\$1,250.00
- Development and acceptance of Course Equivalencies for Long Beach College's Degree Applicable Courses --\$1,250.00
- Development and acceptance of Course Equivalencies for Los Angeles Harbor College's Degree Applicable Courses --\$1,250.00
- Development and acceptance of Course Equivalencies for Los Angeles City College's Degree Applicable Courses --\$1,250.00
- Development and acceptance of Course Equivalencies for San Diego City College's Degree Applicable Courses --\$1,250.00
- Development and acceptance of Course Equivalencies for Palomar College's Degree Applicable Courses --\$1,250.00
- Development and acceptance of Course Equivalencies for Orange Coast College's Degree Applicable Courses --\$1,250.00
- Development and acceptance of Course Equivalencies for University of California, Riverside's Degree Applicable Courses --\$2,000.00
- Development and acceptance of Course Equivalencies for La Sierra University's Degree Applicable Courses --\$2,000.00
- Development and acceptance of Course Equivalencies for California Baptist University's Degree Applicable Courses --\$2,000.00
- Development and acceptance of Course Equivalencies for California Poly Pomona's Degree Applicable Courses --\$2,000.00
- Development and acceptance of Course Equivalencies for California State University, Fullerton's Degree Applicable Courses --\$2,000.00
- Development and acceptance of Course Equivalencies for University of Phoenix's Degree Applicable Courses --\$2,000.00
- Development and acceptance of Course Equivalencies for Loma Linda University's Degree Applicable Courses --\$2,000.00
- Development and acceptance of Course Equivalencies for University of Redlands' Degree Applicable Courses --\$2,000.00
- Development and acceptance of Course Equivalencies for University of LaVerne's Degree Applicable Courses --\$2,000.00
- Development and acceptance of Course Equivalencies for California State University, San Bernardino's Degree Applicable Courses --\$2,000.00

The full amount for the 20 of the 25 catalogs, not to exceed \$32,500.00 will be paid upon official final acceptance of course equivalency test results and satisfactory completion of the training of appropriate RCC personnel to continue building and maintain the course equivalencies. All work must be completed by June 30, 2008.

This agreed upon total includes all Contractor outlays (time, travel, materials, etc.). Service provision may be discontinued at any time RCCD deems it is no longer needed.

2. If the Contractor is not able to render all services outlined in "Exhibit A", the Contractor will be paid for services rendered up to that point.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: VI-A-9

Date: August 21, 2007

Subject: Agreement with Turbo Data Systems, Inc.

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Turbo Data Systems, Inc. to provide processing of parking citations for the Department of Safety and Police on all three campuses. These services include the entering of manual citation data, database maintenance, electronic citation processing, online reporting, notice processing, and collection and payment processing. The term of the agreement is from August 22, 2007 through June 30, 2008, for an amount not to exceed \$41,000.00. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees approve this agreement, from August 22, 2007 through June 30, 2008, for an amount not to exceed \$41,000.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement.

James L. Buysse
Interim Chancellor

Prepared by: Hank Rosenfeld
Director/Chief, Department of Safety and Police

AGREEMENT FOR PROCESSING
OF PARKING CITATIONS

This Agreement is entered into by and between Turbo Data Systems, Inc. (TDS/CONTRACTOR), a California Corporation, and Riverside Community College DISTRICT, (hereinafter "Customer").

Whereas, TDS and the Customer desire to enter into an agreement whereby TDS will process parking citations for the Customer pursuant to the terms and conditions set forth herein.

In consideration of the mutual covenants, conditions, representations and warranties contained herein the parties hereby agree as follows:

1. **PURPOSE.** The purpose of this Agreement is for TDS to process parking citations for the Customer in a timely manner.

2. **SCOPE OF SERVICES.** When and as directed by the Customer, TDS shall perform the following services in processing all parking citations:

See Attached Scope of Services

3. **TERM.** The term of this agreement shall be August 22, 2007 through June 30, 2008, with four additional one year renewal periods, upon written consent of both parties.

4. **CONSIDERATION.** In consideration for services performed by TDS as provided in this agreement, Customer shall pay TDS pursuant to the terms set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference.

5. **PAYMENT OF FEES.** Charges determined on the basis set forth in Exhibit "A" shall be billed on a monthly basis in arrears and payment therefore shall be made within fifteen (15) days after submission of each separate invoice.

