

V. Consent Items

A. Action

1. Personnel

- Appointments and assignments of academic and classified employees.

a. Academic Personnel

1. Appointments

(a) Management

(b) Contract Faculty (None)

(c) Long-Term, Temporary Faculty

(d) Special Assignments

(e) Preschool Teacher, Hourly

(f) Extra-Curricular Activities, Academic Year 2007-08

(g) Department Chairs, 2007-2008 Academic Year

2. Request for Leave Under the California Family Rights Act and the Federal Family and Medical Leave Act

3. Salary Reclassification

4. Salary Placement Adjustment

5. Request for Unpaid Leave of Absence

6. Nursing Grant Compensation Stipends

b. Classified Personnel

1. Appointments

(a) Management/Supervisory

- (b) Management/Supervisory – Categorically Funded (None)
 - (c) Classified/Confidential
 - (d) Classified/Confidential – Categorically Funded
 - (e) Short Term
 - (f) Temporary as Needed Student Workers
 - (g) Special Assignments
2. Reclassification of Classified Bargaining Unit Positions
 3. Military Leaves
 4. Requests for Leave Under the California Family Rights Act and the Federal Family and Medical Leave Act
 5. Request for Leave Without Pay
 6. Request to Adjust Effective Dates of Employment
 7. Separations
2. Purchase Order and Warrant Report—All District Funds
- Recommend approving the Purchase Order and Warrant Report issued by the Business Office.
 3. Budget Adjustments
 - a. Budget Adjustments
- Request approval of various budget transfers between major object codes as requested by administrative personnel.
 - b. Resolution(s) to Amend Budget
 1. Pulled.

2. Resolution to Amend Budget – Resolution No. 23-07/08 – Upward Bound TRIO Norco Norte Vista Program
 - Recommend adopting a resolution to add revenue and expenditures to the adopted budget.
 3. Resolution to Amend Budget – Resolution No. 24-07/08 – 2007-2008 Matriculation Program
 - Recommend adopting a resolution to add revenue and expenditures to the adopted budget.
 4. Resolution to Amend Budget – Resolution No. 25-07/08 – 2007-2008 Tri-Tech Small Business Development Center (SBDC)
 - Recommend adopting a resolution to add revenue and expenditures to the adopted budget.
 5. Resolution to Amend Budget – Resolution No. 26-07/08 – 2007-2008 Disabled Student Programs and Services
 - Recommend adopting a resolution to add revenue and expenditures to the adopted budget.
 6. Resolution to Amend Budget – Resolution No. 27-07/08 – 2007-2008 California Institute of Technology, Jet Propulsion Laboratory (JPL) Student Employment
 - Recommend adopting a resolution to add revenue and expenditures to the adopted budget.
- c. Contingency Budget Adjustments
- Request approving the contingency budget transfer as presented.
4. Bid Awards
- a. Bid Rejection – Phase III Industrial Technology Center – Norco Campus
 - Recommend rejecting all bids for the precast concrete trade work relative to the Norco Phase III Industrial Technology Center.
 - b. Award of Bid – Precast Concrete Bid, Norco Phase III, Norco Campus
 - Recommended action to be determined.

- c. Resolution No. 22-07/08 – Emergency Repairs –
1533 Spruce Street
- Recommend approving the resolution authorizing the initiation of emergency repairs to the District Office.
- 5. Out-of State Travel
- Recommend approving out-of-state travel requests.
- 6. Grants, Contracts and Agreements
 - a. Contracts and Agreements Report Less than \$69,000 – All District Funds
- Recommend ratifying the listing of the District’s contracts and agreements that are less than \$69,000.
 - b. Subcontract with California Institute of Technology, Jet Propulsion Laboratory
- Recommend ratifying the agreement to provide students for the Research Apprenticeship Program.
- 7. Other Items
 - a. Surplus Property
- Recommend declaring listed property as surplus; finding the property does not exceed \$5,000, and authorize consigned property be sold on behalf of the District.
 - b. 2008-2009 Nonresident Fees
- Recommend adopting a 2008-2009 nonresident tuition fee and a capital surcharge fee rate and direct staff to promulgate these charges via the 2008-2009 catalog, schedule of classes, and other appropriate materials.
 - c. Signature Authorization
- Recommend authorizing administrator to sign orders for salary payment and notices of employment.
 - d. Notice of Completion – Information Services Air Conditioning Project, Riverside Campus
- Recommend accepting the Information Services Air Conditioning Project as complete; approve execution of the Notice of Completion; and authorize signing of the Notice.

- e. Notice of Completion – Five Racquetball Courts Construction Project, Riverside Campus
 - Recommend accepting the Five Racquetball Courts Construction Project as complete; approve execution of the Notice of Completion; and authorize signing of the Notice.

- f. Notice of Completion – Arroyo Baseball Buildings Roofing Project, Riverside Campus
 - Recommend accepting the Arroyo Baseball Buildings Roofing Project as complete; approve execution of the Notice of Completion; and authorize signing of the Notice.

Recommended Action: Request for Approval and Ratification

B. Information

- 1. Monthly Financial Report
 - Informational report relative to financial activity for the period from July 1, 2007 through December 31, 2007.

- 2. CCFS-311Q – Quarterly Financial Status Report for the Quarter Ended December 31, 2007
 - Informational report relative to the District’s financial status for the period ending December 31, 2007.

- 3. Measure C Project Commitment Summary Report
 - Informational report relative to Measure C general obligation bond financial activity through the period ended December 31, 2007.

Information Only

VI. Board Committee Reports

A. Teaching and Learning

- 1. Proposed Curricular Changes
 - Recommend approving the proposed curricular changes.

Recommended Action: Request for Approval

B. Resources Committee

- 1. 2006-2007 Independent Audit Report for the Riverside Community College District
 - Recommend approving the Riverside Community College District’s independent audit report for the year ended June 30, 2007.

2. 2006-2007 Measure C Financial and Performance Audits
- Recommend approving the independent financial and performance audit reports of the Measure C general obligation bonds for the year ended June 30, 2007.
3. Construction Management Services
- Recommend approving the hiring of construction management service firms to assist with managing and executing construction projects on an as-needed basis.

Recommended Action: Request for Approval

C. Planning Committee

1. Moreno Valley Phase III – Student Academic Services Facility – Amendment to the Agreement with WWCOT Architecture
- Recommend approving an amendment to provide preliminary plans and drawings.
2. Phase III – Norco/Industrial Technology Project – Material Testing Agreement with Twining Laboratories
- Recommend approving an agreement with Twining Laboratories of Southern California to provide special inspection and materials testing services during construction
3. Nursing/Sciences Building Project – Furniture, Fixtures and Equipment Design Services Agreement with GKK Works
- Recommend approving an agreement to provide design services including preparation of design, plans, specifications and working drawings.
4. Agreement with State of California, California Highway Patrol
- Recommend approving an agreement to offer training for the California Highway Patrol at Ben Clark Training Center.

Recommended Action: Request for Approval

D. Governance Committee

1. Revised Accreditation Board Policies
- Recommend accepting Policies 2200, 2410, 3200, 3250, 4020, 4025 and 6200 for first reading.

Recommended Action: Accept for First Reading

2. Revised and New Board Policies
- Recommend accepting Policies 3410, 3430, 4005, 4010, 4026, 4060, 4070, 4100, 4230, 4235, 4240, 4260, 4300, 4400, 6100 and 6340 for first reading.

Recommended Action: Accept for First Reading

3. Title Change and Wording Update for Board Policy 4630
- Information presented regarding the changes to reflect updated phraseology being used in Title 5.

Information Only

- E. Board of Trustees Committee Meeting Minutes
- Recommend receipt of minutes from the December 4, 2007 Board of Trustees Teaching and Learning, Planning, and Resources Committee meetings.

Information Only

VII. Administrative Reports

- A. Vice Chancellors
- B. Presidents

VIII. Academic Senate Reports

- A. Moreno Valley Campus
- B. Norco Campus
- C. Riverside City College/Riverside Community College District

IX. Bargaining Unit Reports

- A. CTA – California Teachers Association
- B. CSEA – California School Employees Association

X. Business from Board Members

- A. Board members will briefly share information about recent events/conferences they have attended since the last meeting.

Information Only

- B. Update on Chancellor Search Committee
 - Chancellor Search Committee Chair Blumenthal will present an informational update.

Information Only

XI. Closed Session

- Pursuant to Government Code Section 54957.6, Conference with District Labor Negotiators: Interim Chancellor James Buysse; Vice Chancellor Ray Maghroori, Director of Administrative Services Ed Godwin; Employee Organizations: Riverside Community College Association, CCA/CTA/NEA, and Riverside Community College Classified Employees, Chapter #535, CSEA; status of negotiations.

- Pursuant to Government Code Section 54957(b)(1), Public employee, discipline/dismissal/release.

Recommended Action: To be Determined

XII. Adjournment

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING
OF DECEMBER 11, 2007

President Figueroa called the regular meeting of the Board of Trustees to order at 6:00 p.m., in Board Room AD122, Riverside City College.

CALL TO ORDER

Trustees Present

Ms. Virginia Blumenthal
Ms. Mary Figueroa
Mrs. Janet Green
Mr. José Medina
Mr. Mark Takano
Mr. Carlos Naranjo, Jr., Student Trustee

Staff Present

Dr. James L. Buysse, Interim Chancellor
Mr. Aaron Brown, Interim Vice Chancellor, Administration and Finance
Dr. Debbie DiThomas, Interim Vice Chancellor, Student Services and Operations
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Dr. Brenda Davis, President, Norco Campus
Dr. Irv Hendrick, Interim President, Moreno Valley Campus
Dr. Linda Lacy, Interim President, Riverside City College
Ms. Chris Carlson, Chief of Staff
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and Institutional Advancement
Mr. Doug Beckstrom, President, Academic Senate, Moreno Valley Campus
Dr. Sharon Crasnow, President, Academic Senate, Norco Campus
Dr. Richard Mahon, President, Academic Senate, District and Riverside City College
Mr. Gustavo Segura, President, CSEA
Ms. Karin Skiba, President, CTA

Mr. Parsons led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Ms. Blumenthal, seconded by Ms. Green, moved that the Board of Trustees amend the agenda and conduct the Annual Organization Meeting following consideration of business from Board members and before adjourning to closed session. Motion carried. (5 ayes)

AMEND AGENDA

Mr. Medina, seconded by Ms. Blumenthal, moved that the Board of Trustees approve the minutes of the special meeting of November 13, 2007. Motion carried. (5 ayes)

MINUTES OF THE SPECIAL MEETING OF NOVEMBER 13, 2007.

Ms. Green, seconded by Ms. Blumenthal, moved that the Board of Trustees approve the minutes of the regular meeting of November 20, 2007. Motion carried. (5 ayes)

MINUTES OF REGULAR MEETING
OF NOVEMBER 20, 2007

Mr. Naranjo presented the report about recent and future student activities at the Moreno Valley and Norco Campuses, and ASRCC President for Riverside City College, Mr. Tony Remigio, presented the report for that campus.

STUDENT REPORT

CONSENT ITEMS

Ms. Blumenthal, seconded by Ms. Green, moved that the Board of Trustees:

Action

Approve the amended listed academic and classified appointments, and assignment and salary adjustments; (Appendix No. 23)

Academic and Classified
Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$1,406,196 and District Warrant Claims totaling \$3,023,218; (Appendix No. 24)

Purchase Order and Warrant
Report – All District Funds

Approve the budget transfers and presented; (Appendix No. 25)

Budget Adjustments

Approve adding the revenue and expenditures of \$127,612 to the budget, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget –
Resolution No. 19-07/08 – 2007-
2008 EOPS/CARE Program

Approve adding the revenue and expenditures of \$60,500 to the budget, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget –
Resolution No. 20-07/08 – 2007-
2008 UCR/Moreno Valley
Copernicus Alliance

Approve adding the revenue and expenditures of \$40,895 to the budget, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget –
Resolution No. 21-07/08 – 2007-
2008 California Work Opportunity
and Responsibility to Kids
(CalWORKs) Program

Award the thirty-two (32) construction trade bids listed for the total amount of \$15,247,721, and

Bid Awards – Phase III Industrial
Technology Center – Norco

authorize the Interim Vice Chancellor, Administration and Finance, to sign the associated agreements; (Appendix No. 26)

Approve Change Order No. 2 for the Moreno Valley Hot Water Loop System Project, in the amount of \$26,333, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the Change Order;

Grant out-of-state travel as listed; (Appendix No. 27)

Ratify the listed contracts and agreements totaling \$237,694; (Appendix No. 28)

Authorize each Trustee and listed District administrators to sign vendor warrant orders, salary payment orders, notices of employment, bank checks, purchase orders, and grant documents; authorize the listed District administrators to sign the listed documents; (Appendix No. 29)

Motion carried. (5 ayes)

Moreno Valley Hot Water Loop System Project – Change Order No. 2

Out-of-State Travel

Contracts and Agreements Less than \$69,000 Report – All District Funds

Signature Authorization

Information

In accordance with Board Policy 1042, the Interim Chancellor has accepted the resignation of Mr. David Dieckmeyer, Instructional Support Specialist, effective November 23, 2007, for career advancement; Mr. Sam Jordan, Maintenance Mechanic, effective November 16, 2007, for personal reasons; and Ms. Carmen Perches, Educational Advisor, effective November 30, 2007, for career advancement.

Separations

The Board received the information for the quarter ending September 30, 2007.

CCFS-311Q – Quarterly Financial Status Report for the Quarter Ended September 30, 2007

BOARD COMMITTEE REPORTS

Teaching and Learning Committee

Mr. Medina, seconded by Ms. Green, moved that the Board of Trustees approve the curricular changes for inclusion in the Catalog and in the schedule of class offerings. Motion carried. (Appendix No. 30) (5 ayes)

Proposed Curricular Changes

Resources Committee

Mr. Takano, seconded by Mr. Medina, moved that the Board of Trustees receive the RCCD Foundation's independent audit report for the year ended June 30, 2007 for the permanent file of the District. Motion carried. (5 ayes)

2006-2007 Independent Audit Report for the Riverside Community College District Foundation

Mr. Takano, seconded by Ms. Green, moved that the Board of Trustees declare that an emergency situation existed related to the water damage that occurred at the District's property located at 1533 Spruce Street, Riverside, California; approve the emergency actions taken by the District to mitigate and repair the damage without advertising for or inviting bids; and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreements with Brinkley Environmental and CA Construction. Motion carried. (5 ayes)

Emergency Repairs – 1533 Spruce Street

Planning Committee

Ms. Green, seconded by Mr. Medina, moved that the Board of Trustees approve the agreement, for December 12, 2007 to December 31, 2008, for an amount not to exceed \$285,000 from Measure C Funds, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement, with the provision that the Vice Chancellor, Administration and Finance, may extend the end date of the agreement without additional compensation. Motion carried. (5 ayes)

Norco Soccer Field – Design Services Agreement

The Board received for information the minutes from the November 13, 2007 Board of Trustees Teaching and

Board of Trustees Committee Meeting Minutes

Learning, Planning, Resources, and Governance
Committee Meetings.

Dr. Sharon Crasnow presented the report on behalf of the
Norco Campus Academic Senate.

ACADEMIC SENATE REPORTS

Dr. Richard Mahon presented the report on behalf of the
District and Riverside City College Academic Senates.

Ms. Karin Skiba, President, CTA, presented the report on
behalf of the CTA.

BARGAINING UNIT REPORTS

Mr. Gustavo Segura, President, CSEA, presented the
report on behalf of the CSEA.

BUSINESS FROM BOARD MEMBERS

Ms. Blumenthal, Chair of the Chancellor Search
Committee, presented an update on the Chancellor search.
A special Board meeting was called for Friday,
December 14, 2007, at 5:00 p.m., for the Board to finalize
the Chancellor Profile and present the final charge to the
search consultant and the committee.

Update on Chancellor Search
Committee

The Board received an information report about the
District hosting three separate commencement ceremonies
for the first time in its history at each of its three
campuses, at 6:00 p.m., on June 12, 2008.

2008 Commencement Ceremonies

President Figueroa turned the gavel over to Dr.
Buysse who presided over the election of the
officers of the Board.

ORGANIZATIONAL MEETING

Mr. Takano, seconded by Ms. Blumenthal,
nominated Ms. Mary Figueroa for President of the
Board of Trustees. Motion carried. (3 ayes, 2 nos
[Green, Medina])

Election of President

The gavel was given to Board President Figueroa to
preside over the remainder of the meeting.

Mr. Takano, seconded by Ms. Green, nominated
Ms. Virginia Blumenthal for Vice President of the
Board of Trustees. Motion carried. (5 ayes)

Election of Vice President

Mr. Medina, seconded by Ms. Blumenthal, nominated Ms. Janet Green for Secretary of the Board of Trustees. Motion carried. (5 ayes)

Election of Secretary

Ms. Green, seconded by Ms. Blumenthal, moved that the Board of Trustees: rotate regular Board and Board committee meetings to all three campuses, with a 6:00 p.m. start time for both, with Board committee meetings taking place on the second Tuesday of the month, and the regular meetings taking place on the third Tuesday of the month, and, if special Board meetings are called, that meeting will take place on the same campus that the other meetings are taking place that month. Motion carried. (5 ayes)

Selection of Day, Time and Place of Board and Committee Meetings

Board members were asked to contact Board President Figueroa to let her know if a change in Board committee assignment is requested. Further discussion will take place at a later date regarding liaison representative assignments.

Board Committee and Liaison Representative Assignments

Mr. Takano requested a moment of silence be observed in memory and recognition of long-time Riverside Unified School District Board member Maxine Frost who recently passed away.

MOMENT OF SILENCE

The Board adjourned to closed session at 8:28 p.m., pursuant to Government Code Section 54957.6, to confer with District labor negotiators: Interim Chancellor Jim Buysse, Vice Chancellor Ray Maghroori, Director of Administrative Services Ed Godwin; employee organization: Riverside Community College Association, CCA/CTA/NEA, and to confer with District labor negotiator: Interim Chancellor Jim Buysse; employee organization: Riverside Community College Classified Employees, Chapter #535, California School Employees Association; and pursuant to Government Code Section 54957(b)(1), public employee, discipline/dismissal/release.

CLOSED SESSION

The Board reconvened to open session, reporting no action taken, and adjourned the meeting at 10:00 p.m.

RECONVENED/ADJOURNMENT

MINUTES OF THE SPECIAL BOARD OF TRUSTEES MEETING
OF DECEMBER 14, 2007

President Figueroa called the special meeting of the Board of Trustees to order at 5:15 p.m., in Board Room AD122, Riverside City College.

CALL TO ORDER

Trustees Present

Ms. Virginia Blumenthal
Ms. Mary Figueroa
Mrs. Janet Green
Mr. José Medina
Mr. Mark Takano
Mr. Carlos Naranjo, Jr., Student Trustee

Staff Present

Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources
Dr. Irv Hendrick, Interim President, Moreno Valley Campus
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and Institutional Advancement
Dr. Richard Mahon, President, Academic Senate, District and Riverside City College
Mr. Gustavo Segura, President, CSEA

Ms. Yajaira Tiscareño, RCC student and member of the Chancellor Search Committee, led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Mr. Medina, seconded by Ms. Green, moved that the Board of Trustees approve the schedule of meetings for January-December 2008, noting that the start time for both committee and regular Board meetings on the calendar will be 6:00 p.m. Motion carried. (5 ayes)

PROPOSED BOARD OF TRUSTEES
MEETING CALENDAR FOR
JANUARY-DECEMBER 2008

Discussion took place between the Board, the search firm consultant, Dr. Serafin Zasueta via conference call, faculty and search committee members present regarding qualities desired in the next Chancellor, fine-tuning the profile on the website, the recruitment process to date and the recruitment timeline.

CHANCELLOR SEARCH

Ms. Blumenthal, seconded by Mr. Medina, moved that the newly revised Chancellor profile, as modified, be incorporated on the District Chancellor Search website. Motion carried. (5 ayes)

The Board adjourned the meeting at 7:15 p.m.

ADJOURNMENT

MINUTES OF THE SPECIAL BOARD OF TRUSTEES
MEETING OF JANUARY 15, 2008

President Figueroa called the special meeting of the CALL TO ORDER Board of Trustees to order at 6:07 p.m., in the Administrative Conference Room, O. W. Noble Administration Building, Riverside City College.

Trustees Present:

Ms. Virginia Blumenthal
Ms. Mary Figueroa
Mrs. Janet Green
Mr. José Medina
Mr. Mark Takano

Trustees Absent:

Mr. Carlos Naranjo, Jr., Student Trustee

Staff Present:

Dr. James L. Buysse, Interim Chancellor

Guest(s) Present

Mr. Brad Neufeld, Attorney, Best, Best and Krieger

Trustee Green led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

The Board adjourned to closed session at 6:08 p.m., pursuant to Government Code Section 54957, Public Employee Performance Evaluation; Title: Interim Chancellor.

CLOSED SESSION

The Board reconvened to open session, reporting no action, and adjourned the meeting at 12:08 a.m., Wednesday, January 16, 2008.

RECONVENED/ADJOURNED

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S REPORTS

Report No.: II-B

Date: January 29, 2008

Subject: Riverside Community College District Employees, Chapter #535, California School Employees Association Negotiations – Settlement Proposal

Background: The existing contract between the California School Employees Association (CSEA) and the District expires June 30, 2008. The existing contract provided for salary enhancements through fiscal year 2006-2007 and also provided that each party had the right to reopen one article of the contract. On May 31, 2007, the CSEA notified the District of its intent to reopen the contract for Article XIV - Salaries. On June 19, 2007, staff notified the Board of the impending negotiations and requested time for public comment at the Board meeting of August 21, 2007.

The District and the CSEA negotiation teams met a total of seven times beginning September 19, 2007, culminating with an agreement to increase salaries by the 2007-2008 statutory COLA rate of 4.53%, retroactive to July 1, 2007. This salary increase will cost approximately \$1,062,000 for fiscal 2007-2008.

Recommended Action: It is recommended that the Board of Trustees approve increasing the classified salary schedule by the 2007-2008 statutory COLA rate of 4.53%, retroactive to July 1, 2007 and approve the Memorandum of Understanding Concerning Salaries with CSEA Chapter #535.

James L. Buysse
Interim Chancellor

Prepared by: Art Alcaraz
Director, Diversity and Human Resources

Patti Braymer
Interim Associate Vice Chancellor, Finance

Edward Godwin
Director, Administrative Services

RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT EMPLOYEES
CHAPTER #535
MEMORANDUM OF UNDERSTANDING
CONCERNING SALARIES

This Memorandum is to be added to the existing 2005-2008 contract between Riverside Community College District and Riverside Community College District Employees (CSEA) Chapter #535. The Riverside Community College District and CSEA Chapter #535 hereby agree to the following with respect to salaries:

Increase the classified salary schedule by the 2007-2008 statutory COLA rate of 4.53%, retroactive to July 1, 2007.

Dated: January 29, 2008

Gustavo Segura
President, CSEA Chapter #535

Dr. James L. Buysse
Interim Chancellor
Riverside Community
College District

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: II-C

Date: January 29, 2008

Subject: District Calendar

Background: Presented for the Board's review is the proposed District calendar for 2008-2009. The calendar has been developed in accordance with Article IX of the agreement between the District and the RCCD Faculty Association CCA/CTA/NEA. The proposed calendar has summer, fall, winter and spring sessions.

Recommended Action: It is recommended that the Board of Trustees approve the proposed calendar for 2008-2009.

James L. Buysse
Interim Chancellor

Prepared by: Sylvia Thomas
Associate Vice Chancellor of Instruction

RIVERSIDE COMMUNITY COLLEGE DISTRICT Academic Calendar 2008-2009

June 2008						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July 2008						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2008						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2008						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2008						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2008						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 2008						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January 2009						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31





February 2009						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

March 2009						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				




April 2009						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2009						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2009						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

-  Required day for New Faculty August 25
-  Required FLEX Day
 - College August 27 - 9:00 a.m. - Noon (1/2 day)
 - District August 28 - 9:00 a.m. - Noon (1/2 day)
-  Optional FLEX Day
 - August 27 - Noon - 3:00 p.m. (1/2 day)
 - August 28 - Noon - 3:00 p.m. (1/2 day)
-  Legal Holidays

-  Summer 2008
 - Day Classes (6 weeks)
June 23 - July 31
 - Evening Classes (8 weeks)
June 23 - August 14
 - Weekend Classes
June 28 - August 17 (8 weeks)
-  Fall 2008
 - September 2 - December 19
-  Winter Intersession 2009 (6 weeks)
 - January 5 - February 12
 - January 3 - February 8 (Weekend Classes)
-  Spring 2009
 - February 17 - June 11

-  Commencement
-  Final Exams
-  Classes not in session

RIVERSIDE COMMUNITY COLLEGE DISTRICT
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-a

Date: January 29, 2008

Subject: Academic Personnel

1. Appointments

Board Policy 1040 authorizes the Chancellor (or designee) to make an offer of employment to a prospective employee, subject to final approval by the Board of Trustees.

It is recommended the following appointments be approved/ratified:

a. Management

<u>Name</u>	<u>Position</u>	<u>Term of Appointment</u>	<u>Placement</u>
RIVERSIDE CITY COLLEGE			
Bernard Fradkin	Dean, Technology & Learning Resources	02/14/08–06/30/08	19.4
Linda Lacy	Interim President, Riverside City College	01/11/08 (contract extension)	no change
Debbie DiThomas	Interim Vice Chancellor, Student Services/Operations	02/21/08 (contract extension)	no change

b. Contract Faculty
(none)

c. Long-Term, Temporary Faculty

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
MORENO VALLEY CAMPUS			
Michael Estrada	Physician Assistant Instructor	01/07/08	F-5

d. Special Assignments

Payment as indicated to the individuals specified on the attached list.

e. Child Development Center Hourly Employees

Winter Intersession 2008

<u>Name</u>	<u>Position</u>
Sharon Rodriguez	Preschool Teacher, Hourly

Report No.: V-A-1-a

Date: January 29, 2008

Subject: Academic Personnel

1. Appointments – cont.

f. Extra-Curricular Activities, Academic Year 2007-08

<u>Name</u>	<u>Activity</u>	<u>Campus</u>
Joel Schweiger	Assistant Swimming Coach (replacing Richard Hass)	Riverside

g. Department Chairs, 2007-2008 Academic Year

Revision to list submitted/approved by the Board of Trustees on June 19, 2007:

NORCO CAMPUS

<u>Department</u>	<u>Chair</u>	<u>Stipend</u>
Mathematics & Science	Joe Eckstein (Spring)	50%
	Robert Prior (Fall)	50%

2. Request for Leave Under the California Family Rights Act and the Federal Family and Medical Leave Act

It is recommended the Board of Trustees approve/ratify the request for leave under the California Family Rights Act and the Federal Family and Medical Leave Act for Daria Burnett, effective January 10, 2008. A maximum of 12 weeks (480 hours) of combined CFRA/FMLA will be reduced concurrently for her.

3. Salary Reclassification

Board Policy 3080 establishes the procedures for professional growth and salary reclassification. The following employee has fulfilled the requirements of this policy.

It is recommended the Board of Trustees grant salary reclassification to the following faculty member effective February 1, 2008:

<u>Name</u>	<u>From Column</u>	<u>To Column</u>
Eric Thompson	C	D

Subject: Academic Personnel

4. Salary Placement Adjustment

At their meeting of August 21, 2007, the Board of Trustees approved the appointment of the following faculty member. The employee has provided appropriate verification of experience and/or coursework completed that will affect his salary placement.

It is recommended the Board of Trustees approve the adjustment of salary placement for the faculty member listed below, effective during the 2007-08 academic year.

<u>Name</u>	<u>From Column/Step</u>	<u>To Column/Step</u>
Zhong Wen	H-1	H-3

5. Request for Unpaid Leave of Absence

The Agreement between Riverside Community College District and the Riverside Community College Chapter CCA/CTA/NEA provides for unpaid leaves of absence; and the Department Chair and the Vice President have reviewed and support the following request.

It is recommended the Board of Trustees approve the request of Sean Drake, Associate Professor of Mathematics, for an unpaid leave of absence during the spring semester 2008.

6. Nursing Grant Compensation Stipends

Riverside Community College District is the recipient of the Nursing Faculty Recruitment and Retention Grant. The intent of this grant is to assist colleges in responding to a nursing shortage by increasing the number of qualified nursing faculty at California Community Colleges and recruit and retain qualified nursing faculty. Part of the funds of this grant are to be used as longevity or shift differential stipends paid to qualified faculty.

It is recommended the Board of Trustees approve payment as indicated to the nursing faculty specified below in accordance with the Nursing Faculty Recruitment and Retention Grant.

<u>Name</u>	<u>Compensation Amount</u>
LONGEVITY	
Reimer, Kimberly	5,402.00
Valadez, Annemarie	5,402.00
SHIFT DIFFERENTIAL	
Castagnola, Carol	967.00
Donovan, Carole	850.00
Ewell, Jennifer	1,045.00
Guzman, Vianet	850.00
Jordon, Susan	850.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-b

Date: January 29, 2008

Subject: Classified Personnel

1. Appointments

In accordance with Board Policy 1040, the Chancellor recommends approval/ratification for the following appointments:

a. Management/Supervisory

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
DISTRICT				
David Bobbitt	Director, Internal Audits	02/11/08	17.5	Appointment
*John Arroyos	Assistant Food Service Manager Effective: 02/13/08 to 08/07/08		10.1	Short Term

MORENO VALLEY CAMPUS
(None)

NORCO CAMPUS				
Elvia Clavesilla	Early Childhood Education Center Manager	01/02/08	13.0	Appointment

RIVERSIDE CITY COLLEGE
(None)

b. Management/Supervisory – Categorically Funded

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
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DISTRICT
(None)

MORENO VALLEY CAMPUS
(None)

NORCO CAMPUS
(None)

RIVERSIDE CITY COLLEGE
(None)

Report No.: V-A-1-b

Date: January 29, 2008

Subject: Classified Personnel

1. Appointments – Continued

c. Classified/Confidential

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
DISTRICT				
Cindy Cave	Clerk Typist (Health Services)	01/30/08	13-1	Appointment
MORENO VALLEY CAMPUS				
Lorraine Grippin	Secretary II (EMS Programs)	01/30/08	15-1	Appointment
NORCO CAMPUS				
Erin Serrato	College Receptionist	01/30/08	14-1	Appointment
*Rita Somers	Reading Paraprofessional (Part-time, Permanent @ 50%)	02/04/08	16-1	Appointment
*Jefferson Tiangco	Instructional Support Specialist	02/11/08	17-1	Appointment
RIVERSIDE CITY COLLEGE				
Tracy Allbright	Instructional Department Specialist (Applied Technology)	01/30/08	17-4	Promotion
Beth Gilbertson	Secretary IV (Occupational Education – Rubidoux Annex)	02/04/08	17-5	Transfer
Daniel Gomez Jr.	Maintenance Mechanic – Electrical	01/30/08	20-3	Appointment
David Kidd	Maintenance Helper	01/30/08	18-1	Appointment
Julie Taylor	Instructional Department Specialist (Mathematics & Sciences)	01/30/08	17-3	Transfer

d. Classified/Confidential – Categorically Funded

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
DISTRICT				
Michael Arellano	Job Development Specialist	01/30/08	18-3	Transfer
*Miguel Contreras	Educational Advisor (WFD)	02/19/08	18-1	Appointment
MORENO VALLEY CAMPUS (None)				
NORCO CAMPUS (None)				
RIVERSIDE CITY COLLEGE (None)				

Report No.: V-A-1-b

Date: January 29, 2008

Subject: Classified Personnel

1. Appointments – Continued

- e. Short Term
Short-term appointments of individuals to serve on an hourly, as needed basis, as indicated on the attached list.
- f. Temporary as Needed Student Workers
Short-term appointments to serve on an hourly, as needed basis, as indicated on the attached list.
- g. Special Assignments
Payment to be approved for the following individuals in the amount indicated for their participation in a special assignment:
 - KCACTF Production of “*Urinetown*” (01/07/08 – 02/16/08)
 - Jennifer Lawson – Total amount not to exceed \$800
 - Faculty Internship Project (FIP) (08/30/07-12/14/07)
 - Alma Lopez – Total amount not to exceed 1,500

2. Reclassification of Classified Bargaining Unit Positions

Board Policy 4045 provides for reclassification of classified positions. It is recommended the Board of Trustees approve the title and range, as shown below, for the following classified bargaining unit employees effective January 30, 2008:

<u>Name</u>	<u>Current Title/Range</u>	<u>Proposed Title/Range</u>
Norma Casas	Food Service Worker I Range: 6-3	Food Service Worker III Range: 9-3
Verna Dean	Food Service Worker I Range: 6-5	Food Service Worker III Range: 9-5
Abigail Hermosillo	Food Service Worker I Range: 6-5	Food Service Worker III Range: 9-5
Guido Sendowsky	Assistant Equipment Manager/Trainer Range: 19-2	Certified Athletic Trainer Range: 21-2

Report No.: V-A-1-b

Date: January 29, 2008

Subject: Classified Personnel

3. Military Leaves

Section 395.01 of the Military and Veteran's Code and Section 87832 of the Education Code authorizes the President, or designee, to approve a leave for military reserve duty with full salary for the first 30 days of such military leave.

It is recommended the Board of Trustees ratify the request for military reserve duty for a) Mr. Anthony Puzzuto, Warehouse Supervisor, for the dates of December 7, 2007 and January 11, 2008 (a total of 2 working days); and b) Mr. Anthony Rizo, Multi-Media Graphic Artist, for the date of December 18, 2007 (a total of 1 working day). Mr. Puzzuto and Mr. Rizo meet the college service requirements.

4. Requests for Leave under the California Family Rights Act and the Federal Family and Medical Leave Act.

It is recommended the Board of Trustees approve/ratify requests for leave under the California Family Rights Act and the Federal Family and Medical Leave Act, a maximum of 12 weeks (480 hours) of combined CFRA/FMLA will be reduced concurrently for the following classified employees:

<u>Name</u>	<u>Title</u>	<u>Effective</u>
Howaida Al-Ali	Laboratory Technician II	December 3, 2007
Mershawnt Collins	Support Services Specialist (62.5%)	January 10, 2008
Vivian Gonzales	Instructional Department Specialist	January 4, 2008
Carmen Payne	Secretary IV	January 22, 2008

5. Request for Leave Without Pay

It is recommended the Board of Trustees approve the request for leave without pay for Ms. Howaida Al-Ali, Laboratory Technician II, for the period of January 3, 2008 through January 11, 2008 (a total of 7 working days). Ms. Al-Ali will exhaust all leaves allocated to her for this fiscal year. The request has the approval of the Dean of Instruction (Moreno Valley Campus).

Report No.: V-A-1-b

Date: January 29, 2008

Subject: Classified Personnel

6. Request to Adjust Effective Dates of Employment

At its meeting of December 11, 2007, the Board of Trustees approved the appointment of Ms. Denise Terrazas (Secretary III, Academic Innovative Programs/Occupational Education), effective December 19, 2007. It is recommended the Board of Trustees adjust the appointment of Ms. Terrazas to January 2, 2008.

At this same meeting, the Board of Trustees approved the appointment of Mr. Khaled Khalil (Payroll Manager), effective January 7, 2008. It is recommended the Board of Trustees adjust the appointment of Mr. Khalil to January 14, 2008.

7. Separations

Board policy 1042 authorizes the Chancellor to officially accept the resignation of an employee; and the Chancellor has accepted the following resignations;

In is recommended the Board of Trustees receive, for information only, the resignation of the individuals listed below, effective at the end of the workday:

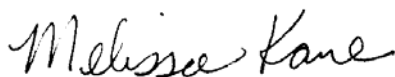
<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Reason</u>
Nicole Abbate	Emancipation Coach	January 23, 2008	Career Advancement
Rene Diaz	Instructional Media/Broadcast Technician	February 15, 2008	Personal
Wesley Hall	Office, Safety and Police (Part-time, 60%)	January 1, 2008	Personal
Daniele Ramsey	Emancipation Coach	January 25, 2008	Career Advancement
Kericia Sarpy	Clerk Typist	January 10, 2008	Personal
Joy Washington	Student Services Technician	December 18, 2007	Career Advancement
Michelle Williams	College Receptionist	January 11, 2008	Personal

Report No.: V-A-1-b

Date: January 29, 2008

Subject: Classified Personnel

Submitted by:



Melissa Kane
Vice Chancellor, Diversity and Human
Resources

Transmitted to the Board by:



James L. Buysse
Interim Chancellor

Concurred by:



Chris Carlson
Chief of Staff/Executive Assistant to
the Chancellor

Concurred by:



Linda Lacy
Interim President, Riverside City College

Ray Maghroori
Vice Chancellor, Academic Affairs

Brenda Davis
President, Norco Campus



Aaron Brown
Interim Vice Chancellor, Administration
and Finance



Irv Hendrick
Interim President, Moreno Valley Campus

Debbie DiThomas
Interim Vice Chancellor, Student Services/Operations

Faculty Development Coordinator (Winter 2008)

Assess faculty interests and needs for appropriate personal & professional development.

David Mills – Paid as a lump sum upon completion in the amount of \$3885.84

TRIO Student Services Support Grant (Spring 2008)

Coordination with faculty and staff and participation in design and writing of TRIO Student Services Support Grant. Compensation at Group 1, Step 3 of the Faculty hourly Salary Schedule.

Maureen Chavez – Total amount to be paid not to exceed \$1500.00

TRIO Student Services Support Grant (Spring 2008)

Participate in design of projects and writing of TRIO Student Services Support Grant. Compensation at Group 1, Step 3 of the Faculty hourly Salary Schedule.

Gustavo Ocegüera – Total amount to be paid not to exceed \$2200.00

Faculty Retention (Spring 2008)

Retention/Mentoring activities as specified with assigned new faculty.

Tammy VantHul – Paid as a lump sum upon completion in the amount of \$1000.00

Patricia Tutor – Paid as a lump sum upon completion in the amount of \$1000.00

Donna Schutte – Paid as a lump sum upon completion in the amount of \$1000.00

Stephanie Lowery – Paid as a lump sum upon completion in the amount of \$1000.00

Mary Lang – Paid as a lump sum upon completion in the amount of \$1000.00

Anita Kinser – Paid as a lump sum upon completion in the amount of \$1000.00

Angie Fawson – Paid as a lump sum upon completion in the amount of \$1000.00

Marie Colucci – Paid as a lump sum upon completion in the amount of \$1000.00

Phyllis Rowe – Paid as a lump sum upon completion in the amount of \$1000.00

Curriculum Development for Writing Center (Spring 2008)

Development of lessons that will more closely align a portion of the supplemental 18 hours of Basic skills instruction in the English 60A and 60B classes to the Student Learning Outcomes. Compensation at Group 1, Step 3 of the Faculty hourly Salary Schedule.

Lisa Nelson – Total amount to be paid not to exceed \$5397.00

Melissa Bader – Total amount to be paid not to exceed \$5397.00

Title V (CAP) City Campus – Department Coordinator (Spring 2008)

Coordinator duties may include assisting with curriculum development for pre-collegiate courses such as curriculum redesign modular curriculum, assessment and evaluation, supplemental course instruction, syllabi revision, learning community development, alternative teaching/learning approaches, participate in off-campus site visits, identifying professional development needs and serve as a facilitator between the CAP program, departments and disciplines to ensure communication and identify department needs as they relate to pre-collegiate courses.

Kathy Nabours – Paid as a lump sum upon completion in the amount of \$1000.00

Carle Reible – Paid as a lump sum upon completion in the amount of \$1000.00

Micherri Wiggs – Paid as a lump sum upon completion in the amount of \$1000.00

Jason Spangler – Paid as a lump sum upon completion in the amount of \$1000.00

Victor Sandoval – Paid as a lump sum upon completion in the amount of \$1000.00
Study Abroad Faculty (Spring 2008)

Teaching responsibilities for spring semester 2008 in Oxford, England.

Lee Gladden – Paid as a lump sum upon completion in the amount of \$27,940.00

Jan Kollitz – Paid as a lump sum upon completion in the amount of \$22,893.20

Math as a Foreign Language (Winter 2008)

Continue with literature review on language and mathematics pattern structures essential for the successful completion of these courses by students who take them simultaneously. Compensation at Group 1, Step 3 of the Faculty hourly Salary Schedule.

Dominique Hitchcock – Total amount to be paid not to exceed \$3885.84

Math as a Foreign Language (Spring 2008)

Continue with literature review on language and mathematics pattern structures essential for the successful completion of these courses by students who take them simultaneously. Compensation at Group 1, Step 3 of the Faculty hourly Salary Schedule.

Dominique Hitchcock – Total amount to be paid not to exceed \$1888.95

Stipend for use of online materials (Winter 2008)

Kristina Kauffman – Paid as a lump sum upon completion in the amount of \$300.00

Patricia Smith – Paid as a lump sum upon completion in the amount of \$200.00

Richard Mahon – Paid as a lump sum upon completion in the amount of \$200.00

Robert Prior – Paid as a lump sum upon completion in the amount of \$200.00

Honors Program Coordinator (Winter 2008)

Coordinate honors program on the Moreno Valley Campus, recruiting, and advising students and planning for the Spring term. Compensation at Group 1, Step 3 of the Faculty hourly Salary Schedule.

Chris Rocco – Total amount to be paid not to exceed \$2158.88

Basic Skills Research (Spring 2008)

Conduct research relating to students enrolled in basic skills courses at the Norco Campus.

Greg Aycock – Paid as a lump sum upon completion in the amount of \$9714.60

Community Resources Notebooks (Winter 2008)

Organize parent and lab staff support materials in tabbed notebooks for serving families with child(ren) with special needs, local field trips as family outings, community events, multi-cultural activities, and workshops.

Lisa Powers – Paid as a lump sum upon completion in the amount of \$50.00

Community Resources and Curriculum for Children at Riverside Children's Center
(Winter 2008)

Researching, inviting and hosting visitors that bring science/nature, music/art, health, etc. to the classroom monthly from February – June 5 (5 visitors)

Sandra Weaver – Paid as a lump sum upon completion in the amount of \$250.00

Literacy Backpack Library for Rotating to Family Homes (Winter 2008)

Organize children's books and materials for a checkout library system and monitor checkout and return of materials through June 30, 2008.

Lynette Ridgel – Paid as a lump sum upon completion in the amount of \$250.00

Family Literacy Night Event on January 31st, 2008 (Winter 2008)

Planning, Facilitating, Evaluating Success

Juliana Ramos – Paid as a lump sum upon completion in the amount of \$500.00

Denise Hays – Paid as a lump sum upon completion in the amount of \$500.00

Copernicus Alliance Project Subaward (Winter 2008)

Prepare/attend Directors' meeting and seminar (Jan). Recruitment of UCR/RCCMV faculty with intent to do cross curriculum instruction.

Lori Ogata-Keeler – Paid as a lump sum upon completion in the amount of \$835.00

Copernicus Alliance Project Subaward (Fall 2007)

Allign UCR/RCCMV faculty, prepare planning sessions, demonstration proposals with UCR/RCCMV

Lori Ogata-Keeler – Paid as a lump sum upon completion in the amount of \$8700.00

Curriculum and CurricUNET (Spring 2008)

Continuation of training and implementation of the CurricUNET software program.

Compensation at Group 1, Step 3 of the Faculty hourly Salary Schedule.

Paul Herzig – Total amount to be paid not to exceed \$1241.31

Kennedy Center American College Theater Festival (KCACFT) (Winter 2008)

Coach Irene Ryan participates and coordinates Regional Festival Activities.

Zachary Kraus – Total amount to be paid not to exceed \$1500.00

Faculty Development Coordinator (Winter 2008)

Coordinates all faculty development activities

Carlos Tovares – Total amount to be paid not to exceed \$2900.00

Print-Ed Certification (Winter 2008)

Provide documentation supporting graphic technology's instruction meeting printed competencies.

Richard Finner – Total amount to be paid not to exceed \$3238.20

Learning Community Institute (Winter 2008)

Overview of teaching and learning theories for learning communities, role of supplemental instruction leader, and effective/alternative teaching and learning strategies.

Stacy Cerwin-Bates – Total amount to be paid not to exceed \$161.91

Pamela Whelchel – Total amount to be paid not to exceed \$161.91

Kristine Anderson – Total amount to be paid not to exceed \$161.91

Catherine Watt – Total amount to be paid not to exceed \$161.91

Sandra Torre – Total amount to be paid not to exceed \$161.91

Jason Spangler – Total amount to be paid not to exceed \$161.91

Linda Stonebreaker – Total amount to be paid not to exceed \$161.91

Steven Brewster – Total amount to be paid not to exceed \$161.91

Lani Kreitner – Total amount to be paid not to exceed \$161.91

Kathy Nabours – Total amount to be paid not to exceed \$161.91

Santos Roman – Total amount to be paid not to exceed \$161.91

Mi Kyung Sung – Total amount to be paid not to exceed \$161.91

Patricia Avila – Total amount to be paid not to exceed \$161.91

Brit Osgood-Treston – Total amount to be paid not to exceed \$161.91

Jenelle Herman – Total amount to be paid not to exceed \$161.91

Dulce Haviland – Total amount to be paid not to exceed \$161.91

Kenneth Cramm – Total amount to be paid not to exceed \$161.91

Physician Assistant Program Tutorial Support (Spring 2008)

The duties entail providing tutorial support to year 1 and year II physician assistant students in order to promote academic success.

Wayne Dewri – Total amount to be paid not to exceed \$2400.00

Physician Assistant Program Tutorial Support (Winter 2008)

The duties entail providing tutorial support to year 1 and year II physician assistant students in order to promote academic success.

Wayne Dewri – Total amount to be paid not to exceed \$1500.00

Stipend for use of online materials (Spring 2008)

Robert Prior – Total amount to be paid not to exceed \$700.00

Specialized tutorial Support Services (Spring 2008)

Providing specialized tutoring to dental hygiene students.

Debra Gerger – Total amount to be paid not to exceed \$215.88

Linda Bushman – Total amount to be paid not to exceed \$1803.20

Specialized tutorial Support Services (Winter 2008)

Providing specialized tutoring to dental hygiene students.

Linda Bushman – Total amount to be paid not to exceed \$1803.20

Debra Gerger – Total amount to be paid not to exceed \$676.20

Copernicus Alliance Science through Literacy (Winter 2008)

Provide science seminars to graduate teaching assistants and teaching credential candidates.

Dipen Bhattacharya – Total amount to be paid not to exceed \$1500.00

Copernicus Alliance Science through Literacy (Fall 2007)

Attend and contribute to meetings in preparation for winter science seminars.

Carlos Tovares – Total amount to be paid not to exceed \$1500.00

Dipen Bhattacharya – Total amount to be paid not to exceed \$1500.00

Middle College High School enrollment and data support coordination (Spring 2008)

Coordinate enrollment and learning outcomes for MCHS program and serve as liaison with feeder high schools regarding incoming 2008-09 applicants. Compensation at Group 1, Step 3 of the Faculty hourly Salary Schedule.

Tom Hale – Total amount to be paid not to exceed \$7800.00

Learning Community Summer Institute (Fall 2007)

To work in collaboration with faculty within the same learning community and develop curriculum, class projects, align syllabi and develop meeting calendar for the fall 2007 semester.

Jami Brown – Total amount to be paid not to exceed \$250.00

Work Experience Update (Winter 2008)

Redesign Work Experience classes to reflect industry's needs and present training to Work Experience instructors that reflect those changes.

Sharon Gillins – Total amount to be paid not to exceed \$450.00

Grant Writing for S-STEM, NSF, USDA, HIS Grants. (Spring 2008)

Develop proposals for the above listed grants, emphasizing STEM/HSI/research components leading to a collaboration between K-12, RCC, UCR. Compensation at Group 1, Step 3 of the Faculty hourly Salary Schedule.

Heather Smith – Total amount to be paid not to exceed \$3885.84

Grant Writing for S-STEM, NSF, USDA, HIS Grants. (Winter 2008)

Develop proposals for the above listed grants, emphasizing STEM/HSI/research components leading to a collaboration between K-12, RCC, UCR. Compensation at Group 1, Step 3 of the Faculty hourly Salary Schedule.

Heather Smith – Total amount to be paid not to exceed \$7771.68

Writing and Reading Center Website Update (Winter 2008)

Development of website for WRC to include information and research links for students.

Anna Marie Amezquita– Paid as a lump sum upon completion in the amount of \$1619.10

SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES
EMPLOYED AS NEEDED

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Linda Grim	Clerical, Hourly	01/08/08-06/30/08	22-8
Branden Hansen	Clerical, Sub	01/04/08-02/29/08	16-1
Sandi Sandoval	Clerical, Sub	12/14/07-03/30/08	17-1
Misti Soper	Clerical, Sub	12/14/07-03/10/08	16-1
Pamela Carnahan	Clerical, Sub (Confidential)	01/14/08-06/30/08	6-1
Arturo Hernandez	Custodian, Sub	01/14/08-06/30/08	13-1
Jeffeth Maxim	Custodian, Sub	01/09/08-06/30/08	13-1
Marlene Perez	Custodian, Sub	12/14/07-06/30/08	13-1
Damon Morris	Groundsperson, Sub	12/10/07-06/30/08	14-1
Joseph Bendix	Maintenance Helper, Sub	01/08/08-06/30/08	18-1
Ismael Davila	Senior Tool Room Attend, Sub	12/10/07-06/30/08	16-1

EMPLOYED AS NEEDED

SALARY SCHEDULE FOR TEMPORARY, NON-CERTIFICATED, HOURLY EMPLOYEES
BOARD POLICY 4035

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
Erica Lumpkin	Community Service Officer	01/16/08-06/30/08	\$14.00/hour
Edward Perez	Computer Technician	11/30/07-06/30/08	\$10.00/hour
Joseph Cureaux Jr.	Custodian Assistant	12/11/07-06/30/08	\$12.50/hour
Arturo Hernandez	Custodian Assistant	01/14/08-06/30/08	\$12.50/hour
Jeffeth Maxim	Custodian Assistant	01/09/08-06/30/08	\$12.50/hour
Marlene Perez	Custodian Assistant	12/14/07-06/30/08	\$12.50/hour
Jamie Foster	Educational Assistant	12/07/07-06/30/08	\$8.00/hour
Brian VanderVeen	Educational Assistant	01/10/08-06/12/08	\$8.00/hour
Yvonne Arlington	Food Service Assistant	12/06/07-06/30/08	\$9.00/hour
Jennifer Johnston	Grant Project Ed Trainer I	12/03/07-06/30/08	\$25.00/hour
Damon Morris	Grounds Assistant	12/10/07-06/30/08	\$13.00/hour
Sandra Lopez	Instructional Aide III	01/08/08-06/30/08	\$8.75/hour

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR TEMPORARY, NON-CERTIFICATED, HOURLY EMPLOYEES
BOARD POLICY 4035, CONT.

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
Christy Jansen	Interpreter Apprentice	12/18/07-06/30/08	\$11.00/hour
Donnadee Waibel	Interpreter I	12/17/07-06/30/08	\$18.00/hour
Alpin Gibbins	Interpreter III	01/10/08-06/30/08	\$27.00/hour
Joseph Bendix	Maintenance Assistant	01/08/08-06/30/08	\$16.00/hour
Marisa Delvaille	Matriculation Assistant I	12/18/07-06/30/08	\$9.00/hour
Santos Martinez	Matriculation Assistant I	12/06/07-06/30/08	\$9.00/hour
Earl O'Bannon	Matriculation Assistant II	01/10/08-06/30/08	\$9.50/hour
Trina Blair	Office Assistant I	01/08/08-06/30/08	\$9.00/hour
Alma Lopez	Office Assistant I	01/07/08-06/30/08	\$9.00/hour
Olivia Pena	Office Assistant I	12/18/07-02/29/08	\$9.00/hour
Marcus Scott	Office Assistant I	01/10/08-06/30/08	\$9.00/hour
Arlene Serrato	Office Assistant I	12/14/07-06/30/08	\$9.00/hour
Valerie Weathersby	Office Assistant I	01/10/08-06/30/08	\$9.00/hour
Carla Chasey	Office Assistant II	12/14/07-06/30/08	\$10.50/hour
Thomas Edison	Office Assistant II	01/08/08-06/30/08	\$10.50/hour
Krystie Ruiz	Office Assistant II	12/14/07-06/30/08	\$10.50/hour
Donita Smith	Office Assistant II	12/06/07-06/30/08	\$10.50/hour
Jennifer Villagomez	Office Assistant II	01/10/08-06/30/08	\$10.50/hour
Andrea Alexandra	Office Assistant III	01/08/08-06/30/08	\$12.50/hour
Jennifer Kesterson	Office Assistant III	01/04/08-06/30/08	\$12.50/hour
Anh Nguyen	Office Assistant III	01/14/08-06/30/08	\$12.50/hour
Weslayne Silva	Office Assistant III	01/08/08-06/30/08	\$12.50/hour
Faith Waddell	Office Assistant III	01/10/08-06/30/08	\$12.50/hour
Steven Gonzalez	Office Assistant IV	12/14/07-06/30/08	\$14.00/hour
Stefanie Hernandez	Office Assistant IV	12/14/07-06/30/08	\$14.00/hour
Ruth Vaughn	Office Assistant IV	01/08/08-02/29/08	\$14.00/hour
Louie Gutierrez	Office Clerk	01/16/08-06/30/08	\$8.00/hour
Keith Bennett	Role Player	12/17/07-06/30/08	\$8.00/hour
Matthew Foster	Role Player	01/10/08-06/30/08	\$8.00/hour
Joel Ramos	Role Player	12/10/07-06/30/08	\$8.00/hour
Eric Roys	Role Player	01/10/08-06/30/08	\$8.00/hour

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR TEMPORARY, NON-CERTIFICATED, HOURLY EMPLOYEES
BOARD POLICY 4035, CONT.

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
Niki Burns	Theater Carpenter	12/10/07-06/30/08	\$10.65/hour
Matthew Lewellin	Theater Carpenter	12/11/07-06/30/08	\$10.65/hour
Michael Woodruff	Theater Carpenter	12/13/07-06/30/08	\$10.65/hour
Frank Bell	Tutor III	01/07/08-06/30/08	\$9.00/hour
Mariel Benoit	Tutor III	12/17/07-06/30/08	\$9.00/hour
Brandon Wales	Tutor III	01/04/08-06/30/08	\$9.00/hour
Henry Krause	Tutor IV	01/08/08-06/30/08	\$10.00/hour

District Funds

MORENO VALLEY CAMPUS

NAME	POSITION	DEPARTMENT	DATE	RATE
Humphrey, McKinley	Tutor	Tutorial Services	12/07/07	8.00
Wright, Ashlei	Tutor	Tutorial Services	12/07/07	7.50

NORCO CAMPUS

NAME	POSITION	DEPARTMENT	DATE	RATE
Bernal, Kristina	Instructional Aide	Early Childhood Studies	12/20/07	7.50

RIVERSIDE CITY COLLEGE

NAME	POSITION	DEPARTMENT	DATE	RATE
Kilik, Basak	Student Instructional Leader	Mathematics	12/20/07	12.00
Mouavangsou, Mai	Gallery Attendant II	Art	12/13/07	8.50
Munoz, Ana Marie	Accommodations Aide	DSPS	12/07/07	7.75
Rho, Yuna	Student Worker	International Students Center	12/20/07	7.50
Rodriguez, Jordan	Midi Lab Monitor	Fine & Performing Arts	12/07/07	7.50
Salim, Ko Henny	Tutor	Tutorial Services	12/13/07	7.50
Steele, Heather	Student Assistant	Payroll	12/21/07	10.50
Tolson, William	Tutor	Tutorial Services	12/07/07	7.50
Whaley, Terrance	College Service Attendant	College Safety & Police	12/07/07	7.50

Categorical Funds

AMERICA READS PROGRAM

NAME	POSITION	DEPARTMENT	DATE	RATE
(None)				

COMMUNITY SERVICE PROGRAM

NAME	POSITION	DEPARTMENT	DATE	RATE
(None)				

MORENO VALLEY CAMPUS

NAME	POSITION	DEPARTMENT	DATE	RATE
(None)				

NORCO CAMPUS

NAME	POSITION	DEPARTMENT	DATE	RATE
(None)				

RIVERSIDE CITY COLLEGE

NAME	POSITION	DEPARTMENT	DATE	RATE
(None)				

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-2

Date: January 29, 2008

Subject: Purchase Order and Warrant Report – All District Funds

Background: The attached Purchase Order and Warrant Report – All District Funds is submitted to comply with Education Code Sections 81656 and 85231. The Purchase Orders and Purchase Order Additions totaling \$3,126,015, requested by District staff and issued by the District Business Office, have been reviewed to verify that budgeted funds are available in the appropriate categories of expenditure.

District Warrant Claims (109921 -111686) totaling \$5,117,363 have been reviewed by the Business Office to verify that monies are available in the appropriate Funds for payment of these warrants. These claims also have been reviewed by the Riverside County Office of Education through their claim audit program.

Recommended Action: It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling \$3,126,015 and District Warrant Claims totaling \$5,117,363.

James L. Buysse
Interim Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

Report of Purchases
 All District Funds
 Purchases over \$69,000
 11/26/07 - 12/31/07

Reference #	Fund	Department	Vendor	Description	Amount
C0001771	12	Economic Development	Full Capacity Marketing	Statewide Strategic Initiative HUB Grant	\$ 89,985
P0011622	11	Information Services	Novell, Inc.	Computer Software Maint/Lic	91,724
C0001762	41	Facilities, Planning, Design & Construction	Information Technologies Solutions	MV Phase III IT & AV Design Services	112,300
C0001768	41	Facilities, Planning, Design & Construction	Information Technology Solutions	Norco Phase III IT & AV Design Services	158,400
C0001772	12	Title V	UC Regents	Title V Grant	205,450
C0001744	41	Facilities, Planning, Design & Construction	Cabral Roofing	Riverside Campus Roofing Projects Bid Award	294,056
Total					\$ 951,915
All Purchase Orders, Contracts and Additions under \$69,000 for the period of 11/26/07 - 12/31/07					
Contracts C1723 - C1776					
Contract Additions C1581					\$ 826,935
Purchase Orders P11076 - P11784					
Purchase Order Additions P9863 - P11064					493,827
Blanket Purchase Orders B2992 - B3129					
Blanket Purchase Order Additions None					853,338
Total					\$ 2,174,100
Grand Total					\$ 3,126,015

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: January 29, 2008

Subject: Budget Adjustments

Background: The 2007-08 adopted budget represents our best estimates of both income and expenditures. As the year progresses, however, some accounts have surplus funds while others are underbudgeted. As provided in Title 5, Section 58307, the Board of Trustees may approve transfers between major expenditure classifications to allow for needed purchases. Unless otherwise noted, the transfers are within the unrestricted General Fund (Fund 11, Resource 1000). The following budget transfers have been requested:

<u>Program</u>	<u>Account</u>	<u>Amount</u>
1. Transfer to provide for computer workstation upgrades.		
From: Communications and Web Dev.	Consultants	\$ 3,800
To: Communications and Web Dev.	Equipment	\$ 3,800
2. Transfer to purchase laptop.		
From: Institutional Research	Supplies	\$ 1,950
To: Institutional Research	Equipment Replacement	\$ 1,950
3. Transfer to reallocate the Post Emancipation Services grant budget. (Fund 12, Resource 1190)		
From: Workforce Prep	Travel Expenses	\$ 4,000
To: Workforce Prep	Instructional Supplies	\$ 4,000
4. Transfer to reallocate the Gateway to College – Tech Prep Demonstration budget. (Fund 12, Resource 1190)		
From: Tech Prep Demonstration	Other Services	\$ 516
To: Tech Prep Demonstration	Transportation/Bus Passes	\$ 516

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: January 29, 2008

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
5. Transfer to provide for a hammer throw and shot put ring on the Riverside City Campus.		
From: Facilities Planning	Other Services	\$ 15,554
To: Physical Facilities Planning	Construction Contract	\$ 15,554
6. Transfer to provide for temporary services and out of state travel.		
From: Salary Savings	Classified FT	\$ 31,897
To: Student Services – District Office	Temporary Services	\$ 29,250
Workforce Preparation	Conferences	2,647
7. Transfer to reallocate the AmeriCorp/Service Learning grant budget. (Fund 12, Resource 1190)		
From: AmeriCorp/Service Learning	Other Supplies	\$ 4,000
To: AmeriCorp/Service Learning	Employee Benefits	\$ 233
	Supplies	3,767
8. Transfer to reallocate the AmeriCorp / ALERT grant budget. (Fund 12, Resource 1190)		
From: AmeriCorp/ALERT	Classified Hourly	\$ 3,828
	Employee Benefits	860
	Other Services	4,540
To: AmeriCorp/ALERT	Supplies	\$ 8,339
	Consultants	500
	Mileage	306
	Travel Expenses	83

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: January 29, 2008

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
9. Transfer to provide for printing of Tech Prep brochures. (Fund 12, Resource 1190)		
From: VTEA – Title II Tech Prep	Classified Hourly	\$ 7,000
To: VTEA – Title II Tech Prep	Copying and Printing	\$ 7,000
10. Transfer to reallocate the VTEA – Title I-C grant budget. (Fund 12, Resource 1190)		
From: Instructional Support	Supplies	\$ 2,590
Public Service & Criminal Justice	Classified Special Project	1,500
To: Printing and Lithography	Conferences	\$ 2,590
Fire Technology	Advertising	1,500
11. Transfer to provide for additional communication connections between the campuses.		
From: Information Services - District	Comp Software Maint/Lic	\$ 19,000
To: Information Services - District	Equipment	\$ 19,000
12. Transfer to purchase supplies for Customized Solutions. (Fund 11, Resource 1170)		
From: Kaiser Permanente	Other Services	\$ 500
To: Kaiser Permanente	Contract Ed Instr. Supplies	\$ 500

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: January 29, 2008

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
13. Transfer to reallocate the Tri-Tech Small Business Development Center budget. (Fund 12, Resource 1190)		
From: Tri-Tech SBDC – Odd Year	Classified Hourly	\$ 2,000
Tri-Tech SBDC Cash Match	Conferences	1,500
Tri-Tech SBDC – Even Year	Classified Hourly	1,628
To: Tri-Tech SBDC – Odd Year	Equipment	\$ 2,000
Tri-Tech SBDC Cash Match	Food	1,500
Tri-Tech SBDC – Even Year	Employee Benefits	1,628
14. Transfer to reallocate the CACT Grant budget. (Fund 12, Resource 1190)		
From: CACT Grant	Other Services	\$ 11,740
To: CACT Grant	Classified FT Admin.	\$ 8,000
	Classified FT	2,200
	Employee Benefits	1,540
15. Transfer to reallocate the Procurement Assistance Center budget. (Fund 12, Resource 1190)		
From: Procurement Assistance Ctr.	Conferences	\$ 1,200
	Other Services	6,000
To: Procurement Assistance Ctr.	Supplies	\$ 1,000
	Food	1,200
	Equipment	5,000
16. Transfer to provide for consulting services. (Fund 12, Resource 1190)		
From: CACT Hub FP1	Copying and Printing	\$ 5,000
To: CACT Hub FP1	Consultants	\$ 5,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: January 29, 2008

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
17. Transfer to reallocate the District Student Services budget.		
From: Ethnic Cultural Program	Student Help – Non. Instr.	\$ 1,053
Student Services – District	Classified Hourly	5,000
To: Student Services – District	Supplies	\$ 755
	Conferences	4,000
	Equipment	1,298
18. Transfer to purchase a printer.		
From: Admissions & Records	Supplies	\$ 200
To: Admissions & Records	Equipment	\$ 200
19. Transfer to reallocate the Health Services budgets. (Fund 12, Resource 1070)		
From: Health Services – District	Classified Substitutes	\$ 14,000
Health Services – Norco	Classified Hourly	4,535
To: Health Services – District	Conferences	\$ 6,000
Health Services – Riverside	Supplies	2,698
	Other Services	5,302
Health Services – Norco	Periodicals/Magazines	35
	Instructional Media	200
	Health Supplies	2,000
	Memberships	100
	Waste Disposal	1,200
	Other Services	1,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: January 29, 2008

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
20. Transfer to provide for emergency plan preparation services.		
From: Campus Police – District	Classified Hourly	\$ 14,350
To: Campus Police – District	Consultants	\$ 14,350
21. To provide for emergency plan preparation services. (Fund 12, Resource 1050)		
From: Campus Police – District	Classified Hourly	\$ 1,150
Campus Police – Riverside	Classified Overtime	9,200
To: Campus Police – District	Consultants	\$ 10,350
22. Transfer to reallocate the Matriculation program budget. (Fund 12, Resource 1190)		
From: Matriculation – District	Classified Special Project	\$ 8,000
Matriculation – Moreno Valley	Academic Special Project	1,925
	Conferences	1,000
To: Matriculation – District	Tests	\$ 7,451
	Equipment Replacement	549
Matriculation – Moreno Valley	Classified Hourly	2,925
23. Transfer to provide for conferences.		
From: Academic Affairs – Riverside	Equipment	\$ 3,152
To: Academic Affairs – Riverside	Conferences	\$ 3,152

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: January 29, 2008

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
24. Transfer to reallocate the Performing Arts – Theatre budget.		
From: Dramatic Arts	Theater Supplies	\$ 1,500
Summer Theater Cons.	Copying and Printing	135
	Theater Supplies	303
	Supplies	25
	Other Services	427
Performing Arts & Media	Classified Special Project	466
	Other Services	2,900
To: Dramatic Arts	Laundry and Cleaning	\$ 135
Summer Theater Cons.	Instructional Aides, Hourly	755
Performance Riverside	Classified Hourly	3,009
	Classified Overtime	357
Performing Arts & Media	Academic Special Project	1,500
25. Transfer to reallocate the Basic Skills Reappropriation budget. (Fund 12, Resource 1190)		
From: Basic Skills – Riverside	Instructional Supplies	\$ 11,000
Basic Skills/ESL – Riverside	Consultants	25,000
Basic Skills/Immigration Educ. – Riv	Instructional Aides, Hourly	15,000
To: Basic Skills – Riverside	Classified Special Project	\$ 5,025
	Academic FT Non-Instr.	3,475
	Other Services	2,500
Basic Skills/ESL – Riverside	Academic FT Non-Instr.	25,000
Basic Skills/Immigration Educ. – Riv	Comp. Software Maint/Lic	15,000
26. Transfer to purchase furniture.		
From: President – Riverside	Budget Augmentation Acct.	\$ 2,854
To: Associate Dean Education Programs	Equipment	\$ 2,854

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: January 29, 2008

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
27. Transfer to provide for replacement equipment. (Fund 12, Resource 1190)		
From: Career Ladder Nursing Educ.	Supplies	\$ 1,308
	Other Services	400
To: Career Ladder Nursing Educ.	Equipment Replacement	\$ 1,708
28. Transfer to reallocate the Nursing Capacity Building/Program Expansion/FP2 budget. (Fund 12, Resource 1190)		
From: Allied Health	Classified FT	\$ 21,732
	Employee Benefits	9,856
To: Registered Nursing	Academic PT Teaching	\$ 9,806
	Supplies	1,891
	Conferences	10,891
	Equipment	9,000
29. Transfer to purchase equipment and supplies.		
From: Athletics – Riverside	Laundry and Cleaning	\$ 1,474
	Transportation	1,871
To: Athletics – Riverside	Supplies	\$ 1,474
	Equipment Replacement	1,871
30. Transfer to provide for hourly workers.		
From: Grounds Maintenance – Norco	Temporary Services	\$ 4,500
To: Grounds Maintenance – Norco	Classified Hourly	\$ 4,500

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: January 29, 2008

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
31. Transfer to provide for an hourly office assistant.		
From: President – Norco	Budget Augmentation Acct.	\$ 9,000
To: President – Norco	Classified Hourly	\$ 9,000
32. Transfer to provide for cellular phone service and instructional supplies.		
From: Dean of Instruction – Norco	Classified Hourly	\$ 3,500
	Instructional Supplies	1,000
To: Microbiology – Norco	Instructional Supplies	\$ 3,500
Dean of Instruction – Norco	Cellular Telephone	1,000
33. Transfer to return funds to the President’s Budget Augmentation Account.		
From: Learning Resource Center – Norco	Equipment	\$ 3,696
To: President – Norco	Budget Augmentation Acct.	\$ 3,696
34. Transfer to purchase software upgrades.		
From: Computer Information Sys. – Norco	Instructional Supplies	\$ 9,000
To: Computer Information Sys. – Norco	Comp. Software Maint/Lic	\$ 9,000
35. Transfer to provide student scholarships. (Fund 12, Resource 1190)		
From: Student Supp. Svs. TRIO-Norco	Equipment Replacement	\$ 1,719
To: Student Supp. Svs. TRIO-Norco	Student Scholarships	\$ 1,719

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: January 29, 2008

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
36. Transfer to provide for hourly workers and to purchase supplies.		
From: Business Operations – Mo Val	Budget Augmentation Acct.	\$ 15,800
To: Bldg. Maintenance – Mo Val	Classified Hourly	\$ 13,300
President – Mo Val	Supplies	2,500
37. Transfer to provide for conferences.		
From: Learning Resource Center – Mo Val	Supplies	\$ 610
To: Learning Resource Center – Mo Val	Conferences	\$ 610
38. Transfer to provide for a replacement computer.		
From: Fire Technology	Instructional Supplies	\$ 840
	Conferences	22
To: Fire Technology	Equipment Replacement	\$ 862
39. Transfer to reallocate the Instructional Equipment and Materials budget. (Fund 12, Resource 1190)		
From: Athletics – Riverside	Equipment	\$ 6,500
President – Norco	Equipment	6,316
Biology – Norco	Instructional Supplies	1,037
To: Athletics – Riverside	Instructional Supplies	\$ 6,500
Music – Norco	Instructional Supplies	2,887
History – Norco	Instructional Supplies	2,362
Political Science – Norco	Instructional Supplies	2,104

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: January 29, 2008

Subject: Budget Adjustments (continued)

	<u>Program</u>	<u>Account</u>	<u>Amount</u>
40.	Transfer to purchase qualifying project supplies. (Fund 41, Resource 4100)		
From:	ECS Equipment Project – Mo Val	Equipment	\$ 908
To:	ECS Equipment Project – Mo Val	Supplies	\$ 908
41.	Transfer to reallocate the Modular Redistribution Project budget. (Fund 41, Resource 4160)		
From:	Moreno Valley	Construction Contract	\$ 9,833
	Ben Clark	Construction Contract	16,929
	Riverside	Architect's Fees	16,038
To:	Moreno Valley	Professional Services	\$ 9,833
	Ben Clark	Professional Services	16,929
	Riverside	Professional Services	16,038

Recommended Action: It is recommended that the Board of Trustees approve the budget transfers as presented.

James L. Buysse
Interim Chancellor

Prepared by: Patricia A. Braymer
Interim Associate Vice Chancellor, Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-b-2

Date: January 29, 2008

Subject: Resolution to Amend Budget – Resolution No. 23-07/08
Upward Bound TRIO Norco Norte Vista Program

Background: The Riverside Community College District has received year one funding for the Upward Bound TRIO Norco Norte Vista Program in the amount of \$250,000 from the United States Department of Education. The funds will be used to serve 50 high school youth in an academic year component at Norte Vista High School and a summer component on the College campus. The Upward Bound TRIO Norco Norte Vista Program will strive to improve the academic achievement, retention, college enrollment, and college persistence rates of the participants with documented academic need.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$250,000 to the budget and authorize the Interim Vice Chancellor, Administration and Finance to sign the resolution.

James L. Buysse
Interim Chancellor

Prepared by: Gustavo Ocegüera
TRIO Director

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 23-07/08

2007-08 Upward Bound TRIO Norco Norte Vista Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$250,000 is assured to said district, which exceeds amounts previously budgeted; and

WHEREAS the governing board of the Riverside Community College District can show just cause for the expenditure of such funds;

NOW, THEREFORE, BE IT RESOLVED such additional funds be appropriated according to the schedule on the attached page.

This is an exact copy of the resolution adopted by the governing board at a regular meeting on January 29, 2008.

Clerk or Authorized Agent

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RIVERSIDE COMMUNITY COLLEGE DISTRICT
INCOME & EXPENDITURES - BUDGET AMENDMENT
 Resolution No. 23-07/08
 2007-2008 Upward Bound TRIO Norco Norte Vista Program

Year	County	District	Date	Fund
08	33	07	1/29/2008	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	000	1190	0	0000	0144	8120	250,000 00	REVENUE
								EXPENDITURES
12	EZG	1190	0	6450	0144	2118	42,000 00	Classified FT Administrator
12	EZG	1190	0	6450	0144	2119	32,000 00	Classified FT
12	EZG	1190	0	6450	0144	2139	30,800 00	Classified PT Hrly As Needed
12	EQE	1190	0	1701	0144	1330	13,440 00	Acad PT Teaching Fall
12	EQE	1190	0	1701	0144	1334	12,000 00	Acad PT Teaching Spring
12	EQE	1190	0	1701	0144	3110	2,099 00	Employee Benefits
12	EZG	1190	0	6450	0144	3220	6,886 00	
12	EQE	1190	0	1701	0144	3315	369 00	
12	EZG	1190	0	6450	0144	3320	4,588 00	
12	EZG	1190	0	6450	0144	3325	1,520 00	
12	EZG	1190	0	6450	0144	3420	9,082 00	
12	EQE	1190	0	1701	0144	3510	13 00	
12	EZG	1190	0	6450	0144	3520	52 00	
12	EQE	1190	0	1701	0144	3610	333 00	
12	EZG	1190	0	6450	0144	3620	1,373 00	↓
12	EZG	1190	0	6450	0144	4350	3,000 00	Instructional Media
12	EZG	1190	0	6450	0144	4360	770 00	Tests
12	EZG	1190	0	6450	0144	4555	500 00	Copying/Printing
12	EZG	1190	0	6450	0144	4590	1,500 00	Office and Other Supplies
12	EZG	1190	0	6450	0144	4710	15,000 00	Food
12	EZG	1190	0	6450	0144	5045	500 00	Postage
12	EZG	1190	0	6450	0144	5210	900 00	Mileage
12	EZG	1190	0	6450	0144	5219	18,750 00	Other Travel
12	EZG	1190	0	6450	0144	5220	3,680 00	Conferences
							250,000 00	SUB TOTAL PG 2 INCOME
							201,155 00	SUB TOTAL PG 2 EXPEND

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-b-3

Date: January 29, 2008

Subject: Resolution to Amend Budget – Resolution No. 24-07/08
2007-2008 Matriculation Program

Background: The Riverside Community College District has received additional funding for the 2007-2008 Matriculation Program in the amount of \$257,870 from the California Community Colleges Chancellor's Office. The funds will be used to provide hourly salaries, placement tests, printing, microfilm file conversion, equipment upgrades, conference fees, additional counseling, additional equipment, and other services.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$257,870 to the budget and authorize the Interim Vice Chancellor Administration and Finance to sign the resolution.

James L. Buysse
Interim Chancellor

Prepared by: Monica Green
Interim Associate Vice Chancellor,
Student Services & Operations

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 24-07/08

2007-2008 Matriculation Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$257,870 is assured to said district, which exceeds amounts previously budgeted; and

WHEREAS the governing board of the Riverside Community College District can show just cause for the expenditure of such funds;

NOW, THEREFORE, BE IT RESOLVED such additional funds be appropriated according to the schedule on the attached page.

This is an exact copy of the resolution adopted by the governing board at a regular meeting on January 29, 2008.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
INCOME & EXPENDITURES - BUDGET AMENDMENT
 Resolution No. 24-07/08
 2007-2008 Matriculation Program

Year	County	District	Date	Fund
08	33	07	1/29/2008	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	000	1190	0	0000	0080	8659	257,870 00	REVENUE
								EXPENDITURES
12	AZT	1190	0	6201	0080	5890	10,000 00	Microfilm File Conversion
12	AZT	1190	0	6217	0080	4360	9,838 00	Tests
12	AZT	1190	0	6217	0080	4555	100 00	Copying/Printing
12	AZT	1190	0	6301	0080	2349	91 00	Classified Overtime
12	AZT	1190	0	6301	0080	4330	832 00	Periodicals/Magazines
12	AZT	1190	0	6301	0080	4590	1,000 00	Office and Other Supplies
12	AZT	1190	0	6301	0080	4710	2,500 00	Food
12	AZT	1190	0	6301	0080	6481	551 00	Equip Additional \$200-\$4999
12	DZT	1190	0	6201	0080	2139	8,511 00	Classified Salary Hourly
12	DZT	1190	0	6201	0080	3620	239 00	Employee Benefits
12	DZT	1190	0	6201	0080	5890	3,000 00	Other Services
12	DZT	1190	0	6201	0080	6481	2,000 00	Equip Additional \$200-\$4999
12	DZT	1190	0	6217	0080	2139	8,754 00	Classified PT Hrly As Needed
12	DZT	1190	0	6217	0080	3620	246 00	Employee Benefits
12	DZT	1190	0	6217	0080	4590	1,844 00	Office and Other Supplies
12	DZT	1190	0	6217	0080	5210	500 00	Mileage
12	DZT	1190	0	6301	0080	2139	1,157 00	Classified PT Hrly As Needed
12	DZT	1190	0	6301	0080	3620	33 00	Employee Benefits
12	DZT	1190	0	6301	0080	4590	1,844 00	Office and Other Supplies
12	DZT	1190	0	6301	0080	6481	1,000 00	Equip Additional \$200-\$4999
12	DZT	1190	0	6301	0080	6483	310 00	Equipment Replacement
12	DZT	1190	0	6301	0080	6487	2,964 00	Comp Equip Repl \$200-\$4999
12	EZT	1190	0	6201	0080	2139	14,000 00	Classified PT Hrly As Needed
12	EZT	1190	0	6201	0080	3620	383 00	Employee Benefits
12	EZT	1190	0	6201	0080	6483	1,422 00	Equipment Replacement
12	EZT	1190	0	6201	0080	6487	10,397 00	Comp Equip Repl \$200-\$4999
12	EZT	1190	0	6217	0080	6487	35,894 00	Comp Equip Repl \$200-\$4999
12	EZT	1190	0	6301	0080	1439	12,000 00	Academic PT Non Instruction
12	EZT	1190	0	6301	0080	3130	1,195 00	Employee Benefits
							257,870 00	SUB TOTAL PG 2 INCOME
							132,605 00	SUB TOTAL PG 2 EXPEND

RIVERSIDE COMMUNITY COLLEGE DISTRICT
INCOME & EXPENDITURES - BUDGET AMENDMENT
 Resolution No. 24-07/08
 2007-2008 Matriculation Program

Year	County	District	Date	Fund
08	33	07	1/29/2008	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	000	1190	0	0000	0080	8659	0 00	REVENUE
								EXPENDITURES
12	EZT	1190	0	6301	0080	5649	92 00	Comp Software Maint/Lic
12	EZT	1190	0	6301	0080	5890	2,500 00	Microfilm File Conversion
12	EZT	1190	0	6301	0080	6481	7,416 00	Equip Additional \$200-\$4999
12	EZT	1190	0	6301	0080	6483	3,778 00	Equip Repl \$200-\$4999
12	EZT	1190	0	6301	0080	6487	4,439 00	Comp Equipment Replacement
12	EZT	1190	0	6828	0080	5649	369 00	Comp Software Main/Lic
12	EZT	1190	0	6828	0080	6487	6,393 00	Comp Equip Repl \$200-\$4999
12	FZT	1190	0	6217	0080	2139	9,000 00	Classified PT Hrly As Needed
12	FZT	1190	0	6217	0080	3325	132 00	Employee Benefits
12	FZT	1190	0	6217	0080	3520	5 00	↓
12	FZT	1190	0	6217	0080	3620	118 00	↓
12	FZT	1190	0	6217	0080	4590	3,500 00	Office and Other Supplies
12	FZT	1190	0	6217	0080	4555	50 00	Copying/Printing
12	FZT	1190	0	6217	0080	5210	500 00	Mileage
12	FZT	1190	0	6217	0080	5220	1,000 00	Conferences
12	FZT	1190	0	6217	0080	5890	5,349 00	Microfilm File Conversion
12	FZT	1190	0	6217	0080	6481	3,000 00	Equip Additional \$200-\$4999
12	FZT	1190	0	6217	0080	6485	34,550 00	Comp Equip Addl \$200-\$4999
12	FZT	1190	0	6301	0080	2139	18,000 00	Classified PT Hrly As Needed
12	FZT	1190	0	6301	0080	3225	264 00	Employee Benefits
12	FZT	1190	0	6301	0080	3520	10 00	↓
12	FZT	1190	0	6301	0080	3620	236 00	↓
12	FZT	1190	0	6301	0080	4590	3,000 00	Office and Other Supplies
12	FZT	1190	0	6301	0080	5890	2,500 00	Microfilm File Conversion
12	FZT	1190	0	6301	0080	6481	7,000 00	Equip Additional \$200-\$4999
12	FZT	1190	0	6301	0080	6485	11,000 00	Comp Equip Addl \$200-\$4999
12	FZT	1190	0	6301	0080	6487	1,064 00	Comp Equip Repl \$200-\$4999
							0 00	SUB TOTAL PG 3 INCOME
							125,265 00	SUB TOTAL PG 3 EXPEND
							257,870 00	TOTAL PROGRAM INCOME
							257,870 00	TOTAL PROGRAM EXPEND

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-b-4

Date: January 29, 2008

Subject: Resolution to Amend Budget – Resolution No. 25-07/08
2007-2008 Tri-Tech Small Business Development Center (SBDC)

Background: The Riverside Community College District has received a letter of intent to enter into a continuing contract for the 2007-2008 Tri-Tech Small Business Development Center (SBDC) program under the terms of a subcontract with the California State University Fullerton Auxiliary Services Corporation (CSUASC). Additional funds in the amount of \$349,267 are comprised of \$232,787 in federal funds from CSUASC and \$116,480 in cash match from the City of Riverside, the Riverside County Economic Development Agency and the California Community Colleges Chancellor's Office. In addition, in-kind contributions in the amount of \$146,666 will also support the program. The additional contract funds will be used for the operations of the Tri-Tech SBDC in Orange, Riverside, and San Bernardino Counties.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$349,267 to the budget and authorize the Interim Vice Chancellor, Administration and Finance to sign the resolution.

James L. Buysse
Interim Chancellor

Prepared by: John Tillquist
Dean, Technology and Economic Development

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 25-07/08

2007-2008 Tri-Tech Small Business Development Center (SBDC)

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$349,267 is assured to said district, which exceeds amounts previously budgeted; and

WHEREAS the governing board of the Riverside Community College District can show just cause for the expenditure of such funds;

NOW, THEREFORE, BE IT RESOLVED such additional funds be appropriated according to the schedule on the attached page.

This is an exact copy of the resolution adopted by the governing board at a regular meeting on January 29, 2008.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
INCOME & EXPENDITURES - BUDGET AMENDMENT
 Resolution No. 25-07/08
 2007-2008 Tri-Tech Small Business Development Center (SBDC)

Year	County	District	Date	Fund
08	33	07	1/29/2008	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	000	1190	0	0000	0108	8190	232,787 00	REVENUE
								EXPENDITURES
12	AXD	1190	0	7012	0108	2118	51,000 00	Classified FT Administrator
12	AXD	1190	0	7012	0108	2119	23,244 00	Classified FT
12	AXD	1190	0	7012	0108	2139	88,750 00	Classified PT Hrly As Needed
12	AXD	1190	0	7012	0108	3220	6,909 00	Employee Benefits
12	AXD	1190	0	7012	0108	3320	4,603 00	
12	AXD	1190	0	7012	0108	3325	2,363 00	
12	AXD	1190	0	7012	0108	3420	13,788 00	
12	AXD	1190	0	7012	0108	3520	82 00	
12	AXD	1190	0	7012	0108	3620	2,136 00	↓
12	AXD	1190	0	7012	0108	4590	2,600 00	Office and Other Supplies
12	AXD	1190	0	7012	0108	4555	1,000 00	Copying/Printing
12	AXD	1190	0	7012	0108	4575	1,000 00	Software <\$200
12	AXD	1190	0	7012	0108	5045	600 00	Postage
12	AXD	1190	0	7012	0108	5198	1,000 00	Professional Services
12	AXD	1190	0	7012	0108	5210	2,500 00	Mileage
12	AXD	1190	0	7012	0108	5220	9,220 00	Conferences
12	AXD	1190	0	7012	0108	5310	700 00	Memberships
12	AXD	1190	0	7012	0108	5540	2,800 00	Telephones
12	AXD	1190	0	7012	0108	5630	5,500 00	Rent Facility
12	AXD	1190	0	7012	0108	5649	700 00	Comp Software Maint/Lic
12	AXD	1190	0	7012	0108	5740	2,000 00	Advertising
12	AXD	1190	0	7012	0108	5910	8,742 00	Indirect Admin Costs
12	AXD	1190	0	7012	0108	6481	1,000 00	Equip Additional \$200-\$4999
12	AXD	1190	0	7012	0108	6485	550 00	Comp Equip Addl \$200-\$4999
							232,787 00	SUB TOTAL PG 2 INCOME
							232,787 00	SUB TOTAL PG 2 EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-b-5

Date: January 29, 2008

Subject: Resolution to Amend Budget – Resolution No. 26-07/08
2007-2008 Disabled Student Programs & Services

Background: The Riverside Community College District has received additional funding in the amount of \$226,903 for the 2007-2008 Disabled Student Programs & Services from the California Community College Chancellor's Office (\$127,453) and from Butte Community College District (\$99,450). The funds will be used for salaries, benefits, supplies, closed captioning services, mileage, and equipment.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$226,903 to the budget and authorize the Interim Vice Chancellor, Administration and Finance to sign the resolution.

James L. Buysse
Interim Chancellor

Prepared by: Paula McCroskey
District Dean,
Disabled Student Programs & Services

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 26-07/08

2007-2008 Disabled Student Programs & Services

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$226,903 is assured to said district, which exceeds amounts previously budgeted; and

WHEREAS the governing board of the Riverside Community College District can show just cause for the expenditure of such funds;

NOW, THEREFORE, BE IT RESOLVED such additional funds be appropriated according to the schedule on the attached page.

This is an exact copy of the resolution adopted by the governing board at a regular meeting on January 29, 2008.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
INCOME & EXPENDITURES - BUDGET AMENDMENT
 Resolution No. 26-07/08
 2007-2008 Disabled Student Programs & Services

Year	County	District	Date	Fund
08	33	07	1/29/2008	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	000	1190	0	0000	0180	8621	127,453 00	REVENUE
12	000	1190	0	0000	0180	8629	99,450 00	REVENUE
								EXPENDITURES
12	DZP	1190	0	0809	0180	2230	20,000 00	Instructional Aides Hrly
12	EZP	1190	0	0809	0180	2230	10,000 00	Instructional Aides Hrly
12	FZP	1190	0	0809	0180	2230	10,000 00	Instructional Aides Hrly
12	DZP	1190	0	0809	0180	3315	290 00	Employee Benefits
12	EZP	1190	0	0809	0180	3315	145 00	
12	FZP	1190	0	0809	0180	3315	145 00	
12	DZP	1190	0	0809	0180	3510	10 00	
12	EZP	1190	0	0809	0180	3510	5 00	
12	FZP	1190	0	0809	0180	3510	5 00	
12	DZP	1190	0	0809	0180	3610	262 00	
12	EZP	1190	0	0809	0180	3610	131 00	
12	FZP	1190	0	0809	0180	3610	131 00	√
12	DZP	1190	0	6420	0180	4590	1,438 00	Office and Other Supplies
12	EZP	1190	0	6420	0180	4590	719 00	Office and Other Supplies
12	FZP	1190	0	6420	0180	4590	719 00	Office and Other Supplies
12	AZP	1190	0	6420	0180	5198	79,450 00	Professional Services
12	AJO	1190	0	6010	7180	5198	15,000 00	Professional Services
12	DZP	1190	0	6420	0180	5210	500 00	Mileage
12	EZP	1190	0	6420	0180	5210	500 00	Mileage
12	FZP	1190	0	6420	0180	5210	500 00	Mileage
12	DZP	1190	0	6420	0180	6481	67,403 00	Equip Additional \$200-\$4999
12	DZP	1190	0	6420	0180	6485	2,650 00	Comp Equip Addl \$200-\$4999
12	EZP	1190	0	6420	0180	6485	700 00	Comp Equip Addl \$200-\$4999
							226,903 00	SUB TOTAL PG 2 INCOME
							210,703 00	SUB TOTAL PG 2 EXPEND

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-b-6

Date: January 29, 2008

Subject: Resolution to Amend Budget – Resolution No. 27-07/08
2007-2008 California Institute of Technology, Jet Propulsion Laboratory (JPL)
Student Employment

Background: With the Board of Trustees approval of Board Report No. V-A-6-b, presented later in this agenda, the Riverside Community College District will enter into a two year agreement with California Institute of Technology, Jet Propulsion Laboratory (JPL) in the amount of \$95,000. The agreement will allow Riverside Community College District to furnish JPL with student employees to act as research apprentices. As each student is selected for the program, a Subcontract Work Order will be prepared to identify the student, the period of performance, the total amount allotted, and the statement of work to be performed. The District will prepare a Resolution to Amend Budget for each Subcontract Work Order to add the revenue and expenditures to the program budget. The funds will be used for salaries and indirect administrative costs. The current Subcontract Work Order is in the amount of \$2,863.

Recommended Action: Contingent upon the Board of Trustees' approval of Board Report No. V-A-6-b, presented later in this agenda, it is recommended that the Board of Trustees approve adding the revenue and expenditures of \$2,863 to the budget and authorize the Interim Vice Chancellor, Administration and Finance to sign the resolution.

James L. Buysse
Interim Chancellor

Prepared by: Linda Lacy
Interim President,
Riverside City College

Mark Lehr
Associate Professor,
Computer Information Systems

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 27-07/08

2007-2008 California Institute of Technology, Jet Propulsion Laboratory (JPL) Student
Employment

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$2,863 is assured to said district, which exceeds amounts previously budgeted; and

WHEREAS the governing board of the Riverside Community College District can show just cause for the expenditure of such funds;

NOW, THEREFORE, BE IT RESOLVED such additional funds be appropriated according to the schedule on the attached page.

This is an exact copy of the resolution adopted by the governing board at a regular meeting on January 29, 2008.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-c

Date: January 29, 2008

Subject: Contingency Budget Adjustments

Background: The 2007-08 adopted budget represents our best estimate of anticipated expenditures necessary to address the educational needs of students pursuant to the District's mission, goals and objectives. New initiatives and projects and unanticipated needs may be identified subsequent to budget adoption, requiring that additional funds be established in the budget. The additional funds can be provided by transferring budget from available contingency balances. The following contingency budget adjustment has been requested:

	<u>Program</u>	<u>Account</u>	<u>Amount</u>
1.	Transfer to provide for the Norco Soccer Field project; approved December 11, 2007, Board Report No. VI-C-1. (Fund 41, Resource 4160)		
From:	GO Bond Capital Project	Contingency	\$ 285,000
To:	Facilities	Norco Soccer Field	\$ 285,000

Recommended Action: It is recommended that the Board of Trustees, by a two-thirds vote of the members, approve the contingency budget transfer as presented.

James L. Buysse
Interim Chancellor

Prepared by: Patricia A. Braymer
Interim Associate Vice Chancellor, Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: January 29, 2008

Subject: Bid Rejection – Phase III Industrial Technology Center – Norco Campus

Background: In November 2007, the District received 240 bids on 33 trades for the Phase III Industrial Technology Center, Norco campus in response to an Invitation for Bid solicitation. Bids for this project were awarded to the 33 low bidders by the Board on December 12, 2007.

The District had received a bid protest for the precast concrete trade work from Clark Pacific. The *Resolution of Bid Controversy* provision contained in the bid specifications document requires that the District investigate and analyze the protest. District staff found the bids to be non-competitive and not in the best interest of the District. Following review, District staff recommended rejecting both bids for the precast concrete trade work, revising the bid specifications and re-bidding the project.

Recommended Action: It is recommended that the Board of Trustees reject all bids for the precast concrete trade work, revise the bid specifications and re-bid the project.

James L. Buysse
Interim Chancellor

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

Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-b

Date: January 29, 2008

Subject: Award of Bid – Precast Concrete Bid, Norco Phase III, Norco Campus

Background: In November 2007, the District received 240 bids on 33 trades for the Phase III Industrial Technology Center, Norco campus in response to an Invitation for Bid solicitation. Bids were awarded to the 32 low bidders by the board on December 12, 2007.

The District received a bid protest for the precast concrete construction trade work from Clark Pacific. The *Resolution of Bid Controversy* provision contained in the bid specifications document requires that the District investigate and analyze the protest. Following review, District staff recommended that the Board reject the precast concrete bids, revise the bid specifications, and re-bid the work.

In anticipation of the Board rejecting the original bids for the precast concrete trade work (Board Report No. V-A-4-a presented earlier in this agenda), District staff prepared a revised Invitation for Bid solicitation.

On January 24, 2008, the District received two (2) bids for the precast concrete construction trade work for the Norco Phase III Project. The results were as follows:

<u>Contractor</u>	<u>Base Bid</u>	<u>Business Location</u>
HP Construction & Management, Inc.	\$1,842,000	Riverside
Clark Pacific	\$2,565,000	West Sacramento

Staff recommends awarding the bid to HP Construction & Management, Inc., for the total base bid amount of \$1,842,000. References for HP Construction & Management, Inc. were checked by Purchasing staff and were found to be satisfactory. This project will be funded from the State Construction Act allocation and the approved Measure C budget.

Recommended Action: It is recommended that the Board of Trustees award a bid for precast concrete construction trade work for the Norco Phase III Industrial Technology Center project to HP Construction & Management, Inc., in the total base bid amount of \$1,842,000 and authorize the Interim Vice Chancellor, Administration and Finance to sign the associated agreement.

AMENDED*

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-b

Date: January 29, 2008

Subject: Award of Bid – Precast Concrete Bid, Norco Phase III, Norco Campus
(continued)

James L. Buysse
Interim Chancellor

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

Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-c

Date: January 29, 2008

Subject: Resolution No. 22-07/08 - Emergency Repairs – 1533 Spruce Street

Background: At a meeting on December 11, 2007, the Board declared that an emergency situation existed as a result of serious water damage that occurred to District property located at 1533 Spruce Street on October 20, 2007. This declaration was required under Public Contract Code (PCC) 20654 in order for the District to initiate emergency repairs without advertising or inviting bids.

PCC 20654 also requires that a community college district obtain approval from the county superintendent of schools for such action. The Riverside County Superintendent of Schools has requested a Board resolution from the District.

Recommended Action: It is recommended that the Board of Trustees approve Resolution No. 22-07/08 authorizing the initiation of emergency repairs to 1533 Spruce Street, Riverside, Ca 92507 and authorize the Interim Vice Chancellor, Administration and Finance to sign the resolution.

James L. Buysse
Interim Chancellor

Prepared by: Edward Godwin
Director, Administrative Services

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Resolution No. 22-07/08

Resolution of the Board of Trustees of the Riverside Community College District
Authorizing the Initiation of Emergency Repairs to
1533 Spruce Street, Riverside, California 92507

WHEREAS, Riverside Community College District is the owner of property at 1533 Spruce Street, Riverside, California 92507; and

WHEREAS, the property at 1533 Spruce Street, Riverside, California 92507 experienced serious damage as the result of a water leak on October 20, 2007; and

WHEREAS, the Board of Trustees of the Riverside Community College District has determined that the above mentioned water damage constituted a danger to life and property; and

WHEREAS, Public Contract Code Section 20654 (a) (1) authorizes community colleges, with the approval of the County Superintendent of Schools, to make a contract on behalf of the District for the performance of labor and furnishing of materials or supplies without advertising for or inviting bids in the event of an emergency in order to avoid danger to life and property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Riverside Community College District as follows:

Section 1: The Board of Trustees of the Riverside Community College District hereby declares that a danger to life and property existed at 1533 Spruce Street as the result of water damage that occurred from October 20, 2007.

Section 2: The Interim Chancellor of Riverside Community College District, or designee, is authorized to seek the approval of the Riverside County Superintendent of Schools to make the necessary contracts to avoid danger to life and property from this incident without advertising or inviting bids.

This is an exact copy of the resolution
Adopted by the governing board at
a regular meeting on January 29, 2008.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: January 29, 2008

Subject: Out-of-State Travel

Board Policy 7011 establishes procedures for reimbursement for out-of-state travel expenses; and the Board of Trustees must formally approve out-of-state travel beyond 500 miles; It is recommended that out-of-state travel be granted to:

Retroactive:

- 1) Dr. Dipen Bhattacharya, assistant professor, physics, Moreno Valley Campus, to travel to Austin, Texas, January 10-11, 2008, to attend the American Astronomical Society, 211th meeting. Estimated cost: \$1,301.00. Funding sources: \$200.00 from the general fund, \$500.00 from faculty development funds, and \$601.00 to be paid by the employee.
- 2) Dr. Arend Flick, associate professor, English, Norco Campus, to travel to Indianapolis, Indiana, November 3-6, 2007, to attend the Indiana University-Purdue University Indianapolis 2007 Assessment Institute Conference. Estimated cost: \$846.25. Funding source: faculty staff development funds.
- 3) Ms. Sandra Fontana, associate professor, world languages, Riverside City College, to travel to Tampa, Florida, October 25-28, 2007, to attend the American Sign Language Teachers Association 4th National Professional Development Conference. Estimated cost: \$1,585.04. Funding sources: \$200.00 from the general fund, and \$1,385.04 to be paid by the employee.
- 4) Ms. Jill Marks, dean/principal, Gateway to College, Riverside City College, to travel to Portland, Oregon, January 15-17, 2008, to attend a leadership team meeting at Portland Community College. There is no cost to the District.

Revisions:

- 1) At the meeting of September 11, 2007, the Board of Trustees approved out-of-state travel for President Mary Figueroa, Board of Trustees, to travel to Chicago, Illinois, October 19-22, 2007, to attend the Hispanic Association of Colleges and Universities 21st Annual Conference. Estimated cost: \$1,957.32. Funding source: the general fund. The cost of travel increased to \$2,509.60.
- 2) At the meeting of September 11, 2007, the Board of Trustees approved out-of-state travel for Mr. Jose Medina, Board Member, to travel to Chicago, Illinois, October 19-22, 2007, to attend the Hispanic Association of Colleges and Universities 21st Annual Conference. Estimated cost: \$1,957.32. Funding source: the general fund. The cost of travel increased to \$2,296.03.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: January 29, 2008

Subject: Out-of-State Travel (continued)

Current:

Moreno Valley Campus:

- 1) Ms. Maureen Chavez, director, Title V, to travel to Waikoloa, Hawaii, April 3-10, 2008, to attend the Western Association of Educational Opportunity Personnel - 30th Annual Conference. Estimated cost: \$4,581.20. Funding source: Basic Skills Initiative funds.
- 2) Ms. Maureen Chavez, director, Title V, to travel to San Juan, Puerto Rico, September 23-28, 2008, to attend the 4th International Conference on Research in Access and Developmental Education. Estimated cost: \$2,926.20. Funding sources: \$1,463.10 from Individual Title V grant funds, and \$1,463.10 from Co-op Title V grant funds.
- 3) Dr. Lisa Conyers, vice president, educational services, to travel to Denver, Colorado, April 1-4, 2008, to attend The Chair Academy 17th Annual Conference (Exemplary Leader). Estimated cost: \$1,799.41. Funding source: the general fund.
- 4) Ms. Dominique Moise-Swanson, outcomes assessment specialist, Title V, to travel to San Juan, Puerto Rico, September 23-28, 2008, to attend the 4th International Conference on Research in Access and Developmental Education. Estimated cost: \$2,926.20. Funding source: Individual Title V grant funds..