6. **ACCOUNTING RECORDS.** Records of the citations processed by TDS shall be available for examination by the Customer or its authorized representative(s) at a time agreeable to the Customer and TDS within one week following a request by the Customer to examine such records. Failure by TDS to permit such examination within one (1) week of a request shall permit the Customer to withhold all further payments until such examination is completed unless the Customer in writing authorizes an extension of time for examination.

7. **TIME OF PERFORMANCE.** Time is of the essence, and TDS shall perform the services required by this agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this agreement as set forth in Sections 1 and 2.

8. INDEPENDENT CONTRACTOR. At all times during the term of this agreement, TDS shall be an independent contractor and shall not be an employee of the Customer. The Customer shall have the right to control TDS only insofar as the results of TDS's services rendered pursuant to this agreement; however, Customer shall not have the right to control the means by which TDS accomplishes the services rendered pursuant to this agreement.

9. FACILITIES AND EQUIPMENT. TDS shall, at its own cost and expense, provide all facilities and equipment that may be required for performance of the services required by this agreement.

10. TDS agrees to defend, indemnify, hold free and harmless the Customer, its elected officials, officers, agents and employees, at contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the Customer, its elected officials, officers, agents and employees arising out of the performance of the contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the Customer, its elected officials, officers, agents and employees based upon the work performed by the contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the contractor shall not be liable for the defense or indemnification of the Customer for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the Customer. This provision shall supersede and replace all other indemnity provisions contained either in the Customer's specifications or contractor's proposal, which shall be of no force and effect.

11. INDEMNIFICATION BY CUSTOMER. TDS shall use due care in processing work of the Customer. Any errors shall be corrected by TDS at no additional charge to the Customer. TDS shall be entitled to reimbursement from the Customer for any expenses incurred by TDS for the correction of any erroneous information provided by the Customer and TDS shall not be responsible for Customers' losses and expenses resulting from erroneous source materials provided by the Customer. Neither party shall be liable to the other for any indirect or consequential losses or damages resulting from any errors within the scope of this Section 11.

12. FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS. In the performance of this agreement, TDS shall comply with all applicable provisions of the California Fair Employment Practices Act (California Labor Code Sections (410 et seq.) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e 217), whichever is more restrictive.

13. AGENCY. Except as Customer may specify in writing TDS shall have no authority, expressed or implied, to act on behalf of the Customer in any capacity whatsoever as an agent. TDS shall

have no authority, expressed or implied, pursuant to this agreement to bind Customer to any obligation whatsoever.

14. **CHANGES IN LAW.** Should there be any changes in the law applicable to the processing of parking citations which would require material changes in the method of the processing as contemplated in this agreement, or materially reduce or eliminate the amount of revenue received by the Customer from parking citations, this agreement shall terminate on the date such law becomes effective, provided either party gives sixty (60) days notice of termination. Any changes in the processing of parking violations as a result of changes in the law or DMV regulations affecting such violations, which do not materially add to the cost of processing such citations by TDS shall be implemented by TDS at the request of the Customer, provided however, that the cost of such implementation does not exceed the fee paid to TDS for performing such services. If any such change results in the cost of processing citations exceeding the amounts provided for in Section 4 and the Customer declines to amend this agreement to provide for the payment of such increased costs, the agreement shall terminate as of the effective date of the change in the law or regulations.

15. **OWNERSHIP OF SOFTWARE.** Customer acknowledges that the software and software programs used by the Customer or used for the Customer's benefit which were developed by TDS are the sole property of TDS and the Customer obtains no right or interest in the software by virtue of this agreement.

16. **OWNERSHIP OF DOCUMENTS.** All citations, electronic and handwritten; reports; electronic storage media; and other documents, including copies and reproductions assembled or prepared by TDS or TDS' agents, officers, or employees in connection with this Agreement, including any and all copyright interest therein, shall be the property of the Customer and shall be delivered to the Customer upon either the completion or termination of this Agreement. Copies of said documents may not be retained by TDS, and shall not be made available by TDS to any individual or organization without the prior written approval of Customer, except as required by law. TDS or TDS's agents shall execute such documents as may be necessary from time to time to confirm Customer's ownership of the copyright of such documents.

17. **FORCE MAJEURE.** Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but are not limited to, Acts of God, strikes, riots, acts of war, epidemics, fire, communication line failure, earthquakes or other disasters.

18. **TERMINATION.** This agreement may be terminated by either party upon ninety (90) days written notice. At such time, TDS agrees to provide Customer, in computer readable form, a copy of all data files to service its citations.