Norco Campus:

- 1) Ms. Melissa Bader, instructor, English Communications, to travel to Kansas City, Missouri, March 16-18, 2008, to attend a Skills Initiative Supervisor Workshop. Estimated cost: \$2,106.59. Funding source: Basic Skills grant funds.
- 2) Dr. Diane Dieckmeyer, dean of instruction, to travel to Kansas City, Missouri, March 16-18, 2008, to attend the Skills Initiative Supervisor Workshop. Estimated cost: \$2,327.92. Funding source: Basic Skills grant funds.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: January 29, 2008

Subject: Out-of-State Travel

Riverside City College:

- 1) Ms. Kris Anderson, associate professor, English, to travel to New York City, New York, January 30-February 3, 2008, to attend the Association of Writers and Writing Programs 2008 Annual Conference. Estimated cost: \$1,469.70. Funding source: \$400.00 from the general fund, \$500.00 from faculty staff development funds, and \$569.70 to be paid by the employee.
- 2) Mr. Stephen Ashby, multimedia operations specialist, to travel to Houston, Texas, January 8-10, 2008, to attend the Hewlett-Packard Higher Education Conference. There is no cost to the District.
- 3) Ms. Sandy Baker, district dean, school of nursing, to travel to Washington, DC, February 24-27, 2008, to attend the Health Resources and Services Administration, Bureau of Health Professions Conference. Estimated cost: \$940.20. Funding source: Health Resource and Administration funds.
- 4) Ms. Ola Jackson, associate dean, teacher preparation, to travel to Denver, Colorado, February 28-March 2, 2008, to attend the National Association of Community College Teacher Education Programs Conference. Estimated cost: \$1,562.29. Funding source: the Fund for the Improvement of Postsecondary Education.
- 5) Ms. Marylin Jacobsen, director, Center for International Students and Programs, to travel to Hong Kong, Jiangmen and Guangzhou, China, February 17-26, 2008, to participate in a seminar for scouting and recruitment purposes. Estimated cost: \$2,425.00. Funding source: the general fund.
- 6) Ms. Laneshia Judon, associate professor, business administration, to travel to Amelia Island, Florida, February 28-March 2, 2008, to attend a Business Law Symposium. There is no cost to the District.
- 7) Ms. Anita Kinser, associate professor, school of nursing, to travel to Tampa, Florida, February 18-22, 2008, to attend the Human Patient Simulator Networking International Conference. Estimated cost: \$1,450.44. Funding source: Vocational Technical Education Act grant funds.
- 8) Ms. Patricia Tutor, associate professor, school of nursing, to travel to Washington, DC, February 24-27, 2008, to attend the Health Resources and Services Administration, Bureau of Health Professions Conference. Estimated cost: \$1,875.37. Funding source: Health Resources and Administration funds.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: January 29, 2008

Subject: Out-of-State Travel (continued)

- 9) Ms. Lana Vizuite, activity director, Title V, teacher preparation, to travel to Denver, Colorado, February 28-March 2, 2008, to attend the National Association of Community College Teacher Education Programs Conference. Estimated cost: \$1,542.28. Funding source: Title V grant funds.
- 10) Ms. Pamela Whelchel, assistant professor, mathematics, to travel to San Antonio, Texas, March 6-9, 2008, to attend the International Conference on Technology in Collegiate Mathematics. Estimated cost: \$1,546.65. Funding source: Basic Skills grant funds.

Riverside Community College District:

- 1) Mr. Raj Bajaj, district dean, institutional reporting and academic services, to travel to Washington, DC, March 8-13, 2008, to attend the 2008 Datatel User's Group Conference and Expo. Estimated cost: \$3,145.00. Funding source: the general fund.
- 2) Dr. Shelagh Camak, associate vice chancellor, workforce development, to travel to Washington, DC, February 23-28, 2008, to attend the National Association of Workforce Boards. Estimated cost: \$2,646.55. Funding source: the general fund.
- 3) Dr. Debbie DiThomas, interim vice chancellor, student services and operations, to travel to Boston, Massachusetts, February 26-March 2, 2008, to attend the National Association for Developmental Education 32nd Annual Conference. Estimated cost: \$2,650.05. Funding source: the general fund.
- 4) Dr. Ray Maghroori, vice chancellor, academic affairs, to travel to Philadelphia, Pennsylvania, April 5-8, 2008, to attend the American Association of Community Colleges Convention. Estimated cost: \$2,308.00. Funding source: the general fund.

James L. Buysse
Interim Chancellor

Prepared by: Michelle Haeckel
Administrative Secretary III

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-6-a

Date: January 29, 2008

Subject: Contracts and Agreements Report Less than \$69,000 – All District Funds

Background: On September 11, 2007, the Board of Trustees authorized delegating authority to the Chancellor to authorize contractual agreements and the expenditure of funds pursuant to the Public Contract Code Section 20650 threshold, currently set at \$69,000. The attached listing of contracts and agreements under \$69,000, requested by campus and District staff and issued by the District Business Office, have been reviewed to verify that budgeted funds are available in the appropriate category of expenditure. Unless otherwise noted, the period covered by the contract or agreement is within fiscal year 2007-2008. The contracts and agreements have been executed pursuant to the Board's delegation of authority and are presented on this agenda for ratification.

Recommended Action: It is recommended that the Board of Trustees ratify the contracts and agreements totaling \$653,547.

James L. Buysse
Interim Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

Contracts and Agreements Report-All District Funds
 \$69,000 and under
 11/26/07 thru 12/31/07

Department	Vendor	Business Location	Description of Services	Amount
Academic Affairs	Riverside County Office of Education	Riverside	Professional Services	\$ 59,693
Arts, Humanities & World Lang-Norco	Lifesigns, Inc.	Riverside	Interpreting Svcs	2,000
Board of Trustees	Assoc.Comm. Coll. Trustees(ACCT)	Sacramento	Chancellor Search	35,000
CACT	AMI Publishers	Irvine	Website Development & Maintenance	15,000
Campus Police	Nieves, Carmen	Riverside	Develop Emergency Operational Plan	20,700
Customized Solutions	AMI Publishing, Inc.	Irvine	Professional Services	15,000
Customized Solutions	Andersen Consulting Group	Corona	Professional Services	550
Customized Solutions	Andersen Consulting Group	Corona	Professional Services	50
Customized Solutions	Andersen Consulting Group	Corona	Professional Services	550
Customized Solutions	Anderson, Rita	Riverside	PSA City of Riverside	\$ 50 per hour
Customized Solutions	Anderson, Rita	Riverside	PSA LA Comm. College & Kaiser Permanente	\$ 50 per hour
Customized Solutions	Anderson, Rita	Riverside	PSA Training Panel State of Ca (ETP)	\$ 50 per hour
Customized Solutions	Anderson, Rita	Riverside	PSA Training Hemet Valley Medical Ctr	\$ 50 per hour
Customized Solutions	Delafuente, Maria	Riverside	PSA Training	800
Customized Solutions	Gereau, Servando	Redlands	PSA Training	4,800
Customized Solutions	Hedges, Mark	Riverside	PSA Training Distribution & Logistics	\$ 75 per hour
Customized Solutions	Jahelka, Tamara	Idyllwild	PSA Training Ethics	800
Customized Solutions	Umanageit & Associates	Riverside	Training and Development	8,607
Dean of Instruction	National Parenting Institute	Temecula	Lecturing Series Parenting Classes	6,000
District	Thompson & Colegate LLP	Riverside	Legal Services	Fee Schedule
Diversity & Human Resources	Liebert Cassidy Whitmore	Los Angeles	Legal Services for Employment	Fee Schedule
Economic Development	Full Capacity Marketing	San Diego	GAP Analysis Corporate Connection Marketing	4,730
Economic Development	Global Learning Partners, Inc.	Corona	PSA Training	1,200
Economic Development	LA Community College District, LA Harbor College	Los Angeles	Subcontract Training for Kaiser Permanente, Riverside	48,000
Economic Development	Musil, Darlene A	Murrieta	Business Development	1,200
Economic Development	Network International Exports, Inc.	Irvine	Project Management Services for HUB	40,375
Economic Development	City of Moreno Valley	Moreno Valley	Community Development Block Grant for Youth	32,975
Facilities	HKA Elevator Consulting	Laguna Hills	Field Survey Elevator ADA Compliance	2,960
Facilities - Riverside	Higginson+Cartozian Architects, Inc	Redlands	Remodel Projects	4,000
Facilities - Riverside	Higginson+Cartozian Architects, Inc	Redlands	Remodel Projects	4,000
Facilities - Riverside	Higginson+Cartozian Architects, Inc	Redlands	Remodel Projects	4,400
Facilities - Riverside	Higginson+Cartozian Architects, Inc	Redlands	Remodel Projects	8,000
Facilities - Riverside	Higginson+Cartozian Architects, Inc	Redlands	Remodel Projects	9,600
Facilities, Plan, Const & Design	Byerly, John	Bloomington	Norco Phase III	43,770
Facilities, Plan, Const & Design	Genterra Consultants, Inc.	Irvine	Norco Enviro Site Invest.Student Support Ctr	23,658
Facilities, Plan, Const & Design	Guerra, Patricia	Rialto	Professional Services	2,000
Facilities, Plan, Const & Design	Holmes Ontiveros Holmes, Inc.	Lake Elsinore	Construction Staking - NOR Phase III	42,600
Facilities, Plan, Const & Design	Information Technology Solutions	Yucca Valley	Consulting/Design IT & AV - MV PIII	62,500

Contracts and Agreements Report-All District Funds
 \$69,000 and under
 11/26/07 thru 12/31/07

Department	Vendor	Business Location	Description of Services	Amount
Facilities, Plan, Const & Design	John R. Byerly, Inc.	Bloomington	Testing	\$ 43,770
Facilities, Plan, Const & Design	WCS/CA	Rancho Cordova	Professional Services	30,967
Human Resources	ACCT	Washington, DC	Consultants	45,000
International Students	Jang, John	Walnut	Scouting	1,530
Occupational Education	Buck Institution for Education	Novato	Workshop on Project Based Learning	2,700
PAC	Defense Logistics Agency	Ft. Belvoir, VA	Solicitation Cooperative Agreement	No Cost
Performance Riverside	City of Riverside	Riverside	Street Banners for Advertising Performance Riverside	\$25 per week
Performance Riverside	MTI Theatrical Resources	New York	Royalty, "Beauty & the Beast"	3,367
Performance Riverside	Smith, Scott	Palm Desert	Musical Director for Suesical	5,000
Performance Riverside	U/RTA-Univ Resident Theatre Assoc	New York	Directors Choreographers for King & I	4,462
Performing Arts	Music Theatre International	New York	Royalty, "Urinetown"	1,078
President - Norco Campus	Garrison Associates	San Francisco	Consultants	3,400
School of Nursing	Department of Mental Health, Patton State Hospital	San Bernardino	Hospital Clinical Rotations Nursing Students	No Cost
Student Services	Moreno Valley Parks & Recreation	Moreno Valley	Rent Towngate Ctr Fall Leadership Banquet	675
Title V	Villesenor, Victor, Rain of Gold	Oceanside	Professional Development Seminar	4,000
Workforce Preparation	Services	Riverside	Independent Living Skills/Emancipation	No Cost
Campus Police	Security by Design	Pacheco	Amend Extend Term Date to 12/30/2008	No Cost
Economic Development	Global Learning Partners, Inc.	Corona	Add'l. Training for Riverside Transit Agency	1,200
Facilities, Plan, Const & Design	Facilities Planning & Consulting	Exeter	Capital Outlay Five Year Construction Plan, add'l. cost	880
Nursing	Riverside Community Hospital	Riverside	Amend Student Background Check and Drug Screen	No Cost
Total				<u>\$ 653,547</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RIVERSIDE CITY COLLEGE

Report No.: V-A-6-b

Date: January 29, 2008

Subject: Subcontract with California Institute of Technology, Jet Propulsion Laboratory

Background: Presented for the Board's review and consideration is a subcontract between Riverside Community College District and California Institute of Technology, Jet Propulsion Laboratory (JPL) for the Research Apprenticeship program. Through the JPL Undergraduate Scholars (JPLUS) program and the Summer Undergraduate Research Fellowship (SURF) program, RCCD students are afforded the opportunity to participate in research projects with JPL mentors. Riverside Community College has a unique opportunity to continue to supply students to work as apprentices at JPL throughout the year. The agreement provides funding to the students for their work on scientific projects overseen by Mark E. Lehr, Associate Professor, CIS at Riverside City College and administrators/scientists at JPL. The term of the subcontract is November 6, 2007 through September 9, 2009. Funding source: No cost to the District.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, for November 6, 2007 through September 9, 2009, for an amount not to exceed \$95,000.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement.

James Buysse
Interim Chancellor

Prepared by: Linda Lacy
Interim President
Mark Lehr
Assistant Professor, CIS

COST-REIMBURSEMENT WITH AN EDUCATIONAL INSTITUTION (UNIVERSITY OR COLLEGE) SUBCONTRACT

This Subcontract is between the Subcontractor (identified below) and the California Institute of Technology, Jet Propulsion Laboratory ("the Institute" or "JPL"), and is awarded pursuant to the Prime Contract between the Institute and NASA, and shall be administered in accordance with the following, which are incorporated by reference and made an integral part of this Subcontract:

- JPL General Provisions (GPs) entitled "Cost Reimbursement without Fee with an Educational Institution (University or College) Subcontract", R 12/04 (available at <http://acquisition.jpl.nasa.gov/e2000.htm>)
- Below "ARTICLES."

Subcontractor's Purchasing Site Name and Address: **Riverside Community College
 4800 Magnolia Avenue
 Riverside, CA 92506-1293**

For Work Described In: This Subcontract including all Exhibits and Attachments

Effective Start Date: 11/06/07 **Effective End Date:** 9/30/09

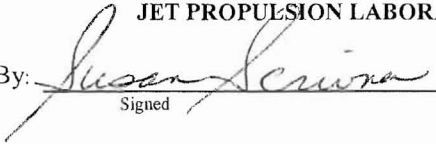
Cost Summary:

Estimated Ceiling Value: \$95,000.00
Total Amount Allotted: \$ - 0 -

----- POINTS OF CONTACT -----

	<u>Name</u>	<u>Phone No.</u>	<u>FAX No.</u>
Subcontractor:			
<i>Administrative</i>	Richard Keeler Richard.keeler@rcc.edu	(951) 222-8211	(951) 222-8055
<i>Faculty Contact</i>	See individual SWO's for Faculty Contact		
JPL:			
Administrative	Susan Scrivner susan.g.scrivner@jpl.nasa.gov	(818) 393-0930	(818) 393-3027
Technical Manager	Richard Alvidrez Richard.f.alvidrez@jpl.nasa.gov	(818) 354-1214	(818) 393-4977

The below parties have agreed to the Subcontract's terms and conditions and to the effective start date.

<p style="text-align: center;">CALIFORNIA INSTITUTE OF TECHNOLOGY JET PROPULSION LABORATORY</p> <p>By: <u></u> <u>11/6/07</u> <small>Signed Date</small></p> <p style="text-align: center;">_____ SUSAN SCRIVNER <small>Typed Name</small></p> <p style="text-align: center;">_____ SUBCONTRACTS MANAGER <small>Typed Title</small></p>	<p style="text-align: center;">RIVERSIDE COMMUNITY COLLEGE</p> <p>By: _____ <small>Signed Date</small></p> <p style="text-align: center;">_____ <small>Typed Name</small></p> <p style="text-align: center;">_____ <small>Typed Title</small></p>
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Pursuant to JPL NASA Prime Contract Task Order No. **VARIOUS**
 A DO-C9 Rating is assigned to this Subcontract under DMS Regulation 1.

ARTICLE 1. STATEMENT OF WORK AND DELIVERY/MILESTONE SCHEDULE

On or Before

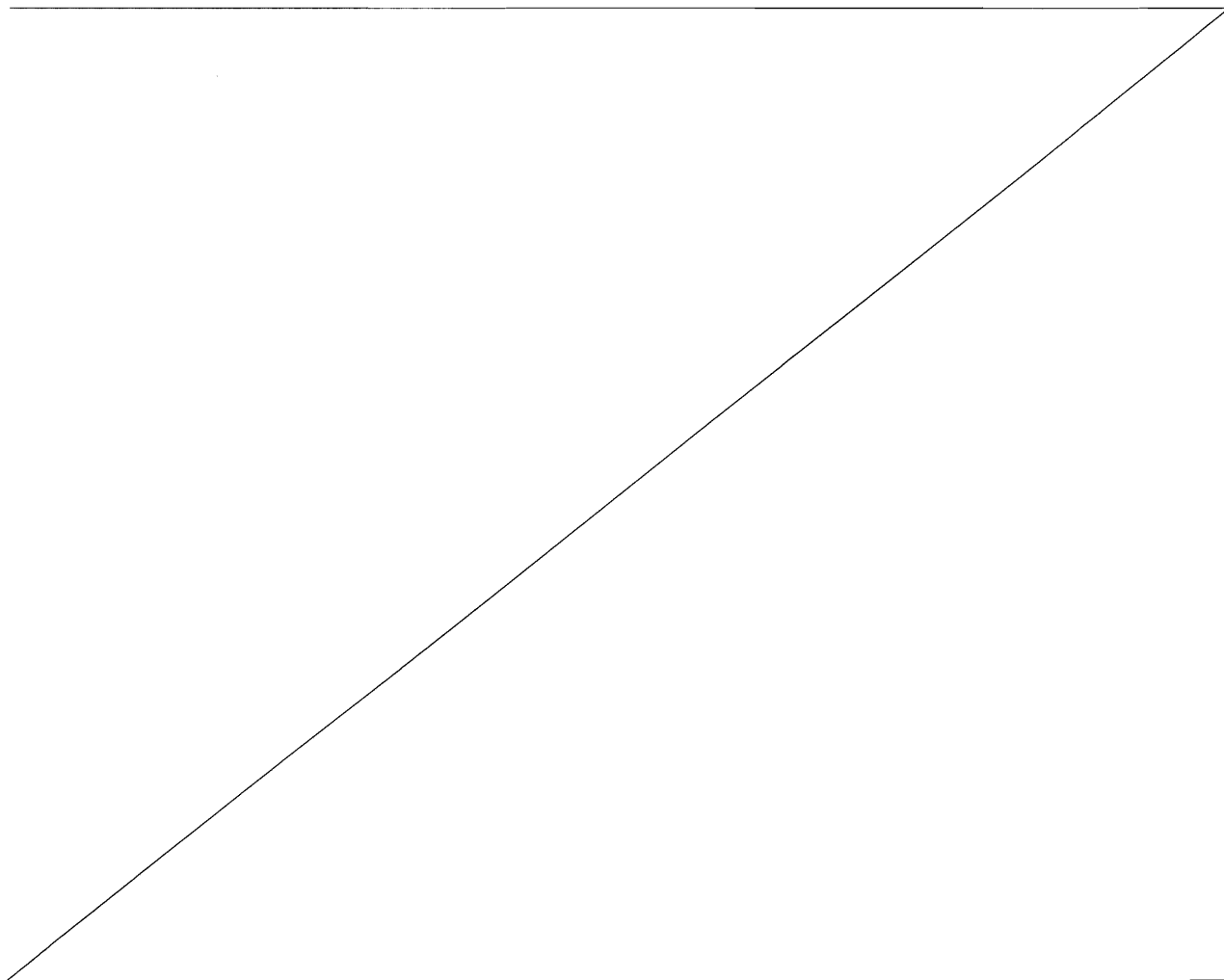
- 1.0 Under this nonexclusive Subcontract for JPL's Research Apprenticeship (RA) Program, which is described in Attachment I: "JPL Research Apprenticeship Program," the Subcontractor shall:
- As required by each SWO
- 1.1 Furnish, on an individually authorized basis, high-quality student research apprentices.
 - 1.2 Perform all work under this Subcontract, as directed through discrete Subcontract Work Orders (SWOs) that will be authorized through the procedure described in Exhibit I: Subcontract Work Order Placement Procedure.
 - 1.3 The Subcontractor shall appoint an individual who shall be responsible for all contractual issues under this Subcontract, along with the authority to acknowledge receipt of SWOs on behalf of the Subcontractor.
 - 1.4 Comply with Guidelines for Research Apprentices at JPL, Attachment II.
- 2.0 The following are incorporated into and made a material part of this subcontract:
- 2.1 Exhibit I: Subcontract Work Order Placement Procedure
 - 2.2 Exhibit II: Subcontract Work Order form
 - 2.3 Exhibit III: A-5 Acknowledgment form
 - 2.4 Attachment I: "JPL Research Apprenticeship Program
 - 2.5 Attachment II: "Guidelines for Research Apprentices at JPL

- 3.0 Except as otherwise provided in this Subcontract, the point of inspection, acceptance and delivery of all supplies deliverable under this Subcontract shall be the Jet Propulsion Laboratory, 4800 Oak Grove Drive, Pasadena, California 91109. All such supplies shall be packaged, packed, boxed, or crated in such a manner to ensure safe delivery and shall be shipped prepaid and at the Subcontractor's expense to the point of delivery.
- 4.0 Deliver the following items to the Jet Propulsion Laboratory, 4800 Oak Grove Drive, Pasadena, California 91109 as indicated in the Statement of Work:

ITEM

On or Before

- | | |
|---|---|
| 4.1 Provide the cognizant JPL Subcontracts Manager with the annual and final reports of subject inventions described in the Article entitled "Patent Rights - Retention by the Contractor (Short Form)." A copy of transmittal letters shall be sent to the Intellectual Property Office (IPO). | Interim report every 12 months, commencing on Date of Subcontract. Final Report within three months of completion of work |
| 4.2 Deliver to JPL any required Compliance Audit Report pursuant to OMB Circular A-133 for any periods during which this Subcontract is being performed, unless previously provided. | Within 30 days of completion of the Report or receipt of the Report by the Subcontractor |



ARTICLE 2. F&A RATES AND BILLING INSTRUCTIONS

1.0 ADVANCE UNDERSTANDING – F&A RATES

Allowable Costs. For the purpose of determining the amounts payable to the Subcontractor under this Subcontract, the allowability of costs shall be determined in accordance with the “Allowable Cost and Payment-CREI” and the “Predetermined or fixed Indirect Cost Rates – CREI” General Provisions of this subcontract; provided, however, that in determining the allowability of costs, the advance understandings, if any, on particular items of cost set forth below shall be given effect. In the event of any inconsistency between such advance understandings and the cost principles referred to in the “Allowable Cost and Payment – CREI” and “Predetermined or fixed Indirect Cost Rates – CREI” General Provisions, the cost principles shall prevail.

For the Basic Subcontract Work

<u>Rate Agreement Date</u>	<u>Period (from Mo/D/Yr – to Mo/D/Yr)</u>	<u>Rate Base (“Location” and “Applicable To”)</u>	<u>Rate Percent (%)</u>	<u>Type of Rate*</u>
12/7/2006	07/01/05 – 6/30/09	Off-Campus All Programs	20.5%	Predetermined
12/7/2006	07/01/09 – 9/30/09	Off-Campus All Programs	20.5%	Predetermined per A-21 G7

2.0 BILLING INSTRUCTIONS

All invoices submitted to JPL for the reimbursement of costs incurred for authorized work must conform to these requirements. All invoices submitted under this Subcontract should be COMMERCIAL type invoices. Billings prepared on a Public Voucher SF # 1034 form are not acceptable for payment purposes. The invoices should be numbered in a separate series for proper reference and must contain the following information:

Terms of this Subcontract necessitate billing of costs in more detail than normally required. Since, this Subcontract provides for authorization of work by **Subcontract Work Orders (SWOs)**, a breakdown of billings by SWO number is required. If cost control is by JPL project/task, cost detail by project/task must be furnished with invoices.

- 2.1 Date of Invoice
- 2.2 JPL Subcontract Number and SWO Number
- 2.3 Billing Period (For Current Charges)
- 2.4 Direct Labor (Current and Cumulative)
- 2.5 Indirect Charges. NOTE: If the subcontract involves more than one award of work which per OMB Circular A-21 section G.7 causes 2 or more different F&A rates to be applicable during the same period, the subcontractor must account for its costs and invoice the different award costs separately.

- 2.6 Total Subcontract Value (also known as Total Estimated Cost)
- 2.7 Certification of invoice by authorized subcontractor official, including printed name and telephone number

Your billings (or backup detail to billings) should reflect elements of cost as separate line items.

- 2.8 Salaries and Wages (or Direct Labor)
- 2.9 Fringe Benefits (or Employee Benefits)
- 2.10 Materials and Supplies
- 2.11 Travel – domestic
- 2.12 Travel – foreign
- 2.13 Other Direct Costs
- 2.14 Equipment
- 2.15 Subcontracts
- 2.16 Consultants
- 2.17 Outside Services
- 2.18 Indirect Costs: Rate % of Base
- 2.19 The Subcontractor must have an adequate accounting and billing system to capture the actual costs at the authorized level as stated in the Subcontract. The Subcontractor is responsible for tracking costs and ensuring they do not exceed the authorized amount allotted for the Subcontract.
- 2.20 The Subcontractor is responsible for preparing and submitting invoices for reimbursement according to the terms of the Subcontract.
- 2.21 Invoices shall be submitted, in triplicate, to JPL Subcontract Payment Group, M/S 601-208, 4800 Oak Grove Drive, Pasadena, California 91109.
- 2.22 Each invoice shall include separate columns for current costs and cumulative costs. Cumulative costs are necessary to ensure that the amounts billed do not exceed the total estimated ceiling costs of the Subcontract and/or the current Subcontract maximum authorized funding levels.
- 2.23 Each invoice shall include current and cumulative amounts billed by major cost elements, Subcontract reserves, and adjusted amounts claimed as of the date of billings.
- 2.24 For subcontracts for which predetermined or fixed indirect rates are available and made a part of the schedule upon execution of the basic subcontract or new work modification only:

- 2.24.1 The invoiced indirect rates must match those established and included in the Schedule of the Subcontract, consistent with predetermined or fixed indirect rates approved by the cognizant audit agency.
 - 2.25 For subcontracts or new work established with “provisional rates” only:
 - 2.25.1 The invoiced indirect rates must match the provisional rates established and included in the Schedule of the subcontract. Within 60 days of when the Subcontractor’s provisional rates are changed to predetermined, fixed, or actual year-end final rates, a notice of such changed rates, with supporting documentation shall be provided to the Subcontracts Manager, for bilateral inclusion in the subcontract. After inclusion in the subcontract, the impact of the bilaterally changed rates shall be submitted on a separate invoice.
 - 2.26 For subcontracts for which predetermined, fixed and provisional indirect rates are not available (i.e., billing rates apply until final annual audited rates are known) only:
 - 2.26.1 The invoiced indirect rates must match the billing rates bilaterally established and included in the Schedule of the Subcontract. Within 60 days from when the Subcontractor adjusts the billing rates to reflect actual year-end allowable costs, a notice of such changed rates, with supporting documentation shall be provided to the Subcontracts Manager, for bilateral inclusion in the subcontract. After inclusion in the subcontract, the impact of the bilaterally changed rates shall be submitted on a separate invoice.
 - 2.26.2 Final annual incurred indirect cost rate proposals shall be submitted within 6 months after expiration of the Subcontractor’s fiscal year, as required by the ALLOWABLE COST AND PAYMENT General Provision.
 - 2.27 Upon submission, invoices will be reviewed for adequacy and any invoices deemed inadequate will be returned for correction and resubmission. In accordance with paragraph (a)(2) of the ALLOWABLE COST AND PAYMENT-CREI General Provision, JPL may request additional documentation to support claimed costs.
 - 2.28 The completion invoice shall be marked “Final.” A separate column shall be prepared for each of the Subcontractor’s fiscal years showing the major cost elements. Indirect rates shall be computed using the predetermined or fixed rates, or for periods not covered by such rates, final audited rates, and listed by Subcontractor’s fiscal year. Any amount billed in excess of the lower of the Subcontract’s estimated cost or funding allotted will be identified and subtracted from the total amount billed.
- 3.0 As assurance that a responsible official within your organization has reviewed your invoices, each invoice shall carry the following certification:

4.0 "I hereby certify that the above bill is correct and just, that payment therefore has not been received, and that the bill is presented with the knowledge that the amount paid hereunder will become the basis of a claim against the United States Government."

Authorized Signature

TYPED name of Official

Telephone number



ARTICLE 3. SPECIAL PROVISIONS

RESERVED

ARTICLE 4. ADDITIONAL GENERAL PROVISIONS (AGPs)

- 1.0 Audit-Negotiation – Access to Computers R 9/04
- 2.0 Limitation of Obligation and Limitation of Cost for Task SWO Subcontracting R 9/04
- 3.0 Limitation of Obligation and Limitation of Funds for Task SWO Subcontracting R 9/04
- 4.0 Personal Identity Verification

ARTICLE 5. ALTERATIONS TO THIS SUBCONTRACT

- 1.0 The following alterations have been made in this Subcontract:
 - 1.1 In the General Provisions to this Subcontract, wherever the word “schedule(s)” appears in reference to the work or costs of this Subcontract, said references shall refer to the work referenced and costs contained on the first page of this Subcontract. Other General Provision references to “schedule(s)” shall be deemed to refer to the “Articles” portion of this Subcontract.

ARTICLE 6. ESTIMATED CEILING VALUE

- 1.0 This Subcontract is non-funded. Therefore, it has no estimated cost. Each SWO placed under this Subcontract will be funded and will contain an estimated cost which the Subcontractor is not authorized to exceed. The total cost of all SWOs placed against this Subcontract **may not** exceed the **Estimated Ceiling Value of \$95,000.00**.
- 2.0 In addition to the provisions of the General Provision of this Subcontract entitled “Limitation of Cost” or “Limitation of Funds” (whichever is applicable), the following provisions shall apply to each SWO issued under this Subcontract.
 - 2.1 The Institute shall not be obligated to pay the Subcontractor any amount in excess of the Estimated Ceiling Value (or such lower limit as specified in the SWO) set forth in each SWO, and Subcontractor shall not be obligated to continue performance of the work described in such SWO or to otherwise incur costs in excess of such Estimated Ceiling Value (or such lower limit as specified in the SWO), unless and until the cognizant JPL Subcontracts Manager shall have issued a written SWO Supplement increasing such Estimated Ceiling Value (or such lower limit as specified in the SWO).
 - 2.2 If at any time the Subcontractor has reason to believe that the costs for performance of work described in a SWO will exceed the Estimated Ceiling Value (or such lower limit as specified in the SWO) of such SWO, it shall immediately notify the cognizant JPL Subcontracts Manager to that effect, giving its revised estimate of the total cost to perform the work. Such notification may first be given orally, but shall be confirmed in writing if the cognizant JPL Subcontracts Manager requests written confirmation thereof.

ARTICLE 7. REPRESENTATIONS AND CERTIFICATIONS

- 1.0 In connection with the acquisition of research and development services for the National Aeronautical and Space Administration (NASA) Prime Contract, Subcontractor agrees to demonstrate that it is compliance with all applicable Federal Laws, regulations, and Executive Orders.
- 2.0 By executing the **Acknowledgement** -- Form JPL 2384-3, R 05/05, which is attached to this Subcontract as Exhibit III, and is also referred to as "Attachment A-5" -- the Subcontractor certifies its compliance with the representations and certifications specified in the **Certification**: Form JPL 2895. Form JPL 2895 is located in the GENERAL PROVISIONS (GPs): "Cost Reimbursement without Fee with an Educational Institution (University or College) Subcontract", R 12/04 and can be accessed at World Wide Web: <http://acquisition.jpl.nasa.gov/e2000.htm>. The **Acknowledgement** is incorporated herein by reference and shall be applicable to and referenced in all SWOs issued under this Subcontract.
- 3.0 The representations and certifications shall be effective for a period of one year from the date of signature by the Subcontractor. Subcontractor hereby agrees to submit representations and certifications to the Institute on an annual basis, as an alternative to submitting an Acknowledgement (A-5) in each solicitation for work to be performed under any individual SWO. Should any information contained in the previously submitted A-5 change, the Subcontractor agrees to submit an updated A-5 within ten calendar days of the effective date of the change.
- 4.0 Subcontractor is responsible for updating this Attachment as may be necessary prior to submitting any individual SWO under this Subcontract. The Institute will retain this attachment on file as evidence of the Subcontractors certifications and representations for subsequent SWOs.

ARTICLE 8. EARNED VALUE PERFORMANCE MANAGEMENT

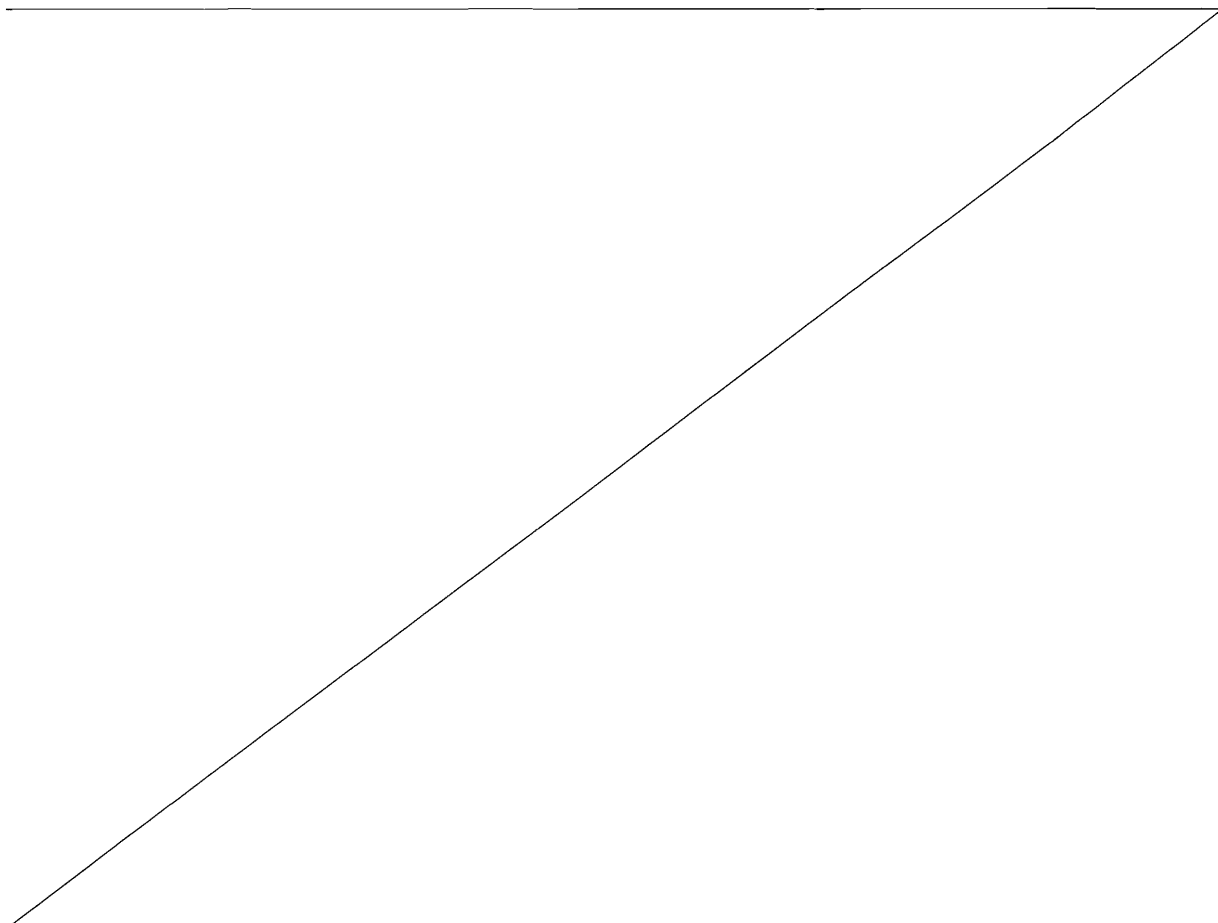
RESERVED



SWO PLACEMENT PROCEDURE

As work to be accomplished under SWOs against this Subcontract is identified, JPL's Subcontracts Manager will request and the Subcontractor may accept the SWO to furnish high-quality student Research Apprentices to accomplish the work in accordance with the following procedure.

- 1.0 JPL's Subcontract Manager will initiate the SWO process by forwarding a draft SWO to the Subcontractor, which will include reply-instructions and a description of the work to be performed.
 - (a) Upon receipt of JPL's draft SWO - if the Subcontractor decides to furnish high-quality student research apprentices – the Subcontractor must comply with the instructions that accompanied the draft SWO.
 - (b) No work shall commence on any SWO until JPL provides the Subcontractor the SWO that is signed by the duly authorized representatives of both JPL and the Subcontractor. JPL's Subcontracts Manager will issue all SWOs and SWO modifications on the SWO form that is included as Exhibit II, to this Subcontract.
 - (c) SWOs and any supporting documents may be submitted by e-mail or fax.



ACKNOWLEDGMENT - CREI Subcontract

1. Institute name: _____
(Include full name of contracting entity, not just operating division. Such full name is name that would go in contract if awarded to your Institute)

Address: _____

Phone: _____

2. Business Type: (please check the appropriate box):

- Educational Institution
 Nonprofit Organization
 HBCU/OMI

3. The Institute acknowledges that the General Provisions R _____, entitled "Cost-Reimbursement without Fee with an Educational Institution (College or University) Subcontract" are acceptable in case of subcontract award. The revised General Provisions can be found at the following website: <http://acquisition.jpl.nasa.gov/gp.htm>.

NOTE: The General Provisions cannot be altered without NASA approval.

Yes No (If no, attach a detailed explanation of the exceptions, including rationale.)

4. a. Audit Reports. Your Institution agrees that all Government audit reports directly related to its offer(s) and subcontract, if any, are authorized to be released to JPL. Yes No

b. Are you a State or Local Government or Nonprofit Organization subject to Office of Management and Budget Circular No. A-133? Yes No

If yes, the "year ending" date of the most recent report is: _____
(enclose a copy of the most recent report)

5. a. Do you have a validated earned value management (EVM) system? Yes No

If yes, validation certified by:

- Government Agency—Name of Agency: _____
 Self-Certified

b. Dollar threshold at which your internal policy requires EVM: _____

6. Your submittal of a proposal/quotation certifies your compliance with the requirements specified in form JPL 2892, "Certifications" (which can also be found at the above JPL website), attached to the General Provisions.

INSTITUTE CERTIFICATION

The undersigned certifies that he/she is authorized to certify and to commit the Institute regarding the information on this form and for the total offer amount submitted in response to this solicitation.

Date: _____

Name: _____

Title: _____

Signature: _____

JPL RESEARCH APPRENTICESHIP (RA) PROGRAM FACULTY SPONSOR ROLES AND RESPONSIBILITIES

GENERAL:

Because The Research Apprenticeship program is an education program, The Faculty Sponsor is the institutional representative between JPL and the student. It is estimated that the total time for this effort is less than 4 hours per semester; JPL is not able to compensate Sponsors for this assignment. The responsibilities of the Sponsor include:

1. Serving as the Faculty Sponsor between JPL and the college for the student in the Research Apprenticeship program.
2. Confirming that the statement of Work and the Period of Performance qualifies as a genuine educational experience in the view of the college, and for the educational benefit of the student.
3. Establishing Independent Study credit for the student.
4. Reviewing the Culminating Summary for the Research Apprentice and recommending the awarding (or not awarding) credit based upon this report.
5. Timesheets: forwarding timesheets to the campus payroll offices (a copy goes to the Education Office)

GUIDELINES FOR RESEARCH APPRENTICES AT JPL

OVERVIEW:

The Research Apprenticeship (RA) program was created by the organizers of the Student Independent Research Internship (SIRI) program, along with faculty and administrative representatives from Glendale College and PCC, and with the help of the JPL subcontracts office. The program began in 2004 when JPL mentors saw educational and technical benefits for interns to continue work on their SIRI projects. Managed by the JPL Education Office, the Apprenticeship program requires that students first gain experience as JPL interns or similar research experiences. Rather than being JPL employees, they are classified as JPL Non-Resident Affiliates, employed by their college at a Work-Study rate under a subcontract between the participating college and the technical unit at JPL.

PURPOSE: The RA program exists to provide an educational experience for students who may enter the Science, Technology, Engineering and Mathematics (STEM) pipeline, as well as provide mentoring opportunities to researchers at JPL.

The RA program has the following requirements at JPL:

A. Education Office/Student

Through this program, students classified as Nonresident affiliates of the Laboratory, and are engaged in research activities at JPL under the supervision of science or engineering mentors, and for the educational benefit of the student. Upon request by a JPL mentor for a student to be in the RA program (or extended in the RA program), the Education Office will meet with the student to review these requirements:

1. The student must identify a Sponsor at the college that the student is attending, and request enrollment in Independent Study.
2. The Education Office will inform the student of the requirements and limitations of the RA program, including timesheet reporting and final report requirements.
3. The student must complete a Culminating Summary, the results of work performed during the Period of Performance. The Culminating Summary is shared with Acquisitions, Education Office, JPL Mentor, and appropriate College representatives.
4. The Research Apprenticeship is limited to 20 hours per week maximum during the academic year, but may expand to no more than 30 hours per week during the summer. The RA may also not work more than 8 hours per day.
5. The Education Office will be responsible for ensuring that the student completes the following required training in Safety, Lab Security, and any other required or appropriate training.

B. Mentors:

1. The JPL mentor and RA must jointly create a Statement of Work that satisfies an educational objective for the student, as well as a research objective for the mentor.
2. Period of Performance: The mentor and student must mutually reach an agreement upon the Period of Performance and Statement of Work that defines the Research Apprenticeship experience at JPL.
3. The mentor must provide a section Business Administration Manager contact for the subcontract requisition and an account number which is valid over the Period of Performance
4. The Mentor must require and review a Culminating Summary of the work over the period of performance, and concur with the Culminating Summary.

C. JPL Acquisition

Acquisition will initiate the creation and/or modification of the subcontract and/or its amendments, and will assign a tracking control number, which will be shared with the other units in the program (Education Office, College Grants/Contracts, and College Student Employment Services). Upon creation of a new contract or renewal, the Education Office will be responsible for coordinating either the initial Affiliate Badge or for renewing the badge.

D. The College

1. The college establishes a Faculty Sponsor for the Apprenticeship, and the student will enroll in Independent Study through the Sponsor.
2. A proposal will be submitted by the college Business or Grants/Contracts Office for a Research Apprenticeship Subcontract between the college and JPL.
3. An appropriate college employment unit or office will be responsible for creating timesheets, payroll calendars, and other requirements as appropriate for the student to be paid for the Research Apprenticeship, and informs the student of those requirements.

**CALIFORNIA INSTITUTE OF TECHNOLOGY
 JET PROPULSION LABORATORY
 GENERAL PROVISIONS:
 COST-REIMBURSEMENT WITHOUT FEE WITH AN
 EDUCATIONAL INSTITUTION (COLLEGE OR UNIVERSITY)
 SUBCONTRACT**

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GENERAL PROVISIONS CANNOT BE ALTERED WITHOUT NASA APPROVAL

The following attachments are incorporated into the General Provisions. Submission of an offer and beginning performance constitute certification and recertification per Form JPL 2892.

- Management of Government Property in the Possession of Subcontractors, Form JPL 0968
- Release of Information, Form JPL 1737
- Notification to Prospective Subcontractors of JPL's Ethics Policies and Anti-Kickback Hotline, Form JPL 2385
- Vesting of Property Purchased with Subcontract Funds, Form JPL 2710
- Certifications, Form JPL 2892
- Asbestos Notification, Form JPL 2895

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ADDITIONAL DATA REQUIREMENTS

[CT, FP-NR&D, FP-R&D, CREI – 09/04] [FAR 52.227-16 - 06/87]

- (a) In addition to the data (as defined in the "Rights in Data - General" Article or other equivalent included in this Subcontract) specified elsewhere in this Subcontract to be delivered, JPL may at any time during Subcontract performance or within a period of three years after acceptance of all items to be delivered under this Subcontract, order any data first produced or specifically used in the performance of this Subcontract.
- (b) The "Rights in Data - General" Article or other equivalent included in this Subcontract is applicable to all data ordered under this "Additional Data Requirements" Article. Nothing contained in this Article shall require the Subcontractor to deliver any data the withholding of which is authorized by the "Rights in Data - General" Article or other equivalent Article of this Subcontract, or data which are specifically identified in this Subcontract as not subject to this Article.
- (c) When data are to be delivered under this Article, the Subcontractor will be compensated for converting the data into the prescribed form, for reproduction, and for delivery.
- (d) The Contracting Officer through JPL may release the Subcontractor from the requirements of this Article for specifically identified data items at any time during the three-year period set forth in paragraph (a) above.

AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES

[CT, FP-NR&D, FP-R&D, CIS, T&MC, LH/T&M, FPC, CREI, A – E, RSA – 09/04] [FAR 52.222-36 - 06/98]

(This Article applies to Subcontracts over \$2,500, unless the work is performed outside the United States by employees recruited outside the United States.)

Incorporate by reference FAR 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

~~**ALLOCATION OF RIGHTS IN PROPERTY AND DATA - COST-SHARE SUBCONTRACTS**~~

~~[CT, CREI – 09/04]~~

~~Whether or not this Subcontract provides for any cost sharing, rights in data and property are determined as though all costs of performance were to be reimbursed by the Institute.~~

ALLOWABLE COST AND PAYMENT – CREI

[CREI – 09/04] [FAR 52.216-7 – 02/02, 52.216-11 04/84]

- (a) Invoicing and Payment.
 - (1) The Subcontractor shall submit an original and three copies of its invoices monthly, unless otherwise provided in the Schedule of the Subcontract, to: Jet Propulsion Laboratory, Attention: Accounting Section, 4800 Oak Grove Drive, Pasadena, California 91109.
 - (2) The Institute shall make payments to the Subcontractor once each month (or at more frequent intervals if approved by JPL) in amounts determined to be allowable by the Institute in accordance with Subpart 31.3 of the FAR in effect on the date of this Subcontract and any corresponding implementing or supplementing provisions in the NFS in effect on the date of this Subcontract and the terms of this Subcontract. The Subcontractor may submit, in such form and reasonable detail as JPL may require, an invoice supported by a statement of the claimed allowable cost for performing this Subcontract.
 - (3) JPL may elect to either send payments to the Subcontractor by mail or require the Subcontractor to accept electronic payments. Payment shall be deemed to have been made on the date the check is mailed or the date of payment by electronic funds transfer.
- (b) Reimbursing Costs.
 - (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (2) below, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only:
 - (A) Those recorded costs that, at the time of the request for reimbursement, the Subcontractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the Subcontract;

- (B) When the Subcontractor is not delinquent in paying costs of Subcontract performance in the ordinary course of business, costs incurred, but not necessarily paid, for (i) materials issued from the Subcontractor's inventory and placed in the production process for use on the Subcontract; (ii) direct labor; (iii) direct travel; (iv) other direct in-house costs; and (v) properly allocable and allowable indirect costs, as shown in the records maintained by the Subcontractor for purposes of obtaining reimbursement under Government Subcontracts or First-tier Subcontracts; and
 - (C) The amount of progress payments that have been paid to the Subcontractor's sFirst-tier Subcontractors under similar cost standards.
- (2) Subcontractor contributions to any pension or other post-retirement benefit, profit-sharing, or employee stock ownership plan funds that are paid quarterly or more often may be included in indirect costs for payment purposes; provided, that the Subcontractor pays the contribution to the fund within 30 days after the close of the period covered. Payments made 30 days or more after the close of a period shall not be included until the Subcontractor actually makes the payment. Accrued costs for such contributions that are paid less often than quarterly shall be excluded from indirect costs for payment purposes until the Subcontractor actually makes the payment.
 - (3) Notwithstanding the audit and adjustment of invoices under paragraph (h) below, allowable indirect costs under this Subcontract shall be obtained by applying indirect cost rates established in accordance with paragraph (e) below.
 - (4) Any statements in specifications or other documents incorporated in this Subcontract by reference designating performance of services or furnishing of materials at the Subcontractor's expense or at no cost to the Institute shall be disregarded for purposes of cost-reimbursement under this Article.
 - (5) JPL shall not pay the Subcontractor a fee for performing this Subcontract.
- (c) Small Business Concerns. A small business concern may be paid for recorded costs for items or services purchased directly for the Subcontract, even though the concern has not yet paid for those items or services.
 - (d) Payment.

Promptly after receipt of each invoice the Institute shall, subject to the provisions of paragraph (h) below, make payment thereon as approved by JPL.
 - (e) Final Indirect Cost Rates.
 - (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of FAR and any corresponding implementing or supplementing provisions in the NFS in effect for the period covered by the indirect cost rate proposal; provided, however, that the advance understandings, if any, on particular items of cost, as set forth in the Schedule of this Subcontract shall be given effect, provided further, however, that in the event of any inconsistency between such advance understandings and the cost principles referred to in (a) above, the cost principles shall prevail.
 - (2) A copy of the agreement between the Subcontractor and the Government for each of the periods applicable to this Subcontract, setting forth the indirect cost rates established in accordance with subparagraph (1) above, shall be furnished by the Subcontractor to JPL within two weeks of the final annual indirect cost rates, and shall be deemed to be automatically incorporated into this Subcontract, subject to the proviso set forth in subparagraph (1) above.
 - (3) Notwithstanding subparagraphs (1) and (2) above, the Subcontractor and JPL may agree on indirect rates to be used as final indirect rates for this Subcontract to expedite the administration and closeout of this Subcontract, provided such rates can be shown to be reasonable under the circumstances.
 - (f) Billing Rates. Unless provisional, predetermined, or fixed indirect cost rates are established for any period, the Institute shall reimburse the Subcontractor at billing rates acceptable to JPL, subject to adjustment when the final rates are established. These billing rates:
 - (1) Shall be the anticipated final rates; and
 - (2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

- (g) Quick-Closeout Procedures. The Subcontractor and JPL may agree to use any reasonable procedures under the circumstances to expedite closeout, including the quick-closeout procedures of Subpart 42.7 of the FAR and any corresponding implementing or supplementing provisions in the NFS.
- (h) Audit. At any time or times before final payment, JPL may have the Subcontractor's invoices or statements of cost audited. Any payment may be (i) reduced by amounts found by JPL not to constitute allowable costs or (ii) adjusted for prior overpayments or underpayments.
- (i) Compliance Audit Reports. The Subcontractor shall deliver to JPL any required Compliance Audit Reports pursuant to OMB Circular A-133 within 30 days of completion of the Report or receipt of the Report by the Subcontractor for any periods during which this Subcontract is being performed.
- (j) Final Payment.
 - (1) For Subcontracts in which in accordance with FAR 31.3 predetermined or fixed indirect cost rates are applicable to all periods of the Subcontract, the Subcontractor shall submit a completion invoice, designated as such, promptly upon completion of the work, but no later than 120 days (or longer, as JPL may approve in writing) from the completion date. For all other Subcontracts, the Subcontractor shall submit a completion invoice within 120 days after settlement of the final indirect cost rates for all years of a physically complete Subcontract, and such invoice shall reflect the settled amounts and rates. Upon approval of that invoice, and upon the Subcontractor's compliance with all terms of this Subcontract, the Institute shall promptly pay any balance of allowable costs. NOTE: If the Subcontractor fails to submit a completion invoice within the time specified herein, JPL may determine the amount due to the Subcontractor under the Subcontract, and record this determination in a unilateral modification to the Subcontract.
 - (2) The Subcontractor shall pay to the Institute any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Subcontractor or any assignee under this Subcontract, to the extent that those amounts are properly allocable to costs for which the Subcontractor has been reimbursed by the Institute. Reasonable expenses incurred by the Subcontractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by JPL. Before final payment under this Subcontract, the Subcontractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver:
 - (A) An assignment to the Institute, in form and substance satisfactory to JPL, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Subcontractor has been reimbursed by the Institute under this Subcontract; and
 - (B) A release discharging the Institute, its officers, agents and employees from all liabilities, obligations, and claims arising out of or under this Subcontract, except:
 - (i) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;
 - (ii) Claims (including reasonable incidental expenses) based upon liabilities of the Subcontractor to third parties arising out of the performance of this Subcontract; provided, that the claims are not known to the Subcontractor on the date of the execution of the release, and that the Subcontractor gives notice of the claims in writing to JPL within six years following the release date or notice of final payment date, whichever is earlier; and
 - (iii) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Subcontractor under the patent provisions of this Subcontract, excluding, however, any expenses arising from the Subcontractor's indemnification of the Institute against patent liability.
 - (iv) When there is included in this Subcontract a provision entitled "Additional Data Requirements," claims pursuant to such provision when a written request by the Institute to furnish data is made.
 - (C) If the Subcontractor fails to return the assignment and release described in (A) and (B) above with the release either executed for the amount determined by JPL or with a different amount within 60 days of JPL's request, JPL may make final payment in the amount determined by JPL and the assignment and release (for the JPL-determined amount) described in (A) and (B) above will be deemed to have been executed and delivered by the Subcontractor.

ANTI-KICKBACK PROCEDURES

[CT, FP-NR&D, FP-R&D, T&MC, LHT&M, FPC, CREI, A -, RSA – 09/04] [FAR 52.203-7 – 07/95]

(a) Definitions.

- (1) "Kickback," as used in this Article, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, First-tier Subcontractor, or First-tier Subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a First-tier Subcontract relating to a prime contract.
- (2) "Person," as used in this Article, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
- (3) "Prime contract," as used in this Article, means a Subcontract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.
- (4) "Prime Contractor," as used in this Article, means a person who has entered into a prime contract with the United States.
- (5) "Prime Contractor employee," as used in this Article, means any officer, partner, employee, or agent of a prime contractor.
- (6) "First-tier Subcontract," as used in this Article, means a Subcontract or contractual action entered into by a prime Contractor or First-tier Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.
- (7) "First-tier Subcontractor," as used in this Article, (i) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a First-tier Subcontract entered into in connection with such prime contract, and (ii) includes any person who offers to furnish or furnishes general supplies to the prime contractor or a higher-tier First-tier Subcontractor.
- (8) "First-tier Subcontractor employee," as used in this Article, means any officer, partner, employee, or agent of a First-tier Subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from:

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the Subcontract price charged by a prime Contractor to the United States or in the Subcontract price charged by a First-tier Subcontractor to a prime contractor or higher-tier subcontractor.

(c)

- (1) When the Subcontractor has reasonable grounds to believe that a violation described in paragraph (b) of this Article may have occurred, the Subcontractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
- (2) The Subcontractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this Article.
- (3) The Institute may (i) offset the amount of the kickback against any monies owed under the Subcontract and/or (ii) direct that the Subcontractor withhold, from sums owed a First-tier Subcontractor under the Subcontract, the amount of any kickback. JPL may order that monies withheld under subdivision (c)(3)(ii) of this Article be paid over to JPL unless JPL has already offset those monies under subdivision (c)(3)(i) of this Article. In either case, the Subcontractor shall notify JPL when the monies are withheld.
- (4) The Subcontractor agrees to incorporate the substance of this Article, including this subparagraph (c)(4), in all First-tier Subcontracts under this Contract.

ASBESTOS NOTIFICATION

[CT, FP-NR&D, FP-R&D, T&MC, LH/T&M, FPC, CREI, A - E - 02/00]

(This Article applies if any of the Subcontract effort will be performed in JPL Pasadena buildings. Work performed outside the United States is exempt from the requirements of this Article.)

Subcontractor acknowledges receipt of the attached "Asbestos Notification," form JPL 2895, identifying JPL buildings containing asbestos and agrees to distribute the Notice to all its personnel prior to their commencing work in such buildings. Subcontractor agrees to coordinate with the JPL Safety Operations Section for special asbestos handling instructions to be given to all Subcontractor's personnel, including First-tier Subcontractors' personnel, prior to their commencing work, if any, which could disturb asbestos in JPL-controlled buildings. The substance of this Article will be included in all First-tier Subcontracts issued under this Article for work performed in JPL-Pasadena buildings.

ASSIGNMENT, NOVATION AND TRANSFER

[CT, FP-NR&D, FP-R&D, T&MC, LH/T&M, FPC, CREI, A - E, CIS, RSA- 09/04] [FAR 52.244-2 - 08/98]

This Subcontract may be assigned, novated, or transferred to a successor-in-interest, a successor Contractor to operate the Jet Propulsion Laboratory, or the Government.

ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES

[CT, FP-NR&D, FP-R&D, T&MC, LH/T&M, FPC, CREI, A - E - 09/04] [FAR 52.232-23(a) - 01/86]

- (a) The Subcontractor may assign its rights to be paid amounts due or to become due as a result of the performance of this Subcontract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
- (b) Any such assignment or reassignment shall be subject to the following conditions:
- (1) Any assignment or reassignment authorized under this provision shall cover all amounts payable under this Subcontract, and not paid as of (i) the effective date of assignment or (ii) the date JPL receives written notice of the assignment, whichever is later.
 - (2) No assignment may be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this Subcontract.
 - (3) Two copies of the notice of assignment, signed by the Subcontractor, shall be furnished to JPL, Attn: Accounts Payable.
 - (4) If a party other than the Subcontractor provides JPL with a notification that the amount due or to become due under this Subcontract has been assigned and that payment is to be made to the claimed assignee, JPL may withhold any payments which are due and payable under the Subcontract until JPL is furnished with either (i) verification or denial of assignment from the Subcontractor or (ii) reasonable proof that the assignment has been made.
 - (5) The Subcontractor shall not furnish or disclose to any assignee under this Subcontract any classified document (which term includes this Subcontract if access to classified material is authorized under this Subcontract) or information pertaining to classified work under this Subcontract unless JPL authorizes such action in writing.
 - (6) No assignment may be made which includes, either specifically or by implication, any delegation of the Subcontractor's duty to perform the services or provide the supplies required by this Subcontract unless such assignment and delegation is consented to by JPL in accordance with the provisions of paragraph (c) below.
- (c) The Subcontractor is prohibited, without prior written JPL consent, from delegating any part of the duties required of it by this Subcontract; provided, however, that nothing contained herein shall be deemed to prohibit the Subcontractor from placing purchase orders and First-tier Subcontracts, subject, however, to the provision of this Subcontract entitled "First-tier Subcontracts." Delegation of duties without such consent is void.

AUDITS AND RECORDS - NEGOTIATION

[CT, FP-NR&D, FP-R&D, T&MC, LH/T&M, FPC, CREI, A - E, RSA - 09/04] [FAR 52.215-2 - 06/99]

(This provision is not applicable for procurements of \$100,000 or less, for commercial items, or for utility services at rates not exceeding those established to apply uniformly to the general public, plus any applicable reasonable connection charge.)

- (a) As used in this Article, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) Examination of Costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable Subcontract, or any combination of these, the Subcontractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this Subcontract. This right of examination shall include inspection at all reasonable times of the Subcontractor's plants, or parts of them, engaged in performing the Subcontract.

If this is a facilities acquisition, the obligations and rights specified in this paragraph shall extend to the use of, and charges for the use of, the facilities under this Subcontract.

- (c) Cost or Pricing Data. If the Subcontractor has been required to submit cost or pricing data in connection with pricing action relating to this Subcontract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Subcontractor's records, including computations and projections, related to:
 - (1) The proposal for the Subcontract, First-tier Subcontract, or modification;
 - (2) The discussions conducted on the proposal(s), including those related to negotiating;
 - (3) Pricing of the Subcontract, First-tier Subcontract, or modification; or
 - (4) Performance of the Subcontract, First-tier Subcontract, or modification.
- (d) Comptroller General.
 - (1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Subcontractor's directly pertinent records involving transactions related to this Subcontract or a First-tier Subcontract hereunder.
 - (2) This paragraph (d) may not be construed to require the Subcontractor or First-tier Subcontractor to create or maintain any record that the Subcontractor or First-tier Subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Reports. If the Subcontractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (i) the effectiveness of the Subcontractor's policies and procedures to produce data compatible with the objectives of these reports and (ii) the data reported.
- (f) Availability. The Subcontractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this Article, for examination, audit, or reproduction, until three years after final payment under this Subcontract, or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of FAR, and any corresponding implementing or supplementing provisions in the NFS, or for any longer period required by statute or by other Articles of this Subcontract. In addition:
 - (1) If this Subcontract is completely or partially terminated, the Subcontractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
 - (2) The Subcontractor shall make available records relating to appeals under the "Disputes" Article or to litigation or the settlement of claims arising under or relating to this Subcontract until such appeals, litigation, or claims are finally resolved.
- (g) The Subcontractor shall insert all of the provisions of this Article, including this paragraph (g), in all First-tier Subcontracts under this Subcontract that exceed \$100,000, and:

- (A) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
 - (B) For which cost or pricing data are required; or
 - (C) That require the First-tier Subcontractor to furnish reports as discussed in paragraph (e) of this clause.
- (3) The Article may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government Prime Contract.
- (h) If this is a cost-reimbursement Subcontract with an educational or other nonprofit institution, the provisions of OMB Circular No. A-133, "Audits of Institutions of Higher Learning and Other Nonprofit Institutions," apply to this Subcontract.

AUTHORITY OF JPL REPRESENTATIVES

[CT, FP-NR&D, FP-R&D, T&MC, LH/T&M, FPC, CREI, A – E, RSA – 09/04]

- (a) No request, notice, authorization, direction or order received by the Subcontractor and issued either pursuant to a provision of this Subcontract, to a provision of any document incorporated in this Subcontract by reference, or otherwise, shall be binding upon either the Subcontractor or the Institute unless issued or ratified in writing by the JPL Subcontracts Manager, the Manager, Acquisition Division, JPL, or by representative(s) designated in writing by either of them. Designations of authorized representatives shall define the scope and limitations of the authorized representatives' authorities.
- (b) The Subcontractor shall immediately notify, in writing, the JPL Subcontracts Manager, or the Manager, Acquisition Division, JPL, whenever a request, notice, authorization, direction, or order has been received from a representative of JPL other than the JPL Subcontracts Manager, or the Manager, Acquisition Division, JPL, which, but for the lack of authorization on the part of the issuing JPL representative, would: (i) effect a change within the meaning of the "Changes" Article; (ii) increase or decrease the Subcontract amount or amount allotted to this Subcontract; or (iii) otherwise be the basis for assertion of a claim by the Subcontractor under any provision of the Subcontract.

AUTHORIZATION AND CONSENT

[CT, FP-R&D, T&MC, LH/T&M, CREI, A – E, RSA – 09/04] [FAR 52.227-1 – 07/95, ALT I]

- (a) The Government authorizes and consents to all use and manufacture of any invention described in and covered by a United States patent in the performance of the Prime Contract or any First-tier Subcontract at any tier.
- (b) The Subcontractor agrees to include, and require inclusion of, this Article, suitably modified to identify the parties, in all First-tier Subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed \$100,000); however, omission of this Article from any First-tier Subcontract, under or over \$100,000, does not affect this authorization and consent.

BANKRUPTCY

[CT, FP-NR&D, FP-R&D, T&MC, LH/T&M, FPC, CREI, A - E – 09/04] [FAR 52.242-13, 07/95]

In the event the Subcontractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Subcontractor agrees to furnish, by certified mail or electronic commerce method authorized by the Subcontract, written notification of the bankruptcy to the JPL Subcontracts Manager responsible for administering the Subcontract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of JPL Subcontract numbers for all JPL Subcontracts against which final payment has not been made. This obligation remains in effect until final payment under this Subcontract.

BUY-AMERICAN ACT – SUPPLIES

[CT, FP-NR&D, FP-R&D, CIS, T&MC, LH/T&M, CREI – 09/04] [FAR 52.225-11 - 05/02]

(This Article applies to supply Subcontracts exceeding \$2,500 and to Subcontracts for services which involve the furnishing of supplies when the supply portion of the Subcontract exceeds \$2,500.)
Incorporate by reference FAR 52.225-11, Buy American Act - Supplies.

CHANGES – CREI

[CREI – 08/01] [FAR 52.243-2 – 08/87]

- (a) JPL may at any time, by written Subcontract Unilateral Modification, and without notice to the sureties, if any, make changes within the general scope of this Subcontract in any one or more of the following:
 - (1) Drawings, designs, or specifications.
 - (2) Method of shipment or packing.
 - (3) Place of inspection, delivery, or acceptance.
 - (4) Description of services to be performed.
 - (5) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (6) Place of performance of the services.
 - (7) Requiring additional work or directing the omission of or variation in work covered by this Subcontract when time is of the essence and the change has been coordinated with and is acceptable to the First-tier Subcontractor prior to issuance of the unilateral change.
- (b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this Subcontract, whether or not changed by the Modification, or otherwise affects any other terms and conditions of this Subcontract, JPL shall make an equitable adjustment in the (i) estimated cost, delivery or completion schedule, or both; and (ii) other affected terms, and shall modify the Subcontract accordingly.
- (c) The Subcontractor must assert its right to an adjustment under this Article within 30 days from the date of receipt of the Modification. However, if JPL decides that the facts justify it, JPL may receive and act upon a proposal submitted before final payment of the Subcontract.
- (d) (RESERVED)
- (e) Except as provided in paragraph (f) below, nothing contained in this Article shall excuse the Subcontractor from proceeding with the prosecution of the work as modified.
- (f) Notwithstanding the provisions of paragraphs (a) and (b) above, the estimated cost of this Subcontract and, if this Subcontract is incrementally funded, the funds allotted for the performance of this Subcontract, shall not be increased or considered to be increased except by specific written modification of the Subcontract indicating the new Subcontract estimated cost and, if this Subcontract is incrementally funded, the new amount allotted to the Subcontract. Until this modification is made, the Subcontractor shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost or Limitation of Funds Article of this Subcontract.

COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

[CT, CREI – 08/01]

(Work performed outside the United States is exempt from the requirements of this Article.)

- (a) Subcontractor agrees to comply with the Americans with Disabilities Act (42 U.S.C. 12101, et. seq.) and all implementing regulations.
 - (8) Subcontractor agrees to insert this Article, including this paragraph (b), in all First-tier Subcontracts and purchase orders hereunder.

~~**COST ACCOUNTING STANDARDS (EDUCATIONAL INSTITUTION), AND ADMINISTRATION OF COST ACCOUNTING STANDARDS**~~

~~[CREI – 09/04] [FAR 52.230-5 – 04/98; FAR 52.230-6 – 11/99]~~

~~(This Article is applicable if the basic Subcontract or any modification exceeds \$500,000.)~~

~~FAR 52.230-5, Cost Accounting Standards – Educational Institution, is incorporated by reference; any reference to the Contracts Disputes Act shall refer to the Disputes provision, if any, in this Subcontract. FAR 52.230-6, Administration of Cost Accounting Standards, is incorporated by reference.~~

CROSS-WAIVERS OF LIABILITY FOR SPACE SHUTTLE SERVICES, NASA EXPENDABLE LAUNCH VEHICLE (ELV) LAUNCHES, AND FOR SPACE STATION ACTIVITIES

[CREI - 08/01] [NFS 1852.228-72 - 09/93; 1852.228-78 - 09/93; 1852.228-76 - 12/94]

(This Article is applicable if the Subcontract value is \$100,000 or more.)

The Subcontractor understands that the work performed under this Subcontract may be in support of "Protected Space Operations" as defined in the three paragraphs (b)(5) under Part A, Part B, and Part C below, and therefore agrees to all three cross-waiver provisions set forth below. The Subcontractor shall incorporate this Article into First-tier Subcontracts that are for \$100,000 or more.

PART A. CROSS-WAIVER OF LIABILITY FOR SPACE SHUTTLE SERVICES

- (a) As prescribed by regulation (14 C.F.R. Part 1266), NASA agreements involving Space Shuttle services are required to contain broad cross-waivers of liability among the parties and the parties' related entities to encourage participation in space exploration, use, and investment. The purpose of this provision is to extend this cross-waiver requirement to Subcontractors and related entities under their Subcontracts. This cross-waiver of liability shall be broadly construed to achieve the objective of encouraging participation in space activities.
- (b) As used in this provision, the term:
- (1) "Subcontractors" and "First-tier Subcontractors" include suppliers of any kind.
 - (2) "Damage" means:
 - (A) Bodily injury to, or other impairment of health of, or death of, any person;
 - (B) Damage to, loss of, or loss of use of any property;
 - (C) Loss of revenue or profits; or
 - (D) Other direct, indirect, or consequential damage.
 - (3) "Party" means a person or entity that signs an agreement involving a Space Shuttle service;
 - (4) "Payload" means any property to be flown or used on or in the Space Shuttle; and
 - (5) "Protected Space Operations" means all Space Shuttle and payload activities on Earth, in outer space, or in transit between Earth and outer space performed in furtherance of an agreement involving Space Shuttle services or performed under this Subcontract. "Protected Space Operations" excludes activities on Earth which are conducted on return from space to develop further a payload's product or process except when such development is for Space Shuttle-related activities necessary to implement an agreement involving Space Shuttle services or to perform this Subcontract. It includes, but is not limited to:
 - (A) Research, design, development, test, manufacture, assembly, integration, operation, or use of the Space Shuttle, transfer vehicles, payloads, related support equipment, and facilities and services;
 - (B) All activities related to ground support, test, training, simulation, or guidance and control equipment and related facilities or services.
 - (6) "Related entity" means:
 - (A) A party's Subcontractors or First-tier Subcontractors at any tier;
 - (B) A party's users or customers at any tier; or
 - (C) A Subcontractor or First-tier Subcontractor of a party's user or customer at any tier.
- (c)
- (1) The Subcontractor agrees to a waiver of liability pursuant to which the Subcontractor waives all claims against any of the entities or persons listed in paragraphs (c)(1)(A) through (c)(1)(C) of this provision, based on damage arising out of Protected Space Operations. This waiver shall apply only if the person, entity, or property causing the damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations. The waiver shall apply to any claims for damage, whatever the legal basis for such claims, including but not limited to delict (a term

used in civil law countries to denote a class of cases similar to tort) and tort (including negligence of every degree and kind) and Subcontract, against:

- (A) Any party other than the Government;
 - (B) A related entity of any party other than the Government; and
 - (C) The employees of any of the entities identified in (c)(1)(A) and (c)(1)(B) above.
- (2) The Subcontractor agrees to extend the waiver of liability as set forth in paragraph (c)(1) of this provision to First-tier Subcontractors at any tier by requiring them, by Subcontract or otherwise, to agree to waive all claims against the entities or persons identified in paragraphs (c)(1)(A) through (c)(1)(C) of this provision.
- (3) For avoidance of doubt, this cross-waiver includes a cross-waiver of liability arising from the Convention on International Liability for Damage Caused by Space Objects (March 29, 1972, 24 United States Treaties and other International Agreements (U.S.T.) 2389, Treaties and Other International Acts Series (T.I.A.S.) No. 7762), in which the person, entity, or property causing the damage is involved in Protected Space Operations, and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations.
- (4) Notwithstanding the other provisions of this provision, this waiver of liability shall not be applicable to:
- (A) Claims between any party and its related entities or claims between any party's related entities (e.g., claims between the Government and the Subcontractor are included within this exception);
 - (B) Claims made by a natural person, his/her estate, survivors, or subrogees for injury or death of such natural person;
 - (C) Claims for damage caused by willful misconduct; and
 - (D) Intellectual property claims.
- (5) Nothing in this section shall be construed to create the basis for a claim or suit where none would otherwise exist.

PART B. CROSS-WAIVER OF LIABILITY FOR NASA EXPENDABLE LAUNCH VEHICLE (ELV) LAUNCHES

- (a) As prescribed by regulation (14 C.F.R. Part 1266), NASA agreements involving ELV launches are required to contain broad cross-waivers of liability among the parties and the parties related entities to encourage participation in space exploration, use, and investment. The purpose of this provision is to extend this cross-waiver requirement to Subcontractors and First-tier Subcontractors as related entities of NASA. This cross-waiver of liability shall be broadly construed to achieve the objective of encouraging participation in space activities.
- (b) As used in this provision, the term:
- (1) "Subcontractors" and "First-tier Subcontractors" include suppliers of any kind.
 - (2) "Damage" means:
 - (A) Bodily injury to, or other impairment of health of, or death of, any person;
 - (B) Damage to, loss of, or loss of use of any property;
 - (C) Loss of revenue or profits; or
 - (D) Other direct, indirect, or consequential damage;
 - (3) "Party" means a person or entity that signs an agreement involving an ELV launch;
 - (4) "Payload" means any property to be flown or used on or in the ELV; and
 - (5) "Protected Space Operations" means all ELV and payload activities on Earth, in outer space, or in transit between Earth and outer space performed in furtherance of an agreement involving an ELV launch or performed under the Subcontract. "Protected Space Operations" excludes activities on Earth which are conducted on return from space to develop further a payload's product or process except when such

development is for ELV-related activities necessary to implement an agreement involving an ELV launch or to perform the Subcontract. It includes, but is not limited to:

- (A) Research, design, development, test, manufacture, assembly, integration, operation, or use of ELVs, transfer vehicles, payloads, related support equipment, and facilities and services;
 - (B) All activities related to ground support, test, training, simulation, or guidance and control equipment and related facilities or services.
- (6) "Related entity" means:
- (A) A party's Subcontractors or First-tier Subcontractors at any tier;
 - (B) A party's users or customers at any tier; or
 - (C) A Subcontractor or First-tier Subcontractor of a party's user or customer at any tier.
- (c)
- (1) The Subcontractor agrees to a waiver of liability pursuant to which the Subcontractor waives all claims against any of the entities or persons listed in paragraphs (c)(1)(A) through (c)(1)(C) of this provision based on damage arising out of Protected Space Operations. This waiver shall apply only if the person, entity, or property causing the damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations. The waiver shall apply to any claims for damage, whatever the legal basis for such claims, including but not limited to a delict (a term used in civil law countries to denote a class of cases similar to tort) and tort (including negligence of every degree and kind) and Subcontract, against:
 - (A) Any party other than the Government;
 - (B) A related entity of any party other than the Government; and
 - (C) The employees of any of the entities identified in (c)(1)(A) and (B) above.
 - (2) The Subcontractor agrees to extend the waiver of liability as set forth in paragraph (c)(1) of this provision to First-tier Subcontractors at any tier by requiring them, by Subcontract or otherwise, to agree to waive all claims against the entities or persons identified in paragraphs (c)(1)(A) through (c)(1)(C) of this provision.
 - (3) For avoidance of doubt, this cross-waiver includes a cross-waiver of liability arising from the Convention on International Liability for Damage Caused by Space Objects (March 29, 1972, 24 United States Treaties and other International Agreements (U.S.T.) 2389, Treaties and Other International Acts Series (T.I.A.S.) No. 7762), in which the person, entity, or property causing the damage is involved in Protected Space Operations.
 - (4) Notwithstanding the other provisions of this provision, this waiver of liability shall not be applicable to:
 - (A) Claims between any party and its related entities or claims between any party's related entities (e.g., claims between the Government and the Subcontractor are included within this exception);
 - (B) Claims made by a natural person, his/her estate, survivors, or subrogees for injury or death of such natural person;
 - (C) Claims for damage caused by willful misconduct; and
 - (D) Intellectual property claims.
 - (5) Nothing in this section shall be construed to create the basis for a claim or suit where none would otherwise exist.
 - (6) This cross-waiver shall not be applicable when the Commercial Space Launch Act cross-waiver (49 U.S.C. App. 2615) is applicable.

PART C. CROSS-WAIVER OF LIABILITY FOR SPACE STATION ACTIVITIES

- (a) The Intergovernmental Agreement for Space Station Freedom contains a broad cross-waiver provision to encourage participation in the exploration and use of outer space through the Space Station. The purpose of this

provision is to extend this cross-waiver requirement to Subcontractors and First-tier Subcontractors as related entities of NASA. This cross-waiver of liability shall be broadly construed to achieve this objective of encouraging participation in space activities.

(b) As used in this provision, the term:

(1) "Damage" means:

- (A) Bodily injury to, or other impairment of health of, or death of, any person;
- (B) Damage to, loss of, or loss of use of any property;
- (C) Loss of revenue or profits; or
- (D) Other direct, indirect, or consequential damage.

(2) "Launch Vehicle" means an object (or any part thereof) intended for launch, launched from Earth, or returning to Earth that carries payloads or persons, or both.

(3) "Partner State" means each contracting party for which the "Agreement among the Government of the United States of America, Governments of Member States of the European Space Agency, Government of Japan, and the Government of Canada on Cooperation in the Detailed Design, Development, Operation, and Utilization of the Permanently Manned Civil Space Station" (the "Intergovernmental Agreement") has entered into force, in accordance with Article 25 of the Intergovernmental Agreement, and also includes any future signatories of the Intergovernmental Agreement. It includes the Cooperating Agency of a Partner State. The National Aeronautics and Space Administration (NASA) for the United States, the Canadian Space Agency (CSA) for the Government of Canada, the European Space Agency (ESA) and the Science and Technology Agency of Japan (STA) are the Cooperating Agencies responsible for implementing Space Station cooperation. A Partner State also includes any entity specified in the Memorandum of Understanding (MOU) between NASA and the Government of Japan to assist the Government of Japan Cooperating Agency in the implementation of that MOU.

(4) "Payload" means any property to be flown or used on or in a launch vehicle or the Space Station.

(5) "Protected Space Operations" means all launch vehicle activities, space station activities, and payload activities on Earth, in outer space, or in transit between Earth and outer space performed in furtherance of the Intergovernmental Agreement or performed under this Subcontract. "Protected Space Operations" also includes all activities related to evolution of the Space Station as provided for in Article 14 of the Intergovernmental Agreement. "Protected Space Operations" excludes activities on Earth which are conducted on return from the Space Station to develop further a payload's product or process except when such development is for Space Station-related activities in implementation of the Intergovernmental Agreement or in performance of this Subcontract. It includes, but is not limited to:

- (A) Research, design, development, test, manufacture, assembly, integration, operation, or use of launch or transfer vehicles, payloads, related support equipment, and facilities and services;
- (B) All activities related to ground support, test, training, simulation, or guidance and control equipment and related facilities or services.

(6) "Related entity" means:

- (A) A Partner State's Subcontractors or First-tier Subcontracts at any tier;
- (B) A Partner State's users or customers at any tier; or
- (C) A Subcontractor or First-tier Subcontractor of a Partner State's user or customer at any tier.

(7) "Subcontractors" and "First-tier Subcontractors" include suppliers of any kind.

(c)

(1) The Subcontractor agrees to a cross-waiver of liability pursuant to which the Subcontractor waives all claims against any of the entities or persons listed in paragraphs (c)(1)(A) through (c)(1)(C) of this provision based on damage arising out of Protected Space Operations. This waiver shall apply only if the person, entity, or property causing the damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations. The cross-waiver shall

apply to any claims for damage, whatever the legal basis for such claims, including but not limited to delict (a term used in civil law countries to denote a class of cases similar to tort) and tort (including negligence of every degree and kind) and Subcontract against:

- (A) Any Partner State other than the United States;
 - (B) A related entity of any Partner State other than the United States; and
 - (C) The employees of any of the entities identified in paragraphs (c)(1)(A) and (B) above.
- (2) The Subcontractor agrees to extend the waiver of liability as set forth in paragraph (c)(1) of this provision to First-tier Subcontractors at any tier by requiring them, by Subcontract or otherwise, to agree to waive all claims against the entities or persons identified in paragraphs (c)(1)(A) through (c)(1)(C) of this provision.
- (3) For avoidance of doubt, this cross-waiver includes a cross-waiver of liability arising from the Convention on International Liability for Damage Caused by Space Objects (March 29, 1972, 24 United States Treaties and Other International Agreements (U.S.T.) 2389, Treaties and other International Acts Series (T.I.A.S.) No. 7762), in which the person, entity, or property causing the damage is involved in Protected Space Operations.
- (4) Notwithstanding the other provisions of this provision, this cross-waiver of liability shall not be applicable to:
- (A) Claims between the United States and its related entities or claims between the related entities of any Partner State (e.g., claims between the Government and the Subcontractor are included within this exception);
 - (B) Claims made by a natural person, his/her estate, survivors, or subrogees for injury or death of such natural person;
 - (C) Claims for damage caused by willful misconduct; and
 - (D) Intellectual property claims.
- (5) Nothing in this section shall be construed to create the basis for a claim or suit where none would otherwise exist.

DATA REMOVAL FROM COMPUTERS

[CT, FP-NR&D, FP-R&D, CIS, LH/T&M, T&MC, FPC, CREI, A - E, RSA - 12/04] [NPG 2810]

The Subcontractor shall completely overwrite or degauss the media containing all data (which can include sensitive, Privacy Act, proprietary, and mission critical data) from hard drives and other computer storage devices and remove licensed software from Government-owned computers before such computers leave the control of the Subcontractor organization by transfer or disposal. JPL data shall also be removed from Subcontractor-owned computers when the computer leaves the control of the Subcontractor. The Subcontractor shall archive all data required to be retained, pursuant to the "Rights in Data - General" Article. Guidance on what constitutes mission-critical data and sensitive information (such as business and restricted technology information and scientific, engineering, and research information) is contained in NASA Procedure and Guidelines for Security of Information Technology (NPG) 2810, available on the worldwide web or from the JPL Subcontracts Manager. Proprietary data consists of trade secrets and other commercial or financial information confidential to the individual owner or organization. Proprietary data is normally labeled as such. Trade secrets or commercial or financial information that has been released to the public or is otherwise in the possession of persons other than the individual owner or organization is in the public domain and may no longer be entitled to proprietary protection.

The Subcontractor shall submit to JPL a written certification that media containing all JPL data has been overwritten or degaussed from computers when returned to JPL or disposed of.

DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS

[CT, FP-NR&D, FP-R&D, T&MC, LH/T&M, FPC, CREI, A - E - 09/04] [FAR 52.211-15 - 09/90]

Incorporate by reference FAR 52.211-15, Defense Priority and Allocation Requirements.

DEFINITIONS

[CREI - 09/04] [FAR 52.202-1 - 12/01]

As used throughout this Subcontract, the following terms shall have the meanings set forth below:

- (a) The term "Administrator" means the Administrator or Deputy Administrator of the National Aeronautics and Space Administration.
- (b) The term "commercial component" means any component that is a commercial item.
- (c) The term "commercial item" means (see related term "nondevelopmental item," below):
 - (1) Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes and that:
 - (A) Has been sold, leased, or licensed to the general public; or
 - (B) Has been offered for sale, lease, or license to the general public;
 - (2) Any item that evolved from an item described in paragraph (c)(1) of this Article through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a solicitation;
 - (3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (2) of this Article, but for:
 - (A) Modifications of a type customarily available in the commercial marketplace; or
 - (B) Minor modifications of a type not customarily available in the commercial marketplace made to meet JPL or Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;
 - (4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this Article that are of a type customarily combined and sold in combination to the general public;
 - (5) Installation services, maintenance services, repair services, training services, and other services if:
 - (A) Such services are procured for support of an item referred to in paragraph (c)1), (2), (3), or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and
 - (B) The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government;
 - (6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed; For purposes of these services:
 - (A) "Catalog price" means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or supplier, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and
 - (B) "Market prices" means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.
 - (7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Subcontractor; or
 - (8) A nondevelopmental item, if the procuring activity determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments (see definition below).
- (d) The term "component" means any item supplied as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11, see the definitions in 52.225-9(a) and 52.225-11(a).

- (e) The term "Subcontract amount" means the Subcontract price, the estimated cost and fee, if any, or the ceiling price of the Subcontract.
- (f) The term "Contracting Officer" means the Government Contracting Officer for the Prime Contract. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (g) The term "Subcontractor" means the selling party to this Subcontract/Order with the California Institute of Technology (the Institute)/JPL being the buying party. The "Subcontractor" is the first tier subcontractor under the NASA Prime Contract between NASA and the Institute/JPL.
- (h)
 - (1) The term "FAR" means the Federal Acquisition Regulation as in effect on the date of this Subcontract, unless otherwise indicated.
 - (2) When FAR or NFS is incorporated by reference within a GP, it is meant to be incorporated with appropriate changes in identification of the parties ("JPL" in addition to or instead of the Government, and "JPL Subcontracts Manager" in addition to or instead of the Contracting Officer, as the context dictates).
 - (3) Any reference to the Contract Disputes Act is meant to refer to the Disputes provision in this Subcontract if any.
- (i) The term "Government" means the Government of the United States of America, unless the context is otherwise.
- (j) The term "Government-furnished property (GFP)" includes JPL-furnished, Government-owned property.
- (k) The term "Institute" means the California Institute of Technology as a party to this Subcontract.
- (l) The term "JPL" means the Jet Propulsion Laboratory as the organizational element of the Institute having responsibility for administration of this Subcontract. The rights of JPL under this Subcontract are the rights of the California Institute of Technology as a party to this Subcontract.
- (m) The term "JPL Subcontracts Manager" means the individual authorized to issue and administer this Subcontract for JPL.
- (n) The term "NASA" means the National Aeronautics and Space Administration.
- (o) The term "NFS" means the NASA FAR Supplement as in effect on the date of this Subcontract, unless otherwise indicated.
- (p) The term "nondevelopmental item" means:
 - (1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;
 - (2) Any item described in paragraph (p)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring activity; or
 - (3) Any item of supply being produced that does not meet the requirements of paragraph (p)(1) or (2) solely because the item is not yet in use.
- (q) The term "person" means any individual, partnership, corporation, association, institution or other entity.
- (r) The term "Prime Subcontract" means the Subcontract between the Institute and NASA for the United States of America (herein called the Government).
- (s) The term "Schedule" means the statements in the order/Subcontract, including statement of work, description of items to be supplied, delivery dates, special provisions, options and any other statements excluding the General Provisions (the term "General Provisions" includes any "Additional General Provisions"), and any proposals, specifications or other documents or provisions which are made a part of this Subcontract by reference or otherwise.
- (t) The term "First-tier Subcontract," as used in this Subcontract, includes, but is not limited to, purchase orders under this Subcontract.

(u) The terms "United States" or "U.S." mean the United States of America.

DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE

[CREI – 10/04] [NFS 1852, 227-72-06197]

(a) For purposes of administration of the clause of this Subcontract entitled "New Technology" or "Patent Rights--Retention by the Subcontractor (Short Form)," whichever is included, the following named representatives are hereby designated to administer such clause:

Title	Office Code	Address (including zip code)
New Technology Representative	S/J 180-801	NASA Management Office at JPL 4800 Oak Grove Drive Pasadena, CA 91109
Patent Representative	S/J 180-802	NASA Management Office at JPL 4800 Oak Grove Drive Pasadena, CA 911099

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any First-tier Subcontract hereunder requiring a "New Technology" clause or "Patent Rights--Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

DISPUTES

[CREI – 04/00] [FAR 52.233-1 – 07/02]

(a) Any dispute arising under or relating to this Subcontract that is not settled by agreement of the parties or pursuant to paragraph (b) below may be settled by appropriate legal proceedings. Pending any binding or conclusive decision, appeal, or judgment referred to in this Article or the settlement of any such dispute, the Subcontractor shall proceed diligently with the performance of this Subcontract.

(b) Notwithstanding any provisions herein to the contrary:

(1) If a decision on any question of fact arising under the Prime Contract is made by the Contracting Officer and such question of fact is also related to this Subcontract, said decision, if binding upon the Institute under the Prime Contract, shall in turn be binding upon the Institute and the Subcontractor with respect to such question insofar as it relates to this Subcontract; provided, however, that if the Subcontractor is adversely affected by any such decision made by the Contracting Officer, and if the Institute elects not to appeal such decision pursuant to the "Disputes" clause of the Prime Contract, the Institute shall notify the Subcontractor within 10 days after receipt by the Institute of a copy of the decision. Notification of the Subcontractor shall be deemed to have been made upon deposit by the Institute of a notice in the mail properly addressed to the Subcontractor or upon actual delivery of the Notice to Subcontractor by the Institute. The Subcontractor shall thereupon have the right reserved to the Institute under the Prime Contract to prosecute an appeal, in the name of the Institute, to the Administrator within 30 days after receipt by the Institute of a copy of the Contracting Officer's decision. Any decision upon appeal either by the Institute or by the Subcontractor in the Institute's name, if binding upon the Institute under the Prime Contract, shall in turn be binding upon the Subcontractor and the Institute with respect to such question of fact insofar as it relates to this Subcontract. The Institute is not required under the provisions of this Article to certify or submit, or permit the Subcontractor to do so in the Institute's name, such claims to the Government as the Institute does not

believe the Government is liable for under the provisions of the Prime Contract and the Contract Disputes Act of 1978.

- (2) If a decision is made by any representative of the Government on any question of fact and/or law arising under the Prime Contract which is also related to this Subcontract, from which an appeal under the "Disputes" clause in the Prime Contract is not available, said decision, if binding upon the Institute under the Prime Contract, shall in turn be binding upon the Subcontractor and the Institute with respect to such question insofar as it relates to this Subcontract; provided, however, that if the Subcontractor is adversely affected by any such decision, or if the Subcontractor is adversely affected by any decision upon an appeal referred to in paragraph (1) above, and if the Institute elects not to bring suit against the Government with respect to such decision, the Institute shall notify the Subcontractor with reasonable promptness. The Subcontractor shall thereupon have any right that the Institute would have to prosecute a suit against the Government in the Institute's name. Failure to exercise such right shall preclude the Subcontractor from objecting to the adverse conclusion or result under this Subcontract. A final judgment in any such suit shall be conclusive upon the Subcontractor and the Institute under this Subcontract. The Institute is not required under the provisions of this Article to certify or submit, or permit the Subcontractor to do so in the Institute's name, such claims to the Government as the Institute does not believe the Government is liable for under the provisions of the Prime Contract and the Contract Disputes Act of 1978.
- (3) All costs and expenses of any such appeal or suit prosecuted by the Subcontractor shall be paid by the Subcontractor, without prejudice to any right the Subcontractor may otherwise have to recovery or allowance thereof.
- (4) If as a result of any decision or judgment which is binding upon the Subcontractor and the Institute, as provided above, the Institute is unable to obtain reimbursement from the Government under the Prime Subcontract for, or is required to refund or credit to the Government, any amount with respect to any item of cost for which the Institute has reimbursed the Subcontractor, the Subcontractor shall, on demand, promptly repay such amount to the Institute. Additionally, pending the final conclusion of any appeal and/or suit hereunder, the Institute may demand, and upon such demand the Subcontractor shall pay over to the Institute, any amount which the Government has disallowed or suspended under the Prime Contract and which arises out of this Subcontract.

DRUG-FREE WORKPLACE REQUIREMENTS

[CT, FP-NR&D, FP-R&D, CIS, T&MC, LH/T&M, FPC, CREI, A - E - 09/04] [FAR 52.223-6 - 05/01]

The Subcontractor agrees to inform all Subcontractor personnel who work at JPL or are involved with any JPL activity on or off JPL premises that they are required to comply with the JPL "Drug Free Workplace Policy." The Subcontractor further agrees to inform all Subcontractor personnel, working at JPL or involved with any JPL activity on or off JPL premises that JPL's policy is to fully comply with the requirements of the Drug-Free Workplace Act and that Subcontractor personnel are required to comply with JPL's policy of maintaining a drug-free workplace.

ELECTRICAL EQUIPMENT ACQUISITION

[CT, FP-NR&D, FP-R&D, CIS, T&MC, LH/T&M, FPC, CREI - 09/04]

(This Article is applicable if the Subcontract involves acquisition of off-the-shelf electrical equipment for delivery to or use by JPL or its designees.)

The electrical equipment being provided by the Subcontractor under this Subcontract shall be listed by Underwriters Laboratory, Factory Mutual Insurance Association, Canadian Standards Association, or similar organization of recognized standing. In the event that the equipment does not carry an appropriate approval, the individual components making up the item must be listed. Proof of listing shall be provided with delivery of the equipment in the form of accompanying data or labels. Any item not conforming to these requirements may be returned to the Subcontractor at the Subcontractor's expense. The Subcontractor agrees to require First-tier Subcontractors, if any, which supply electrical equipment for delivery to or use by JPL or its designees to comply with this Article.

EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS

[CT, FP-NR&D, FP-R&D, T&MC, LH/T&M, FPC, CREI, A - E, RSA, CIS - 09/04] [FAR 52.222-35 - 12/01]

(This Article is applicable to this Subcontract (and any First-tier Subcontract) when the Article at 52.22-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans is applicable.)

~~Incorporate by reference FAR 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.~~

~~**ENVIRONMENTAL COMPLIANCE**~~

~~[CT, FP-NR&D, FP-R&D, T&MC, LH/T&M, FPC, CREI, A - E - 09/04] [FAR 52.223-11 - 05/01; 52.223-12 - 05/95]~~

~~(This Article is applicable to all Subcontracts to be performed at least partially within the United States, its possessions, and Puerto Rico.)~~

- ~~(a) Environmental Compliance. Environmental controls shall be in accordance with all applicable Federal, State and local regulatory requirements and in accordance with all applicable Executive Orders of the President. In addition the Subcontractor shall comply with the provisions set forth below.~~
- ~~(b) The Subcontractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C.7671g and 7671h) as each or both apply to this Subcontract.~~
- ~~(c)
 - ~~(1) Definition. "Ozone-depleting substance", as used in this clause, means any substance the Environmental Protection Agency (EPA) designates in 40 CFR Part 82 as: (i) Class I, including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (ii) Class II, including, but not limited to, hydrochlorofluorocarbons.~~
 - ~~(2) The Subcontractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:~~~~

~~WARNING~~

~~Contains (or manufactured with, if applicable) (*) _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.~~

~~(* The Subcontractor shall insert the name of the substance(s))~~

~~**EQUAL OPPORTUNITY**~~

~~[CT, FP-NR&D, FP-R&D, CIS, T&MC, LH/T&M, FPC, CREI, A - E, RSA - 09/04] [FAR 52.222-26 - 04/02]~~

~~(The following Article is applicable unless this Subcontract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor issued under Executive Order 11246, as amended; for example, work performed outside the United States by employees recruited outside who were not recruited within the United States is exempt from the requirements of this Article. If, during any 12-month period [including the 12 months preceding the award of this Subcontract], the Subcontractor has been or is awarded nonexempt Federal Subcontracts and/or First-tier Subcontracts that have an aggregate value in excess of \$10,000, the Subcontractor shall comply with FAR 52.222-26 during performance of this Subcontract. Upon request, the Subcontractor shall provide information necessary to determine the applicability of this Article.)~~

~~Incorporate by reference FAR 52.222-26, Equal Opportunity (E.O. 11246).~~

~~**EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETRANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS**~~

~~[CT, FP-NR&D, FP-R&D, CIS, T&MC, LH/T&M, FPC, CREI, A - E, RSA - 09/04] [FAR 52.222-35 - 12/01]~~

~~(This Article applies to Subcontracts of \$25,000 or more, unless the work is performed outside the United States by employees recruited outside the United States.)~~

~~Incorporate by reference 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).~~

~~**EXISTING COMMERCIAL COMPUTER SOFTWARE - LICENSING**~~

~~[CT, FP-NR&D, FP-R&D, CIS, T&MC, LH/T&M, CREI - 09/04] [NFS 1852.227-86 - 12/87]~~

~~(This Article is applicable to the acquisition of any existing commercial computer software under this Subcontract.)~~

- ~~(a) Any delivered commercial computer software (including documentation thereof) developed at private expense and claimed as proprietary shall be subject to the restricted rights in paragraph (d) below. Where the Supplier/Subcontractor proposes its standard commercial software license, only those applicable portions thereof~~

which comply with the other provisions of this Subcontract, Federal laws, FAR and NFS, including the restricted rights in paragraph (d) below, are incorporated into and made a part of this Purchase Order/Subcontract.

- (b) Although the Supplier/Subcontractor might not propose its standard commercial software license until after this Purchase Order/Subcontract has been issued, or at or after the time the computer software is delivered, such license shall nevertheless be deemed incorporated into and made a part of this Purchase Order/Subcontract under the same terms and conditions as in paragraph (a) above. For purposes of receiving updates, correction notices, consultation, and similar activities on the computer software, any authorized user may acknowledge receipt of a registration form or card and return it directly to the Supplier/Subcontractor; however, such signing shall not add to or alter any of the terms and conditions of this Article or the Purchase Order/Subcontract into which this Article is incorporated.
- (c) The Supplier's/Subcontractor's acceptance is expressly limited to the terms and conditions of this Purchase Order/Subcontract. If the specified computer software is shipped or delivered to JPL or NASA, it shall be understood that the Supplier/Subcontractor has unconditionally accepted the terms and conditions set forth in this Article, and that the terms and conditions of this Purchase Order/Subcontract (including the incorporated license) constitute the entire agreement between the parties concerning rights in the computer software.
- (d) The following restricted rights shall apply:
 - (1) The commercial computer software may not be used, reproduced, or disclosed by the Institute or the Government except as provided below or otherwise expressly stated in the Purchase Order/Subcontract.
 - (2) The commercial computer software may be:
 - (A) Used, or copied for use, in or with any computer owned or leased by, or on behalf of, the Government, or the Institute in support and furtherance of its Government Subcontract obligations; provided, the software is not used, nor copied for use, in or with more than one computer simultaneously, unless otherwise permitted by the license incorporated under paragraphs (a) or (b) above;
 - (B) Reproduced for safekeeping (archives) or backup purposes;
 - (C) Modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating restricted computer software shall be subject to the same restricted rights; and
 - (D) Disclosed and reproduced for use by Government or Institute Subcontractors or their First-tier Subcontractors in accordance with the restricted rights in subdivisions (A), (B), and (C) above; provided they have the Government's or the Institute's permission to use the computer software and have also agreed to protect the computer software from unauthorized use and disclosure.
 - (3) If the incorporated Supplier's/Subcontractor's software license contains provisions or rights that are less restrictive than the restricted rights in subparagraph (d)(2) above, then the less restrictive provisions or rights shall prevail.
 - (4) If the computer software is published, copyrighted computer software, it is licensed to the Government, and in support and furtherance of its Government Subcontract obligations, the Institute, without disclosure prohibitions, with the rights in subparagraphs (d)(2) and (3) above. Any copyright license required in order to perform work under this First-tier Subcontract is freely transferable to any successor-in-interest of the Subcontractor, a successor Subcontractor to operate JPL, or the Government
 - (5) The computer software may be marked with any appropriate proprietary notice that is consistent with the rights in subparagraphs (d)(2), (3), and (4) above.
- (e) The Subcontractor warrants that it has the right to sell, license, or transfer the license for the software furnished to the customer under this Subcontract in accordance with the terms of this Subcontract.

EXPORT LICENSES

[CT, FP-NR&D, FP-R&D, CIS, T&MC, LH/T&M, FPC, CREI – 09/04] [NFS 1852.225-70 – 02/00 (ALT 1 – 02/00)]

- (a) The Subcontractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this Subcontract. In the absence of available license exemptions/exceptions, the Subcontractor shall be responsible for obtaining the appropriate licenses or

other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

- (b) The Subcontractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this Subcontract, including instances where the work is to be performed on-site at JPL, where the foreign person will have access to export-controlled technical data or software.
- (c) The Subcontractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.
- (d) The Subcontractor shall be responsible for ensuring that the provisions of this clause apply to its First-tier Subcontractors.
- (e) The Subcontractor may request, in writing, that the Subcontracting Officer authorize it to export ITAR-controlled technical data (including software) pursuant to the exemption at 22 CFR 125.4(b)(3). The Contracting Officer or designated representative may authorize or direct the use of the exemption where the data does not disclose details of the design, development, production, or manufacture of any defense article.

FACSIMILE COPIES ACCEPTABLE

[CT, FP-NR&D, FP-R&D, CIS, T&MC, LH/T&M, FPC, CREI, A - E, RSA - 09/04]

The parties agree that facsimile (fax) copies of Subcontract documents are just as binding as originally executed documents.

FINAL REPORT

[CT, FP-NR&D, FP-R&D, LH/T&M, CREI, RSA - 09/04] [NPG 2200.2A]

(This Article applies to Subcontracts requiring final, formal, published reports prepared for NASA funded or sponsored science technology, research and development, and space flight projects).

The Subcontractor's final published report shall (1) indicate that the work is funded by NASA, (2) be formatted in accordance with NPG 2200.2A, (3) be correctly marked to ensure appropriate dissemination, and (4) be forwarded to JPL.

FIRST-TIER SUBCONTRACTS

[CT, CREI - 09/04] [FAR 52.244-2 - 08/98]

- (a) JPL reserves the right to require submission of any First-tier Subcontract or purchase order, and related documentation, for advance consent; in such cases, JPL may, in its discretion, ratify in writing any First-tier Subcontract, and such ratification shall constitute consent.
- (b) The Subcontractor agrees that no First-tier Subcontract (including lower-tier First-tier Subcontracts) placed under this Subcontract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type First-tier Subcontracts shall not exceed the fee limitations in Part 15.404 of FAR and any corresponding implementing or supplementing provisions in the NFS, unless approved by JPL.
- (c) The Subcontractor shall give JPL immediate notice in writing of any action or suit filed and prompt notice of any claim made against the Subcontractor by any First-tier Subcontractor or supplier which, in the opinion of the Subcontractor, may result in litigation related in any way to this Subcontract with respect to which the Subcontractor may be entitled to reimbursement from JPL.
- (d) JPL may, in its discretion, specifically approve in writing any of the provisions of a purchase order or First-tier Subcontract. However, such approval or the consent of JPL obtained as required by this Article shall not be construed to constitute a determination (i) of the acceptability of any First-tier Subcontract terms and conditions; (ii) of the allowability of any cost under this Subcontract; or (iii) to relieve the Subcontractor of any responsibility for performing this Subcontract.

FIRST-TIER SUBCONTRACTS FOR COMMERCIAL ITEMS

[CT, FP-NR&D, FP-R&D, T&MC, LH/T&M, FPC, CREI, A - E - 09/04] [FAR 52.244-6 - 05/02]

- (a) Definition.

- (1) "Commercial item," as used in this Article, has the meaning contained in the "Definitions" Article and in FAR 52.202-1, "Definitions."
 - (2) "First-tier Subcontract," as used in this Article, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Subcontractor or First-tier Subcontractor at any tier.
- (b) To the maximum extent practicable, the Subcontractor shall incorporate, and require its First-tier Subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this Subcontract.
- (c)
- (1) The Subcontractor shall insert the following clauses in First-tier Subcontracts for commercial items:
 - (i) 52.219-8, Utilization of Small Business Concerns (Oct 200) (15 U.S.C. 637(d)(2)(3)), in all First-tier Subcontracts that offer further First-tier Subcontracting opportunities. If the First-tier Subcontract (except First-tier Subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the First-tier Subcontractor must include 52.219-8 in lower tier subcontracts that offer First-tier Subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
 - (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
 - (2) While not required, the Subcontractor may flow down to First-tier Subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Subcontractor shall include the terms of this Article, including this paragraph (d), in First-tier Subcontracts awarded under this Subcontract.

GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM

[CT, FP-NR&D, FP-R&D, T&MC, LH/T&M, CREI - 09/04] [NFS 1852.244-70 - 04/85]

(This Article is applicable to Subcontracts and First-tier Subcontracts of \$100,000 or more. Work performed outside the United States is exempt from the requirements of this Article.)

Incorporate by reference NFS 1852.244-70, Geographic Participation in the Aerospace Program.

GOVERNMENT PROPERTY

[CREI - 09/04] [FAR 52.245-5, Alt. I - 06/03]

(a) Government-Furnished Property (hereafter "GFP").

- (1) The term "Subcontractor's managerial personnel," as used in paragraph (g) of this Article, means any of the Subcontractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of:
 - (A) All or substantially all of the Subcontractor's business;
 - (B) All or substantially all of the Subcontractor's operation at any one plant, or separate location at which the Subcontract is being performed; or
 - (C) A separate and complete major industrial operation connected with performing this Subcontract.
- (2) JPL shall deliver to the Subcontractor, for use in connection with and under the terms of this Subcontract, the property, if any, which JPL has committed to provide in the Schedule or specifications, together with such related data and information as the Subcontractor may request and as may be reasonably required for the intended use of the property.

- (3) The delivery or performance dates for this Subcontract are based upon the expectation that GFP suitable for use will be delivered to the Subcontractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Subcontractor to meet the Subcontract's delivery or performance dates.
 - (4) If GFP is received by the Subcontractor in a condition not suitable for the intended use, the Subcontractor shall, upon receipt, notify JPL, detailing the facts, and, as directed by JPL and at JPL expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Subcontractor, JPL shall make an equitable adjustment as provided in paragraph (h) of this Article.
 - (5) If GFP is not delivered to the Subcontractor by the required time or times, JPL shall, upon the Subcontractor's timely written request, make a determination of the delay, if any, caused the Subcontractor and shall make an equitable adjustment in accordance with paragraph (h) of this Article.
- (b) Changes in GFP.
- (1) JPL may, by written notice, (i) decrease the GFP provided or to be provided under this Subcontract or (ii) substitute other GFP for the property to be provided by JPL or to be acquired by the Subcontractor for JPL under this Subcontract. The Subcontractor shall promptly take such action as JPL may direct regarding the removal, shipment, or disposal of the property covered by this notice.
 - (2) Upon the Subcontractor's written request, JPL shall make an equitable adjustment to the Subcontract in accordance with paragraph (h) of this Article, if JPL has agreed in the Schedule to make such property available for performing this Subcontract and there is any:
 - (A) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or
 - (B) Withdrawal of authority to use property, if provided under any other Subcontract or lease.
- (c) Title.
- (1) The Government shall retain title to all GFP.
 - (2) All GFP and all property acquired by the Subcontractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this Article. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.
 - (3) Title to all property purchased by the Subcontractor for which the Subcontractor is entitled to be reimbursed as a direct item of cost under this Subcontract and that, under the provisions of this Subcontract is to vest in the Government, shall pass to and vest in the Government upon the supplier's delivery of such property. Title to all other property, the cost of which is to be reimbursed to the Subcontractor under this Subcontract and that under the provisions of this Subcontract is to vest in the Government, shall pass to and vest in the Government upon:
 - (A) Issuance of the property for use in Subcontract performance;
 - (B) Commencement of processing of the property or its use in Subcontract performance; or
 - (C) Reimbursement of the cost of the property by the Institute, whichever occurs first.
 - (4) Title to equipment (and other tangible personal property) specifically approved by JPL in writing to be purchased with funds available for research and having an acquisition cost of \$5,000 or less shall vest in the Subcontractor, upon acquisition, provided JPL concurs in writing by issuance of the form specified below. Title to equipment purchased with funds available for research and having an acquisition cost in excess of \$5,000 shall vest with the Government, unless JPL (with NASA approval) indicates otherwise in writing by issuance of the form indicated below. If title to equipment vests in the Subcontractor under this subparagraph (c)(4), the Subcontractor agrees that no charge will be made to the Institute for any depreciation, amortization, or use under any existing or future JPL or Government Subcontract or First-tier Subcontract there under. In any case in which the equipment is a computer workstation consisting of a monitor and central processing unit, and for similar "systems" of equipment, "title" and the "acquisition cost" as used in this subparagraph shall be deemed to refer to the title and acquisition cost of the "system." The

status of title to property and the required concurrences and approvals will be tracked using the form (JPL 2710) attached, which will be issued to the Subcontractor by the JPL Subcontracts Manager.

- (5) Vesting title under this paragraph (c) is subject to civil rights legislation, 42 U.S.C. 2000d. Before title is vested and by signing this Subcontract, the Subcontractor accepts and agrees to the following: "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contemplated financial assistance (title to equipment)."
- (d) Use of Government Property. The Government property shall be used only for performing this Subcontract, unless otherwise provided in this Subcontract or approved by JPL.
- (e) Property Administration.
 - (1) The Subcontractor shall be responsible and accountable for all Government property provided under this Subcontract and shall comply with the applicable provisions of FAR 45.5, and any corresponding implementing or supplementing provisions in the NFS, as modified by the JPL document "Management of Government Property in the Possession of Subcontractors" (JPL 0968), a copy of which is attached to and made a part of this Subcontract.
 - (2) The Subcontractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR 45.5 and any corresponding implementing or supplementing provisions in the NFS, as modified by JPL 0968.
 - (3) If damage occurs to Government property, the risk of which has been assumed by JPL under this Subcontract, JPL shall replace the items or the Subcontractor shall make such repairs as JPL directs. However, if the Subcontractor cannot effect such repairs within the time required, the Subcontractor shall dispose of the property as directed by JPL. When any property for which JPL is responsible is replaced or repaired, JPL shall make an equitable adjustment in accordance with paragraph (h) of this Article.
- (f) Access. JPL or the Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.
- (g) Limited Risk of Loss.
 - (1) The Subcontractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this Subcontract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.
 - (2) The Subcontractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this Subcontract (including expenses incidental to such loss, destruction, or damage):
 - (A) That results from a risk expressly required to be insured under this Subcontract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;
 - (B) That results from a risk that is in fact covered by insurance or for which the Subcontractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;
 - (C) For which the Subcontractor is otherwise responsible under the express terms of this Subcontract;
 - (D) That results from willful misconduct or lack of good faith on the part of the Subcontractor's managerial personnel; or
 - (E) That results from a failure on the part of the Subcontractor, due to willful misconduct or lack of good faith on the part of the Subcontractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this Article.
 - (3)
 - (A) If the Subcontractor fails to act as provided by subparagraph (g)(2)(E) above, after being notified (by certified mail addressed to one of the Subcontractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively

- presumed that such failure was due to willful misconduct or lack of good faith on the part of the Subcontractor's managerial personnel.
- (B) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Subcontractor can establish by clear and convincing evidence that such loss, destruction, or damage:
- (i) Did not result from the Subcontractor's failure to maintain an approved program or system; or
 - (ii) Occurred while an approved program or system was maintained by the Subcontractor.
- (4) If the Subcontractor transfers Government property to the possession and control of a First-tier Subcontractor, the transfer shall not affect the liability of the Subcontractor for loss or destruction of, or damage to, the property as set forth above. However, the Subcontractor shall require the First-tier Subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the First-tier Subcontractor's possession or control, except to the extent that the First-tier Subcontractor, with the advance approval of JPL, relieves the First-tier Subcontractor from such liability. In the absence of such approval, the First-tier Subcontractor shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the Subcontract.
- (5) Upon loss or destruction of, or damage to, Government property provided under this Subcontract, the Subcontractor shall so notify JPL and shall communicate with the loss and salvage organization, if any, designated by JPL. With the assistance of any such organization, the Subcontractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to JPL a statement of:
- (A) The lost, destroyed, or damaged Government property;
 - (B) The time and origin of the loss, destruction, or damage;
 - (C) All known interests in commingled property of which the Government property is a part; and
 - (D) The insurance, if any, covering any part of or interest in such commingled property.
- (6) The Subcontractor shall repair, renovate, and take such other action with respect to damaged Government property as JPL directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Subcontractor's) that separation is impractical, the Subcontractor may, with the approval of and subject to any conditions imposed by JPL, sell such property for the account of this Subcontract. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Subcontractor shall be entitled to an equitable adjustment in the Subcontract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this Article. However, the Government may directly reimburse the loss and salvage organization for any of their charges. JPL shall give due regard to the Subcontractor's liability under this paragraph (g) when making any such equitable adjustment.
- (7) The Subcontractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Institute may have expressly required the Subcontractor to carry such insurance under another provision of this Subcontract.
- (8) In the event the Subcontractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Subcontractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Institute or the Government, as directed by JPL.
- (9) The Subcontractor shall do nothing to prejudice the Institute's or the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of JPL, the Subcontractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a First-tier Subcontractor has not been relieved from

liability for any loss or destruction of, or damage to, Government property, the Subcontractor shall enforce for the benefit of the Government the liability of the First-tier Subcontractor for such loss, destruction, or damage.

- (h) Equitable Adjustment. When this Article specifies an equitable adjustment, it shall be made to any affected Subcontract provision in accordance with the procedures of the "Changes" Article. When appropriate, JPL may initiate an equitable adjustment in favor of JPL. The right to an equitable adjustment shall be the Subcontractor's exclusive remedy. JPL shall not be liable to suit for breach of Subcontract for:
- (1) Any delay in delivery of GFP;
 - (2) Delivery of GFP in a condition not suitable for its intended use;
 - (3) A decrease in or substitution of GFP; or
 - (4) Failure to repair or replace Government property for which JPL is responsible.
- (i) Final Accounting and Disposition of Government Property. Upon completing this Subcontract, or at such earlier dates as may be fixed by JPL, the Subcontractor shall submit, in a form acceptable to JPL, inventory schedules covering all items of Government property not consumed in performing this Subcontract or delivered to JPL. The Subcontractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by JPL. The net proceeds of any such disposal shall be credited to the cost of the work covered by this Subcontract or paid in such manner as directed by JPL. The foregoing provisions shall apply to scrap from Government property; provided, however, that JPL may authorize or direct the Subcontractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Subcontractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Subcontractor's established accounting procedures.
- (j) Abandonment and Restoration of Subcontractor Premises. Unless otherwise provided herein, the Government through JPL:
- (1) May abandon any Government property in place, at which time all obligations of the Government and of the Institute regarding such abandoned property shall cease; and
 - (2) Has no obligation to restore or rehabilitate the Subcontractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or Subcontract completion). However, if the GFP (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this Article may properly include restoration or rehabilitation costs.
- (k) Communications. All communications under this Article shall be in writing.
- (l) Overseas Subcontracts. If this Subcontract is to be performed outside the United States and its outlying areas, the words "Government" and "Government-furnished" (when they appear in this Article) shall be construed as "United States Government" and "United States Government-furnished," respectively.

HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

[CT, FP-NR&D, FP-R&D, CIS, T&MC, LH/T&M, FPC, CREI -- 09/04] [FAR 52.223-3 -- 01/97, Alt. 1 -- 07/95]

(This Article applies if any materials are to be supplied which are defined as hazardous under the latest version of Federal Standard No. 313 [including revisions adopted during the term of the Subcontract].)

Incorporate FAR 52.223-3 [Jan 97, Alt. 1, Jul 95] with JPL Subcontracts Manager in lieu of Contracting Officer and adding JPL with the Government in all respects including safety and rights to data.)

INJURY AND ILLNESS PREVENTION PROGRAM

[CT, FP-NR&D, FP-R&D, T&MC, LH/T&M, FPC, CREI, A - E - 09/04]

All Subcontractors whose personnel work at a site in California must establish and implement an effective injury and illness prevention program in compliance with California law.

INSPECTION OF RESEARCH AND DEVELOPMENT

[CREI] [FAR 52.246-0 - 04/84]

JPL and the Government have the right to inspect and evaluate the work performed or being performed under the Subcontract, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If JPL or the Government performs inspection or evaluation on the premises of the Subcontractor or a First-tier Subcontractor, the Subcontractor shall furnish and shall require First-tier Subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

INSURANCE - LIABILITY TO THIRD PERSONS

[CREI - 4/9909/04 09/04] [FAR 52.228-7 - 03/96]

(a) Except as provided in subparagraph (1) immediately following, or in paragraph (h) of this Article if applicable, the Subcontractor shall procure and thereafter maintain the following insurance with respect to performance under this Subcontract:

- (1) Workers' Compensation and Employer's Liability Insurance, as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the Employer's Liability section of the insurance policy, except when Subcontract operations are so commingled with the Subcontractor's commercial operations that it would not be practical. The Employer's Liability coverage shall be at least \$100,000, except in states with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers. However, the Subcontractor in fulfillment of its obligation to provide Workers' Compensation Insurance may maintain a self-insurance program if the Subcontractor is qualified pursuant to statutory authority to do so.
- (2) Comprehensive Liability Insurance, including automobiles (owned, non-owned and leased), completed operations, products, and contractual Liability Insurance specifically covering all liability assumed under this Subcontract. Such insurance shall be written for a combined single limit of not less than \$1,000,000 for all deaths, injuries, and property damage arising from one accident or occurrence.
- (3) Such other insurance as JPL may from time to time require.

The Subcontractor agrees to furnish certificates of insurance to JPL for the coverage required hereunder, should JPL so request.

- (b) The Subcontractor agrees to submit for approval of JPL, to the extent and in the manner required by JPL, any other insurance that is maintained by the Subcontractor in connection with the performance of this Subcontract and for which the Subcontractor seeks reimbursement.
- (c) Except as provided in paragraph (h) of this Article if applicable, the Subcontractor shall be reimbursed:
 - (1) For that portion (i) of the reasonable cost of insurance allocable to this Subcontract and (ii) required or approved under this Article; and
 - (2) For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise. These liabilities must arise out of the performance of this Subcontract, whether or not caused by the negligence of the Subcontractor or of the Subcontractor's agents, servants, or employees, and must be represented by final judgments or settlements approved in writing by the Institute. These liabilities are for (i) loss of or damage to property (other than property owned, occupied, or used by the Subcontractor, rented to the Subcontractor, or in the care, custody, or control of the Subcontractor); or (ii) death or bodily injury.
- (d) The Institute's liability under paragraph (c)(2) of this Article is subject to the availability of funds under the Prime Subcontract at the time a contingency occurs.
- (e) The Subcontractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities):

- (1) For which the Subcontractor is otherwise responsible under the express terms of any Article or Articles specified in the Schedule or elsewhere of the Subcontract;
- (2) For which the Subcontractor has failed to insure or to maintain insurance as required; or
- (3) That result from willful misconduct or lack of good faith on the part of any of the Subcontractor's directors, officers, managers, superintendents, or other representatives who have supervision or direction of:
 - (A) All or substantially all of the Subcontractor's business;
 - (B) All or substantially all of the Subcontractor's operations at any one plant or separate location in which this Subcontract is being performed; or
 - (C) A separate and complete major operation in connection with the performance of this Subcontract.
- (f) The provisions of paragraph (e) of this Article shall not restrict the right of the Subcontractor to be reimbursed for the cost of insurance maintained by the Subcontractor in connection with the performance of this Subcontract, other than insurance required in accordance with this Article; provided, that such cost is allowable under the "Allowable Cost and Payment" Article of this Subcontract.
- (g) If any suit or action is filed or any claim is made against the Subcontractor, the cost and expense of which may be reimbursable to the Subcontractor under this Subcontract, and the risk of which is then uninsured or is insured for less than the amount claimed, the Subcontractor shall:
 - (1) Immediately notify JPL and promptly furnish copies of all pertinent papers received;
 - (2) Authorize Institute or Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and
 - (3) Authorize Institute or Government representatives to settle or defend the claim and to represent the Subcontractor in or to take charge of any litigation, if required by the Institute, when the liability is not insured or covered by bond. The Subcontractor may, at its own expense, be associated with the Institute or the Government representatives in any such claim or litigation.
- (h) If the Subcontractor is partially immune from tort liability as a State Agency or as a charitable institution and notwithstanding paragraphs (a) and (e) of this Article:
 - (1) The Institute does not assume any liability to third persons, nor will the Institute reimburse the Subcontractor for its liability to third persons, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this Subcontract or any First-tier Subcontract under this Subcontract.
 - (2) The Subcontractor need not provide or maintain insurance coverage as required by paragraph (a) of this Article; provided, that the Subcontractor may obtain any insurance coverage deemed necessary, subject to approval by JPL as to form, amount, and duration. The Subcontractor shall be reimbursed for the cost of such insurance and, to the extent provided in paragraphs (c) and (d) of this Article, for liabilities to third persons for which the Subcontractor has obtained insurance coverage as provided in this subparagraph (h)(2), but for which such coverage is insufficient in amount.

~~INTEGRITY OF UNIT PRICES~~

~~[CT, FP-NR&D, FP-R&D, T&MC, LH/T&M, CREI – 09/04] [FAR 52.215-14 – 10/97]~~

~~(This Article is applicable if the initial Subcontract price exceeds \$100,000, unless the Subcontract is for services where supplies are not required, construction or architect-engineer services, utility services, commercial items, or petroleum products.)~~

- ~~(a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within Subcontracts on a basis that ensures that unit prices are in proportion to the items' base cost (e.g., manufacturing or acquisition costs). Any method of distributing costs to line items that distorts unit prices shall not be used. For example, distributing costs equally among line items is not acceptable except when there is little or no variation in base cost. Nothing in this paragraph requires submission of cost or pricing data not otherwise required by law or regulation.~~

~~(b) The Subcontractor shall insert the substance of this Article in all First-tier Subcontracts meeting the applicability prescription above.~~

LIMITATION OF COST

[CREI – 09/04] [FAR 52.232-20 – 04/84]

- (a) The parties estimate that the total cost for performance of this Subcontract will not cost the Institute more than (i) the estimated cost specified in the Schedule, or, (ii) if this is a cost-sharing Subcontract, the Institute's share of the estimated cost specified in the Schedule. The Subcontractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this Subcontract within the estimated cost, which, if this is a cost-sharing Subcontract, includes both the Institute's and the Subcontractor's share of the cost.
- (b) The Subcontractor shall notify JPL in writing whenever it has reason to believe that:
 - (1) The costs the Subcontractor expects to incur under this Subcontract in the next 60 days, when added to all costs previously incurred, will exceed 75% of the estimated cost specified in the Schedule; or
 - (2) The total cost for the performance of this Subcontract will be either greater or substantially less than had been previously estimated.
- (c) As part of the notification, the Subcontractor shall provide JPL a revised estimate of the total cost of performing this Subcontract.
- (d) Except as required by other provisions of this Subcontract, specifically citing and stated to be an exception to this Article:
 - (1) The Institute is not obligated to reimburse the Subcontractor for costs incurred in excess of (i) the estimated cost specified in the Schedule or, (ii) if this is a cost-sharing Subcontract, the estimated cost to the Institute specified in the Schedule; and
 - (2) The Subcontractor is not obligated to continue performance under this Subcontract (including actions under the "Termination for Convenience" Article of this Subcontract) or otherwise incur costs in excess of the estimated cost specified in the Schedule, until JPL (i) notifies the Subcontractor in writing that the estimated cost has been increased and (ii) provides a revised estimated total cost of performing this Subcontract. If this is a cost-sharing Subcontract, the increase shall be allocated in accordance with the formula specified in the Schedule.
- (e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) above, or from any person other than a duly authorized representative of JPL shall affect the estimated cost of this Subcontract. In the absence of the specified notice, the Institute is not obligated to reimburse the Subcontractor for any costs in excess of the estimated cost, or if this is a cost-sharing Subcontract, for any costs in excess of the estimated cost to the Institute specified in the Schedule, whether those excess costs were incurred during the course of the Subcontract or as a result of termination.
- (f) If the estimated cost specified in the Schedule is increased, any costs the Subcontractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless JPL issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- (g) Directions, orders, notices, requests and the like issued by JPL pursuant to the "Changes" Article or any other provision of this Subcontract shall not be considered an authorization to exceed the estimated cost specified in the Schedule, in the absence of a statement in a Unilateral Modification or other Subcontract Modification increasing the estimated cost.

LIMITATION OF FUNDS

[CREI – 09/04] [FAR 52.232-22 – 04/84]

(This Article shall be applicable and the Article of this Subcontract entitled "Limitation of Cost" inapplicable until such time as an amount equal to the total estimated cost and fee, if any, set forth in the Schedule is allotted to this Subcontract and thereafter the Article of this Subcontract entitled "Limitation of Cost" shall be applicable and this Article inapplicable, unless and until the amount allotted to this Subcontract once again becomes less than the total estimated cost and fee, if any, set forth in the Schedule.)

- (a) The parties estimate that performance of this Subcontract will not cost the Institute more than (i) the estimated cost specified in the Schedule or, (ii) if this is a cost-sharing Subcontract, the Institute's share of the estimated cost specified in the Schedule. The Subcontractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this Subcontract within the estimated cost, which, if this is a cost-sharing Subcontract, includes both the Institute's and the Subcontractor's share of the cost.
- (b) The Schedule specifies the amount presently available for payment by the Institute and allotted to this Subcontract, or the Institute's share of the cost if this is a cost-sharing Subcontract. The parties contemplate that the Institute will allot additional funds incrementally to the Subcontract up to the full estimated cost to the Institute specified in the Schedule. The Subcontractor agrees to perform, or have performed, work on the Subcontract up to the point at which the total amount paid and payable by the Institute under the Subcontract approximates but does not exceed the total amount actually allotted by the Institute to the Subcontract.
- (c) The Subcontractor shall notify JPL in writing whenever it has reason to believe that the costs which it expects to incur in the performance of this Subcontract in the next succeeding 60 days, when added to (i) all costs previously incurred; (ii) the amount of termination costs that would be payable by the Institute in the event of termination of this Subcontract for the convenience of the Institute; and (iii) any fee paid or payable up through such period; will (i) exceed the total amount so far allotted to the Subcontract by the Institute, or (ii) if this is a cost-sharing Subcontract, the amount then allotted to the Subcontract by the Institute plus the Subcontractor's corresponding share.
- (d) If, after notification, additional funds are not allotted in sufficient time to enable the Subcontractor to continue performance of this Subcontract in a timely manner, the Institute will, upon written request by the Subcontractor, terminate this Subcontract pursuant to the provisions of the "Termination for Convenience" Article.
- (e) Except as required by other provisions of this Subcontract, specifically citing and stated to be an exception to this Article:
 - (1) The Institute is not obligated to reimburse the Subcontractor for costs incurred in excess of the total amount allotted by the Institute to this Subcontract; and
 - (2) The Subcontractor is not obligated to continue performance under this Subcontract (including actions under the "Termination for Convenience" Article of this Subcontract) or otherwise incur costs in excess of (i) the amount then allotted to the Subcontract by the Institute or, (ii) if this is a cost-sharing Subcontract, the amount then allotted by the Institute to the Subcontract plus the Subcontractor's corresponding share, until JPL notifies the Subcontractor in writing that the amount allotted by the Institute has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Institute to this Subcontract.
- (f) The estimated cost shall be increased to the extent that (i) the amount allotted by the Institute or, (ii) if this is a cost-sharing Subcontract, the amount then allotted by the Institute to the Subcontract plus the Subcontractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing Subcontract, the increase shall be allocated in accordance with the formula specified in the Schedule.
- (g) No notice, communication, or representation in any form other than that specified in subparagraph (e)(2) above, or from any person other than a duly authorized representative of JPL, shall affect the amount allotted by the Institute to this Subcontract. In the absence of the specified notice, the Institute is not obligated to reimburse the Subcontractor for any costs in excess of the total amount allotted by the Institute to this Subcontract, whether incurred during the course of the Subcontract or as a result of termination.
- (h) When and to the extent that the amount allotted by the Institute to the Subcontract is increased, any costs the Subcontractor incurs before the increase that are in excess of (i) the amount previously allotted by the Institute, or (ii) if this is a cost-sharing Subcontract, the amount previously allotted by the Institute plus the Subcontractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless JPL issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.
- (i) Change orders shall not be considered an authorization to exceed the amount allotted by the Institute specified in the Schedule, unless they contain a statement increasing the amount allotted.

- (j) Nothing in this Article shall affect the right of JPL to terminate this Subcontract. If this Subcontract is terminated, JPL and the Subcontractor shall negotiate an equitable distribution of all property produced or purchased under the Subcontract, based upon the share of costs incurred by each.

LIMITATION OF LIABILITY

[CT, FP-NR&D, FP-R&D, T&MC, LH/T&M, CREI – 09/04] [FAR 52.246-23, 52.246-24, and 52.246-25 – 02/97]

This Article includes 3 Parts: Part 2, Limitation of Liability – High Value Items, applies to all items delivered under this Subcontract to JPL which have a unit cost exceeding \$100,000; Part 1, Limitation of Liability, applies to all other items delivered under this Subcontract. Part 3, Limitation of Liability – Services, applies if the Subcontract is over \$100,000 and requires the performance of services.

PART 1: LIMITATION OF LIABILITY

(Applies to all items delivered under this Subcontract other than High Value Items)

- (a) Except as provided in paragraphs (b) and (c) below, and except for remedies expressly provided elsewhere in this Subcontract, the Subcontractor shall not be liable for loss of or damage to property of the Government (excluding the supplies delivered under this Subcontract) that (i) occurs after acceptance of the supplies delivered under this Subcontract and (ii) results from any defects or deficiencies in the supplies.
- (b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the acceptance of, the supplies results from willful misconduct or lack of good faith on the part of any of the Subcontractor's managerial personnel. The term "Subcontractor's managerial personnel," as used in this Article, means the Subcontractor's directors, officers, and any of the Subcontractor's managers, superintendents, or equivalent representatives who have supervision or direction of:
- (1) All or substantially all of the Subcontractor's business;
 - (2) All or substantially all of the Subcontractor's operations at any one plant, laboratory, or separate location at which the Subcontract is being performed; or
 - (3) A separate and complete major industrial operation connected with the performance of this Subcontract.
- (c) If the Subcontractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Institute or the Government through purchase or use of the supplies required to be delivered under this Subcontract, the Subcontractor shall be liable to the Institute and the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Institute and the Government occurring after acceptance of, and resulting from any defects or deficiencies in, the supplies delivered under this Subcontract.
- (d) The Subcontractor shall include this Article, including this paragraph (d), supplemented as necessary to reflect the relationship of the Subcontracting parties, in all First-tier Subcontracts.

PART 2: LIMITATION OF LIABILITY – HIGH VALUE ITEMS

(Applies to all items delivered under this Subcontract to JPL which have a unit cost exceeding \$100,000)

- (a) Except as provided in paragraphs (b) through (e) below, and notwithstanding any other provision of this Subcontract, the Subcontractor shall not be liable for loss of or damage to property of the Institute or the Government (including the supplies delivered under this Subcontract) that:
- (1) Occurs after JPL acceptance of the supplies delivered under this Subcontract; and
 - (2) Results from any defects or deficiencies in the supplies.
- (b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or JPL's acceptance of, the supplies results from willful misconduct or lack of good faith on the part of any of the Subcontractor's managerial personnel. The term "Subcontractor's managerial personnel," as used in this Article, means the Subcontractor's directors, officers and any of the Subcontractor's managers, superintendents, or equivalent representatives who have supervision or direction of:
- (1) All or substantially all of the Subcontractor's business;

- (2) All or substantially all of the Subcontractor's operations at any one plant, laboratory, or separate location at which the Subcontract is being performed; or
 - (3) A separate and complete major industrial operation connected with the performance of this Subcontract.
- (c) If the Subcontractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Institute or the Government through purchase or use of the supplies required to be delivered under this Subcontract, the Subcontractor shall be liable to the Institute and the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after JPL acceptance of, and resulting from any defects or deficiencies in, the supplies delivered under this Subcontract.
- (d)
- (1) This Article does not diminish the Subcontractor's obligations, to the extent that they arise otherwise under this Subcontract, relating to correction, repair, replacement, or other relief for any defect or deficiency in supplies delivered under this Subcontract.
 - (2) Unless this is a cost-reimbursement Subcontract, if loss or damage occurs and correction, repair, or replacement is not feasible or desired by JPL, the Subcontractor shall, as determined by JPL:
 - (A) Pay the Institute the amount it would have cost the Subcontractor to make correction, repair, or replacement before the loss or damage occurred; or
 - (B) Provide other equitable relief.
- (e) This Article shall not limit or otherwise affect the Institute's or the Government's rights under Articles, if included in this Subcontract, that cover:
- (1) Warranty of technical data;
 - (2) Ground and flight risks or aircraft flight risks; or
 - (3) Government property.
- (f) In each First-tier Subcontract, except a First-tier Subcontract covered by paragraph (g) below, the Subcontractor shall insert the appropriate Article, supplemented as necessary to reflect the relationship of the Subcontracting parties, as follows:
- (1) In First-tier Subcontracts for high-value items only, after obtaining JPL's advance written approval, insert this Article, including this paragraph (f).
 - (2) In First-tier Subcontracts for other end items only, insert the clause at FAR subsection 52.246-23, Limitation of Liability.
- (g) In any First-tier Subcontract for both high-value items for which this Article is appropriate, and other end items for which the clause at FAR subsection 52.246-23, and any corresponding implementing or supplementing provisions in the NFS, is appropriate, after obtaining the JPL's advance written approval to use this Article, the Subcontractor shall:
- (1) Include both this Article and the FAR clause;
 - (2) Identify high-value items by line item; and
 - (3) Insert the following preamble before paragraph (a) of this Article as used in that First-tier Subcontract:
"(This Article shall apply only to those items identified in this Subcontract as being subject to this Article.)"

PART 3: LIMITATION OF LIABILITY – SERVICES

(Applies if the Subcontract is over \$100,000 and requires the performance of services)

- (a) (a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Subcontractor is expressly responsible under this Subcontract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Subcontractor shall not be liable for loss of or damage to property of the Institute or the Government that:
- (1) Occurs after Institute acceptance of services performed under this Subcontract; and

- (2) Results from any defects or deficiencies in the services performed or materials furnished.
- (b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Institute acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Subcontractor's managerial personnel. The term "Subcontractor's managerial personnel," as used in this provision, means the Subcontractor's directors, officers, and any of the Subcontractor's managers, superintendents, or equivalent representatives who have supervision or direction of:
- (1) All or substantially all of the Subcontractor's business;
 - (2) All or substantially all of the Subcontractor's operations at any one plant, laboratory, or separate location at which the Subcontract is being performed; or
 - (3) A separate and complete major industrial operation connected with the performance of this Subcontract.
- (c) If the Subcontractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Institute or the Government through the Subcontractor's performance of services or furnishing of materials under this Subcontract, the Subcontractor shall be liable to the Institute or the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Institute or the Government occurring after Institute acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this Subcontract.
- (d) The Subcontractor shall include this provision, including this paragraph (d), supplemented as necessary to reflect the relationship of the Subcontracting parties, in all First-tier Subcontracts over \$25,000.

~~**LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS**~~

~~[CT, FP-NR&D, FP-R&D, T&MC, LH/T&M, FPC, CREI, A – E, RSA – 09/04] [FAR 52.203-12 – 06/97]~~

~~(This Article applies if this Subcontract is expected to exceed \$100,000.)~~

~~Incorporate by reference FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions (June 1997).~~

LIMITATION ON WITHHOLDING OF PAYMENTS

[CT, LHT&M, T&MC, CREI – 09/04] [FAR 52.232-9 – 04/84]

If more than one Article of this Subcontract authorizes the temporary withholding of amounts otherwise payable to the Subcontractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one Article at that time; provided, that this limitation shall not apply to:

- (a) Withholdings pursuant to any Article relating to wages or hours of employees;
- (b) Withholdings not specifically provided for by this Subcontract; and
- (c) The recovery of overpayments.

MATERIAL REQUIREMENTS

[CT, FP-NR&D, FP-R&D, T&MC, LH/T&M, FPC, CREI – 09/04] [FAR 52.211-5 – 08/00]

- (a) Definitions (As used in this Article).
 - (1) New means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet Subcontract requirements, including but not limited to, performance, reliability, and life expectancy.
 - (2) Reconditioned means restored to the original normal operating condition by readjustments and material replacement.
 - (3) Recovered material means waste materials and by-products that have been recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
 - (4) Remanufactured means factory rebuilt to original specifications.
 - (5) Virgin material means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials.
- (b) Unless this Subcontract otherwise requires virgin material or supplies composed of or manufactured from virgin material, the Subcontractor shall provide supplies that are new, reconditioned, or remanufactured, as defined in this Article.
- (c) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.
- (d) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies and shall be submitted to JPL for approval.
- (e) Used, reconditioned, or remanufactured supplies, or unused former Government surplus property, may be used in Subcontract performance if the Subcontractor has proposed the use of such supplies, and JPL has authorized their use.

NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

[CT, FP-NR&D, FP-R&D, T&MC, LH/T&M, FPC, CREI, A – E, RSA – 09/04] [FAR 52.227-2 – 08/96]

(The provisions of this Article shall be applicable only if the amount of this Subcontract is expected to exceed \$100,000, except when complete performance and delivery are outside the United States, its possessions, and Puerto Rico, unless ultimate delivery is into those areas.)

- (a) The Subcontractor shall report to the Contracting Officer and JPL, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Subcontract of which the Subcontractor has knowledge.
- (b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this Subcontract or out of the use of any supplies furnished or work or services performed under this Subcontract, the Subcontractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Subcontractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Subcontractor has agreed to indemnify the Government.
- (c) The Subcontractor agrees to include, and require inclusion of, this Article in all First-tier Subcontracts at any tier for supplies or services (including construction and architect-engineer First-tier Subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed \$100,000.

NOTICE OF RADIOACTIVE MATERIALS

[CT, FP-NR&D, FP-R&D, CIS, T&MC, LH/T&M, FPC, CREI – 09/04] [FAR 52.229-7 – 01/97]

(This Article is applicable only if this Subcontract is for radioactive materials as defined in this provision.)

incorporate FAR 52.223-7 (January 1997) inserting 30 days in paragraph (a), with JPL Subcontracts Manager in lieu of Contracting Officer, and adding JPL with the Government in all respects.

NOTIFICATION OF OWNERSHIP CHANGES

[CT, FP-NR&D, FP-R&D, T&MC, LH/T&M, FPC, A - E CREI- 09/04] [FAR 52.215-19 - 10/97]

(This Article is applicable if it is contemplated that cost or pricing data or for which any preaward or postaward cost determination will be subject to Subpart 31.2)

(a) The Subcontractor shall make the following notifications in writing:

- (1) (1) When the Subcontractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Subcontractor shall notify JPL (ACO) within 30 days.
- (2) The Subcontractor shall also notify JPL within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Subcontractor shall:

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide JPL ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Subcontractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Subcontractor ownership change.

(c) The Subcontractor shall include the substance of this clause in all First-tier Subcontracts under this Subcontract that meet the applicability requirement of FAR 15.408(k).

NOTICE TO JPL OF LABOR DISPUTES

[CT, FP-NR&D, FP-R&D, T&MC, LH/T&M, FPC, CREI, A - E - 09/04] [FAR 52.222-1 - 02/97]

(a) If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Subcontract, the Subcontractor shall immediately give notice to JPL. The initial notice shall include the following:

- (1) Identification of parts/materials, etc., which are or may be affected;
- (2) Brief description of work-around plans to avoid delivery or performance delays. If the actual or potential dispute involves a lower-tier First-tier Subcontractor, advise as to potential alternate sources;
- (3) Other Government agencies having responsibility for any functions concerning the affected operation, e.g., quality control, agency resident representative, etc., and the title, name and telephone of the agency representative.
- (4) Other Government agencies which have been notified of the situation, and if available, the title, name and telephone number of any representative of another agency who is involved with the actual or threatened labor dispute;
- (5) Specific information regarding transportation of parts/materials or personnel which is or may be affected;
- (6) Manufacturer/First-tier Subcontractor and union data to include:
 - (A) Name, address and telephone numbers of the manufacturer/First-tier Subcontractor representative and Industrial Relations Representative to be contacted for further information;
 - (B) Union's name and local lodge number, if known.
 - (C) If any of the required information is not available when providing the initial notice, indicate when it is estimated that such information can be provided.

(b) The Subcontractor agrees to insert the substance of this Article, including this paragraph (b), in any First-tier Subcontract to which a labor dispute may delay the timely performance of this Subcontract; except that each

such First-tier Subcontract shall provide that, in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the First-tier Subcontractor shall immediately notify the next higher-tier subcontractor or JPL, as the case may be, concerning the dispute.

ORDER OF PRECEDENCE

[CT, FP-NR&D, FP-R&D, T&MC, LH/T&M, FPC, CREI, A – E, RSA – 09/04] [FAR 52.215-8 – 10/97]

- (a) The rights and obligations of the parties of this Subcontract shall be subject to and governed by the Schedule, the General Provisions (the term "General Provisions" includes any "Additional General Provisions"), and any proposals, specifications or other documents or provisions which are made a part of this Subcontract by reference or otherwise.
- (b) To the extent of any inconsistency between (i) the Schedule, other than the Alterations Article, (ii) the Alterations Article in the Schedule, and (iii) the GPs, the inconsistency will be resolved in the following order of priority:
 - (1) The Alterations Article.
 - (2) The GPs not altered.
 - (3) The Schedule, other than the Alterations Article.
- (c) To the extent of any inconsistency between
 - (1) The Schedule, other than any proposals, specifications or other documents or provisions which are made a part of this Subcontract by reference or otherwise, in the Schedule, and
 - (2) Any proposals, specifications or other documents or provisions which are made a part of this Subcontract by reference or otherwise in the Schedule,
 - (3) (c)(1) has order of precedence over (c)(2).
- (d) All provisions of this Subcontract that are required by their terms to be included in First-tier Subcontracts shall be required by the Subcontractor to take precedence in the First-tier Subcontract over any other provisions.

PATENT RIGHTS - RETENTION BY THE SUBCONTRACTOR (SHORT FORM)

[CREI, RSA – 8/01 09/04] [FAR 52.227-11 – 06/97; NFS 1852.227-11 – 06/97]

- (a) Definitions.
 - (1) "Invention" means any invention or discovery which is or may be patentable or otherwise protectible under Title 35 of the United States Code (U.S.C.) or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).
 - (2) "Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.
 - (3) "Nonprofit Organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.
 - (4) "Practical Application" means to manufacture in the case of a composition of product, to practice, in the case of a process or method, or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.
 - (5) "Small Business Firm" means a small business concern as defined at Section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this Article, the size standard for small business concerns involved in Government procurement and First-tier Subcontracting, at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
 - (6) "Subject Invention" means any invention of the Subcontractor conceived or first actually reduced to practice in the performance of work under this Subcontract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of Subcontract performance.

- (7) "Contracting Officer" has the meaning set forth under the "Definitions" Article. The Contracting Officer has designated the Patent Counsel and the Technology Utilization Officer, NASA Management Office, 4800 Oak Grove Drive, Pasadena, California 91109, as the representatives for the administration of the "Patent Rights" Article of this Subcontract. All correspondence pertaining thereto shall be addressed to the Technology Utilization Officer unless transmitted in response to correspondence from the Patent Counsel. See (1) (5) (A) and (B) below regarding the requirement to send copies of transmittal letters to the JPL Office of Patents and New Technology and to the cognizant JPL Subcontracts Manager.
- (b) Allocation of Principal Rights. The Subcontractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this Article and 35 U.S.C. 203. With respect to any subject invention in which the Subcontractor retains title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.
- (c) Invention Disclosure, Election of Title and Filing of Patent Application by Subcontractor.
- (1) The Subcontractor will disclose each subject invention to the Contracting Officer within two months after the inventor discloses it in writing to Subcontractor personnel responsible for patent matters. The disclosure to the Contracting Officer shall be in the form of a written report and shall identify the Subcontract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the Contracting Officer, the Subcontractor will promptly notify the Contracting Officer of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Subcontractor.
 - (2) The Subcontractor will elect in writing whether or not to retain title to any such invention by notifying NASA within two years of disclosure to NASA. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the Contracting Officer to a date that is no more than 60 days prior to the end of the statutory period.
 - (3) The Subcontractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Subcontractor will file patent applications in additional countries or international patent offices within either 10 months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
 - (4) Requests for extension of the time for disclosure election, and filing under subparagraphs (c)(1), (2), and (3) of this Article, may, at the discretion of the Contracting Officer, be granted.
 - (5) The Subcontractor may use whatever format is convenient to disclose subject inventions required in subparagraph (c)(1). NASA prefers that the Subcontractor use either the electronic or paper version of NASA Form 1679, Disclosure of Invention, and New Technology (Including Software) to disclose subject inventions. Both the electronic and paper versions of NASA Form 1679 may be accessed at the electronic New Technology Reporting Web site <http://invention.nasa.gov>.
- (d) Conditions When the Government May Obtain Title. The Subcontractor will convey to NASA, upon written request, title to any subject invention:
- (1) If the Subcontractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) above, or elects not to retain title; provided that NASA may only request title within 60 days after learning of the Subcontractor's failure to disclose or elect within the specified times;
 - (2) In those countries in which the Subcontractor fails to file patent applications within the times specified in paragraph (c) of this Article; provided, however, that if the Subcontractor has filed a patent application in a country after the time specified in paragraph (c) of this Article but prior to its receipt of the written request of the Contracting Officer, the Subcontractor shall continue to retain title in that country;

- (3) In any country in which the Subcontractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in re-examination or opposition proceeding on, a patent on a subject invention.
- (e) Minimum Rights to Subcontractor and Protection of the Subcontractor Right to File.
- (1) The Subcontractor will retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Subcontractor fails to disclose the invention within the times specified in paragraph (c) of this Article. The Subcontractor's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Subcontractor is a party and includes the right to grant sublicenses of the same scope to the extent the Subcontractor was legally obligated to do so at the time the Subcontract was awarded. The license is transferable only with the approval of NASA except when transferred to the successor of that part of the Subcontractor's business to which the invention pertains.
- (2) The Subcontractor's domestic license may be revoked or modified by NASA (the funding Federal agency) to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404 and NASA licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Subcontractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of NASA (the funding Federal agency) to the extent the Subcontractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
- (3) Before revocation or modification of the license, NASA (the funding Federal agency) will furnish the Subcontractor a written notice of its intention to revoke or modify the license, and the Subcontractor will be allowed 30 days (or such other time as may be authorized by NASA for good cause shown by the Subcontractor) after the notice to show cause why the license should not be revoked or modified. The Subcontractor has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and NASA regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.
- (f) Subcontractor Action to Protect the Government's Interest.
- (1) The Subcontractor agrees to execute or to have executed and promptly deliver to the Contracting Officer all instruments necessary to:
- (A) Establish or confirm the rights the Government has throughout the world in those subject inventions to which the Subcontractor elects to retain title; and
- (B) Convey title to NASA when requested under paragraph (d) of this Article and to enable the Government to obtain patent protection throughout the world in that subject invention.
- (2) The Subcontractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Subcontractor each subject invention made under Subcontract in order that the Subcontractor can comply with the disclosure provisions of paragraph (c) of this Article, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) of this Article. The Subcontractor shall instruct such employees, through employee agreements or suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to United States or foreign statutory bars.
- (3) The Subcontractor will notify the Contracting Officer of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a re-examination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.
- (4) The Subcontractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with

Government support under a Prime Contract between the Institute and NASA and JPL First-tier Subcontract no. [Note: Insert number of this JPL Contract] The Government has certain rights in the invention."

- (5) The Subcontractor shall provide the Contracting Officer (A) through (D) below. Copies of transmittal letters for (A) and (B) below shall be sent to the JPL Office of Patents and New Technology (OPANT) and to the cognizant JPL Subcontracts Manager.
 - (A) A listing every 12 months (or such longer period as the Contracting Officer may specify) from the date of the Subcontract, of all subject inventions required to be disclosed during the period.
 - (B) A final report prior to closeout of the Subcontract listing all subject inventions or certifying that there were none.
 - (C) Upon request, the filing date, serial number, and title, a copy of the patent application, and patent number and issue date for any subject invention in any country in which the Subcontractor has applied for patents.
 - (D) An irrevocable power to inspect and make copies of the patent application file, by the Government, when a Federal Government employee is a co-inventor.
- (g) First-tier Subcontracts.
 - (1) The Subcontractor will include this Article, suitably modified to identify the parties, in all First-tier Subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or domestic nonprofit organization. The First-tier Subcontractor will retain all rights provided for the Subcontractor in this Article, and the Subcontractor will not, as part of the consideration for awarding the First-tier Subcontract, obtain rights in the First-tier Subcontractor's subject inventions.
 - (2) The Subcontractor shall include the clause in the NASA FAR Supplement at 18-52.227-70, New Technology, suitably modified to identify the parties, in all First-tier Subcontracts, regardless of tier, for experimental, developmental, research, design, or engineering work to be performed by other than a small business firm or nonprofit organization.
 - (3) In the case of First-tier Subcontracts, at any tier, NASA, the First-tier Subcontractor, and the Subcontractor agree that the mutual obligations of the parties created by this Article constitute a Subcontract between the First-tier Subcontractor and NASA with respect to the matters covered by this Article; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this Article.
- (h) Reporting on Utilization of Subject Inventions. The Subcontractor agrees to submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Subcontractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Subcontractor, and such other data and information as NASA may reasonably specify. The Subcontractor also agrees to provide additional reports as may be requested by NASA in connection with any march-in proceeding undertaken by NASA in accordance with paragraph (j) of this Article. As required by 35 U.S.C. 202(c)(5), NASA agrees it will not disclose such information to persons outside of the Institute and the Government without permission of the Subcontractor.
- (i) Preference for United States Industry. Notwithstanding any other provision of this Article, the Subcontractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any product embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by NASA upon a showing by the Subcontractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.
- (j) March-in Rights. The Subcontractor agrees that, with respect to any subject invention in which it has acquired title, NASA has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of NASA to require the Subcontractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants,

upon terms that are reasonable under the circumstances, and if the Subcontractor, assignee, or exclusive licensee refuses such a request, NASA has the right to grant such a license itself if NASA determines that:

- (1) Such action is necessary because the Subcontractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;
 - (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Subcontractor, assignee, or their licensees;
 - (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Subcontractor, assignee, or licensees; or
 - (4) Such action is necessary because the agreement required by paragraph (i) of this Article has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.
- (k) Special Provisions for Subcontracts with Nonprofit Organizations. If the Subcontractor is a nonprofit organization, it agrees that:
- (1) Rights to a subject invention in the United States may not be assigned without the approval of NASA, except where such assignment is made to an organization which has as one of its primary functions the management of inventions; provided, that such assignee will be subject to the same provisions as the Subcontractor;
 - (2) The Subcontractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when NASA deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
 - (3) The balance of any royalties or income earned by the Subcontractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
 - (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms, and that it will give a preference to a small business firm when licensing a subject invention if the Subcontractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided that the Subcontractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Subcontractor. However, the Subcontractor agrees that the Secretary of Commerce may review the Subcontractor's licensing program and decisions regarding small business applicants, and the Subcontractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Subcontractor could take reasonable steps to more effectively implement the requirements of this subparagraph (k)(4).
- (l) Communications. The NASA central point of contact for communications or matters relating to this Article is the Contracting Officer.

PAYMENT FOR OVERTIME PREMIUMS

[CT, CREI – 09/04] [FAR 52.222-2 – 07/90]

- (a) Allowable cost shall not include any amount on account of overtime premiums, except to the extent that they either:
- (1) Are approved in writing by JPL; or
 - (2) Are paid for work:
 - (A) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
 - (B) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

- (C) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (D) That will result in lower overall costs to the Institute.
 - (E) For pre-launch activities and mission performance or delivery related events of an urgent nature.
- (b) The cost of overtime premiums otherwise allowable under (a) above shall be allowed only to the extent the amount thereof is reasonable and properly allocable to the work under this Subcontract.
- (c) Any request for estimated overtime premiums submitted for approval pursuant to (a) (1) above shall include all estimated overtime for Subcontract completion and shall:
- (1) Identify the work unit, e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit JPL to evaluate the necessity for the overtime;
 - (2) Demonstrate the effect that denial of the request will have on Subcontract delivery or performance schedule;
 - (3) Identify the extent to which approval of overtime would affect the performance or cost in connection with other JPL Subcontracts, together with identification of each affected Subcontract; and
 - (4) Provide reasons why the required work cannot be performed by using multi-shift operations or by employing additional personnel.

PENSION ADJUSTMENTS AND ASSET REVERSIONS

[CT, CREI – 09/04] [FAR 52.215-15 – 12/98]

- (a) This Article is applicable if it is anticipated that certified cost or pricing data is required or if any preaward or post-award cost determinations will be subject to FAR Part 31.
- (b) The Subcontractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate a defined-benefit pension plan or otherwise recapture such pension fund assets.
- (c) For segment closings, pension plan terminations, or curtailment of benefits, the adjustment amount shall be the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12) for Subcontracts and First-tier Subcontracts that are subject to Cost Accounting Standards (CAS) Board rules and regulations (48 CFR Chapter 99). For Subcontracts and First-tier Subcontracts that are not subject to CAS, the adjustment amount shall be the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12), except the numerator of the fraction at 48 CFR 9904.413-50(c)(12)(vi) shall be the sum of the pension plan costs allocated to all non-CAS-covered Subcontracts and First-tier Subcontracts that are subject to Federal Acquisition Regulation (FAR) Subpart 31.2 or for which cost or pricing data were submitted.
- (d) For all other situations where assets revert to the Subcontractor, or such assets are constructively received by it for any reason, the Subcontractor shall, at the Government's option, make a refund or give a credit to the Government for its equitable share of the gross amount withdrawn. The Government's equitable share shall reflect the Government's participation in pension costs through those Subcontracts for which cost or pricing data were submitted or that are subject to FAR Subpart 31.2.
- (e) The Subcontractor shall include the substance of this clause in all First-tier Subcontracts under this Subcontract that meet the applicability requirement of FAR 15.408(g).

PREDETERMINED OR FIXED INDIRECT COST RATES – CREI

[CREI – 09/04] [FAR 52.216-15 – 04/98]

- (a) Notwithstanding the Allowable Cost and Payment General Provision of this Subcontract, the allowable indirect costs under this Subcontract shall be obtained by applying predetermined or fixed indirect cost rates to bases agreed upon by the parties, as specified below.
- (b) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with FAR Subpart 31.3 in effect on the date of this Subcontract.
- (c) Predetermined or fixed rate agreements in effect on the date of this Subcontract shall be incorporated into the Subcontract Schedule, consistent with FAR Subpart 31.3.