19. **NOTICE.** Whenever it shall be necessary for either party to serve notice on the other respecting this agreement, such notice shall be served by certified mail addressed to:

TDS: Turbo Data Systems, Inc.
18302 Irvine Blvd, Suite 200
Tustin, CA 92780
Roberta J. Rosen, President

CUSTOMER: Riverside Community College District
Police Department
4800 Magnolia Avenue
Riverside CA 92506

unless and until different addresses may be furnished in writing by either party to the other, and such notice shall be deemed to have been served within seventy-two (72) hours after the same has been deposited in the United States Post Office by certified mail. This shall be valid and sufficient service of notice for all purposes.

20. EXTENT OF AGREEMENT. This agreement represents the entire and integrated agreement between Customer and TDS and supersedes any and all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Customer and TDS. This agreement may only be assigned with the express written consent of each of the parties hereto. In the event that any provision hereof is deemed to be illegal or unenforceable, such a determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which remain in full force and effect.

21. VENUE/LITIGATION COSTS. This Agreement will be governed by and construed in accordance with the laws of the State of California. If any legal action or any other proceeding is brought to enforce the terms of this agreement, or because of an alleged dispute, breach, or misrepresentation in the connection with any of the provisions of this agreement, the successful or prevailing party or parties shall be entitled to recover their reasonable attorneys' fees and other costs incurred in that action or proceeding, including the costs of appeal in addition to any other relief to which it or they may be entitled.

22. EFFECTIVE DATE OF THIS AGREEMENT. This agreement, made in duplicate, shall be effective from and after August 22, 2007.

Executed on this ____ day of _____, 2007.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

TURBO DATA SYSTEMS, INC.

By: _____
Aaron Brown, Interim Vice Chancellor
Administration and Finance

By: _____
Roberta J. Rosen
President

EXHIBIT "A"

Basic Processing Fee – Automated Citations:

\$0.80 per citation

Manual citations and automated citations entered after 48 hours:

\$0.92 per citation

Included: TDS entry of citations and citation dispositions (bounced checks, payments, extensions, etc.), database maintenance, daily system backups, DMV interface (r/o retrieval and placing and releasing registration holds), weekly/monthly reporting, toll-free telephone number (for public access), Interactive Voice Response System (IVRS), Customer Service Representatives (8:00 am – 5:00 pm, Monday through Friday, excluding holidays), customized recorded telephone information, ongoing Client support, correspondence and other documentation, daily pick up of payments and other documents from a TDS provided P. O. Box, daily payment processing, bank deposits, Internet-based online inquiry access to the City's database and documentation and training for successful use of TDS provided online system.

Due to the fact that fees for processing services are determined by unit and that there are certain fixed costs required to perform these services, regardless of volume, the minimum monthly invoice amount for basic citation processing fees shall be \$500.00.

Notice Mailing

\$0.72 per notice mailed

Out of State Processing

30% of amount collected

No charge until payment is collected. No charge if payment is made prior to a notice. If payment is collected via credit card, normal credit card fees will apply in addition.

Administrative Adjudication Processing

\$2.20 per letter sent

Includes mailing all administrative review result letters, hearing result letters, scheduling of all hearings and mailing hearing schedule letters to the public. Forms, notices and postage included.

Final Notice Fee

\$0.72 per notice mailed

Credit Card Payment Processing

\$3 Fee Paid by Violator
No Charge to Agency

Online System Access for Agency Personnel \$40 per month per workstation (first 3 included at no charge)

Online Inquiry Access for the Public	Fee Waived
REPORTNet Online Reporting	No Charge
Special Collections (Optional)	30% of amount collected

Fee Increases:

Postal Rate Increase Offset – Fees will increase immediately to offset the amount of any postal increase.

Annual CPI Increase – Fees will increase according to the CPI for each 12-month period.

SCOPE OF SERVICES
PARKING CITATION PROCESSING AND COLLECTION

TDS shall perform the following services in processing all parking citations:

- A. Basic Processing – TDS will enter manual citations and citation dispositions into Customer's database within 2 business days. The basic service includes database maintenance, daily system backups, toll-free phone number for the public, Interactive Voice Response System (IVRS) with customized recorded information and citation lookup capability, pticket.com web-based Inquiry System for the public with customized content, Customer Service Representatives (8:00 am – 5:00 pm, Monday through Friday, excluding holidays) to speak with the public regarding parking citation issues, ongoing Client support, and documentation and training for use of the TDS-provided online system.
- B. Handheld Ticket writer Interface - TDS will provide for automated import of electronic citations into Customers database within 1 business day. TDS will maintain and update the hot sheet or scofflaw files on a daily basis for Customer to upload into their handheld ticket writers. TDS will work with Customer to implement any changes required for handheld ticket writer equipment.
- C. System and Document Storage - Citations paid or dismissed will be retained on the computer system for 3 years and then removed. Unpaid citations will be retained on the computer system for 5 years and then removed. Citation documents will be stored for 6 months from date of issue and then returned to Customer or shredded. Payment documents will be stored for 6 months from the date of payment and then returned to Customer or shredded.
- D. Online Reporting - Provide monthly reports online indicating the status of all citations, such reports to be available for Customer access no later than the thirtieth (30th) day of the following month.
- E. DMV Interface for Registered Owner Name Retrieval - Attempt to obtain names and addresses of registered owners of cited vehicles for those citations that have not been cleared prior to their notice generation date.

- F. Notice Processing - Print the required Notice and mail to each registered owner whose name has been retrieved within 15 to 21 days after the citation has been issued. Includes second notices mailed for bounced checks, partial payments, and name or address changes. The notice date shall be extended whenever there is an unusual delay in delivery of information or citations to TDS. All postage, notice forms and envelopes will be provided by TDS.
- G. DMV Interface for Placing Registration Holds - Transmit a Notice of Delinquency to the California DMV for vehicles with California license plates after a Notice of Violation has been mailed to the registered owner and TDS has not received notification that the citation has been cleared. This Notice of Delinquency will be transmitted to the California DMV within 2 business days after the date specified by the Customer to be the DMV Date.
- H. DMV Interface for Releasing Registration Holds - Transmit a Notice to the California DMV that a Notice of Delinquency has been cleared within 2 business days after TDS has received notification of clearance.
- I. DMV Interface for Monthly Payment File – Receive payment file from DMV as available (currently monthly) and update DMV transactions into Customers database, providing reporting for reconciliation purposes.
- J. Delivery Service – Customer will mail documents to TDS and TDS will UPS documents to Customer on at least a weekly basis.
- K. Collection and Payment Processing - TDS will provide the following collection and payment processing services for Customer:
- Provide P. O. Box where payments are mailed
 - Courier pickup from P. O. Box daily
 - Open all mail
 - Verify payment amounts and record on computer system within 2 business days (48 hours)
 - Use postmark date to establish payment date
 - Respond to reasonable non-judicial public inquiries by phone and mail
 - Return questionable mail to Customer for decision
 - Make bank deposits to Customer bank account
 - Verify amounts deposited, by citation number
 - Provide toll-free number for citizen inquiries
 - Provide reports for bank statement reconciliation
 - Provide monthly Paid Citation Distribution Report

- L. Out of State Citations - TDS shall process citations for non-California license plates by entering the citation information into the system database and reporting them along with all other citations on the database with the standard reports. If they become delinquent, requests for registered owner information will be sent to the appropriate out-of-state DMV. The Notice of Intent will be generated to the registered owner and the fine amount requested. TDS will incur all costs for this processing, including out-of-state DMV fees and charges. TDS will receive payment from Customer based on the amount of revenues collected from out-of-state citations after the Notice of Intent has been issued. This amount will be billed monthly for the prior months' receipts (as determined from our database and/or reports). Payments collected via credit card will also incur credit card fees.
- M. IVR and Web Payment Systems - Payment by Credit Card - Through the Interactive Voice Response (IVR) System that all callers go through when they call our Toll Free numbers, and through the pticket.com web site, we are able to accept credit card payments via Visa and MasterCard. The systems authorize each transaction while the caller is on the phone or online. Customers are given an authorization number or email confirmation to confirm their charge. The IVR system and the pticket.com web payment system both automatically update the citation database with the payment immediately. Credit Card monies are paid to a Turbo Data Systems bank account and are reconciled monthly. Each customer receives their own "merchant statement" from the bank which is balanced with a "credit card postlog" which shows in detail which citations were paid and for what amount, along with the deposit slip from the bank showing that these funds have been deposited into the customers account. Should there be any charge backs to a merchant account, the funds are pulled directly from the Turbo Data master account and the citation will be reactivated, much like a bounced check. The violator will be sent a notice and will then proceed to DMV hold. TDS will provide all services regarding reconciliation, reactivation of charge backs, etc. Customer will not be involved in the daily processing.
- N. Administrative Adjudication Processing Service - TDS will provide for the processing of requests for contesting citations, allowing for agency processing of administrative reviews,

tracking and monitoring all relevant dates on an automated system, mailing timely notification to respondents regarding the status of their claims, and scheduling of administrative hearings. All Administrative Adjudication information entered into the system is done in real time and is linked to existing database information to ensure proper tracking of relevant dates, mailing names and addresses and other pertinent information. Administrative Review requests will be entered within 2 business days of receipt. Adjudication documents will be stored for 6 months from their activity date and then returned to the Customer or shredded.