- (d) If the Subcontract is established without any predetermined or fixed indirect cost rates the Subcontractor shall be reimbursed either at provisional rates or at billing rates acceptable to JPL, subject to appropriate adjustment when the final rates for that period are established.
- (e) If for any fiscal year (or other period specified in the Schedule) the Government and the Subcontractor fail to agree to predetermined or fixed indirect cost rates, the allowable indirect costs shall be obtained by applying final indirect cost rates established in accordance with the Allowable Cost and Payment General Provision.
- (f) Allowable indirect costs for the period from the beginning of performance until the end of the Subcontractor's fiscal year (or other period specified in the Schedule) shall be obtained using the predetermined or fixed indirect cost rates and the bases shown in the Schedule.

PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS

[CT, CIS, FP-NR&D, FP-R&D, T&MC, LH/T&M, FPC, CREI – 09/04] [FAR 52.247-64 – 06/00]

- (a) (a) Except as provided in paragraph (b) below, the Subcontractor shall use privately owned U.S.-flag commercial vessels, and no others, in the ocean transportation of any supplies to be furnished under this Subcontract.
- (b) (b) If such vessels are not available for timely shipment at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels, the Subcontractor shall notify JPL and request (i) authorization to ship in foreign-flag vessels or (ii) designation of available U.S.-flag vessels. If the Subcontractor is authorized in writing by JPL to ship the supplies in foreign-flag vessels, the Subcontract price shall be equitably adjusted to reflect the difference in costs of shipping the supplies in privately owned U.S.-flag commercial vessels and in foreign-flag vessels.
- (c)
 - (1) The Subcontractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both (i) the Contracting Officer and (ii) the Office of Cargo Preference, Maritime Administration (MAR-590) 400 Seventh Street, SW, Washington, D.C. 20590. Subcontractor and First-tier Subcontractor bills of lading shall be submitted through JPL.
 - (2) The Subcontractor shall furnish these bill of lading copies (i) within 20 working days of the date of loading for shipments originating in the United States or (ii) within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:
 - (A) NASA shown as the sponsoring U.S. Government agency.
 - (B) Name of vessel.
 - (C) Vessel flag of registry.
 - (D) Date of loading.
 - (E) Port of loading.
 - (F) Port of final discharge.
 - (G) Description of commodity.
 - (H) Gross weight in pounds and cubic feet, if available.
 - (I) Total ocean freight revenue in U.S. dollars.
- (d) The Subcontractor shall insert the substance of this Article, including this paragraph (d), in all First-tier Subcontracts or purchase orders under this Subcontract.
- (e) The requirement in paragraph (a) does not apply to:
 - (1) Cargoes carried in vessels of the Panama Canal Commission or as required or authorized by law or treaty;
 - (2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353);
 - (3) Shipments of classified supplies when the classification prohibits the use of non-Government vessels; and

- (f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the Office of Costs and Rates, Maritime Administration, 400 Seventh Street, SW, Washington, DC 20590, Phone: 202-366-4610.

PREFERENCE FOR U.S.-FLAG AIR CARRIERS

[CT, FP-NR&D, FP-R&D, T&MC, LH/T&M, FPC, CREI, A - E - 09/04] [FAR 52.247-63 - 01/97]

(This Article does not apply to Subcontracts or First-tier Subcontracts for supplies, nonpersonal services, and construction that do not exceed \$100,000. This Article is not applicable to the acquisition of commercial items or commercial components.)

Incorporate by reference FAR 52.247-63, Preference for U.S.-Flag Air Carriers.

PRINTING AND DUPLICATING

[CT, FP-NR&D, FP-R&D, LH/T&M, T&MC, CREI, A - E - 09/04] [NFS 1852.208-81 - 10/01]

(This Article does not apply unless this Subcontract requires the Subcontractor to provide printing or significant reproduction, i.e., in excess of 5,000 copies of a single page or in excess of 25,000 copies in the aggregate of multiple pages.)

- (a) NFS 1852.208-81, Restrictions on Printing and Duplicating (October 2001), is hereby incorporated into this Article in its entirety.

Note 1: The terms "documentation" referred to in paragraph (a), "printing" referred to in paragraph (b), and "production units" referred to in paragraph (c) of NFS 1852.208-81, Restrictions on Printing and Duplicating (October 2001), pertain solely to "Government publications." "Government publications" is defined as (i) reports intended primarily for internal use by the Government and (ii) reports or other materials of the type that the Government itself distributes to the public under an agency program. "Government publications" shall, unless subject to exemption under applicable regulations, be printed by or through the Government Printing Office, even though the distribution of these reports and materials may be effectuated by the Subcontractor for the Government.

Examples of documents which are "Government publications" include, but are not limited to: (i) publications released by the Subcontractor or a First-tier Subcontractor to the public for the purpose of promoting NASA or a Government agency sponsor; (ii) deliverable final reports, but not interim drafts of such reports; (iii) deliverable review board presentations and conclusions in which a majority of the review board membership consists of Government representatives.

Examples of documents which are not "Government publications" include, but are not limited to: (i) publications for internal usage and communication by JPL or any Subcontractor or a First-tier Subcontractor such as JPL's or a Subcontractor's Telephone Directory or JPL's or a Subcontractor's internal newsletter; (ii) public information, education and public service documents, and award certificates printed for JPL's or a Subcontractor's usage rather than Government usage, including those which may contain an incidental reference to sponsorship by NASA or another Government agency; (iii) publications for which the printing costs are not paid for by the Government; (iv) non-deliverable reports provided to the Government for informational purposes which are suitable for publication in academic, technical, or professional journals and similar publications; and (v) review board presentations and conclusions in which a majority of the formal review board membership consists of JPL, Subcontractor, or First-tier Subcontractor representatives, where Government attendance is only incidental, and the Subcontract does not expressly require Government approval of the proceedings.

- (b) To the extent that it applies to First-tier Subcontractors, the Subcontractor will implement NASA Policy Guideline (NPG) 1490.5A, Procedural Guidance for Printing, Duplicating, and Copying Management, for all printing, duplicating, copying, forms, and mail management related to the performance of this Subcontract.

Note 2: Requests for waivers to permit commercial printers to print "Government publications" in cases of exigencies or other appropriate circumstances shall be submitted by the Subcontractor to the JPL Subcontracts Manager for submission to the NASA Printing Management Officer through the Contracting Officer.

PROHIBITION OF SUBCONTRACTOR USE OF PRIVATELY OWNED AIRCRAFT IN SUBCONTRACT PERFORMANCE

[CT, FPNR&D, FPR&D, T&MC, LH/T&M, FPC, CREI, A - E, RSA - 09/04]

The Subcontractor, its employees, agents and First-tier Subcontractors, shall not use privately owned (noncommercial) aircraft in the performance of this Subcontract without prior approval of JPL. Any request for approval to use privately owned aircraft must include a certificate of insurance as evidence that the Subcontractor

~~has in effect Aircraft Liability Insurance coverage of not less than \$5,000,000 for all deaths, injuries, and property damage arising from one accident or occurrence. The Subcontractor shall be required as a condition of JPL's approval to submit an endorsement naming the Institute as an additional insured in such aircraft liability insurance policy. The Subcontractor shall include this provision in any First-tier Subcontract involving travel subject to JPL approval or requiring that the First-tier Subcontractor utilize a privately owned (noncommercial) aircraft.~~

PROHIBITION OF SEGREGATED FACILITIES

~~CT, FP_NR&D, CIS, T&MC, LH/T&M, FPC, CREI, A - E - 09/04 FAR 52.222-21~~

~~(The following Article is applicable to Subcontracts where FAR 52.222-20, Equal Opportunity is applicable)
Incorporate by reference FAR 52.222-21, Prohibition of Segregated Facilities~~

RELEASE OF INFORMATION

~~[CT, FP-NR&D, FP-R&D, T&MC, LH/T&M, FPC, CREI, A - E - 09/04]~~

~~(This Article does not apply if the Article entitled "Release of Information - Preliminary Engineering Report (PER)" is applicable.)~~

- ~~(a) The Subcontractor agrees that all information released by the Subcontractor for publicity or promotional purposes (e.g., news and photo releases, exhibit copy, motion picture scripts, and advertising copy) directly related to the Subcontractor's work with and for JPL will be submitted to JPL for review for technical accuracy prior to issuance. (See enclosed form letter JPL 1737, "Release of Information.")~~
- ~~(b) The Subcontractor agrees to insert this clause including this paragraph in all First-tier Subcontracts.~~

REQUIRED NOTICES

~~[CT, FP-NR&D, FP-R&D, T&MC, LH/T&M, FPC, CREI, RSA - 09/04]~~

~~Unless otherwise specified in this Subcontract, any notice which the Subcontractor is required to provide to JPL under any provision of this Subcontract shall be directed to the JPL Subcontracts Manager or the Manager, Acquisition Division, JPL, or their authorized representatives.~~

RESTRICTIONS ON CERTAIN FOREIGN PURCHASES

~~[CT, FP-NR&D, FP-R&D, T&MC, LH/T&M, FPC, CREI, A - E - 09/04] [FAR 52.225-13 - 07/00]~~

~~Incorporate by reference FAR 52.225-13, Restrictions on Certain Foreign Purchases.~~

RESTRICTIONS ON FIRST-TIER SUBCONTRACTOR SALES

~~[CT, FP-NR&D, FP-R&D, T&MC, LH/T&M, CREI - 09/04] [FAR 3.503, 52.203-6 - 07/95]~~

~~(This Article is applicable to Subcontracts and First-tier Subcontracts exceeding \$100,000 for other than commercial items.)~~

~~Incorporate by reference FAR 52.203-6, Restrictions on Subcontractor Sales.~~

REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)

~~[CT, CREI - 09/04] [FAR 52.215-18 - 10/97]~~

- ~~(a) This Article is applicable if certified cost or pricing data is required or if any preaward or post-award cost determinations will be subject to FAR Part 31.~~
- ~~(b) The Subcontractor shall promptly notify the JPL Subcontracts Manager in writing when it determines that it will terminate or reduce a PRB plan. If PRB fund assets revert, or inure, to the Subcontractor or are constructively received by it under a plan termination or otherwise, the Subcontractor shall make a refund or give a credit to the Institute for its equitable share as required by FAR 31.205-6(o)(6). The Subcontractor shall include the substance of this Article in all First-tier Subcontracts under this Subcontract that meet the applicability requirements of FAR 15.408(j).~~

RIGHTS IN DATA - GENERAL

~~[CREI - 09/04] [FAR 52.227-14 - 06/87; NFS 1852.227-14 - 06/87]~~

(If the Article entitled "Existing Commercial Computer Software - Licensing" is applicable to this Subcontract, it shall apply in lieu of this Article regarding any acquisition of commercial computer software.)

(a) Definitions.

- (1) "Computer software," as used in this Article, means computer programs, computer data bases, and documentation thereof.
- (2) "Data," as used in this Article, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data, and computer software. The term does not include information incidental to Subcontract administration, such as financial, administrative, cost, or pricing, or management information.
- (3) "Form, fit, and function data," as used in this Article, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.
- (4) "Institute" means the California Institute of Technology as a party to this Subcontract.
- (5) "JPL" means the Jet Propulsion Laboratory as the organizational element of the Institute having responsibility for administration of this Subcontract. JPL's rights under this Subcontract are rights of the California Institute of Technology as a party to this Subcontract.
- (6) "Limited rights," as used in this Article, means the rights of the Government, or in support and furtherance of its Government Subcontract obligations, the Institute, in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this Article.
- (7) "Limited rights data," as used in this Article, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.
- (8) "Restricted computer software," as used in this Article, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software.
- (9) "Restricted rights," as used in this Article, means the rights of the Government, and in support and in furtherance of its Government Subcontract obligations, the Institute, in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g)(3) if included in this Article, or as otherwise may be provided in a collateral agreement incorporated in and made part of this Subcontract, including minor modifications of such computer software.
- (10) "Technical data," as used in this Article, means data (other than computer software) that are of a scientific or technical nature.
- (11) "Unlimited rights," as used in this Article, means the right of the Government, or in support and furtherance of its Government Subcontract obligations, the Institute, to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of Rights.

- (1) Except as provided in paragraph (c) of this Article regarding copyright, the Government and in support and furtherance of its Government Subcontract obligations, the Institute, shall have unlimited rights in:
 - (A) Data first produced in the performance of this Subcontract;
 - (B) Form, fit, and function data delivered under this Subcontract;
 - (C) Data delivered under this Subcontract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this Subcontract; and

- (D) All other data delivered under this Subcontract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this Article.
- (2) The Subcontractor shall have the right to:
 - (A) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Subcontractor in the performance of this Subcontract, unless provided otherwise in paragraph (d) of this Article;
 - (B) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this Article;
 - (C) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this Article; and
 - (D) Establish claim to copyright subsisting in data first produced in the performance of this Subcontract to the extent provided in subparagraph (c)(1) of this Article.
- (c) Copyright.
 - (1) Data First Produced in the Performance of This Subcontract.
 - (A) Except as otherwise specifically provided in this Subcontract, the Subcontractor may establish claim to copyright subsisting in any data first produced in the performance of this Subcontract.
 - (B) When claim to copyright is made, the Subcontractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including the Prime Contract number) to the data when such data are delivered to JPL, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. (Acknowledgment shall include a statement that "This work was performed for the Jet Propulsion Laboratory, California Institute of Technology, sponsored by the United States Government under a Prime Contract between the California Institute of Technology and NASA.")
 - (C) For data other than computer software, the Subcontractor grants to the Government, and in support and furtherance of its Government Subcontract obligations, the Institute, any successor-in-interest of the Institute, or a successor Subcontractor to operate JPL, and others acting on their behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government.
 - (D) For computer software, the Subcontractor grants to the Government, and in support and furtherance of its Government Subcontract obligations, the Institute, any successor-in-interest of the Institute, or a successor Subcontractor to operate JPL, and others acting on their behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.
 - (2) Data Not First Produced in the Performance of This Subcontract. The Subcontractor shall not, without prior written permission of JPL, incorporate in data delivered under this Subcontract any data not first produced in the performance of this Subcontract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Subcontractor identifies such data and grants to the Government, and in support and furtherance of its Government Subcontract obligations, the Institute, or acquires on their behalf, a license of the same scope as set forth in subparagraph (c)(1) of this Article; provided, however, that if such data are computer software, the Subcontractor grants to the Government and in support and furtherance of its Government Subcontract obligations, the Institute, or acquires on their behalf, a paid-up nonexclusive irrevocable worldwide license as set forth in subparagraph (g)(3) of this Article if included in this Subcontract or as otherwise may be provided in a collateral agreement incorporated in or made part of this Subcontract.
 - (3) Removal of Copyright Notices. JPL agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.
- (d) Release, Publication and Use of Data.
 - (1) The Subcontractor shall have the right to use, release to others, reproduce, distribute, or publish any data other than computer software first produced or specifically used by the Subcontractor in the performance of

this Subcontract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this Article or expressly set forth in this Subcontract.

- (2) The Subcontractor agrees that to the extent it receives or is given access to data necessary for the performance of this Subcontract that contain restrictive markings, the Subcontractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by JPL.
- (3)
 - (A) Before the Subcontractor publishes or releases computer software first produced under this Subcontract, it shall first furnish the Contracting Officer with a copy of such software and a statement as to the circumstances of the publication or release.
 - (B) If the Government desires to obtain Copyright in computer software first produced in the performance of this Subcontract for which claim to copyright has not been made by the Subcontractor, the Contracting Officer or the Institute may direct the Subcontractor to establish, or authorize the establishment of, claim to copyright in said computer software and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.
 - (C) Whenever the word "establish" is used in this clause, with reference to a claim to copyright, it shall be construed to mean "assert."

Unauthorized Marking of Data.

- (1) Notwithstanding any other provisions of this Subcontract concerning inspection or acceptance, if any data delivered under this Subcontract are marked with the notices specified in subparagraph (g)(2) or (g)(3) of this Article and use of such is not authorized by this Article, or if such data bears any other restrictive or limiting markings not authorized by this Subcontract, JPL may at any time either return the data to the Subcontractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings:
 - (A) JPL shall make written inquiry to the Subcontractor affording the Subcontractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;
 - (B) If the Subcontractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer through JPL for good cause shown), the Government or JPL shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.
 - (C) If the Subcontractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(A) of this Article, the Contracting Officer through JPL shall consider such written justification and determine whether or not the markings are to be canceled or ignored. If the Contracting Officer through JPL determines that the markings are authorized, the Subcontractor shall be so notified in writing. If the Contracting Officer through JPL determines, with concurrence of NASA, that the markings are not authorized, the Contracting Officer through JPL shall furnish the Subcontractor a written determination, which determination shall become the final Government decision regarding the appropriateness of the markings unless the Subcontractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government and JPL shall continue to abide by the markings under this subdivision (e)(1)(C) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government or JPL shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.
- (2) The time limits in the procedures set forth in subparagraph (e)(1) of this Article may be modified in accordance with NASA regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request there under.
- (3) This paragraph (e) does not apply if this Subcontract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

- (4) (RESERVED)
- (f) Omitted or Incorrect Markings.
- (1) Data delivered to the Government or JPL without either the limited rights or restricted rights notice as authorized by paragraph (g) of this Article, or the copyright notice required by paragraph (c) of this Article, shall be deemed to have been furnished with unlimited rights, and the Government and the Institute assume no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government or JPL, the Subcontractor may request, within six months (or longer time approved by JPL for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Subcontractor's expense, and JPL may agree to do so if the Subcontractor:
- (A) Identifies the data to which the omitted notice is to be applied;
 - (B) Demonstrates that the omission of the notice was inadvertent;
 - (C) Establishes that the use of the proposed notice is authorized; and
 - (D) Acknowledges that the Government and the Institute have no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.
- JPL may also:
- (A) Permit correction at the Subcontractor's expense of incorrect notices if the Subcontractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized; or
 - (B) Correct any incorrect notices.
- (g) Protection of Limited Rights Data and Restricted Computer Software.
- (1) When data other than that listed in subdivisions (b)(1)(A), (B), and (C) of this Article are specified to be delivered under this Subcontract and qualify as either limited rights data or restricted computer software, if the Subcontractor desires to continue protection of such data, the Subcontractor shall withhold such data and not furnish them to JPL under this Subcontract. As a condition to this withholding, the Subcontractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer database for delivery to JPL are to be treated as limited rights data and not restricted computer software.
- (2) Notwithstanding paragraph (g)(1) of this Article, the Subcontract may identify and specify the delivery of limited rights data, or JPL or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be withholdable. If delivery of such data is so required, the Subcontractor may affix the following "Limited Rights Notice" to the data and the Institute and the Government will thereafter treat the data, subject to the provisions of paragraphs (e) and (f) of this Article, in accordance with such Notice:

LIMITED RIGHTS NOTICE

- (a) These data are submitted with limited rights under Government contract No. NAS7-03001 (and JPL First-tier Subcontract No. _____). These data may be reproduced and used by the Institute or the Government with the express limitation that they will not, without written permission of the Subcontractor, be used for purposes of manufacture nor disclosed outside the Institute or the Government; except that the Institute or the Government may disclose these data outside the Institute or the Government for the following purposes, if any, provided that the Institute or the Government makes such disclosure subject to prohibition against further use and disclosure:
- (1) Use by support service Subcontractors.
 - (2) (RESERVED)
- (b) This Notice shall be marked on any reproduction of these data, in whole or in part.
- (End of notice)

(3)

(A) Notwithstanding paragraph (g)(1) of this Article, the Subcontract may identify and specify the delivery of restricted computer software, or JPL or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be withholdable. If delivery of such computer software is so required, the Contractor may affix the following "Restricted Rights Notice" to the computer software and the Institute and the Government will thereafter treat the computer software, subject to the provisions of paragraphs (e) and (f) of this Article, in accordance with the Notice:

RESTRICTED RIGHTS NOTICE

- (a) This computer software is submitted with restricted rights under Government contract No. NAS7-03001 (and JPL First-tier Subcontract No. _____). It may not be used, reproduced, or disclosed by the Institute or the Government except as provided in paragraph (b) of this Notice or as otherwise expressly stated in the Subcontract.
- (b) This computer software may be:
- (1) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Institute or Government installation to which such computer or computers may be transferred;
 - (2) Used or copied for use in a backup computer if any computer for which it was acquired is inoperative;
 - (3) Reproduced for safekeeping (archives) or backup purposes;
 - (4) Modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating restricted computer software are made subject to the same restricted rights;
 - (5) Disclosed to and reproduced for use by support service Subcontractors in accordance with subparagraphs (b)(1) through (4) of this Article, provided the Institute or the Government makes such disclosure or reproduction subject to these restricted rights; and
 - (6) Used or copied for use in or transferred to a replacement computer.
- (c) Notwithstanding the foregoing, if this computer software is published copyrighted computer software, it is licensed to the Institute and the Government, without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this Article.
- (d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the Subcontract.
- (e) This Notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

(B) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used in lieu thereof:

RESTRICTED RIGHTS NOTICE - SHORT FORM

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. NAS7-03001 (and First-tier Subcontract No. _____ with [name of First-tier Subcontractor]).

(End of notice)

(C) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be published copyrighted computer software licensed to the Institute and the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this Article, unless the Subcontractor includes the following statement with such copyright notice: "Unpublished - rights reserved under the Copyright Laws of the United States."

(f) First-tier Subcontracting. The Subcontractor has the responsibility to obtain from its First-tier Subcontractors all data and rights therein necessary to fulfill the Subcontractor's obligations to the Government and the Institute

under this Subcontract. If a First-tier Subcontractor refuses to accept terms affording the Government or the Institute such rights, the Subcontractor shall promptly bring such refusal to the attention of JPL and not proceed with First-tier Subcontract award without further authorization.

- (g) Relationship to Patents. Nothing contained in this Article shall imply a license to the Government or the Institute under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government or the Institute.
- (h) Inspection of Data Withheld. The Subcontractor agrees, except as may be otherwise specified in this Subcontract for specific data items listed as not subject to this paragraph, that the Contracting Officer, or an authorized representative, or JPL may, up to three years after acceptance of all items to be delivered under this Subcontract, inspect at the Subcontractor's facility any data withheld pursuant to subparagraph (g)(1) of this Article, for purposes of verifying the Subcontractor's assertion pertaining to the limited rights or restricted rights status of the data or for evaluating work performance. Where the first-tier First-tier Subcontractor whose data are to be inspected demonstrates to the Contracting Officer that there would be a possible conflict of interest if the inspection were made by a particular representative, the Contracting Officer shall designate an alternate inspector.

~~**RIGHTS IN TECHNICAL PROPOSAL DATA**~~

~~[CT, FP-NR&D, FP-R&D, LH/T&M, T&MC, CREI – 09/04] [FAR 52.227-23 – 06/87]~~

~~(This Article applies to Subcontracts resulting from a proposal containing technical data. The Article does not cover rights to commercial or financial information contained in the successful proposal.)~~

~~It is agreed that as a condition of the award of this Subcontract, and notwithstanding the conditions of any notice appearing thereon, the Government and the Institute shall have the right to use, duplicate, and disclose, and have others so do, for any purpose whatsoever, the technical data contained in the proposals upon which this Subcontract and any future modifications are based.~~

SAFETY AND HEALTH – CREI

[CREI – 09/04] [NFS 1852.223-70 – 04/02]

(This Article is applicable only if the Subcontract involves work either (i) conducted completely or partly on premises owned or controlled by the Government, (ii) that includes construction, alteration or repair of facilities in excess of \$25,000, (iii) regardless of place of performance, that involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Subcontractor employees working on NASA Subcontracts) or high value equipment or property and the hazards are not adequately addressed by Occupational Safety and Health (OSHA) or Department of Transportation (DOT) regulations (if applicable) or (iv) when JPL determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.)

- (a) The Subcontractor shall take all reasonable safety and occupational health measures in performing under this Subcontract and shall, to the extent set forth below, submit a safety plan and a health plan (applicable to the work to be performed under this Subcontract) for JPL's approval. The Subcontractor shall comply with all Federal, State, and local laws applicable to safety and occupational health in effect on the date of this Subcontract and with the safety and occupational health standards, specifications, reporting requirements, and provisions set forth below.
- (b) The Subcontractor shall take or cause to be taken any other safety and occupational health measures JPL may reasonably direct. To the extent that the Subcontractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this Subcontract, the equitable adjustment shall be determined pursuant to the procedures of the Article of this Subcontract entitled "Changes," provided, that no adjustment shall be made under this Safety and Health Article for any change for which an equitable adjustment is expressly provided under any other provision of the Subcontract.
- (c) Standards. The following safety and health standards, specifications, issuances, and reporting requirements are prescribed pursuant to paragraph (a).
 - (1) General Standards and Specifications: The Subcontractor shall comply with applicable provisions of the Occupational Safety and Health Standards of the Occupational Safety and Health Act of 1970, Rules and Regulations of the Department of Labor issued pursuant thereto and regulations of states provided for under the Act. Within California the Subcontractor shall comply with applicable provisions of the California Occupational Safety and Health Act of 1973. NASA Procedures and Guidelines (NPGs) 8715. 3, NASA

Safety Manual with Changes Through Change I 6/19/02, dated January 24, 2000, shall be used as a general policy guide to establish a safety program to be included in the safety and health plan to be submitted in accordance with paragraph (a) above.

- (2) As part of the Subcontractor's safety and health plan, the Subcontractor shall furnish a list of all hazardous operations to be performed, including operations covered by measures indicated in paragraphs (a) and (b) of this Article and a list of other major or key operations required or planned in the performance of the Subcontract, even though not deemed hazardous by the Subcontractor. JPL and the Subcontractor shall jointly decide which operations are to be considered hazardous with JPL as the final authority. Before hazardous operations commence, the Subcontractor shall develop, review, and provide plans for the operation for JPL to review. The Subcontractor's review procedure shall submit for JPL concurrence:
 - (A)
 - (i) Written hazardous operating procedures for all hazardous operations; and/or
 - (ii) Qualification standards for personnel involved in hazardous operations.
- (3) Flight Program/Project Safety: The Subcontractor shall include in each Program/Project Plan prepared for a flight project a description of the risk management process that addresses the safety needs and special safety monitoring required for the flight program/project. Project Plans containing such requirements will be referenced in the flight project task order issued by the Contracting Officer under the Prime Contract and the Subcontractor shall comply with those requirements.
- (4) Nuclear Safety: Radioactive material will be handled in accordance with appropriate Federal, State, local and tribal regulations and requirements, to specifically include those of the State of California, Department of Energy and/or Nuclear Regulatory Commission. Launching of nuclear materials into space shall be done in accordance with National Security Council/Presidential Directive 25, as of May 8, 1996. Chapter 5, Nuclear safety, of NPG 8715.3, NASA Safety manual provides specific additional NASA requirements.
- (5) Propulsion Safety: The Subcontractor shall comply with all applicable Federal, State, and local requirements applicable to propulsion safety, and the requirements shall be used to establish a propulsion safety program (if applicable) to be included in the safety and health plan to be submitted in accordance with paragraph (a) above.
- (6) Fire Safety: The Subcontractor shall comply with all applicable Federal, State, and Local requirements pertaining to Fire Protection and Life Safety. NASA STD 8719.11, NASA Safety Standard for Fire Protection and Life Safety, dated December 19, 2000, will be followed to ensure safety of NASA facilities.
- (7) Ammunition and Explosive Safety: The Subcontractor shall comply with all applicable Federal, State, and Local requirements applicable to ammunition and explosive safety. The requirements of NSS 1740.12 NASA Safety standard for explosives, propellants and Pyrotechnics, dated August 1993 shall be used to establish a propulsion safety program to be included in the safety and health plan to be submitted in accordance with paragraph (a) above.
- (8) Pressure Vessel and Pressure System Safety: The Subcontractor shall establish a pressure systems safety and recertification program in accordance with NPD 8710.5, NASA Safety Policy for Pressure vessels and Systems, dated march 17, 1998
- (9) Any additional safety and health standards, specifications, issuances and reporting requirements set forth in this Subcontract.
- (d) The safety and health plan to be submitted by the Subcontractor pursuant to paragraph (a) above shall implement the requirements of this Article and of the standards and specifications of paragraph (c) of this Article and shall describe the means to be employed by the Subcontractor to monitor and enforce said requirements. The plan shall include the Subcontractor's standards and criteria for imposing safety and health standards upon its First-tier Subcontractors of any tier and its plans and procedures for monitoring compliance with such standards. A safety and health plan for similar work performed by the Subcontractor on a Federal Subcontract may be submitted for review and approval under this Article.
- (e) The Subcontractor shall immediately notify and promptly report to JPL any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property (or, if this Subcontract sets forth any acceptable threshold limits of contamination, any contamination of property beyond

those stated limits) or property loss of \$25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than \$ 1000) but possesses the potential; to cause any type mishap, or any injury, damage or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this Subcontract. The Subcontractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. Service Subcontractors (excluding construction Subcontracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the Subcontract Schedule. The Subcontractor shall investigate all work-related incidents or accidents and Close Calls to the extent necessary to determine their causes and furnish the JPL a report, in such form as JPL may require, of the investigative findings and proposed or completed corrective actions. In addition, the Subcontractor shall comply with the illness, incident and injury experience reporting requirements set forth below or elsewhere in this Subcontract.

(f) Illness, Incident and Injury Experience Reports.

- (1) Reports required by this Article or elsewhere in this Subcontract shall be furnished in three copies unless otherwise specified.
- (2) The following illness, incident, and injury experience reports are prescribed pursuant to paragraph (e) above:
 - (A) Experience Reports: The Subcontractor shall prepare and submit to JPL quarterly and semi-annual reports of occupational related illness, incidents, injury experience, worker's compensation costs; and Government property damage due to mishaps or natural phenomena in such detail as prescribed in formats approved by the JPL Subcontracts Manager.
 - (B) Investigative Reports: The Subcontractor shall furnish reports of investigation of individual incidents or accidents or close calls in formats approved by JPL; provided, however, that the Subcontractor shall not be required to furnish personally identifiable information concerning Subcontractor or First-tier Subcontractor employees. Lessons learned from these reports, excluding those related to close calls unless the Subcontractor believes that material value may be derived from such reporting, shall be reported to JPL (for use by JPL as inputs into the NASA Lessons Learned Program).
 - (C) Mishap Reports: The Subcontractor shall furnish JPL mishap reports and respond to JPL requests for mishap reviews. The Subcontractor shall conduct its own mishap investigations consistent with NPD 8621.1H, NASA Mishap and Close-Call Reporting, Investigation, and Recordkeeping Policy, dated October 2, 2002, with the understanding that all references to NASA in that policy shall be interpreted to mean the Subcontractor. The Subcontractor shall utilize the NPD 8621.1, dated June 2, 2000 procedures as guidelines. The Subcontractor shall also report to the JPL Subcontracts Manager any incidents that may have visibility in the press, mission failures, or mission anomalies that will have high JPL or NASA visibility in the press.
 - (D) The Subcontractor shall furnish such other reports as JPL determines to be related to the Subcontractor's safety and health program and its experiences thereunder.

(g)

- (1) JPL may notify the Subcontractor in writing of any noncompliance with this Article and specify corrective actions to be taken. The Subcontractor shall promptly take and report any necessary corrective action.
 - (2) When the JPL Subcontracts Manager becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including Subcontractor employees working on NASA Subcontracts) or high value mission critical equipment or property, the JPL Subcontracts Manager shall notify the Subcontractor orally, with written conformation. The Subcontractor shall promptly take and report any necessary corrective action. If the Subcontractor fails or refuses to institute prompt corrective action in accordance with subparagraph (g)(1) of this Article, JPL may invoke the stop work order Article of this Subcontract or any other remedy legally available to the Institute in the event of such failure or refusal.
- (h) The Subcontractor (or First-tier Subcontractor or supplier) shall cause the substance of this Article, including this paragraph (h) and any applicable provisions of this Subcontract, with any appropriate changes of designations of the parties, to be inserted in First-tier Subcontracts of every tier which involve work to which this Article is applicable as specified in the preamble above.

- (i) The Subcontractor agrees that authorized representatives of JPL or the Contracting Officer shall have access to and the right to examine the sites or areas where work under this Subcontract is being performed in order to determine the adequacy of the Subcontractor's safety and health measures under this Article.

SMALL BUSINESS FIRST-TIER SUBCONTRACTING PLAN

[A&E, CT, FP-NR&D, FP-R&D, T&MC, LH/T&M, FPC, CREI – 09/04] [FAR 52.219-9 – 01/02]

(This Article is applicable if the basic Subcontract or any separate modification exceeds \$500,000 [\$1,000,000 for construction of any public facility], except it does not apply to Subcontracts with small businesses or orders under GSA Subcontracts. Work performed outside the United States is exempt from the requirements of this Article.)

- (a) If there will be any First-tier Subcontracting under this Subcontract and the basic or any modification exceeds \$500,000, (\$1,000,000 for construction of any public facility), the Subcontractor agrees to submit for JPL approval a First-tier Subcontracting Plan (Plan) that separately addresses First-tier Subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBzone small business concerns, small disadvantaged concerns, and women-owned business concerns. The Subcontractor further agrees to and to provide a written update to the Plan for every modification exceeding \$500,000 (\$1,000,000 for construction of a public facility). JPL's approval will be based on the requirements in JPL form 0294 entitled "Requirements for a First-tier Subcontracting Plan." The approved Plan and approved updates will be deemed incorporated into this Subcontract.
- (b) If a Plan is required under this Subcontract, SF 294, "First-tier Subcontracting Report for Individual Subcontracts," and SF 295, "Summary First-tier Subcontract Report," are deliverables, which must be submitted by the Subcontractor to the JPL Subcontracts Manager in accordance with the instructions on the forms.
- (c) It is understood and agreed that the failure of the Subcontractor to comply in good faith with the Article of this Subcontract entitled "Utilization of Small, Small Disadvantaged, and Women-Owned Small Business Concerns," or with any Plan required to be included in this Subcontract, shall be a material breach of this Subcontract.

SMALL BUSINESS FIRST-TIER SUBCONTRACTING REPORTING

[A&E, CT, FP-NR&D, FP-R&D, T&MC, LH/T&M, FPC, CREI – 09/04] [NFS 1852.219-75 – 05/99]

(This Article is applicable if the basic Subcontract or any separate modification exceeds \$500,000 [\$1,000,000 for construction of any public facility], except it does not apply to Subcontracts with small businesses or orders under GSA Subcontracts. Work performed outside the United States is exempt from the requirements of this Article.)

- (a) The Subcontractor shall submit the Summary First-tier Subcontract Report (Standard Form (SF) 295) semiannually for the reporting periods specified in block 4 of the form. All other instructions for SF 295 remain in effect.
- (b) The Subcontractor shall include this clause in all First-tier Subcontracts that include the Article titled "Small Business Subcontracting Plan" (FAR 52.219-9)

SUBCONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION

[CT, FP-NR&D, FP-R&D, T&MC, LH/T&M, FPC, CREI, A – E, RSA – 09/04] [FAR 22.305 - 7/95; 52.222-4 - 09/00]

(Work performed outside the United States is exempt from the requirements of this Article.)

- (a) This provision is not applicable to Subcontracts for supplies, materials, or articles ordinarily available in the open market, Subcontracts for transportation by land, air, or water, or for the transmission of intelligence, Subcontracts of \$100,000 or less, Subcontracts to be performed solely within a foreign country or within a territory under United States jurisdiction other than a state, the District of Columbia, Puerto Rico, the Virgin Islands, Outer Continental Shelf Lands as defined in the Outer Continental Shelf Lands Act, American Samoa, Guam, Wake Island, and Johnson Island, and Subcontracts (or portions of Subcontracts) for supplies in connection with which any required services are merely incidental to the Subcontract and do not require substantial employment of laborers or mechanics, exempt under regulations of the Secretary of Labor (29 CFR 5.15), Subcontracts requiring work to be done solely in accordance with the Walsh-Healey Public Contract Acts, and Subcontracts for commercial items.
- (b) FAR clause 52.222-4 (Sept 2000) is hereby incorporated by reference in total, except that:
 - (1) The words "JPL Subcontracts Manager or JPL's Contracting Officer" shall be substituted for the words "Contracting Officer" wherever they appear;

- (2) The word "Subcontractor" shall be substituted for the words "Prime Contractor" wherever they appear; and
- (3) The words "with JPL" shall be substituted for the words "Federal Contract with the same Prime Contractor" wherever they appear.

~~**SUBCONTRACTOR AND FIRST-TIER SUBCONTRACTOR COST OR PRICING DATA, OR INFORMATION
OTHER THAN COST OR PRICING DATA AND PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA**~~

~~[CT, FP-NR&D, FP-R&D, T&MC, LH/T&M, FPC, A - E CREI- 09/04] [FAR 15.403-4 - 10/00; 52.215-11 - 10/97; 52.215-12 - 10/97; 52.215-13 - 10/97; 52.215-20 - 10/97; 52.215-21 - 10/97]~~

~~(This Article is applicable if either the basic Subcontract or any modification exceeds \$550,000.)~~

~~(a) Subcontractor Cost or Pricing Data.~~

- ~~(1) Whenever the negotiated price of the basic Subcontract, or the negotiated price of any change, or other modification to this Subcontract is expected to exceed \$550,000, the Subcontractor agrees to furnish the Institute certified cost or pricing data, unless a waiver applies or a determination is made that an exception applies (the price is based on adequate price competition, prices set by law or regulation, or the Subcontract is for a commercial item). Whenever certified cost or pricing data are required, the Subcontractor agrees to furnish the data in the format requested by JPL or if JPL does not so specify, per Table 15-2 of FAR 15.408 and agrees to submit the JPL certificate form JPL 2496 or equivalent as soon as practicable after agreement on price but before award.~~

~~(2) Exceptions to Cost or Pricing Data.~~

~~(A)~~

- ~~(i) Basic Subcontracts. In lieu of submitting cost or pricing data for the basic Subcontract, offerors may submit a written request for exception by submitting the information described under paragraph (B), below.~~
- ~~(ii) Subcontract Modifications. In lieu of submitting cost or pricing data for modifications under this Subcontract, for price adjustments expected to exceed \$550,000 on the date of the agreement on price or the date of the award, whichever is later, the Subcontractor may submit a written request for exception by submitting the information described under paragraph (B), below.~~
- ~~(iii) JPL may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.~~

~~(B) The relevant part of the following information is to be submitted when requesting an exception:~~

- ~~(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.~~
- ~~(ii) For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include:
 - ~~a. For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.~~
 - ~~b. For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.~~
 - ~~c. For items included on an active Federal Supply Service Multiple Award Schedule or any other Federal Government Subcontract, proof that an exception has been granted for the schedule item.~~~~

(iii) Information on modifications of Subcontracts or First-tier Subcontracts for commercial items. If (i) the original Subcontract or First-tier Subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a Subcontract or First-tier Subcontract for a commercial item; and (ii) the modification (to the Subcontract or First-tier Subcontract) is not exempted based on one of these exceptions, then the Subcontractor may provide information to establish that the modification would not change the Subcontract or First-tier Subcontract from a Subcontract or First-tier Subcontract for the acquisition of a commercial item to a Subcontract or First-tier Subcontract for the acquisition of an item other than a commercial item.

(C) The Offeror/Subcontractor grants JPL or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Offeror's/Subcontractor's determination of the prices to be offered in the catalog or marketplace.

(b) First-tier Subcontractor Cost or Pricing Data.

- (1) Before awarding any First-tier Subcontract expected to exceed \$550,000 when entered into, or before pricing any First-tier Subcontract modification involving a pricing adjustment expected to exceed \$550,000, the Subcontractor shall require the First-tier Subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless the First-tier Subcontract or modification is eligible for an exception listed in paragraph (a), above.
- (2) The requirement for obtaining certified cost or pricing data with respect to any First-tier Subcontract change or other modification does not apply to any First-tier Subcontract change or modification, at any tier, where this Subcontract is a firm fixed-price or firm fixed-price with escalation Subcontract unless such change or other modification results from a Subcontract change or other modification to this Subcontract, nor does it apply to a First-tier Subcontract change or other modification, at any tier, where this Subcontract is not firm fixed-price or firm fixed-price with escalation, unless the price for such change or modification becomes reimbursable under this Subcontract.
- (3) The Subcontractor shall require the First-tier Subcontractor to certify in substantially the form prescribed in FAR Part 15, and any corresponding implementing or supplementing provisions in the NFS, that, to the best of its knowledge and belief, the data submitted under subparagraph (b)(1) above were accurate, complete, and current as of the date of agreement on the negotiated price of the First-tier Subcontract or First-tier Subcontract modification.
- (4) In each First-tier Subcontract that exceeds \$550,000 when entered into, the Subcontractor shall insert either:
 - (A) The substance of this Article, including this paragraph (4), if paragraph (b)(1) above requires submission of cost or pricing data for the First-tier Subcontract; or
 - (B) The substance of the clause at FAR 52.215-13, "Subcontractor Cost or Pricing Data - Modifications," including any corresponding implementing or supplementing provisions in the NFS.

(c) Price Reduction for Defective Cost or Pricing Data.

- (1) If any price, including profit or fee, negotiated in connection with this Subcontract, or any cost reimbursable under this Subcontract, was increased by any significant amount because (i) the Subcontractor or a First-tier Subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (ii) a First-tier Subcontractor or prospective First-tier Subcontractor furnished the Subcontractor cost or pricing data that were not complete, accurate, and current as certified in the Subcontractor's Certificate of Current Cost or Pricing Data, or (iii) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the Subcontract shall be modified to reflect the reduction.
- (2) Any reduction in the Subcontract price under paragraph (1) above due to defective data from a prospective First-tier Subcontractor that was not subsequently awarded the First-tier Subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (i) the actual First-tier Subcontract or (ii) the

actual cost to the Subcontractor, if there was no First-tier Subcontract, was less than the prospective First-tier Subcontract cost estimate submitted by the Subcontractor; provided, that the actual First-tier Subcontract price was not itself affected by defective cost or pricing data.

(3)

(A) If the Contracting Officer determines under paragraph (1) of this Article that a price or cost reduction should be made, the Subcontractor agrees not to raise the following matters as a defense:

- (i) The Subcontractor or First-tier Subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the Subcontract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.
- (ii) The Institute should have known that the cost or pricing data in issue were defective even though the Subcontractor or First-tier Subcontractor took no affirmative action to bring the character of the data to the attention of JPL.
- (iii) The Subcontract was based on an agreement about the total cost of the Subcontract and there was no agreement about the cost of each item procured under the Subcontract.
- (iv) The Subcontractor or First-tier Subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(B)

(i) Except as prohibited by subdivision (c)(3)(B)(ii) of this Article, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a Subcontract price reduction if:

- a. The Subcontractor certifies to the Contracting Officer that, to the best of the Subcontractor's knowledge and belief, the Subcontractor is entitled to the offset in the amount requested; and
- b. The Subcontractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data and that the data were not submitted before such date.

(ii) An offset shall not be allowed if:

- a. The understated data were known by the Subcontractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data or The understated data was known by the Subcontractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or
- b. The Government proves that the facts demonstrate that the Subcontract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(4) In the event of a disagreement between the Contracting Officer and the Subcontractor with respect to a question of fact involved in the Contracting Officer's determination to reduce the price of this Subcontract, the Subcontractor may, subject to the prior approval of the Institute, which approval will not be unreasonably withheld, process such disagreement as a dispute to the extent that it may be entitled to do so under the provisions of the Prime Contract.

(d) If any reduction in the Subcontract price under this Article reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Subcontractor shall be liable to and shall indemnify the Institute for costs incurred by the Institute involved in repayments to the Government resulting from the Subcontractor's defective pricing including:

- (1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Subcontractor to the date the Government is repaid by the Institute at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and A penalty equal to the amount of the overpayment, if the Subcontractor or First-tier Subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

TECHNICAL DIRECTION – COST TYPE

[CT, CREI – 09/04] [NFS 1852.242-70 – 09/03]]

- (a) Performance of the work under this Subcontract is subject to the written technical direction of the Contract Technical Manager (CTM). "Technical direction" means a directive to the Subcontractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Subcontractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements of this Subcontract.
- (b) The CTM does not have the authority to, and shall not, issue any instruction purporting to be technical direction that--
 - (1) Constitutes an assignment of additional work outside the statement of work;
 - (2) Constitutes a change as defined in the changes clause;
 - (3) Constitutes a basis for any increase or decrease in the total estimated Subcontract cost, the fixed fee (if any), or the time required for Subcontract performance;
 - (4) Changes any of the expressed terms, conditions, or specifications of the Subcontract; or
 - (5) Interferes with the Subcontractor's rights to perform the terms and conditions of the Subcontract.
- (c) All technical direction shall be issued in writing by the CTM.
- (d) The Subcontractor shall proceed promptly with the performance of technical direction duly issued by the CTM in the manner prescribed by this clause and within the CTM's authority. If, in the Subcontractor's opinion, any instruction or direction by the CTM falls within any of the categories defined in paragraph (b) of this clause, the Subcontractor shall not proceed but shall notify the JPL Subcontracts Manager in writing within 5 working days after receiving it and shall request the Subcontracts Manager to take action as described in this clause. Upon receiving this notification, the Subcontracts Manager shall either issue an appropriate Subcontract modification within a reasonable time or advise the Subcontractor in writing within 30 days that the instruction or direction is--
 - (1) Rescinded in its entirety; or
 - (2) Within the requirements of the Subcontract and does not constitute a change under the changes clause of the Subcontract, and that the Subcontractor should proceed promptly with its performance.
- (e) A failure of the Subcontractor and Subcontracts Manager to agree that the instruction or direction is both within the requirements of the Subcontract and does not constitute a change under the Changes Article, or a failure to agree upon the Subcontract actions to be taken with respect to the instruction or direction shall be subject to the Disputes Article of this Subcontract.
- (f) Any action(s) taken by the Subcontractor in response to any direction given by any person other than the Subcontracts Manager or the CTM shall be at the Subcontractor's risk.

TERMINATION FOR CONVENIENCE – CREI

[CREI – 09/04] [FAR 52.249-5 – 09/96]

- (a) JPL may terminate performance of work under this Subcontract in whole or, from time to time, in part, if JPL determines that a termination is in the interest of the Institute or the Government. JPL shall terminate by delivering to the Subcontractor a Notice of Termination specifying the extent of termination and the effective date.
- (b) After receipt of a Notice of Termination and except as directed by JPL, the Subcontractor shall immediately proceed with the following obligations:
 - (1) Stop work as specified in the notice.
 - (2) Place no further First-tier Subcontracts or orders (referred to as First-tier Subcontracts in this Article), except as necessary to complete the continued portion of the Subcontract.
 - (3) Terminate all applicable First-tier Subcontracts and cancel or divert applicable commitments covering personal services that extend beyond the effective date of termination.
 - (4) Assign to JPL, as directed by JPL, all right, title, and interest of the Subcontractor under the First-tier Subcontracts terminated, in which case JPL shall have the right to settle or pay any termination settlement proposal arising out of those terminations.

- (5) With approval or ratification to the extent required by JPL, settle all outstanding liabilities and termination settlement proposals arising from the termination of First-tier Subcontracts; approval or ratification will be final for purposes of this Article.
 - (6) Transfer title (if not already transferred) and, as directed by JPL, deliver to JPL any information and items that, if the Subcontract had been completed, would have been required to be furnished, including (i) materials or equipment produced, in process, or acquired for the work terminated and (ii) completed or partially completed plans, drawings and information.
 - (7) Complete performance of the work not terminated.
 - (8) Take any action that may be necessary, or that JPL may direct, for the protection and preservation of the property related to this Subcontract that is in the possession of the Subcontractor and in which the Government has or may acquire an interest.
 - (9) Use its best efforts to sell, as directed or authorized by JPL, termination inventory other than that retained by JPL under subparagraph (6) above; provided, however, that the Subcontractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, JPL. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Institute under this Subcontract, credited to the price or cost of the work, or paid in any other manner directed by JPL.
- (c) The Subcontractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination unless extended in writing by the Contracting Officer upon written request of the Subcontractor within this 120-day period.
 - (d) After termination, the Subcontractor shall submit a final termination settlement proposal to JPL in the form and with the certification prescribed by JPL. The Subcontractor shall submit the proposal promptly but no later than six months from the effective date of termination unless extended in writing by JPL upon written request of the Subcontractor within this six-month period. If the Subcontractor fails to submit the termination settlement proposal within the time allowed, JPL may determine, on the basis of information available, the amount, if any, due the Subcontractor because of the termination and shall pay the amount determined.
 - (e) Subject to paragraph (d) above, the Subcontractor and JPL may agree upon the whole or any part of the amount to be paid because of the termination. This amount may include reasonable cancellation charges incurred by the Subcontractor and any reasonable loss on outstanding commitments for personal services that the Subcontractor is unable to cancel; provided that the Subcontractor exercised reasonable diligence in diverting such commitments to other operations. The Subcontract shall be amended and the Subcontractor paid the agreed amount.
 - (f) The cost principles and procedures in Subpart 31.3 of the FAR and any corresponding implementing or supplementing provisions in the NFS, in effect on the date of this Subcontract, shall govern all costs claimed, agreed to, or determined under this Article; however, if the Subcontractor is not an educational institution, and is a nonprofit organization under Office of Management and Budget (OMB) Circular A-122, "Cost Principles for Nonprofit Organizations," those cost principles in effect on the date of this Subcontract shall apply; provided, that if the Subcontractor is a nonprofit institution listed in Attachment C of OMB Circular A-122, the cost principles at FAR 31.2 and any corresponding implementing or supplementing provisions in the NFS, in effect on the date of this Subcontract, for commercial organizations shall apply to such Subcontractor.
 - (g) The Institute may, under the terms and conditions it prescribes, make partial payments against costs incurred by the Subcontractor for the terminated portion of this Subcontract, if the Institute believes the total of these payments will not exceed the amount to which the Subcontractor will be entitled.

TOXIC CHEMICAL RELEASE REPORTING

[CT, FP-NR&D, FP-R&D, T&MC, LH/T&M, FPC, CREI, A – E, RSA – 09/04] [FAR 52.223-14 – 10/00]

(This Article is applicable to all Subcontracts where the value of the Subcontract and all options at the time of award is expected to exceed \$100,000.)

By entering into this Subcontract, the Subcontractor agrees to abide by and accept all of the Terms and Conditions found in the Federal Acquisition Regulations (FAR) at 52.223-14.

TRANSFER OF TECHNICAL DATA UNDER SPACE STATION INTERNATIONAL AGREEMENTS

[CT, FP-NR&D, FP-R&D, T&MC, LH/T&M, FPC, CREI, A - E - 09/04FS 1852.227-87 - 04/89]

(This Article applies to Subcontracts and First-tier Subcontracts in support of Space Station program activities that may involve transfer of technical data subject to the International Traffic in Arms Regulations, 22 CFR parts 120 through 130, or the Export Administration Regulations (EAR), 15 CFR PARTS 730-799 in accordance with the NASA Export Control Program.)