- O. Online Inquiry Access for Customers' Staff - Access via the Internet includes online access 24 hours a day, 7 days a week for City personnel to inquire on Customer's database. This access includes citation inquiry (includes citation status, history status, administrative adjudication status, notes, etc.), the ability to enter and view notes, post dismissals/payments, view daily deposits made at TDS' facility and view daily file transfers sent from the handheld ticket writer software and received at TDS' facility. TDS' technical staff will provide support. TDS will provide a real-time secured high-speed connection to the citation database through the Customers' Internet connection. Customer must meet software, hardware and Internet connection requirements. TDS will install a small client-side application on the Customers PC that will enable the Customer to click and connect directly to the TDS inquiry system.
- P. Additional Notices– TDS will mail a Final Notice after all penalties have been applied and before the DMV Hold is placed. This notice will inform the responsible party that the citation has become delinquent (all penalties will be added) and the full amount indicated is due to avoid the withholding of the vehicle registration and further collection efforts.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
RESOURCES COMMITTEE MEETING

August 14, 2007, 5:45 p.m.

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

Committee Members: Mark Takano, Committee Chairperson
Virginia Blumenthal, Vice Chairperson
*Aaron S. Brown, Interim 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. Resolution Authorizing Participation in the San Diego County Office of Education Fringe Benefit Consortium 403(b) Plan, including the Master Vendor List – Resolution No. 1-07/08
- The Committee to consider a resolution authorizing participation in a new TSA program with the San Diego County Office of Education Fringe Benefit Consortium.
2. Phase III Norco/Industrial Technology Project –Final Project Budget Approval
- The Committee to consider a budget augmentation using Measure C funds relative to the Norco Phase III/Industrial Technology Project.
3. Nursing/Sciences Building Project – Amendment to Consultant Agreement
- The Committee to consider an amendment to a consulting agreement relative to the Riverside City Campus Nursing/Science Building Project.

4. Update on Budget Development
 - The Committee to receive an update on the 2007-2008 Budget.

Adjourn

Prepared by: Vickie L. Vega, Administrative Assistant
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-1

Date: August 21, 2007

Subject: Resolution Authorizing Participation in the San Diego County Office of Education Fringe Benefit Consortium 403(b) Plan, including the Master Vendor List – Resolution No. 1-07/08

Background: In 1983 the Board adopted Board Policy 7005 (subsequently changed to Board Policy 6327) that codified District employees' participation in tax sheltered annuities under Internal Revenue Code (IRC) 403(b) (commonly called "tax sheltered annuities" or TSAs) as approved by Board resolution on October 7, 1969. The District arranged with the Riverside County Office of Education (RCOE) to be the fiscal agent for processing income deferred under TSA contracts.

Due to recent changes in IRC regulations, RCOE has determined that it will no longer be able to serve as the District's TSA fiscal agent; requiring the District to seek a new fiscal agent and to modify procedures for handling tax deferred plans under IRC 403(b).

The new IRC regulations include disclosure requirements that target certain tax avoidance transactions such as loans and hardship withdrawals. In addition, the new regulations impose significant administrative burdens on community colleges and other tax-exempt entities to comply with the regulations. Failure to comply with the new disclosure requirements could result in significant liability to the District as well as to individual District administrators.

The RCCD Health and Welfare Task Force, consisting of CSEA and CTA representatives and confidential and management employees, was tasked with reviewing available options for administering the District's 403(b) plan, including considering various options for a stand-alone program using private-entity vendors. Additionally, since the new IRC regulations and changes to the California Education Code significantly limited the number of qualified TSA vendors, the task force also reviewed TSA vendor availability to ensure that comparability with existing program vendor offerings was considered.

After careful evaluation, the members of the Task Force determined that the program offered by the San Diego County Office of Education Fringe Benefit Consortium (FBC) provided the most comprehensive and cost effective option for employees while also providing liability protection for the District. FBC was formed in 1982 to provide medical benefits to San Diego area school districts. Since then, FBC has grown to include 77 San Diego, Imperial, and Riverside County school districts covering over 80,000 employees, including RCOE and most Riverside County K-12 and community college entities. In 2001, FBC created the *Deferred Compensation Program* to provide a high quality, low cost retirement savings alternative; allowing employees to obtain the advantages of economies of scale without the risks associated with a stand-alone program.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-1

Date: August 21, 2007

Subject: Resolution Authorizing Participation in the San Diego County Office of Education Fringe Benefit Consortium 403(b) Plan, including the Master Vendor List – Resolution No. 1-07/08 (Continued)

Upon Board approval, FBC and the District will conduct a series of employee orientation meetings in anticipation of a January 2008 start date for the new TSA program. Staff will present the proposed new procedures for Board Policy 6327 to the Chancellor's Executive Cabinet in September. The revised Board Policy will be presented to the Board in October.

Recommended Action: It is recommended that the Board of Trustees approve Resolution No. 1-07/08, Authorizing Participation in the San Diego County Office of Education Fringe Benefit Consortium 403(b) Plan, including the Master Vendor List.

James L. Buysse
Interim Chancellor

Prepared by: Edward Godwin
Director, Administrative Services

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOLUTION AUTHORIZING PARTICIPATION IN THE
SAN DIEGO COUNTY OFFICE OF EDUCATION FRINGE BENEFIT CONSORTIUM
403(b) PLAN, INCLUDING THE MASTER VENDOR LIST

RESOLUTION No. 1-07/08

WHEREAS the governing board of the Riverside Community College District has determined that it is in the best interest of the employees of Riverside Community College District to enhance their retirement through a San Diego County Office of Education sponsored 403(b) plan; and

WHEREAS the Riverside Community College District has made such a plan available to its employees; and

WHEREAS it is intended that such a plan comply with the requirements IRC Section 403(b); and

WHEREAS it is understood that the Riverside Community College District will accept any amendments to the FBC Master Vendor List as the FBC endeavors to coordinate with CalSTRS 403(b) Compare program of registered vendors;

NOW, THEREFORE, BE IT RESOLVED that the San Diego County Office of Education Fringe Benefits Consortium 403(b) Plan, including the Master Vendor List, is approved and adopted by the governing board of the Riverside Community College District and that the Chancellor's Designee is authorized and directed to act on behalf of the District in all matters pertaining to the plan.

PASSED AND ADOPTED this the _____ day of August, 2007, at the regular meeting of the
Riverside Community College District Board of Trustees.

Signature, President of the Board of Trustees

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-2

Date: August 21, 2007

Subject: Phase III Norco/Industrial Technology Project –Final Project Budget Approval

Background: On July 16, 2001 the Board of Trustees approved an agreement with tBP Architecture to work with the Norco Campus to develop a Final Project Proposal (FPP) for the Phase III Norco/Industrial Technology Building.

On April 23, 2001 the Board of Trustees approved the District's 2003-2007 Five Year Capital Construction Plan, which included the FPP design for the Phase III Norco/Industrial Technology Building.

The project was approved by the State Chancellor's Office and scheduled for construction in 2007-2009. Staff and tBP Architecture have completed the working drawings and bid specifications for the project, and the project has been presented to the Division of State Architects (DSA) for approval.

In July 2003 the total project cost of Phase III Norco/Industrial Technology project was estimated at \$22,763,274 (State 90% - \$20,484,274, District 10% - \$2,279,000). The total project cost is now estimated at \$30,632,100, a difference of \$7,868,826 (State 67% - \$20,484,274, District 33% - \$10,147,826). The project cost increases are due to the following reasons:

- I. Construction revisions include changes to Building Cladding and Structural System, Mechanical Systems, Electrical, IT and Security Systems and Non-State Supportable Program.
- II. Furniture and Equipment revisions include information technology advancements. Advancement includes enhancement of audio-visual delivery systems to classrooms, including network access to the individual student desk or work area and multi-media control panels at the teaching podiums. New technological advances in card reader systems from the standard key locking system will be programmed and delivered as part of the building. The increased level of technology residing in the classroom has also increased the need for a higher degree of classroom security to protect the assets from theft and vandalism.
- III. Working Drawing revisions include enhanced audio-visual and technology program requirements for the building, requiring the necessary professional design services and design architect compensation increase due to the cost of construction cost increases. Additionally specialized engineering services were needed to assist in the design of enhanced technology classrooms.
- IV. Construction Contingency

Reference: Detailed Worksheet Attached

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-2

Date: August 21, 2007

Subject: Phase III Norco/Industrial Technology Project –Final Project Budget Approval
(continued)

Staff therefore request approval of a budget augmentation for the Phase III Norco/Industrial Technology Building in the amount of \$7,868,826, using Measure “C” funds.