- (a) In the cooperative Space Station Freedom Program, NASA has the authority to provide to the international partners all information necessary to implement the multilateral Space Station Intergovernmental Agreement and the Space Station Memoranda of Understanding. NASA is committed under these Space Station agreements to provide its international Space Station partners with certain technical data that are subject to the U.S. export control laws and regulations. NASA will have obtained any necessary approvals from the Department of State for the transfer of any such technical data. Space Station Subcontractors, acting as agents of NASA under the specific written direction of the Contracting Officer, or designated representative, require no other separate approval under the International Traffic in Arms Regulations (ITAR).
- (b) The Subcontractor agrees, when specifically directed in writing by the JPL Subcontracts Manager or an authorized JPL representative under this Subcontract, acting upon the written direction of the NASA Contracting Officer or designated representative, to transfer identified technical data to a named foreign recipient, in the manner directed. No export control marking should be affixed to the data unless so directed. If directed, the text of the marking to be affixed will be furnished by NASA through the JPL Subcontracts Manager or an authorized JPL representative under this Subcontract.
- (c) It should be emphasized that the transfer is limited solely to those technical data which NASA specifically identifies and directs the Subcontractor to transfer in accordance with paragraph (b), above, and that all other transfers of technical data to foreign entities are subject to the requirements of the U.S. export control laws and regulations.
- (d) Nothing contained in this Article affects the allocation of technical data rights between NASA and the Subcontractor or any First-tier Subcontractors as set forth in the "Rights in Data" Article of this Subcontract, nor the protection of any proprietary technical data that may be available to the Subcontractor or any First-tier Subcontractor under that Article.
- (e) The Subcontractor agrees to include this Article, including this paragraph (e), in all First-tier Subcontracts hereunder, appropriately modified to reflect the relationship of the parties.

USE OF RURAL AREA SMALL BUSINESSES

[CT, FP-NR&D, FP-R&D, T&MC, LH/T&M, FPC, CREI, RSA - 09/04FS 1852.219-74 - 09/90]

(Work performed outside the United States is exempt from the requirements of this Article.)

Incorporate by reference NFS 1852.219-74, Use of Rural Area Small Businesses.

UTILIZATION OF SMALL BUSINESS CONCERNS

[CT, CIS, FP-NR&D, FP-R&D, T&MC, LH/T&M, FPC, CREI, RSA - 09/04] [FAR 52.219-8 - 1/00]

(This Article is applicable when the Subcontract amount is expected to be over \$100,000, unless (i) a personal services Subcontract is contemplated, (ii) a commercial items or services Subcontract, or (iii) the Subcontract together with all its First-tier Subcontracts is to be performed entirely outside of any State, territory, or possession of the United States, the District of Columbia, and the Commonwealth of Puerto Rico.)

Incorporate by reference FAR 52.219-8, Utilization of Small Business Concerns.

MANAGEMENT OF GOVERNMENT PROPERTY IN THE POSSESSION OF SUBCONTRACTORS

- (a) Scope. This document prescribes the minimum requirements subcontractors must meet in establishing and maintaining control over Government property. It applies to subcontractors organized for profit and, except as otherwise noted, to nonprofit organizations. In order for the special requirements in this document governing nonprofit organizations to apply, the Subcontract must identify the Subcontractor as a nonprofit organization. If there is any inconsistency between this document and the terms of the Subcontract under which the Government property is provided, the terms of the Subcontract shall govern. JPL's Subcontractors are to respond to JPL as the prime contractor
- (b) Definitions.
- (1) "Accessory item," as used in this document, means an item that facilitates or enhances the operation of plant equipment but which is not essential for its operation.
 - (2) "Agency-peculiar property," as used in this document, means Government-owned personal property that is peculiar to the mission of NASA (formerly referred to as space property). It excludes Government material, special test equipment, special tooling, and facilities.
 - (3) "Auxiliary item," as used in this document, means an item without which the basic unit of plant equipment cannot operate.
 - (4) "Reportable equipment," as used in this document, means that plant equipment, special test equipment (including components), special tooling, and non-flight space property (including ground support equipment) which is (i) generally commercially available and used as a separate item or component of a system, (ii) is valued at \$1,000 or more, and (iii) is identifiable by a manufacturer and model number.
 - (5) "Subcontractor-acquired property," as used in this document, means property acquired or otherwise provided by the Subcontractor for performing a subcontract with JPL and to which the Government has title.
 - (6) "Custodial records," as used in this document, means written memoranda of any kind, such as requisitions, issue hand receipts, tool checks, and stock record books, used to control item issued from tool cribs, tool rooms, and stockrooms.
 - (7) "Discrepancies incident to shipment," as used in this document, means all deficiencies incident to shipment of Government property to or from a subcontractor's facility whereby differences exist between the property purported to have been shipped and property actually received. Such deficiencies included loss, damage, destruction, improper status and condition coding, errors in identity or classification, and improper consignment.
 - (8) "Facilities," as used in this document, means property used for production, maintenance, research, development, or testing. It includes plant equipment and real property. It does not include material, special test equipment, special tooling, or agency-peculiar property.
 - (9) "Government property," as used in this document, includes JPL-furnished Government-owned property and subcontractor-acquired property.

- (10) "Government-furnished property (GFP)," as used in this document, means JPL-furnished Government owned property in the possession of or directly acquired by the Government and subsequently made available by JPL to the subcontractor.
- (11) "Individual item record," as used in this document, means a separate card, form, document or specific line(s) of computer data used to account for one item of property.
- (12) "Material", as used in this document, means property that may be incorporated into or attached to a deliverable end item or that may be consumed or expended in performing a subcontract. It includes assemblies, components, parts, raw and processed materials, and small tools and supplies that may be consumed in normal use in performing a subcontract.
- (13) "Nonprofit organization," as used in this document, means any corporation, foundation, trust, or institution operated for scientific, educational, or medical purposes, which is not organized for profit, and from which no part of the net earnings inures to the benefit of any private shareholder or individual.
- (14) "Plant equipment," as used in this document, means personal property of a capital nature (including equipment, machine tools, test equipment, furniture, vehicles, and accessory and auxiliary items) for use in manufacturing supplies, in performing services, or for any administrative or general plant purpose. It does not include special tooling or special test equipment.
- (15) "Property Administrator," as used in this document, means an authorized representative of the Contracting Officer or an authorized representative of JPL assigned to administer the subcontract requirements and obligations relating to Government property.
- (16) "Real property," as used in this document, means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or plant equipment.
- (17) "Salvage," as used in this document, means property that, because of its worn, damaged, deteriorated, or incomplete condition or specialized nature, has no reasonable prospect of sale or use as serviceable property without major repairs, but has some value in excess of its scrap value.
- (18) "Scrap," as used in this document, means personal property that has no value except for its basic material content.
- (19) "Special test equipment," as used in this document, means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in performing a subcontract. It consists of items or assemblies of equipment that are interconnected and interdependent so as to become a new functional entity for special testing purposes. It does not include material, special tooling, facilities (except foundations and similar improvements necessary for installing special test equipment), and plant equipment items used for general plant testing purposes.
- (20) "Special tooling," as used in this document, means jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, all components of these items, and replacements of these items, which are of such a specialized nature that without substantial modification or alteration their use is limited to the development or production of particular supplies or parts thereof or to the performance of particular services. It does not include consumable property, material, special test equipment, facilities (except foundations and similar improvements necessary for installing special tooling), general or special machine tools, or similar capital items.

- (21) "Stock record," as used in this document, means a perpetual inventory record which shows by nomenclature the quantities of each item received and issued and the balance on hand.
- (22) "Utility distribution system," as used in this document, includes distribution and transmission lines, substations, or installed equipment forming an integral part of the system by which gas, water, steam, electricity, sewage, or other utility services are transmitted between the outside building or structure in which the services are used and the point of origin, disposal, or connection with some other system. It does not include communication services.
- (23) "Work-in-process," as used in this document, means material that has been released to manufacturing, engineering, design or other services under the subcontract and includes undelivered manufactured parts, assemblies, and products, either complete or incomplete.

(c) Subcontractor Responsibility.

- (1) The Subcontractor is directly responsible and accountable for all Government property in accordance with the provisions of this Subcontract. This includes Government property in the possession or control of a subcontractor. The Subcontractor shall establish and maintain a system in accordance with this document to control, protect, preserve, and maintain all Government property. This property control system shall be in writing unless the Property Administrator determines that maintaining a written system is unnecessary. The system shall be reviewed and, if satisfactory, approved in writing by the Property Administrator.
- (2) The Subcontractor shall maintain and make available the records required by this document and account for all Government property until relieved of that responsibility. The Subcontractor shall furnish all necessary data to substantiate any request for relief from responsibility.
- (3) (A) The Subcontractor shall be responsible for the control of Government property hereunder upon:
- (i) Delivery by JPL of GFP into its custody or control;
 - (ii) Delivery, when property is purchased by the Subcontractor and the Subcontract calls for reimbursement by JPL (this requirement does not alter or modify subcontractual requirements relating to passage of title).
 - (iii) Approval of its claim for reimbursement by JPL or upon issuance for use in Subcontract performance, whichever is earlier, of property withdrawn from Subcontractor-owned stores and charged directly to the Subcontract. This is not applicable to fixed-price subcontracts);
 - (iv) Acquisition by the Government of title to property pursuant to specific subcontractual provisions, or as a result of termination of a subcontract, or change orders issued under a subcontract. For purposes of property control, such property shall, unless otherwise provided by the Subcontract, be considered Government property upon acceptance of title by JPL.
- (B) Property to which the Government has acquired a lien or title solely as a result of advance, progress, or partial payments is not subject to the requirements of this document.
- (4) The Subcontractor shall require lower-tier subcontractors that are provided Government property under this Subcontract to comply with the requirements of this document. Procedures for assuring lower-tier subcontractor compliance shall be included in the Subcontractor's property control system.
- (5) If the Property Administrator finds any portion of the Subcontractor's property control system to be inadequate, the Subcontractor must take any necessary corrective action before the system can be

approved. If the Subcontractor and Property Administrator cannot agree regarding the adequacy of control and corrective action, the matter shall be referred to the Contracting Officer.

- (6) The Subcontractor shall promptly report all Government property in excess of the amounts needed to complete full performance under this Subcontract to JPL, Subcontract Property & Utilization Group.
 - (7) When unrecorded Government property is found, both the cause of the discrepancy and actions taken or needed to prevent recurrence shall be determined and reported to the Property Administrator and JPL, Subcontract Property & Utilization Group.
- (d) Discrepancies Incident to Shipment.
- (1) GFP. If overages, shortages, or damages are discovered upon receipt of GFP, the Subcontractor shall provide a statement of the condition and apparent causes to the Property Administrator and JPL, Subcontract Property & Utilization Group. Only that quantity of property actually received will be recorded on the official records.
 - (2) Subcontractor-acquired property. The Subcontractor shall take all actions necessary in adjusting overages, shortages, or damages in shipment of Subcontractor-acquired property from a vendor or supplier. However, when the shipment has moved by Government bill of lading and carrier liability is indicated, the Subcontractor shall report the discrepancy in accordance with paragraph (1) above.
- (e) The policy on the provision of Government property (both Government-furnished and subcontractor acquired) is prescribed in FAR 45.102 and NFS 18-45.102.
- (f) GFP. JPL will describe all GFP in the Subcontract Schedule or specifications, regardless of property category. Additional GFP must be described in a modification to the Subcontract. Furthermore, to obtain additional Government-furnished facilities, the Subcontractor must submit a written statement prescribed by FAR 45-302.1(a)(4) and any corresponding supplementing provisions of the NFS.
- (g) Subcontractor-Acquired Property. The acquisition (and fabrication) of Government property is subject to the following conditions, depending on category of property:
- (1) Reportable Equipment Not Otherwise Identified (unless for incorporation into flight qualified or flight monitoring deliverable end items).
 - (A) The Subcontractor shall provide JPL, at the earliest possible date, a detailed listing of requirements for screening of existing Government inventories. DD Form 1419, DOD Industrial Plant Equipment Requisition, will be prepared for each item of Reportable Equipment to be acquired and forwarded to JPL for screening of the NASA Equipment Management System and other Government-available-equipment list for each item required, at least 30 days prior to beginning fabrication of or placement of a purchase order or lower-tier subcontract for such equipment. In the event a certificate of non-availability is not received within such period, the Subcontractor may proceed to acquire the equipment or components, subject to any other applicable provisions of this Subcontract.
 - (B) Instructions for preparing the DD Form 1419 are contained in NFS 18-45.71032.
 - (C) For reporting property acquisitions, please complete the data elements identified in the Tagging Template, Exhibit 2.

- (2) Facilities.
 - (A) Prior JPL approval, if not already described in a subcontract Schedule as Subcontractor acquired.
 - (B) Submission of DD Form 1419, "DOD Industrial Plant Requisition," and return of Certificate of Nonavailability if it qualifies as Reportable Equipment.
 - (C) Submission of a written statement prescribed by FAR 45.302-1(a)(4) and any corresponding supplementing provisions of the NFS.
- (3) Material. If a subcontracts clause is part of the Subcontract, advance notification to JPL and JPL consent as may be required by that clause.
- (4) Agency Peculiar.
 - (A) If a subcontracts clause is part of the Subcontract, advance notification to JPL and JPL consent as may be required by that clause.
 - (B) Submission of DD Form 1419 and return of Certificate of Nonavailability if it (or any component) qualifies as Reportable Equipment.
- (5) Special tooling.
 - (A) If a "Subcontracts" clause is part of the Subcontract, advance notification to JPL and JPL consent as may be required by that clause.
 - (B) If a fixed-price subcontract, submission of the list to JPL within 60 days after delivery of the first production end items (or later as prescribed by JPL) unless already identified in the solicitation.
 - (C) Submission of DD Form 1419 and return of Certificate of Nonavailability if it (or any component) qualifies as Reportable Equipment.
- (6) Special test equipment.
 - (A) JPL approval 30 days in advance if not identified in the Subcontract (on negotiated procurements).
 - (B) Submission of DD Form 1419 and return of Certificate of Nonavailability if it (or any component) qualifies as Reportable Equipment.
- (h) Relief from Responsibility.
 - (1) Unless the Subcontract or JPL provides otherwise, the Subcontractor shall be relieved of property control responsibility for Government property by:
 - (A) Reasonable and proper consumption of property in the performance of the Subcontract as determined by the Government Property Administrator or JPL;

- (B) Retention by the Subcontractor, with the approval of JPL and the Contracting Officer, of property for which the Government has received consideration;
 - (C) The authorized sale of property, provided the proceeds are credited to the Subcontract amount or paid in such a manner as JPL and the Contracting Officer may direct;
 - (D) Shipment from the Subcontractor's plant, under JPL's and the Government's instructions, except when subcontractor or other location of the Subcontractor; or
 - (E) A determination by JPL and the Contracting Officer of the Subcontractor's liability for any property that is lost, damaged, destroyed, or consumed in excess of that normally anticipated in a manufacturing or processing operation, if:
 - (i) The determination is furnished to the Subcontractor in writing;
 - (ii) JPL is reimbursed where required by the determination; and
 - (iii) Property rendered unserviceable by damage is properly disposed of, and the determination is cross-referenced to the shipping or other documents evidencing disposal.
- (2) Nonprofit organizations are relieved of responsibility for Government property when title to the property is transferred to the Subcontractor.
- (i) Subcontractor's Liability.
- (1) Subject to the terms of the Subcontract and the circumstances surrounding the particular case, the Subcontractor may be liable for shortages, loss, damages, or destruction of Government property. The Subcontractor may also be liable when the use or consumption of Government property unreasonably exceeds the allowances provided for by the Subcontract, the bill of material, or other appropriate criteria.
 - (2) The Subcontractor shall report in writing all cases of loss, damage, or destruction of Government property in its possession or control to the Property Administrator and JPL as soon as such facts become known. A written report shall also be furnished when completed and accepted products or end items are lost, damaged, or destroyed while in the Subcontractor's possession or control.
 - (3) The Subcontractor shall require any of its lower-tier subcontractors possessing or controlling Government property accountable under the Subcontract to investigate and report all instances of loss, damage, or destruction of such property.
- (j) Records and Reports of Government Property.
- (1) The Subcontractor's property control records shall constitute the Government's and JPL's official property records for material and work-in-process (WIP) unless an exception has been authorized. For Reportable Property JPL will maintain the official property records. The Subcontractor shall establish and maintain adequate control records for all Government property, including property provided to and in the possession or control of a lower-tier subcontractor. The property control records specified in this section are the minimum required by the Government and JPL. Unless the Government Property Administrator or JPL directs otherwise, when a subcontractor has an approved property control system for Government property

provided under its own prime contracts, the Subcontractor shall use the records created and maintained under that system.

- (2) The Subcontractor's property control system shall provide financial accounts for Government-owned property in the Subcontractor's possession or control. The system shall be subject to internal control standards and be supported by property records for such property.
 - (3) Subcontractor records must identify all Government property and provide a complete, current, auditable record of all transactions. The records shall be safeguarded from tampering or destruction. Records shall be accessible to authorized Government and JPL personnel.
 - (4) Special tooling and special test equipment fabricated from materials that are the property of the Government shall be recorded as Government-owned immediately upon fabrication. Special tooling and special test equipment fabricated from materials that are the property of the Subcontractor shall be recorded as Government property at the time title passes to the Government upon acceptance by JPL.
 - (5) Property records of the type established for components acquired separately shall be used for serviceable components permanently removed from items of Government property as a result of modification.
 - (6) The Subcontractor's property control system shall contain a system or technique to locate any item of Government property within a reasonable period of time.
- (k) Basic Information. Unless summary records are used as authorized under paragraph (p)(1) below, the Subcontractor's property control records shall provide the following basic information for every item of Government property in the Subcontractor's possession, regardless of value (other sections in this document require additional information for specific categories of Government property):
- (1) The name, description (model number, manufacturer, serial number), National Stock Number (if furnished by the Government or available in the property control system) and property identification number;
 - (2) Acquisition date (Year Manufactured)
 - (3) Quantity received (or fabricated), issued, and on hand;
 - (4) Unit price (and unit of measure);
 - (5) This Subcontract or Purchase Order number;
 - (6) Location;
 - (7) Disposition; and
 - (8) Posting reference and date of transaction.

- (l) Records of Pricing Information.

(1) Requirement for unit prices.

- (A) The Subcontractor's property control system shall contain the unit price for each item of Government property except as provided in (2) below. When a subcontractor records the unit price of property on other than the quantitative inventory records, those supplementary records shall become part of the property records.
- (B) (Note: This paragraph (B) does not apply to nonprofit organizations.) The requirement that unit prices be contained in the official property records does not apply to those separate property records located at a subcontractor's sites and subcontractor plants; provided, that:
 - (i) Records maintained by the subcontractor at its primary site include unit prices; and
 - (ii) The subcontractor agrees to furnish actual or estimated unit prices to the secondary site or subcontractor as the need arises.
- (C) When definite information as to unit price cannot be obtained, reasonable estimates will be used.

(2) Determining unit price.

- (A) Subcontractor-acquired and subcontractor-fabricated property. Except for items fabricated by nonprofit organizations for research and development purposes, the unit price of subcontractor-acquired and subcontractor-fabricated property shall be determined in accordance with the system established by the Subcontractor in conformance with appropriately applied accounting principles as described in Section 31 of the FAR and any corresponding implementing or supplementing provisions in the NFS. Generally, separate unit prices should be applied to items of special tooling and special test equipment fabricated or acquired by the Subcontractor. However, if the Subcontractor's accounting system is acceptable, and if maintaining detailed cost records results in excessive accounting cost or is otherwise impracticable, group pricing may be used for special tooling, special test equipment, and work-in-process in accordance with the Subcontractor's acceptable cost accounting system. All processed material, fabricated parts, components, and assemblies charged to the Subcontractor's work-in-process inventory, including items in temporary storage while awaiting processing, may be considered as work-in-process for this purpose.
- (B) GFP. The Government or JPL shall determine and furnish to the Subcontractor the unit price of GFP. Transportation and installation costs shall not generally be considered as part of the unit price for this purpose. Normally, the unit price of Government-furnished property will be provided on the document covering shipment of the property to the Subcontractor. In the event the unit price is not provided on the document covering shipment of the property to the Subcontractor, the Subcontractor will request it from JPL.

(m) Records of Material.

- (1) General. All Government material furnished to the Subcontractor, as well as other material to which title has passed to the Government by reason of allocation from Subcontractor-owned stores or purchase by the Subcontractor for direct charge to a JPL subcontract, shall be recorded in accordance with the Subcontractor's approved property control system and the requirements of this section.
- (2) Consolidated stock record. When a subcontractor has more than one JPL subcontract under which Government material is provided, a consolidated record for materials may be authorized by the Property

Administrator, provided, the total quantity of any item is allocated to each subcontract by subcontract number and each requisition of material from subcontractor-owned stores is charged to the subcontract on which the material is to be used. The supporting document or issue slip shall show the subcontract number or equivalent code designation to which the issue is charged.

- (3) Custodial records. The Subcontractor shall maintain custodial records for tool crib items, guard force items, protective clothing, and other items issued to individuals for use in their work.
- (4) Use of receipt and issue documents. (Note: This paragraph (4) does not apply to nonprofit organizations.) The Property Administrator may authorize the Subcontractor to maintain, in lieu of stock records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of Government-provided material that is issued for immediate consumption and is not entered in the inventory as a matter of sound business practice. This method of control may be authorized for:
 - (A) Material charged through overhead, including but not limited to items used in manufacturing, maintenance, and office supplies;
 - (B) Material under research and development subcontracts;
 - (C) Lower-tier subcontracted or outside production items;
 - (D) Nonstock or special items (these items are considered to be those whose procurement cycle is irregular and infrequent);
 - (E) Items that are produced for direct charge to a subcontract, or are acquired and issued for installation upon receipt, and involve no spoilage; and
 - (F) Items issued from subcontractor-owned inventory direct to production or maintenance, etc.
- (5) Material issued directly upon receipt. (Note: This paragraph (5) applies only to nonprofit organizations.)
 - (A) Under fixed-price subcontracts, the Subcontractor's documents evidencing receipt and issue will be accepted as property control records for Government-furnished material issued directly by the Subcontractor upon receipt so as to be considered consumed under the Subcontract.
 - (B) Under cost-reimbursement subcontracts, Government invoices, subcontractor's purchase documents, or other evidence of acquisition and issue will be accepted as adequate property records for material furnished to or acquired by the Subcontractor and issued directly so as to be considered consumed under the Subcontract.
- (n) Records of Special Tooling and Special Test Equipment. (Note: The special tooling requirements of this section do not apply to nonprofit organizations except for paragraph.
 - (1) The Subcontractor's property control system shall provide the basic information listed in section (l) above regarding each item of Government-owned special tooling and special test equipment, including any general purpose test equipment incorporated as components in such a manner that removal and reuse may be feasible and economical.

- (2) If the Subcontractor uses group pricing of special tooling or special test equipment, as recognized in paragraph (m)(2) above, unit prices may be computed when required.
 - (3) In the case of special tooling acquired or fabricated by nonprofit organizations or furnished by JPL or the Government to nonprofit organizations for research and development, the Subcontract document will be accepted as adequate property control records.
 - (4) Records identifying special tooling and special test equipment shall include the identification number and item on which used.
 - (5) The Subcontractor shall, when specified by the Subcontract, identify and report special tooling and special test equipment by retention category (e.g., assembly tooling or critical tooling for spares or replacements).
- (o) Records of Plant Equipment.
- (1) The Subcontractor shall maintain individual item records for each item of plant equipment having a unit cost of \$5,000 or more. Summary stock records may be maintained for plant equipment costing less than \$5,000 per unit, except when the Property Administrator or JPL determines that individual item records are necessary for effective control, calibration, or maintenance.
 - (2) In addition to the information required in section (l) above, the Subcontractor's records of Government owned plant equipment, regardless of value, shall include:
 - (A) Federal Supply Code for the manufacturer (as listed in Cataloging Handbook H4-1 and H4-2) (available from the Superintendent of Documents, Government Printing Office (GPO), Washington, DC 20402);
 - (B) Federal Supply Classification (Cataloging Handbooks H2-1, H2-2, and H2-3) (available from GPO);
 - (C) The original manufacturer's model or part number.
 - (3) For each item of Government-owned plant equipment having a unit cost of \$5,000 or more, the Subcontractor shall, in addition to the requirements of (2) above, include:
 - (A) Serial number and year built (when available);
 - (B) Government identification/tag number; and
 - (C) Acquisition and disposition document references and dates.
 - (4) JPL may unilaterally determine that the information in paragraph (3)(A) and (B) above should be recorded in the property records for plant equipment costing less than \$5,000.
 - (5) Accessory and auxiliary equipment shall be recorded on the record of the associated item of plant equipment. If the accessory or auxiliary item is not attached to, a part of, or acquired for use with a specific item of plant equipment, it shall be recorded either in an individual item record or in a summary stock record. When accessory and auxiliary items are permanently separated from the basic item of plant equipment, the unit price of the basic item shall be appropriately reduced.

(p) Special Reports of Government Property (Reporting Reportable Equipment).

- (1) JPL requires that Subcontractor-acquired equipment as defined in (b)(4) above, "Reportable Equipment," be reported to JPL. Data elements identified in the Tagging Template [see Exhibit 2] shall be submitted (i) at the time of receipt and acceptance of accountability, and (ii) when major changes occur in the data initially submitted to JPL.
- (2) The Subcontractor shall report excess Government property to JPL utilizing Plant Clearance Automated Screening System (PCARSS) or Inventory Schedules (Standard Forms 1426-1434) when the property is no longer required for subcontract performance. (Reference paragraph (dd)(4)(A) of this form.)
- (3) Each year the Subcontractor will be provided a verification listing of property accountable to the Subcontract. At the direction of JPL, the Subcontractor shall verify the correctness of this listing or provide the necessary corrections.
- (4) Additional reports as may be required.

(q) Nonstandard Unique Equipment. For nonstandard unique equipment having a value of \$5,000 or more which is either fabricated by the Subcontractor or acquired from sources other than NASA or JPL, the Subcontractor shall provide the following information when such equipment becomes excess to the Subcontractor's needs:

- (1) Nomenclature;
- (2) Subcontractor-assigned identification number;
- (3) A brief functional description, include sketches, schematics, performance characteristics, operational manuals, etc., if available;
- (4) List of major components having a unit value of \$5,000 or more; and
- (5) Cost.

(r) Records of Real Property.

- (1) The Subcontractor shall maintain an itemized record of the description, location, acquisition cost, and disposition of all Government real property (including unimproved real property); all alterations, all construction work, and sites connected with such alteration and construction, acquired by purchase, lease, or otherwise. These records, including maps, drawings, plans, specifications, and supplementary data where necessary, shall (i) be complete, (ii) show the original cost of the property and improvements and the cost of any changes and additions, and (iii) be appropriately indexed.
- (2) Costs incurred by the Subcontractor or JPL for new construction, including erection, installation, or assembly of real property in possession of the Subcontractor for JPL, shall be capitalized in the official Government real property records and financial accounts maintained by the Subcontractor for JPL.
- (3) Costs incurred for additions, expansions, extensions, conversions, alterations, and improvements, including applicable portions of capital maintenance, that increase the value, life, utility, capability, or serviceability of Government real property shall be capitalized.

- (4) Costs incurred for portable buildings or facilities specifically constructed for tests that involve destruction of the facility shall not be capitalized in the Government real property records or financial accounts.
 - (5) Costs incurred for maintenance, repair, or rearrangement to maintain the Government real property in good physical condition, utility, capacity, or serviceability shall be charged to expense, and the real property records shall not be affected.
 - (6) When Government-owned real property is sold, transferred, donated, destroyed by fire or other cause, abandoned-in-place, or condemned, the financial accounts shall be reduced by the presently recorded cost and the real property records annotated with a supporting statement, including pertinent facts.
- (s) Records of Scrap or Salvage.
- (1) The Subcontractor shall maintain records of all scrap or salvage generated, except as provided in section (bb) below. These records shall conform to the Subcontractor's established system of scrap and salvage control approved by the Property Administrator, who shall take into consideration the need for protecting the Government's and JPL's interest in the proration, disposition, and allocation of proceeds resulting therefrom.
 - (2) The Subcontractor's property control system shall provide the following information:
 - (A) Subcontract or purchase order number, if practical, from which the scrap or salvage derived;
 - (B) Nomenclature or description of salvable items or classification (material content) of scrap;
 - (C) Quantity on hand;
 - (D) Posting reference and date of transaction; and
 - (E) Disposition, including record of JPL authorization.
- (t) Records of Related Data and Information. The Subcontractor shall maintain property control and accountability, in accordance with sound business practice, of manufacturing or assembly drawings; installation, operation, repair, or maintenance instructions; and other similar information furnished to the Subcontractor by the Government or JPL or generated or acquired by the Subcontractor under the Subcontract and for which title vests in the Government. The requirements of this document do not otherwise apply to such property.
- (u) Records of Completed Products. The Subcontractor shall maintain a record of all completed products produced under a subcontract as follows:
- (1) When there is no time lapse between JPL inspection and acceptance of the completed products and shipment from the plant site, the records shall, as a minimum, consist of a summary of quantities accepted and shipped. When end items are accepted by JPL and stored with the Subcontractor awaiting shipment, the record shall identify quantities stored, location, and disposition action.
 - (2) On subcontracts that provide for the Subcontractor to retain completed products for further use under the Subcontract or other subcontracts, such items shall be considered "GFP" upon acceptance and shall be recorded as required by this section.
 - (3) When completed products are returned to a subcontractor under the terms of a warranty clause, the

subcontractor shall maintain, by subcontract, a record containing a description of the items involved, quantities received and returned to JPL, and other pertinent data necessary to determine that a proper accounting for all property has been made.

(v) Records of Transportation and Installation Costs of Plant Equipment. (Note: This section (w) does not apply to nonprofit organizations.)

(1) Transportation costs.

(A) The Subcontractor shall record within the property control system the transportation and installation costs directly borne by JPL for each item of Government-owned plant equipment with an acquisition cost of \$5,000 or more. The Contracting Officer through JPL may require the Subcontractor to provide such recorded costs for use in computing rental charges.

(B) If transportation costs are not included in the price of equipment delivered, the Subcontractor shall contact the Property Administrator or JPL for instructions for obtaining applicable freight data.

(2) Installation costs.

(A) When the Subcontractor performs installation, the cost shall be computed in accordance with the Subcontractor's accounting system (if the system is acceptable for other Subcontract cost determination purposes) and recorded in the property record.

(B) When installation is subcontracted, the Subcontractor shall record the cost paid to the subcontractor in the property record.

(C) When installation costs are included in the price of equipment delivered to the using location, the property records should be so annotated.

(w) Records of Misdirected Shipments. The Subcontractor's property control system shall provide the following information regarding each misdirected shipment of Government property received:

(1) Identity of shipment, such as shipping document or bill of lading;

(2) Origin of shipment;

(3) Content (items in the shipment) per shipping documents, if available;

(4) Location; and

(5) Disposition.

(x) Records of Property Returned for Rework.

(1) The Subcontractor shall maintain quantitative records of property returned for processing to assure control from time of receipt through return of the items to JPL. The Subcontractor shall establish item records under its property control system and shall include the information required in section (l) above.

- (2) The records shall specify the quantity of units returned to JPL and the quantity otherwise disposed of with proper authority.

(y) Reports of Government Property.

- (1) Submission of Reports. The Subcontractor shall submit a completed NASA Form 1018, "NASA Property in the Custody of Contractors" or equivalent (or negative report) annually to JPL. Failure to submit the report when due (date to be determined by JPL) may be deemed noncompliance with Subcontract requirements, and final payment may be withheld in accordance with the Article entitled "Allowable Cost and Payment."

Property classification. The Subcontractor's property control system shall be such as to provide annually the total acquisition cost of Government property for which the Subcontractor is accountable in the following classifications in accordance with instructions in NFS 18-45.71 and Procurement Information Circular (PIC) 04-12 <http://www.hq.nasa.gov/office/procurement/regs/pic04-12.html>

- (A) Land
- (B) Buildings
- (C) Other structures and facilities
- (D) Leasehold improvements
- (E) Construction in progress
- (F) Equipment
- (G) Special Tooling
- (H) Special Test Equipment
- (I) Material
- (J) Agency Peculiar Property
- (K) Subcontract Work -in -Process

- (2) The Subcontractor shall provide a completed Contractor-Held Asset Tracking System (CHATS) Report to JPL in accordance with Procurement Information Circular (PIC) 04-12 (<http://www.hq.nasa.gov/office/procurement/regs/pic04-12.html>). A template for this Report is located at <http://acquisition.jpl.nasa.gov/docs.htm>.

(z) Identification.

- (1) The Subcontractor shall identify, mark, and record all Government property promptly upon receipt, unless exempted by this section, and shall record assigned numbers on all applicable documents pertaining to the property control system. NASA NEMS tags shall be affixed to property as directed by JPL. Markings shall be removed or obliterated when Government property is sold, scrapped, or donated.

- (2) All Government material and plant equipment having an acquisition cost less than \$5,000 shall be identified as Government property except in those cases where:
 - (A) No material or plant equipment of the same type costing less than \$5,000 at the same location is owned by the Subcontractor or its employees.
 - (B) Adequate physical control is maintained over protective clothing, tool crib, guard force, and other items issued to individuals for use in their work;
 - (C) Property is of bulk type, or its general nature of packing or handling precludes adequate marking; or
 - (D) Property is commingled, as authorized by section (bb) below.
 - (3) In accordance with procedures approved by JPL, the Subcontractor shall mark Government-owned special tooling and special test equipment with a serial number and identification number and an indication of NASA ownership, including the recognition that JPL is responsible for funding and control of the property when appropriate. NASA NEMS tags shall be affixed to property as directed by JPL. If marking will damage the equipment or is otherwise impracticable, the Subcontractor shall promptly report the problem to the Property Administrator. The Subcontractor shall mark in a manner similar to plant equipment all components of special test equipment that have an acquisition cost of \$5,000 or more and are incorporated in a manner that makes removal and reutilization feasible and economical.
 - (4) The Subcontractor shall identify Government-owned plant equipment as such, unless (i) summary records are used as authorized under paragraph (p)(1) above, (ii) it is excluded under paragraph (aa)(2) above, or (iii) when the size or nature of the equipment makes identification impracticable. (Excepted items shall be entered and described on the equipment property record.) Property shall be identified by a legible, permanent, conspicuous, and tamper-proof method (e.g., decals, plates, stamping, etc.). Identification shall consist of a serial number and an indication of NASA ownership (unless already properly identified as NASA property). NASA NEMS tags shall be affixed to property as directed by JPL.
 - (5) Accessory or auxiliary equipment associated with a specific item of plant equipment and recorded on the property records need not be marked with an identification number, unless necessary to assure its return with the associated basic item.
- (aa) Segregation of Government Property. Government property shall be kept physically separate from Subcontractor-owned property. However, when advantageous to the Government or JPL and consistent with the Subcontractor's authority to use such property, the property may be commingled:
- (1) When the Government property is special tooling, special test equipment, or plant equipment clearly identified and recorded as Government property;
 - (2) When approved by the Property Administrator in connection with research and development subcontracts;
 - (3) When (i) scrap of a uniform nature is produced from both Government-owned and Subcontractor-owned material and physical segregation is impracticable, (ii) scrap produced from Government-owned material is insignificant in consideration of the cost of segregation and control, or (iii) Government contracts involved are fixed-price and provide for the retention of the scrap by the Subcontractor; or
 - (4) When otherwise approved by the Property Administrator.

- (bb) Physical Inventories. The Subcontractor shall periodically physically inventory all Government property (except materials issued from stock for manufacturing, research, design, or other services required by the Subcontract) in its possession or control and shall cause subcontractors to do likewise. Physical inventories consist of sighting, tagging or marking, describing, recording, reporting, and reconciling the property with the records. The Subcontractor, with the approval of JPL, shall establish the type, frequency, and procedures. Type and frequency of inventory should be based on the Subcontractor's established practices, the type and use of the Government property involved, or the amount of Government property involved and its monetary value, and the reliability of the Subcontractor's property control system. Type and frequency of physical inventories normally will not vary between subcontracts being performed by the Subcontractor, but may vary with the types of property being controlled. Personnel who perform the physical inventory shall not be the same individuals who maintain the property records or have custody of the property unless the Subcontractor's operation is too small to do otherwise. JPL subcontractors shall complete reconciliations of inventories described in this section (cc) with the official property records and shall submit reports to the Property Administrator within 30 days after the completion of an inventory. All instances of loss of property and discovery of unrecorded property shall be investigated by the Subcontractor to determine (i) the cause of the discrepancy and (ii) actions needed to prevent recurrence of the discrepancy. It may be determined by the Property Administrator that JPL will perform the physical inventory.
- (cc) Inventories upon Termination or Completion.
- (1) General. Immediately upon termination or completion of a subcontract, the Subcontractor shall perform and cause each lower-tier subcontractor to perform a physical inventory, adequate for disposal purposes, of all Government property applicable to the subcontract, unless the requirement is waived as provided in paragraph (2) below.
- (2) Exception. The requirement for physical inventory at the completion of a subcontract may be waived by the Property Administrator when the property is authorized for use on a follow-on subcontract; provided, that:
- (A) Experience has established the adequacy of property controls and an acceptable degree of inventory discrepancies; and
- (B) The Subcontractor provides a statement indicating that record balances have been transferred in lieu of preparing a formal inventory list and that the Subcontractor accepts responsibility and accountability for those balances under the terms of the follow-on subcontract.
- (3) Listings for disposal purposes. (Note: This paragraph (3) applies only to nonprofit organizations.)
- (A) Standard items that have been modified may be described on listings for disposal purposes as standard items with a general description of the modification.
- (B) Items that have been fabricated, such as test equipment, shall be described in sufficient detail to permit a potential user to determine whether they are of sufficient interest to warrant further inspection.
- (4) Preparation of inventory schedule or PCARSS notification.
- (A) Subsequent to termination or completion of this Subcontract, or determination that property is no longer required for subcontract performance, the Subcontractor shall prepare and submit to JPL PCARSS notification or appropriate inventory schedules as specified in FAR 45.606 and any corresponding supplementing provisions of the NFS (except that in FAR 45.606 the term "plant clearance officer" shall be deemed to mean "Property Administrator") which reflect all remaining

property purchased, fabricated, or constructed with Subcontract funds and/or property supplied to the Subcontractor by JPL for the performance of this Subcontract. The schedules will reflect an appropriate nomenclature, description, quantity, acquisition cost, FSC (Federal Supply Classification), and condition code for each item of property.

- (B) Inventory schedules shall be signed by an authorized representative of the Subcontractor, prior to submittal to JPL for disposal action.
 - (C) When no Government property has been furnished to or acquired by the Subcontractor under this subcontract, inventory schedules will not be required; instead, a properly completed Property Close-out Certificate, form JPL 0948 (see Exhibit 1), shall be submitted.
- (5) Disposition of residual property.
- (A) Upon submittal of four executed copies of the appropriate inventory schedules to JPL, screening and disposal action will be initiated. Additional copies of the appropriate inventory schedules shall be furnished upon request.
 - (B) Disposition of residual property shall be made in accordance with specific instructions furnished by the Plant Clearance Officer or the JPL Property Administrator.
- (6) A Property Close-out Certificate, JPL form 0948, or equivalent shall be completed, signed by the Subcontractor's authorized representative and returned to JPL prior to final payment being effected.
- (dd) Reporting Results of Inventories. The Subcontractor shall, as a minimum, submit the following to JPL promptly after completing the physical inventory:
- (1) A listing that identifies all discrepancies disclosed by a physical inventory;
 - (2) A signed statement that physical inventory of all or certain classes of Government property was completed on a given date and that the official property records were found to be in agreement except for discrepancies reported.
- (ee) Quantitative and Monetary Control. When requested by JPL, the Subcontractor's reports of results of physical inventory shall be prepared on a quantitative and monetary basis and segregated by categories of property.
- (ff) Care, Maintenance, and Use. The Subcontractor shall be responsible for the proper care, maintenance, and use of Government property in its possession or control from the time of receipt until properly relieved of responsibility, in accordance with sound industrial practice and the terms of the Subcontract. The removal of Government property to storage, or its contemplated transfer, does not relieve the Subcontractor of these responsibilities.
- (gg) Subcontractor's Maintenance Program.
- (1) Consistent with the terms of the Subcontract, the Subcontractor's maintenance program shall provide for:
 - (A) Disclosure of need for and the performance of preventive maintenance;

- (B) Disclosure and reporting of need for capital rehabilitation; and
 - (C) Recording of work accomplished under the program.
- (2) Preventive maintenance is maintenance performed on a regularly scheduled basis to prevent the occurrence of defects and to detect and correct minor defects before they result in serious consequences. An effective preventive maintenance program shall include at least:
- (A) Inspection of buildings at periodic intervals to assure detection of deterioration and the need for repairs;
 - (B) Inspection of plant equipment at periodic intervals to assure detection of maladjustment, wear, or impending breakdown;
 - (C) Regular lubrication of bearings and moving parts in accordance with a lubrication plan;
 - (D) Adjustments for wear, repair, or replacement of worn or damaged parts and the elimination of causes of deterioration;
 - (E) Removal of sludge, chips, and cutting oils from equipment that will not be used for a period of time;
 - (F) Taking necessary precautions to prevent deterioration caused by contamination, corrosion, and other substances; and
 - (G) Proper storage and preservation of accessories and special tools furnished with an item of plant equipment but not regularly used with it.
- (3) The Subcontractor's maintenance program shall provide for disclosing and reporting the need for major repair, replacement, and other capital rehabilitation work for Government property in its possession or control.
- (hh) Use of Government Property. The Subcontractor's procedures shall be in writing and adequate to assure that Government property will be used only for those purposes authorized in the Subcontract.
- (ii) Property in Possession of Subcontractors. The Subcontractor shall require any of its lower-tier subcontractors possessing or controlling Government property to adequately care for and maintain that property and assure that it is used only as authorized by the Subcontract. The Subcontractor's approved property control system shall include procedures necessary for accomplishing this responsibility.
- (jj) Shipment of Government Property. Copies of DD Form 1149 or comparable documents shall be forwarded to the JPL Property Administrator upon shipment.
- (kk) Audit of Property Control System. The Subcontractor's Government property control system may be audited by the Government or JPL as frequently as conditions warrant. These audits may take place at any time during Subcontract performance, upon Subcontract completion or termination, or at any time thereafter during the period the Subcontractor is required to retain such records. The Subcontractor shall make all such records and related correspondence available to the auditors.

EXHIBIT 1

Jet Propulsion Laboratory

California Institute of Technology
4800 Oak Grove Drive
Pasadena, California 91109-8099

(818) 354-4321

PROPERTY CLOSE-OUT CERTIFICATE

The undersigned Contractor, having completed the work called for by Contract No. _____
dated _____, with the California Institute of Technology, Jet Propulsion
Laboratory, certifies that:

(check one, as appropriate)

All Government property (as defined in FAR 45.101) has been disposed of by the Contractor and its subcontractors, in accordance with the terms of the Contract.

No Government property was furnished to or acquired by the Contractor or its subcontractors.

Contractor

Authorized Representative Signature

Date

Title

JPL Tagging Template

for Acquired/Fabricated Property

Exhibit 2

Item	Description	Manufacturer (If fabricated, identify company made by)	Model # (Use model or part number)	Serial #	Cost (Provide acquisition cost)	PO # (Use contract number)	Date In Service (DD-Month- Yr)	FSC (If Known)	JPL Project/Task (Use Project and Task assigned to contract)	Property Type (Identify weather equipment, special test, special tooling or agency peculiar property)

Jet Propulsion Laboratory
California Institute of Technology
4800 Oak Grove Drive
Pasadena, California 91109-8099
(818) 354-4321

RELEASE OF INFORMATION

This Subcontract with the Jet Propulsion Laboratory (JPL) constitutes a First-tier Subcontract under a prime contract between the California Institute of Technology and the National Aeronautics and Space Administration (NASA). It is NASA's policy to provide the widest practical dissemination of information on all of its activities. Since 90% of NASA's research and development effort is performed by private industry, Subcontractors and First-tier Subcontractors have played a large role in this process.

In accordance with this policy, the Subcontractor may want to issue press releases or plan publicity and advertising from time to time, and the Subcontractor will be expected to respond to queries from information media.

Close coordination in all of these matters is required, and JPL requires that all materials (e.g., news and photo releases, exhibit copy, motion picture scripts, advertising copy) directly related to the Subcontractor's work with and for JPL be reviewed by JPL for technical accuracy prior to issuance or use.

To expedite this review, the Subcontractor shall send the materials to the JPL Media Relations Office, mail stop 186-120, stating the Subcontractor's deadlines and referencing this Subcontract number.

In the event this Subcontract is a cost-reimbursement type Subcontract, review by JPL shall not constitute approval for reimbursement of expenditures made in connection with publicity or advertising releases. Any such expenditures remain subject to applicable cost principles.

Nothing contained herein shall be deemed to change existing requirements relating to the release of classified information.



Jet Propulsion Laboratory
California Institute of Technology
4800 Oak Grove Drive
Pasadena, California 91109-8099
(818) 354-4321

NOTIFICATION TO PROSPECTIVE SUBCONTRACTORS OF JPL'S ETHICS POLICIES AND ANTI-KICKBACK HOT LINE

JPL is committed to conducting its business in accordance with the highest standards of ethics and integrity. In this regard, we have an on-going orientation and training program to assure that every JPL employee is aware of this commitment and their individual responsibility for compliance. We must rely on the personal integrity of our employees and the integrity and cooperation of our suppliers and Subcontractors to make sure that these high standards are maintained.

The policies that implement our standards of business conduct state clearly that no employee may solicit or accept any "kickback," gift, gratuity, entertainment, compensation, or favors of any kind from any supplier/Subcontractor or prospective supplier/Subcontractor to JPL. Our policies make it clear that these standards not only apply to procurement personnel but also to employees in all functions and at all levels.

The purpose of this letter is to make sure that you and your employees are aware of our policies, and that together we can achieve and maintain excellence in the conduct of our business relationships.

In the unlikely event that any JPL employee ever attempts to solicit a "kickback," please notify us immediately. JPL has established an Anti-Kickback Hot Line number, (818) 354-9999. Please feel free to call this number collect. The information you provide will be handled with confidentiality, investigated thoroughly, and appropriate action taken.

Thank you for your cooperation and support in this important matter.

VESTING OF PROPERTY WITH SUBCONTRACTOR

TO: _____, JPL Contract Technical Manager (CTM) Date _____

FROM: _____, Subcontracts Manager Mail Stop _____ Ext. _____

REFERENCE: Subcontract No. _____ with _____ (Subcontractor)

Please complete this form **only if title to property purchased by the Subcontractor**, under the referenced Subcontract, **is to vest with the Subcontractor**. Please return this completed form to the Subcontracts Manager. (Attach additional sheets, if necessary)

1. Items estimated to cost \$5,000 or less:

Property Description Cost	Estimated
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. Items estimated to cost more than \$5,000*:

Property Description Cost	Estimated
_____	_____
_____	_____
_____	_____
_____	_____

Rationale

I have no objection that title to the above described items vest with the Subcontractor.

CTM Concurrence: _____ Date: _____

*NMO Signature Approval: _____ Date: _____

** NASA Property Officer Signature Approval required for items that cost more than \$5,000*

Note to Subcontracts Manager:

Send completed form along with the approved form 1419 to the Property Office, M/S 111/130.



Certifications

(NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.)

I. CERTIFICATION OF NONSEGREGATED FACILITIES

- (a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.
- (b) By the submission of an offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the Subcontract.
- (c) By submission of the offer, the offeror further agrees that (except where it has obtained identical certifications from proposed First-tier Subcontractors for specific time periods) it will:
 - (1) Obtain identical certifications from proposed First-tier Subcontractors before the award of First-tier Subcontracts under which the First-tier Subcontractor will be subject to the Equal Opportunity clause;
 - (2) Retain such certifications in its files; and
 - (3) Forward this certification and the following notice to the proposed First-tier Subcontractors:

NOTICE TO PROSPECTIVE FIRST-TIER SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A Certificate of Nonsegregated Facilities must be submitted before the award of a First-tier Subcontract under which the First-tier Subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each First-tier Subcontractor for all First-tier Subcontracts during a period (i.e., quarterly, semi-annually, or annually).

- (d) By commencing performance of the Subcontract work, the selected Subcontractor certifies to the Nonsegregated Facilities provisions above.

II. CERTIFICATION OF ANTI-KICKBACK COMPLIANCE

(A Certification of Anti-Kickback Compliance must be submitted prior to award.)

By submission of an offer, the offeror certifies that it has read the General Provision entitled "Anti-Kickback Procedures," contained in the solicitation and that neither it nor any of its employees has performed or participated in any prohibited actions, as defined in that provision, relating to the award of the Subcontract. By commencing performance of the Subcontract work, the selected Subcontractor certifies to Anti-Kickback Compliance.

III. CERTIFICATION OF AMERICANS WITH DISABILITIES ACT COMPLIANCE

(The Subcontractor represents and certifies the following as part of its offer.)

By submission of an offer, the offeror certifies that it complies with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Subcontract. By commencing performance of the Subcontract work, the selected Subcontractor certifies to the Americans with Disabilities Act compliance.



**IV. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS
TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS**

(The following certification applies to all offers and awards in excess of \$100,000.)

- (a) The definitions and prohibitions contained in the General Provision Article "Limitation on Payments to Influence Certain Federal Transactions" are hereby incorporated by reference in paragraph (b) of this Certification.
- (b) By submission of an offer, the offeror certifies to the best of his or her knowledge and belief that on or after December 23, 1989:
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal Subcontract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal Subcontract, grant, loan, or cooperative agreement;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB Standard Form LLL, "Disclosure of Lobbying Activities," to the JPL Subcontracts Manager; and
 - (3) He or she will include the language of this Certification in all First-tier Subcontract awards at any tier and require that all recipients of First-tier Subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this Subcontract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to civil penalty of not less than \$20,000 and not more than \$100,000, for each such failure.

**V. CERTIFICATION OF FULL DISCLOSURE BY THE
SUBCONTRACTOR/OFFEROR REGARDING WHETHER IT ANTICIPATES
BEING OR IS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT BY
THE U.S. FEDERAL GOVERNMENT AT TIME OF AWARD**

(This certification applies to Subcontracts with a Subcontract value exceeding \$25,000.)