Recommended Action: It is recommended that the Board of Trustees approve the budget augmentation for the Phase III Norco/Industrial Technology Project and authorize the use of Measure C funds in the amount of \$7,868,826.

James L. Buysse
Interim Chancellor

Prepared by: Norm Godin
Vice President
Business Services (Norco)

Dr. Gaither Loewenstein
Vice President
Educational Services (Norco)

Dr. Michael Webster
Riverside Community College District Consultant
Facilities Planning, Design and Construction

Norco Phase III/Industrial Technology Building
 Budget Augmentation Worksheet

District staff, tBP Architecture and ProWest Constructors (the District's Construction Manager) have prepared a project cost estimate at the end of the design phase and the total project cost is now estimated at \$30,632,100 for an anticipated shortfall of \$7,868,826. The proposed project budget has the state contributing \$20,484,274 and the District contributing \$10,147,826.

The projected increased costs occur in the following categories; Construction, Furniture and Equipment, Working Drawings and Construction Contingency.

I. Construction

The following factors that have contributed to the increase in construction costs from the original construction budget of \$17,241,000 to a current estimated cost of \$22,141,000 are summarized in the table below.

Item	Description	Estimated Value	Cumulative Total
1	Foundations/Earthwork/Site work	\$500,000	\$500,000
	Poor soil conditions determined from the geotechnical examinations of the building site determined that extensive over-excavation, compaction grouting is required to provide the necessary structural building foundation system		
2	Buildin~ Claddin~ and Structural System	\$1,500,000	\$2,000,000
	Campus design guidelines to maintain a similar architectural vocabulary of existing and adjacent building exterior systems require a pre-cast system vs. plaster. The resulting impact is also on the structural steel and building concrete foundation to support the increased load of the pre-cast system		
3	Mechanical Systems	\$200,000	\$2,200,000
	The existing campus central plant cooling system is inadequate to provide the necessary chilled water to the building thus requiring an upgrade to the existing central equipment		
4	Electrical, IT and Security Systems	\$700,000	\$2,900,000
	Electrical, information technology and security systems infrastructure needed to support classroom systems and security systems		

5	Non-State Supportable Program	\$200,000	\$3,100,000
	Program needed to construct a greenhouse		
6	Construction Cost Escalation	\$1,800,000	\$4,900,000
	The cost escalation of labor and materials that was not supported through the state's cost CCCI index factor		

II. Furniture and Group II Equipment

Staff is recommending approval of an additional \$2,220,326 to the original furniture and equipment budget of \$2,218,274. The increase is attributed to information technology advancements for the Industrial and Technology building that enhances audio-visual delivery systems to the classrooms, including network access to the individual student desk or work area. District technology standards have evolved since the building was originally programmed and current standards now include audio-visual equipment in the classroom with multi-media control panels at the teaching podiums. The increased level of technology residing in the classroom has also increased the need for a higher degree of classroom security to protect the assets from theft and vandalism.

In addition, new technological advances in card reader systems from the standard key locking system are being programmed and delivered as part of this building and included in the group 2 budget cost increases.

III. Working Drawings

The design architects agreement states that they shall be compensated by an amount equal to 7.8% of the increase in the cost of construction. With an increase in the cost of construction estimated to be \$4,900,000, the additional compensation to the architect is calculated to be \$380,000. **In** addition, enhanced audio-visual and technology program requirements for the building require the additional specialist design services for an additional cost in services of \$155,500.

IV. Construction Contingency

Based on the projected increased cost of construction the allocation for construction contingency has been increased by \$213,000.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-3

Date: August 21, 2007

Subject: Nursing/Sciences Building Project – Amendment to Consultant Agreement

Background: On June 20, 2006, the Board of Trustees approved the agreement with GKK Works to provide the design services for the Riverside City Campus Nursing/Sciences Building project. Architect's agreement included preparation of design, plans, specifications and working drawings for a fee of \$4,248,342.

Staff is now requesting to amend the agreement with GKK Works to include the development of special signage for the site, interior and exterior signage, which will be part of the Group 1 Equipment. Additional professional services also include audio-visual engineering for Group II Design/Support and Project Management for installation of Group II Equipment. Total amended amount with GKK Works is \$289,902 (Signage amount \$76,692 and Audio-Visual Engineering amount \$213,210). GKK Works total agreement amount with amendment would be \$4,538,244.

Staff therefore request approval of an amendment to the agreement with GKK Works for the Nursing/Sciences Building project in the amount of \$289,902, to be funded from the project budget.

Amendment Attached.

Recommended Action: It is recommended that the Board of Trustees approve the amendment with GKK Works in the amount of \$289,902 for the Nursing/Sciences Building project, using the current project budget and authorize the Interim Vice Chancellor, Administration and Finance to sign the amendment.

James L. Buysse
Interim Chancellor

Prepared by: Dr. Michael Webster
Riverside Community College District Consultant
Facilities Planning, Design and Construction

AMENDMENT TO THE AGREEMENT
DATED JUNE 21, 2006
BETWEEN
GKK WORKS
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT
(Nursing/Sciences Building Project)

This Agreement shall be amended this date, August 22, 2007, as follows:

The term of this agreement shall be from August 22, 2007, to the original agreement end of September 30, 2012, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the agreement termination date with the consent of GKK Works.

GKK Works shall provide the following additional scope of work: Reference Exhibit I, attached.

Total additional compensation of this amended agreement shall not exceed \$289,902, including expenses. Payments and final payment shall coincide with original agreement dated June 21, 2006.

GKK Works

Riverside Community College District

Kris Kay, AIA
Director, Higher Education Services
2355 Main St. Suite 220
Irvine, CA 92614

Aaron Brown
Interim Vice Chancellor
Administration and Finance

Date

Date

Exhibit I

Scope of Services

Scope of Project

Consultant shall provide professional services for the new Nursing/Sciences Building project that was not in the original agreement. The additional professional services include the development of special signage for the site, interior and exterior signage, which will be part of the Group 1 equipment as it is fixed and permanent. Additional professional services also include audio-visual engineering for Group II Design/Support and Project Management Group II.

Scope of Services for Signage

Design Phase Services Include:

- Sign type menu.
- Sign location plans and message schedule.
- Development of design-related issues including sign forms, sizes, materials, fabrication methods, color and graphic elements such as typestyle, arrow design and symbology.
- Construction documents (drawings and specifications) suitable for bidding, fabrication and installation.

Bidding and Construction Phase Services Include:

- Assistance in establishing sign bidders/contractors.
- Assist District and Construction Management team client in bidding and negotiating with fabricators.
- Review material submittals and shop drawings.
- Provide answers to question and clarify documents (if needed) during fabrication.
- Review shop drawings and material submittals.
- Conduct one (1) review during fabrication to ensure proper execution of work.
- Conduct one (1) on-site review with fabricator prior to installation and one (1) after installation to ensure proper execution of contract.

Miscellaneous Included:

ADA required signage
Directional signage
Disabled parking signage
Typical Room Identification signage
Egress signage (directional)
Stairway identification

Compensation for Signage:

The professional services fee of \$76,692 (Seventy-Six Thousand, Six Hundred Ninety-Two Dollars and No Cents) for this work is based on estimated time, and includes reimbursable expenses.

Scope of Services for Audio-Visual Engineering

Phase 1 – Consulting and Design for the development of Construction Documents:

- This phase shall begin immediately upon District's notice to proceed and conclude at completion of Construction Documents phase.
- Consultant Team will work with District staff in the process of developing the construction documents supporting the Group II Audio Visual and Information Technology Systems.
- It is planned that the AV and IT Systems will be separate bid packages.
- There will be client reviews, product reviews and key decision points as part of this process.
- Consultant will provide the Construction Documents, ready for bid.

Phase 2 - Bid Process Assistance:

- Consultant Team will work with the District in releasing this project to bid by performing the following:
 - Assist in facilitating the bid process.
 - Notify qualified bidders.
 - Accompany District and Construction Management team on the job walk to answer bidder questions and provide orientation.
 - Assist in answering bidders questions
 - Review bid submissions with District and Construction Management team.
- Bidding of AV/IT systems will commence approximately 6-9 months prior to completion of construction.

Phase 3 - Quality Assurance Review Services (Group II Programs):

- This work shall be performed during the construction phase.
- Consultant Team will assist the District and Construction Management team, acting as Technical Quality Assurance and Compliance Coordinator for both the AV and IT contractors.
- Consultant Team will develop and distribute periodic written reports depicting the current situation as noted on field reviews.
- Quality assurance reviews in a multi-trade environment shall cover trades associated to the technology component including electrical, mechanical, building, and technology trades.
- Consultant Team will participate in required meetings regarding technology component installation.
- Consultant Team will review/respond to RFI's during the construction period and issue needed directives.

Compensation for Audio-Visual Engineering:

Professional services fee of \$213,210 (Two Hundred Thirteen Thousand, Two Hundred Ten Dollars and No Cents).