- (a) By submission of an offer, the offeror certifies that it has provided full disclosure in writing to JPL whether as of the anticipated time of award of any Subcontract resulting from the solicitation, it anticipates that it or its principals will be debarred, suspended, or proposed for debarment by the U.S. Federal Government.
- (b) By commencing performance of the Subcontract work, the selected Subcontractor certifies that it has made full disclosure to JPL in writing as to whether as of the time of award it or any of its principals is debarred, suspended, or proposed for debarment by the U. S. Federal Government. (see FAR 9.404 for information on the List of Parties Excluded from Procurement Programs).

VI. CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING

(This certification is required prior to award of a Subcontract with an estimated value, including any options, over \$100,000.)

- (a) Submission of this certification is a prerequisite for making or entering into this Subcontract imposed by Executive Order 12969, August 8, 1995.



(b) By submission of an offer, the offeror certifies that it has accepted and certifies to all the Terms and Conditions found in the Federal Acquisition Regulation (FAR) at 52.223-13.

**VII. CERTIFICATION REGARDING SUBCONTRACTOR REPRESENTATION BY
FORMER CALTECH/JPL EMPLOYEES**

(The Subcontractor represents and certifies the following as part of its offer.)

By submission of an offer, the offeror certifies that it has no previous JPL or Caltech employee involved in this procurement who has been gone from JPL for less than one year, who participated personally and substantially in the subject matter while working for JPL or Caltech, who was officially responsible for the subject matter while working for JPL or Caltech, and who owns or represents the proposer's organization.



ASBESTOS NOTIFICATION

The Jet Propulsion Laboratory is committed to providing a safe and healthy work environment for all personnel.

In the past several years, the Laboratory management, working through the JPL Safety Operations Section - Industrial Hygiene and Workers Compensation Group (SOS - IHWC) and the Facilities Division, has had an on-going program of asbestos identification and control. This program has included bulk sampling, air monitoring, and training for members of the Facilities and Maintenance staff.

Through this program, some of the buildings at JPL have been identified to contain friable sprayed-on fireproofing above the ceilings. At the Oak Grove site, these buildings include 167, 168, 169, 179, 180, 183, 186, 230, 238, 264 and 291, and at the Foothill site, buildings 502, 506 and 507. Asbestos may be present in other JPL buildings in other various forms, including, but not limited to: transite, thermal system insulation, roofing products, ceiling tiles, spray-applied acoustical ceiling, wall materials, and floor tiles/linoleum/mastic.

The majority of asbestos at JPL is located in restricted access areas, such as mechanical rooms, boiler rooms and attics. It is in generally good condition and does not pose a hazard during normal operations.

The SOS-IHAWC staff has taken numerous air samples in JPL buildings. Sampling results indicate that airborne asbestos levels in the buildings are well below regulatory limits and are lower than those found in industrial workplaces where adverse health effects have been observed. Fiber levels in JPL buildings are not significantly different than fiber levels found outside.

Asbestos-containing materials do not pose a health hazard, unless the fibers become airborne. Subcontractor maintenance/construction/renovation activity involving intentional or accidental contact with friable materials can release fibers; therefore, only authorized and properly trained personnel are permitted to perform work that may disturb asbestos materials.

General written procedures and handling restrictions have been provided to JPL and Subcontractor personnel. SOS-IHAWC must be given notification and, if deemed necessary, a written description of any asbestos-related work to be conducted in areas where asbestos may be present prior to the initiation of activities. The work to be performed will determine if these areas must be tested and cleared. SOS-IHAWC will review sampling results and documentation after completion of Subcontractor activities prior to occupancy.

Pursuant to the California Health and Safety Code (Chapter 10.4, Section 25915), each employee has the right to review all reports about surveys, bulk sampling and air sampling. These reports are available for review during normal business hours. Contact SOS-IHAWC at extension 4-1771 to review these documents or if there are any questions.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-7-a

Date: January 29, 2008

Subject: Surplus Property

Background: Education Code Section 81450 permits the Board of Trustees to declare District property as surplus if the property is not required for school purposes; is deemed to be unsatisfactory or not suitable for school use; or if it is being disposed of for the purposes of replacement. Education Code section 81452 permits surplus property to be sold at private sale, without advertising, if the total value of the property does not exceed \$5,000. The District has determined that the property on the attached list does not exceed the total value of \$5,000. To help defray disposal costs and to generate a nominal amount of revenue, the staff proposes that we consign the surplus property identified in the attachment to The Liquidation Company for disposal.

Recommended Action: It is recommended that the Board of Trustees by unanimous vote: (1) declare the property on the attached list to be surplus; (2) find that the property does not exceed the total value of \$5,000; and (3) authorize the property to be consigned to The Liquidation Company to be sold on behalf of the District.

James L. Buysse
Interim Chancellor

Prepared by: Bill J. Bogle, Jr.
District Controller

Surplus Property

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	CPU	650	17275209	-----
1	XEROX	PRINTER - LASERJET	PHAS5400	41258900	020662
1	GATEWAY	CPU	E4200	0011137931	012216
1	GATEWAY	CPU	E4200	0011137937	012184
1	GATEWAY	CPU	E4200	001137964	012222
1	GATEWAY	CPU	E3200	0013810895	013584
1	GATEWAY	LAPTOP	SOLO 5150	0015209553	013886
1	GATEWAY	CPU	E5200-800	0018224261	015113
1	GATEWAY	CPU	E3400	0020074207	020498
1	GATEWAY	CPU	E4400-733	0021442808	016804
1	GATEWAY	CPU	E4400	0021782919	017684
1	GATEWAY	CPU	E1400-850	0022355050	018107
1	GATEWAY	CPU	E1400-850	0022355052	018108
1	GATEWAY	CPU	E4400-SE	0022426905	017291
1	GATEWAY	CPU	E3400-SE	0022452458	017190
1	GATEWAY	CPU	E4600	0023835313	018213
1	GATEWAY	CPU	E4600-SE	0024628640	018310
1	GATEWAY	CPU	P4	0024874162	018425
1	GATEWAY	CPU	E4600	0025109985	018406
1	GATEWAY	CPU	E4600	0026518143	019320
1	GATEWAY	CPU	E4650	0026959317	019050
1	GATEWAY	MONITOR	EV700	17004A392767	014432
1	3COM	SWITCH COMPUTER	1000	17004a493100	010686
1	GATEWAY	MONITOR	EV910	19016B295962	016525
1	GATEWAY	MONITOR	EV910	19016B298784	016503
1	MICRO Q	CPU	800	1985BAA50014962	-----
1	DELL	CPU	XPS B800	1NL0701	016032
1	VIEWSONIC	MONITOR	E90	367040900539	026414
1	VIEWSONIC	MONITOR	E90	367040900548	026418
1	VIEWSONIC	MONITOR	E90	367040900629	026408
1	VIEWSONIC	MONITOR	E90	367040900640	026413
1	VIEWSONIC	MONITOR	E90	3670422300128	026415
1	DELL	CPU	XPS B800	4021701	016056
1	OKIDATA	PRINTER	395	5125DFMN	020819
1	DELL	CPU	XPS B800	9602701	016098
1	VIEWSONIC	MONITOR	Q95	9L11700790	018249
1	VIEWSONIC	MONITOR	Q95	9L11700872	018254
1	VIEWSONIC	MONITOR	Q95	9L13013282	018260
1	VIEWSONIC	MONITOR	Q95	9L13816125	019020
1	PHILIPS	MONITOR	170S4	BZ000346380127	023193
1	PHILIPS	MONITOR	170S4	BZ000346380235	023189
1	PHILIPS	MONITOR	170S4	BZ000346380256	023190
1	MACINTOSH	MONITOR	S.DISPLAY	CY0090KHGZC	015021
1	MACINTOSH	MONITOR	S.DISPLAY	CY0168CJGZC	016505
1	HP	PRINTER	JET II	JPBG100154	-----
1	HP	PRINTER - LASERJET	LJ4PLUS	KJ45670Q	020414
1	EMACHINE	MONITOR	EVIEW	M519B10916009	015147
1	GATEWAY	MONITOR	EV700	MIABJ4126146	013961
1	GATEWAY	MONITOR	EV700	MU17026C0370302	018468
1	GATEWAY	MONITOR	EV910	MU19003A0034628	018491
1	MACINTOSH	CPU	G3	MX125W65F	020299
1	GATEWAY	MONITOR	VX920	P008022304	017259

Surplus Property

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	MONITOR	VX920	P008022336	017258
1	MACINTOSH	CPU	G4	SG0043WWHNZ	014604
1	MACINTOSH	CPU	G4	SG004428HNZ	014601
1	MACINTOSH	CPU	G4	SG004459HNZ	014603
1	HP	MONITOR	91282A	THTBX06616	018372
1	GATEWAY	MONITOR	VX920	V9I043591	-----
1	MACINTOSH	CPU	G4	XB10803PK53	018355
1	MACINTOSH	CPU	G4	XB10803XK53	018364
1	MACINTOSH	CPU	G4	XB1170QYKXS	017409
1	MACINTOSH	CPU	G4	XB95170RHLA	014608

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-7-b

Date: January 29, 2008

Subject: 2008-2009 Nonresident Fees

Background: Education Code Section 76140 requires California community college districts to establish a nonresident tuition fee rate by Board action prior to February 1 each year for the succeeding academic year. The District has historically established its rate at the statewide average. For 2007-2008, the District's nonresident tuition fee rate is \$173 per unit. The statewide calculated average rate for 2008-2009 is \$181 per unit.

In addition, Education Code Section 76141 authorizes California community college districts to charge nonresident students who are both citizens and residents of a foreign country a capital outlay surcharge amount not to exceed the amount expended for capital outlay in the preceding year, divided by the total full-time equivalent students. The District's surcharge rate has been set at \$19 per unit for the past three years. Staff recommends that this rate remain unchanged for 2008-2009.

Recommended Action: It is recommended that the Board of Trustees adopt a nonresident tuition rate of \$181 per unit for 2008-2009; a capital outlay surcharge fee rate of \$19 per unit; and direct staff to promulgate these charges via the 2008-2009 catalog, schedule of classes, and other appropriate materials.

James L. Buysse
Interim Chancellor

Prepared by: Patricia A. Braymer
Interim Associate Vice Chancellor, Finance

California Community Colleges
 NONRESIDENT TUITION FEE WORKSHEET (EDUCATION CODE SECTION 76140)
 2008-09

	Statewide (Col. 1)	District (Col. 2)	10% or More Noncredit FTES (Col. 3)
A. Expense of Education for Base Year (2006-07 CCFS 311, Expenditures by Activity Report, AC 0100-6700, Cols: 1-3)	\$ <u>6,232,780,776</u>	\$ <u>139,326,211</u>	\$ _____
B. Annual Attendance FTES	<u>1,196,389</u>	<u>24,404</u>	\$ _____
C. Average Expense of Education per FTES (A ÷ B)	\$ <u>5210</u>	\$ <u>5,709</u>	\$ _____
D. US Consumer Price Index Factor (2 years)	x <u>1.04</u>	x <u>1.04</u>	x <u>1.04</u>
E. Average Cost per FTES for Tuition Year (C x D)	\$ <u>5418</u>	\$ <u>5937</u>	\$ _____
F. Average Per Unit Nonresident Cost:			
Semester-System Colleges (E ÷ 30) and/or	\$ <u>181</u>	\$ <u>198</u>	\$ _____
Quarter-System Colleges (E ÷ 45)	\$ <u>120</u>	\$ <u>132</u>	\$ _____

NOTES: "Annual Attendance FTES" includes all student contact hours of attendance in credit and noncredit courses, for resident students, nonresident students and apprentices. Round tuition fee to the nearest dollar. Column 3 is an option only for use by a district with ten percent or more noncredit FTES (Education Code Section 76140(e)).

The district governing board at its January 29, 2008 meeting, adopted a nonresident tuition fee of \$181 per semester unit and/or \$ _____ per quarter unit. Basis for adoption is (place an X in one box only):

- 1. Statewide average cost, per column 1;
- 2. District average cost, per column 2;
- 3. District average cost with 10% or more noncredit FTES, per column 3;
- 4. Contiguous district. ***Specify district and its fee _____;*
- 5. No more than district average cost (Col.2 or 3); no less than statewide average cost (Col. 1).

***A district may adopt a fee within the range of statewide average and district costs if there is a contiguous district with a fee within this range.*

For districts electing to charge a capital outlay fee to foreign students (Education Code 76141), compute this fee as follows:

- a. Capital Outlay for 2006-07 \$37,921,230
- b. FTES for 2006-07 24,404
- c. Capital outlay fee per unit (line a divided by line b) \$1,554
- d. Amount per semester unit (line c divided by 30) 52 or
- e. Amount per quarter unit (line 3 divided by 45) N/A
- f. Capital outlay fee approved by District Governing Board \$ 19

Upon adoption of fee, by *February 1, 2008* please submit a copy of this report to: California Community Colleges
 Fiscal Services Unit
 1102 Q Street, 4th Floor
 Sacramento, CA 95811-6511

District Riverside Community College District

Contact Person Patricia A. Braymer, Interim Associate Vice Chancellor, Finance

Phone Number & e-mail 951-222-8789 patti.braymer@rcc.edu Date: 1/29/08

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-7-c

Date: January 29, 2008

Subject: Signature Authorization

Background: Education Code Sections 81655, 85232 and 85233 specify that authorization can be given to designated District administrators to sign orders drawn on District funds and notices of employment. Attached is the Certification of Signatures form required to be filed with the Riverside County Office of Education to certify the authorization of the new Payroll Manager.

Recommended Action: It is recommended that the Board of Trustees authorize the removal of following District administrator from signing the listed documents:

Reyna Philp	Accounting Services Manager	Salary Placement Orders and Notices of Employment
-------------	--------------------------------	--

It is recommended that the Board of Trustees authorize the following District administrator to sign the listed documents:

Khaled Khalil	Payroll Manager	Salary Payment Orders and Notices of Employment
---------------	-----------------	--

James L. Buysse
Interim Chancellor

Prepared by: Patricia A. Braymer
Interim Associate Vice Chancellor, Finance

CERTIFICATION OF SIGNATURES

DISTRICT: Riverside Community College District Date of meeting: **January 29, 2008** I, **James L. Buysse**, Clerk/Secretary of the Board of Trustees certify that the signatures shown below in Column I are the verified signatures of the members of the governing board; verified signatures of personnel authorized to sign orders drawn on the funds of the school district appear in Column II, and verified signatures of personnel authorized to sign Notices of Employment appear in Column III. No person other than an officer or employee of the district can be authorized to sign orders. These certifications are made in accordance with the provisions of Education Code Sections 42632, 42633, 44843, 85232, and 85233. If those authorized to sign orders as shown in Column II are unable to do so, the law requires the signatures of the majority of the governing board. Attached is the board agenda authorizing the following signatures.

Signature of Clerk/Secretary of the Board of Trustees: _____ Date: **January 29, 2008**

SIGNATURES OF PERSONNEL AUTHORIZED TO SIGN WARRANT ORDERS AND ORDERS FOR SALARY PAYMENT

COLUMN II

COLUMN III

Khaled Khalil, Payroll Manager

Khaled Khalil, Payroll Manager

Number of signatures district requires on Orders for Salary Payment: 1 Number of signatures district requires for "B" Warrant Orders: 1

If the board has given special instructions for signing Warrant Orders, Orders for Salary Payment, or Notices of Employment, please attach a copy of the resolution to this form.

PLEASE CHECK:

____ Newly Elected Governing Board
____ Addition in Column II
____ Addition in Column III

____ Replacement in Column I
X Replacement in Column II
X Replacement in Column III

DFS#3350

PLEASE SUBMIT AN ORIGINAL AND FOUR COPIES

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-7-d

Date: January 29, 2008

Subject: Notice of Completion – Information Services Air Conditioning Project,
Riverside Campus

Background: On September 11, 2007, the Board of Trustees awarded a contract to HP Mechanical, for the Information Services Air Conditioning Project on the Riverside campus in the amount of \$33,900.

The Facilities Project Manager reports that the project is now complete.

Recommended Action: It is recommended that the Board of Trustees: 1) accept the Information Services Air Conditioning Project as complete; 2) approve the execution of the Notice of Completion (under Civil Code Section 3093 – Public Works) and; 3) authorize the Board President to sign the Notice.

James L. Buysse
Interim Chancellor

Prepared by: Becky Elam
Vice President Business Services,
Riverside Campus

Doretta Sowell
Purchasing Manager

RECORDING REQUESTED BY
 AND WHEN RECORDED MAIL TO:

Name
 Street
 Address
 City &
 State

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M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is _____
- The full address of the owner is _____

- The nature of the interest or estate of the owner is in fee.
(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
_____	_____
_____	_____
- A work of improvement on the property hereinafter described was completed on _____. The work done was:

- The name of the contractor, if any, for such work of improvement was _____
(If no contractor for work of improvement as a whole, insert "none") (Date of Contract)
- The property on which said work of improvement was completed is in the city of _____, County of _____, State of California, and is described as follows:

- The street address of said property is _____
(If no street address has been officially assigned, insert "none")

Dated: _____

 Signature of owner or corporate officer of owner
 named in paragraph 2 or his agent

VERIFICATION

I, the undersigned, say: I am the _____ the declarant of the foregoing
("President of," "Manager of," "A partner of," "Owner of," etc.)
 notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.
 I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20 _____, at _____, California.
(Date of signature) (City where signed)

(Personal signature of the individual who is swearing that the contents of the notice of completion are true)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-7-e

Date: January 29, 2008

Subject: Notice of Completion – Five Racquetball Courts Construction Project, Riverside Campus

Background: On February 22, 2005, the Board of Trustees awarded a contract to Bomel Construction, for the Five Racquetball Courts Construction Project on the Riverside campus in the amount of \$302,625.

The Facilities Project Manager reports that the project is complete.

Recommended Action: It is recommended that the Board of Trustees: 1) accept the Five Racquetball Courts Construction Project as complete; 2) approve the execution of the Notice of Completion (under Civil Code Section 3093 – Public Works) and; 3) authorize the Board President to sign the Notice.

James L. Buysse
Interim Chancellor

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

Doretta Sowell
Purchasing Manager

RECORDING REQUESTED BY
 AND WHEN RECORDED MAIL TO:

Name
 Street
 Address
 City &
 State

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

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- The full name of the owner is _____
- The full address of the owner is _____

- The nature of the interest or estate of the owner is in fee.
(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
_____	_____
_____	_____
- A work of improvement on the property hereinafter described was completed on _____. The work done was:

- The name of the contractor, if any, for such work of improvement was _____
(If no contractor for work of improvement as a whole, insert "none") (Date of Contract)
- The property on which said work of improvement was completed is in the city of _____, County of _____, State of California, and is described as follows:

- The street address of said property is _____
(If no street address has been officially assigned, insert "none")

Dated: _____

 Signature of owner or corporate officer of owner
 named in paragraph 2 or his agent

VERIFICATION

I, the undersigned, say: I am the _____ the declarant of the foregoing
("President of," "Manager of," "A partner of," "Owner of," etc.)
 notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.
 I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20 _____, at _____, California.
(Date of signature) (City where signed)

(Personal signature of the individual who is swearing that the contents of the notice of completion are true)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-7-f

Date: January 29, 2008

Subject: Notice of Completion – Arroyo Baseball Buildings Roofing Project,
Riverside Campus

Background: On September 11, 2007, the Board of Trustees awarded a contract to Best Incorporated, for the Arroyo Baseball Buildings Roofing Project on the Riverside campus in the amount of \$87,878.

A final change order request was submitted, which reduced the project total by \$779, bringing the total for the project to \$87,099.

The Facilities Project Manager reports that the project is complete.

Recommended Action: It is recommended that the Board of Trustees: 1) accept the Arroyo Baseball Buildings Roofing Project as complete; 2) approve the execution of the Notice of Completion (under Civil Code Section 3093 – Public Works) and; 3) authorize the Board President to sign the Notice.

James L. Buysse
Interim Chancellor

Prepared by: Becky Elam
Vice President Business Services,
Riverside Campus

Doretta Sowell
Purchasing Manager

RECORDING REQUESTED BY
 AND WHEN RECORDED MAIL TO:

Name
 Street
 Address
 City &
 State

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
						T:	CTY	UNI	

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is _____
- The full address of the owner is _____

- The nature of the interest or estate of the owner is in fee.
(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
_____	_____
_____	_____
- A work of improvement on the property hereinafter described was completed on _____. The work done was:

- The name of the contractor, if any, for such work of improvement was _____
(If no contractor for work of improvement as a whole, insert "none") (Date of Contract)
- The property on which said work of improvement was completed is in the city of _____, County of _____, State of California, and is described as follows:

- The street address of said property is _____
(If no street address has been officially assigned, insert "none")

Dated: _____

 Signature of owner or corporate officer of owner
 named in paragraph 2 or his agent

VERIFICATION

I, the undersigned, say: I am the _____ the declarant of the foregoing
("President of," "Manager of," "A partner of," "Owner of," etc.)
 notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.
 I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20 _____, at _____, California.
(Date of signature) (City where signed)

(Personal signature of the individual who is swearing that the contents of the notice of completion are true)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-B-1

Date: January 29, 2008

Subject: Monthly Financial Report

Background: The Financial Report provides summary financial information, by Resource, for the period July 1, 2007 through December 31, 2007. The report presents the current year adopted budget, revised budget and year-to-date actual financial activity along with prior year actual financial information for comparison purposes.

<u>General Funds</u>	<u>Page</u>
Resource 1000 – General Operating	1
Resource 1050 – Parking	2
Resource 1070 – Student Health Services	3
Resource 1080 – Community Education	4
Resource 1090 – Performance Riverside	5
Resource 1110 – Contractor-Operated Bookstore	6
Resource 1170 – Customized Solutions	7
Resource 1180 – Redevelopment Pass-Through	8
Resource 1190 – Grants and Categorical Programs	9
<u>Special Revenue Funds</u>	
Resource 3200 – Food Services	10
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Resource 4100 – State Construction & Scheduled Maintenance	12
Resource 4110 – Child Development Center Capital	13
Resource 4120 – Non-State Funded Capital Outlay Projects	14
Resource 4130 – La Sierra Capital	15
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RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-B-1

Date: January 29, 2008

Subject: Monthly Financial Report (continued)

Information Only.

James L. Buysse
Interim Chancellor

Prepared by: Bill J. Bogle, Jr.
District Controller

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2007**

Fund 11, Resource 1000 is the primary operating fund of the District. It is used to account for those transactions that, in general, cover the full scope of operations of the entire District. All transactions, expenditures and revenue are accounted for in the general operating resource unless there is a compelling reason to report them elsewhere. Revenues received by the district from state apportionments, county or local taxes are deposited in this resource.

Fund 11, Resource 1000 - General Operating - Unrestricted

	Prior Year Actuals 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 133,846,616	\$ 134,906,283	\$ 134,918,383	\$ 66,708,355
Intrafund Transfer from				
District Bookstore (Resource 1110)	380,000	150,000	150,000	75,000
Interfund Transfer from				
Self-Funded Equipment and Facility Projects (Resource 4150)	15,985	0	0	0
Total Revenues	<u>\$ 134,242,601</u>	<u>\$ 135,056,283</u>	<u>\$ 135,068,383</u>	<u>\$ 66,783,355</u>
Expenditures				
Academic Salaries	\$ 62,474,972	\$ 67,313,826	\$ 67,316,096	\$ 26,988,141
Classified Salaries	25,673,167	30,199,160	30,095,400	13,307,859
Employee Benefits	21,997,183	24,814,922	24,814,922	9,527,113
Materials & Supplies	2,037,221	2,416,905	2,452,204	1,154,677
Services	12,755,943	15,258,117	15,253,809	5,309,570
Capital Outlay	1,914,802	2,421,376	2,503,975	528,227
Intrafund Transfers to:				
DSP&S Program (Resource 1190)	588,641	665,157	665,157	332,578
Customized Solutions (Resource 1170)	0	173,470	173,470	0
Federal Work Study (Resource 1190)	171,948	176,859	176,859	47,653
Instr. Equipment Match (Resource 1190)	224,421	86,267	86,267	43,133
Performance Riverside (Resource 1090)	193,257	193,257	193,257	96,628
Interfund Transfer to:				
Resource 3300	220,000	240,000	240,000	120,000
Resource 6100	250,000	250,000	250,000	125,000
Total Expenditures	<u>\$ 128,501,555</u>	<u>\$ 144,209,316</u>	<u>\$ 144,221,416</u>	<u>\$ 57,580,579</u>
Revenues Over (Under) Expenditures	\$ 5,741,046	\$ (9,153,033)	\$ (9,153,033)	\$ 9,202,776
Beginning Fund Balance	<u>12,835,471</u>	<u>18,576,517</u>	<u>18,576,517</u>	<u>18,576,517</u>
Ending Fund Balance	<u>\$ 18,576,517</u>	<u>\$ 9,423,484</u>	<u>\$ 9,423,484</u>	<u>\$ 27,779,293</u>
Ending Cash Balance				<u>\$ 33,976,724</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2007**

Parking was created to capture the financial activities of the parking operations at each campus. The primary revenue source is parking permit fees. Parking also receives revenue from parking meters and parking citations. Expenditures are for 75% of the operational costs of College Safety and Police and 100% of capital outlay costs, such as parking lot lighting, that directly benefit parking operations.

Fund 12, Resource 1050 - Parking

	Prior Year Actuals <u>7-1-06 to 6-30-07</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,848,778	\$ 1,962,282	\$ 1,962,282	\$ 833,359
Expenditures				
Classified Salaries	\$ 1,332,798	\$ 1,149,907	\$ 1,139,557	\$ 525,788
Employee Benefits	378,658	317,474	317,474	118,110
Materials & Supplies	92,630	93,161	93,161	16,715
Services	293,834	332,003	342,353	102,600
Capital Outlay	192,055	60,000	60,000	15,858
Total Expenditures	\$ 2,289,975	\$ 1,952,545	\$ 1,952,545	\$ 779,071
Revenues Over (Under) Expenditures	\$ (441,197)	\$ 9,737	\$ 9,737	\$ 54,288
Beginning Fund Balance	604,625	163,428	163,428	163,428
Ending Fund Balance	\$ 163,428	\$ 173,165	\$ 173,165	\$ 217,716
Ending Cash Balance				\$ 236,559

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2007**

Student Health Services was established to account for the financial activities of the student health programs at each of the District's three campuses.

Fund 12, Resource 1070 - Student Health Services

	Prior Year Actuals 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,090,030	\$ 1,156,446	\$ 1,156,446	\$ 448,519
Expenditures				
Academic Salaries	\$ 131,399	\$ 157,227	\$ 157,227	\$ 61,767
Classified Salaries	347,404	588,770	570,235	194,671
Employee Benefits	92,610	170,913	170,913	45,376
Materials & Supplies	46,977	94,565	99,498	35,855
Services	160,429	193,187	206,789	60,893
Capital Outlay	53,561	60,078	60,078	6,532
Total Expenditures	\$ 832,380	\$ 1,264,740	\$ 1,264,740	\$ 405,094
Revenues Over (Under) Expenditures	\$ 257,650	\$ (108,294)	\$ (108,294)	\$ 43,425
Beginning Fund Balance	668,716	926,366	926,366	926,366
Ending Fund Balance	\$ 926,366	\$ 818,072	\$ 818,072	\$ 969,791
Ending Cash Balance				\$ 972,461

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2007**

Community Education was established to account for the financial activities of the Community Education Program which serves the community at large by providing not-for-credit classes for personal growth and enrichment.

Fund 11, Resource 1080 - Community Education

	Prior Year Actuals 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 825,193	\$ 907,710	\$ 907,710	\$ 433,578
Expenditures				
Academic Salaries	\$ 3,910	\$ 4,104	\$ 4,104	\$ 1,964
Classified Salaries	306,110	303,731	303,731	180,959
Employee Benefits	67,626	70,579	70,579	28,863
Materials & Supplies	8,774	12,500	12,500	5,069
Services	503,511	487,655	487,655	188,417
Capital Outlay	2,171	0	0	727
Total Expenditures	\$ 892,102	\$ 878,569	\$ 878,569	\$ 405,999
Revenues Over (Under) Expenditures	\$ (66,909)	\$ 29,141	\$ 29,141	\$ 27,579
Beginning Fund Balance	86,387	19,478	19,478	19,478
Ending Fund Balance	\$ 19,478	\$ 48,619	\$ 48,619	\$ 47,057
Ending Cash Balance				\$ 43,567

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2007**

Performance Riverside is used to record the revenues and expenditures associated with Performance Riverside activities.

Fund 11, Resource 1090 - Performance Riverside

	Prior Year Actuals 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 608,208	\$ 797,140	\$ 797,140	\$ 571,031
Intrafund Transfer from General Operating (Resource 1000)	193,257	193,257	193,257	96,628
Total Revenues	<u>\$ 801,465</u>	<u>\$ 990,397</u>	<u>\$ 990,397</u>	<u>\$ 667,659</u>
Expenditures				
Classified Salaries	\$ 274,193	\$ 329,455	\$ 329,455	\$ 156,299
Employee Benefits	95,048	104,681	104,681	40,957
Materials & Supplies	35,542	39,385	39,385	19,406
Services	473,748	497,060	497,060	273,485
Capital Outlay	1,525	3,000	3,000	2,558
Total Expenditures	<u>\$ 880,056</u>	<u>\$ 973,581</u>	<u>\$ 973,581</u>	<u>\$ 492,705</u>
Revenues Over (Under) Expenditures	\$ (78,591)	\$ 16,816	\$ 16,816	\$ 174,954
Beginning Fund Balance	<u>(658,193)</u>	<u>(736,784)</u>	<u>(736,784)</u>	<u>(736,784)</u>
Ending Fund Balance	<u>\$ (736,784)</u>	<u>\$ (719,968)</u>	<u>\$ (719,968)</u>	<u>\$ (561,830)</u>
Ending Cash Balance				<u>\$ (558,692)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2007**

Contractor-Operated Bookstore is used to record the revenues and expenditures associated with the District's contract with Barnes and Noble, Inc. to manage the District's bookstore operations.

Fund 11, Resource 1110 - Contractor-Operated Bookstore

	Prior Year Actuals 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 852,611	\$ 877,669	\$ 877,669	\$ 508,140
Expenditures				
Services	\$ 37,418	\$ 42,449	\$ 42,449	\$ 21,176
Interfund Transfer to				
Food Services (Resource 3200)	506,930	676,930	676,930	338,465
Intrafund Transfer to				
General Operating (Resource 1000)	380,000	150,000	150,000	75,000
Total Expenditures	\$ 924,348	\$ 869,379	\$ 869,379	\$ 434,641
Revenues Over (Under) Expenditures	\$ (71,737)	\$ 8,290	\$ 8,290	\$ 73,499
Beginning Fund Balance	108,464	36,727	36,727	36,727
Ending Fund Balance	\$ 36,727	\$ 45,017	\$ 45,017	\$ 110,226
Ending Cash Balance				\$ 110,226

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2007**

Customized Solutions is used to record the revenues and expenditures associated with customized training programs offered to local businesses and their employees.

Fund 11, Resource 1170 - Customized Solutions

	Prior Year Actuals 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 199,063	\$ 516,196	\$ 597,171	\$ 70,716
Intrafund Transfer from General Operating (Resource 1000)	0	173,470	173,470	0
Total Revenue	\$ 199,063	\$ 689,666	\$ 770,641	\$ 70,716
Expenditures				
Academic Salaries	\$ 400	\$ 2,100	\$ 2,100	\$ 400
Classified Salaries	128,177	98,609	98,609	49,213
Employee Benefits	40,833	33,340	33,340	13,489
Materials & Supplies	12,337	46,400	48,075	1,809
Services	130,549	344,538	423,838	77,719
Total Expenditures	\$ 312,296	\$ 524,987	\$ 605,962	\$ 142,630
Revenues Over (Under) Expenditures	\$ (113,233)	\$ 164,679	\$ 164,679	\$ (71,914)
Beginning Fund Balance	266,715	153,482	153,482	153,482
Ending Fund Balance	\$ 153,482	\$ 318,161	\$ 318,161	\$ 81,568
Ending Cash Balance				\$ 83,943

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2007**

Redevelopment Pass-Through receives a portion of tax increment revenues from various redevelopment projects within the boundaries of the District. Currently, expenditures are restricted to capital projects located in the redevelopment project areas generating the tax increment revenues.

Fund 12, Resource 1180 - Redevelopment Pass-Through

	Prior Year Actuals 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,255,302	\$ 1,318,000	\$ 1,318,000	\$ 93,655
Expenditures				
Services	\$ 143,664	\$ 156,300	\$ 156,300	\$ 78,228
Total Expenditures	\$ 143,664	\$ 156,300	\$ 156,300	\$ 78,228
Revenues Over (Under) Expenditures	\$ 1,111,638	\$ 1,161,700	\$ 1,161,700	\$ 15,427
Beginning Fund Balance	3,001,510	4,113,148	4,113,148	4,113,148
Ending Fund Balance	\$ 4,113,148	\$ 5,274,848	\$ 5,274,848	\$ 4,128,575
Ending Cash Balance				\$ 3,173,601

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2007**

Grants and Categorical Programs is used to account for financial activity for each of the District's grant and categorical programs.

Fund 12, Resource 1190 - Grants and Categorical Programs

	Prior Year Actuals 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 19,021,341	\$ 24,257,196	\$ 25,134,716	\$ 9,457,953
Intrafund Transfers from				
General Operating (Resource 1000)				
For DSP&S	588,641	665,157	665,157	332,578
For Federal Work Study	171,948	176,859	176,859	47,653
For Instructional Equipment	224,421	86,267	86,267	43,133
Total Revenues	<u>\$ 20,006,351</u>	<u>\$ 25,185,479</u>	<u>\$ 26,062,999</u>	<u>\$ 9,881,317</u>
Expenditures				
Academic Salaries	\$ 3,429,668	\$ 4,889,195	\$ 5,153,466	\$ 1,604,707
Classified Salaries	6,014,815	7,212,170	7,406,578	3,148,650
Employee Benefits	2,592,689	3,248,199	3,301,383	1,103,695
Materials & Supplies	1,676,172	2,112,016	2,198,168	352,355
Services	2,742,952	5,657,794	5,670,043	879,814
Capital Outlay	3,205,896	1,850,268	2,026,142	602,174
Scholarships	20,700	15,381	17,100	17,100
Student Grants (Financial, Book, Meal, Transportation)	323,459	200,456	290,119	175,397
Total Expenditures	<u>\$ 20,006,351</u>	<u>\$ 25,185,479</u>	<u>\$ 26,062,999</u>	<u>\$ 7,883,892</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 1,997,425
Beginning Fund Balance	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 1,997,425</u>
Ending Cash Balance				<u>\$ 1,136,460</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2007**

Food Services is used to account for the financial activities for all food service operations in District facilities, except for the Culinary Academy on Spruce Street. It is intended to be self-sustaining.

Fund 32, Resource 3200 - Food Services

	Prior Year Actuals 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 1,250,905	\$ 1,343,819	\$ 1,343,819	\$ 491,563
Interfund Transfers from Contractor-Operated Bookstore (Resource 1110)	<u>506,930</u>	<u>676,930</u>	<u>676,930</u>	<u>338,465</u>
Total Revenues	<u>\$ 1,757,835</u>	<u>\$ 2,020,749</u>	<u>\$ 2,020,749</u>	<u>\$ 830,028</u>
Expenditures				
Classified Salaries	\$ 663,563	\$ 702,807	\$ 702,807	\$ 291,652
Employee Benefits	246,878	263,962	263,962	95,073
Materials & Supplies	735,849	749,497	749,497	287,121
Services	232,540	285,693	285,693	109,176
Capital Outlay	<u>4,538</u>	<u>6,552</u>	<u>6,552</u>	<u>0</u>
Total Expenditures	<u>\$ 1,883,368</u>	<u>\$ 2,008,511</u>	<u>\$ 2,008,511</u>	<u>\$ 783,022</u>
Revenues Over (Under) Expenditures	\$ (125,533)	\$ 12,238	\$ 12,238	\$ 47,006
Beginning Fund Balance	<u>227,274</u>	<u>101,741</u>	<u>101,741</u>	<u>101,741</u>
Ending Fund Balance	<u>\$ 101,741</u>	<u>\$ 113,979</u>	<u>\$ 113,979</u>	<u>\$ 148,747</u>
Ending Cash Balance				<u>\$ 135,193</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2007**

Child Care was established to manage the finances of the District's Child Care Centers at all three campuses.

<u>Fund 33, Resource 3300 - Child Care</u>				
	Prior Year Actuals <u>7-1-06 to 6-30-07</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,251,149	\$ 1,333,101	\$ 1,333,101	\$ 687,732
Interfund Transfer from General Operating (Resource 1000)	<u>220,000</u>	<u>240,000</u>	<u>240,000</u>	<u>120,000</u>
Total Revenues	<u>\$ 1,471,149</u>	<u>\$ 1,573,101</u>	<u>\$ 1,573,101</u>	<u>\$ 807,732</u>
Expenditures				
Academic Salaries	\$ 964,852	\$ 995,896	\$ 995,896	\$ 461,574
Classified Salaries	168,604	227,414	227,414	92,693
Employee Benefits	200,179	217,084	217,084	82,324
Materials & Supplies	54,888	72,800	72,800	19,384
Services	56,013	84,740	84,740	32,486
Capital Outlay	<u>851</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures	<u>\$ 1,445,387</u>	<u>\$ 1,597,934</u>	<u>\$ 1,597,934</u>	<u>\$ 688,461</u>
Revenues Over (Under) Expenditures	\$ 25,762	\$ (24,833)	\$ (24,833)	\$ 119,271
Beginning Fund Balance	<u>99,379</u>	<u>125,141</u>	<u>125,141</u>	<u>125,141</u>
Ending Fund Balance	<u>\$ 125,141</u>	<u>\$ 100,308</u>	<u>\$ 100,308</u>	<u>\$ 244,412</u>
Ending Cash Balance				<u>\$ 250,950</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2007**

State Construction & Scheduled Maintenance was established to account for the financial activities of State-approved construction and maintenance projects. The funding sources are state funds and matching funds for Scheduled Maintenance from the District's General Obligation Bond Funded Capital Outlay Projects (Resource 4160).

Fund 41, Resource 4100 - State Construction & Scheduled Maintenance

	Prior Year Actuals 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 9,634,375	\$ 2,343,802	\$ 20,423,802	\$ 653,819
Intrafund Transfer from General Obligation Bond Funded Projects (Resource 4160)	292,528	252,824	252,824	252,824
Total Revenues	<u>\$ 9,926,903</u>	<u>\$ 2,596,626</u>	<u>\$ 20,676,626</u>	<u>\$ 906,643</u>
Expenditures				
Materials & Supplies	\$ 15,744	\$ 1,000	\$ 6,908	\$ 4,592
Services	0	0	71,280	0
Capital Outlay	8,830,025	4,319,546	22,322,358	943,606
Total Expenditures	<u>\$ 8,845,769</u>	<u>\$ 4,320,546</u>	<u>\$ 22,400,546</u>	<u>\$ 948,198</u>
Revenues Over (Under) Expenditures	\$ 1,081,134	\$ (1,723,920)	\$ (1,723,920)	\$ (41,555)
Beginning Fund Balance	642,786	1,723,920	1,723,920	1,723,920
Ending Fund Balance	<u>\$ 1,723,920</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 1,682,365</u>
Ending Cash Balance				<u>\$ 1,663,969</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2007**

Child Development Center Capital was established to account for the construction and expansion of the District's childcare facilities.

Fund 41, Resource 4110 - Child Development Center Capital

	Prior Year Actuals 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 2,189	\$ 1,000	\$ 1,000	\$ 677
Expenditures				
Capital Outlay	\$ 0	\$ 51,744	\$ 51,744	\$ 0
Total Expenditures	\$ 0	\$ 51,744	\$ 51,744	\$ 0
Revenues Over (Under) Expenditures	\$ 2,189	\$ (50,744)	\$ (50,744)	\$ 677
Beginning Fund Balance	48,555	50,744	50,744	50,744
Ending Fund Balance	<u>\$ 50,744</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 51,421</u>
Ending Cash Balance				<u>\$ 51,421</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
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 FOR THE PERIOD ENDED DECEMBER 31, 2007**

Non-State Funded Capital Outlay Projects was established to account for financial activities related to the acquisition or construction of major capital projects that are funded from non-state revenue sources.

Fund 41, Resource 4120 - Non-State Funded Capital Outlay Projects

	Prior Year Actuals 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 19,229	\$ 1,115,699	\$ 1,115,699	\$ 0
Expenditures				
Capital Outlay	\$ 19,206	\$ 1,115,676	\$ 1,115,676	\$ 0
Total Expenditures	\$ 19,206	\$ 1,115,676	\$ 1,115,676	\$ 0
Revenues Over (Under) Expenditures	\$ 23	\$ 23	\$ 23	\$ 0
Beginning Fund Balance	505	528	528	528
Ending Fund Balance	\$ 528	\$ 551	\$ 551	\$ 528
Ending Cash Balance				\$ (18,678)

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
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 FOR THE PERIOD ENDED DECEMBER 31, 2007**

La Sierra Capital is used to account for the revenues and expenses associated with the District's La Sierra Property.

Fund 41, Resource 4130 - La Sierra Capital

	Prior Year Actuals <u>7-1-06 to 6-30-07</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 510,264	\$ 546,800	\$ 546,800	\$ 141,162
Expenditures				
Services	\$ 794	\$ 7,500	\$ 7,500	\$ 270
Capital Outlay	<u>150,711</u>	<u>1,688,031</u>	<u>1,688,031</u>	<u>33,536</u>
Total Expenditures	<u>\$ 151,505</u>	<u>\$ 1,695,531</u>	<u>\$ 1,695,531</u>	<u>\$ 33,806</u>
Revenues Over (Under) Expenditures	\$ 358,759	\$ (1,148,731)	\$ (1,148,731)	\$ 107,356
Beginning Fund Balance	<u>11,181,686</u>	<u>11,540,445</u>	<u>11,540,445</u>	<u>11,540,445</u>
Ending Fund Balance	<u>\$ 11,540,445</u>	<u>\$ 10,391,714</u>	<u>\$ 10,391,714</u>	<u>\$ 11,647,801</u>
Ending Cash Balance				<u>\$ 10,692,827</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2007**

General Obligation Bond Funded Capital Outlay Projects was established to account for General Obligation Bond proceeds and financial activities related to Board approved Measure C projects.

Fund 41, Resource 4160 - General Obligation Bond Funded Capital Outlay Projects

	Prior Year Actuals 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,608,643	\$ 3,718,502	\$ 3,718,502	\$ 1,367,525
Proceeds from General Obligation Bond Series C	91,084,831	0	0	0
Total Revenues	<u>\$ 92,693,474</u>	<u>\$ 3,718,502</u>	<u>\$ 3,718,502</u>	<u>\$ 1,367,525</u>
Expenditures				
Classified Salaries	\$ 43,673	\$ 156,881	\$ 101,704	\$ 23,742
Employee Benefits	22,758	57,135	57,135	8,808
Materials & Supplies	20,567	12,987	12,987	16,320
Services	1,941,530	988,225	1,086,202	737,515
Capital Outlay	23,507,984	50,927,429	50,884,629	9,388,912
Intrafund Transfers to:				
State Construction (Resource 4100)	292,528	252,824	252,824	252,824
Total Expenditures	<u>\$ 25,829,040</u>	<u>\$ 52,395,481</u>	<u>\$ 52,395,481</u>	<u>\$ 10,428,121</u>
Revenues Over (Under) Expenditures	\$ 66,864,434	\$ (48,676,979)	\$ (48,676,979)	\$ (9,060,596)
Beginning Fund Balance	<u>34,171,504</u>	<u>101,035,938</u>	<u>101,035,938</u>	<u>101,035,938</u>
Ending Fund Balance	<u>\$ 101,035,938</u>	<u>\$ 52,358,959</u>	<u>\$ 52,358,959</u>	<u>\$ 91,975,342</u>
Ending Cash Balance				<u>\$ 92,494,157</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2007**

Health and Liability Self-Insurance is used to account for the revenues and expenditures of the District's health and liability self-insurance programs.

Fund 61, Resource 6100 - Health and Liability Self-Insurance

	Prior Year Actuals 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 4,671,242	\$ 4,559,785	\$ 4,559,785	\$ 2,631,443
Interfund transfer from				
General Operating (Resource 1000)	250,000	250,000	250,000	125,000
Total Revenue	\$ 4,921,242	\$ 4,809,785	\$ 4,809,785	\$ 2,756,443
Expenditures				
Classified Salaries	\$ 170,329	\$ 182,371	\$ 182,371	\$ 90,177
Employee Benefits	67,798	66,624	66,624	25,503
Materials & Supplies	4,311	7,400	7,400	1,370
Services	3,526,491	4,090,695	4,090,695	2,234,179
Capital Outlay	37,905	40,000	40,000	19,988
Total Expenditures	\$ 3,806,834	\$ 4,387,090	\$ 4,387,090	\$ 2,371,217
Revenues Over (Under) Expenditures	\$ 1,114,408	\$ 422,695	\$ 422,695	\$ 385,226
Beginning Fund Balance	1,925,421	3,039,829	3,039,829	3,039,829
Ending Fund Balance	\$ 3,039,829	\$ 3,462,524	\$ 3,462,524	\$ 3,425,055
Ending Cash Balance				\$ 4,830,341

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2007**

Workers' Compensation Self-Insurance is used to account for the revenues and expenditures of the District's workers compensation self-insurance program.

Fund 61, Resource 6110 - Workers' Compensation Self-Insurance

	Prior Year Actuals 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,448,826	\$ 1,494,087	\$ 1,494,087	\$ 657,094
Expenditures				
Classified Salaries	\$ 54,311	\$ 53,323	\$ 53,323	\$ 25,932
Employee Benefits	21,870	20,525	20,525	7,841
Materials & Supplies	154	620	620	0
Services	999,234	1,173,329	1,173,329	606,998
Capital Outlay	0	5,000	5,000	0
Total Expenditures	\$ 1,075,569	\$ 1,252,797	\$ 1,252,797	\$ 640,771
Revenues Over (Under) Expenditures	\$ 373,257	\$ 241,290	\$ 241,290	\$ 16,323
Beginning Fund Balance	306,185	679,442	679,442	679,442
Ending Fund Balance	\$ 679,442	\$ 920,732	\$ 920,732	\$ 695,765
Ending Cash Balance				\$ 2,125,395

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2007**

Associated Students of RCC is used to record the financial transactions of the student government, college clubs, and organizations of the district. Revenue includes student activity fees, interest income, pay phone commissions and athletic ticket sales.

Associated Students of RCC

	Prior Year Actuals 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 595,841	\$ 602,000	\$ 602,000	\$ 352,241
Expenditures				
Materials & Supplies	\$ 539,287	\$ 602,000	\$ 602,000	\$ 222,167
Total Expenditures	\$ 539,287	\$ 602,000	\$ 602,000	\$ 222,167
Revenues Over (Under) Expenditures	\$ 56,554	\$ 0	\$ 0	\$ 130,074
Beginning Fund Balance	1,033,629	1,090,183	1,090,183	1,090,183
Ending Fund Balance	\$ 1,090,183	\$ 1,090,183	\$ 1,090,183	\$ 1,220,257
Ending Cash Balance				\$ 2,265,632

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2007**

Student Financial Aid is used to record financial transactions for scholarships given to students from the federal Pell and FSEOG grant programs as well as the State's Cal Grant program.

	<u>Student Financial Aid</u>			
	Prior Year Actuals 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 13,680,879</u>	<u>\$ 15,785,679</u>	<u>\$ 15,785,679</u>	<u>\$ 8,335,631</u>
Expenditures				
Other				
Scholarships and Grant Reimbursements	<u>\$ 13,680,879</u>	<u>\$ 15,785,679</u>	<u>\$ 15,785,679</u>	<u>\$ 8,259,516</u>
Total Expenditures	<u>\$ 13,680,879</u>	<u>\$ 15,785,679</u>	<u>\$ 15,785,679</u>	<u>\$ 8,259,516</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 76,115
Beginning Fund Balance	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 76,115</u>
Ending Cash Balance				<u>\$ 85,127</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2007**

RCCD Development Corporation is used to account for financial transactions related to the development corporation. This corporation currently has very little activity but remains operational should the District need to use it for future transactions related to property development. Revenues consist of interest income. Expenses are for tax filing fees paid to the state.

RCCD Development Corporation

	Prior Year Actuals 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 11	\$ 0	\$ 0	\$ 4
Expenditures				
Services	\$ 20	\$ 0	\$ 0	\$ 0
Total Expenditures	\$ 20	\$ 0	\$ 0	\$ 0
Revenues Over (Under) Expenditures	\$ (9)	\$ 0	\$ 0	\$ 4
Beginning Fund Balance	16,253	16,244	16,244	16,244
Ending Fund Balance	\$ 16,244	\$ 16,244	\$ 16,244	\$ 16,248
Ending Cash Balance				\$ 16,248

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-B-2

Date: January 29, 2008

Subject: CCFS-311Q – Quarterly Financial Status Report for the Quarter Ended
December 31, 2007

Background: Education Code Section 84040 specifies that financial information be periodically reported to the California Community Colleges Board of Governors. To comply with this requirement, the District prepares Form CCFS-311Q – Quarterly Financial Status Report each fiscal quarter for submission to the Chancellor’s Office. The Chancellor’s Office has revised the CCFS-311Q format beginning the 1st Quarter of FY 2007/2008. The Revenue, Expenditure and Fund Balance are the Unrestricted Funds of the General Fund. However the Cash Balance reflects both Unrestricted and Restricted Funds.

The General Fund consists of the following:

Fund 11 – Unrestricted

- Resource 1000 – General Unrestricted
- Resource 1080 – Community Education
- Resource 1090 – Performance Riverside
- Resource 1110 – Bookstore (Contractor Operated)
- Resource 1170 – Customized Solutions

Fund 12 – Restricted

- Resource 1050 – Parking
- Resource 1070 – Student Health
- Resource 1180 – Redevelopment Pass-Through
- Resource 1190 – Grants and Categorical Programs

Information Only.

James L. Buysse
Interim Chancellor

Prepared by: Bill J. Bogle, Jr.
District Controller

CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q CERTIFY QUARTERLY DATA

District: (960) RIVERSIDE

Fiscal Year: 2007-2008

Quarter Ended: (Q2) Dec 31, 2007

Your Quarterly Data is Certified for this quarter.


Chief Business Officer

CBO Name: Aaron S. Brown

CBO Phone: 951-222-8041

CBO Signature: 
Date Signed: 1-16-08

Chief Executive Officer Name: James L. Buysse

CEO Signature: 
Date Signed: 1/16/08

Electronic Cert Date: 01/14/2008

District Contact Person

Name: Patricia A. Braymer

Title: Interim Associate Vice Chancellor,
Finance

Telephone: 951-222-8789

Fax: 951-222-8022

E-Mail: Patti.Braymer@ccc.edu

California Community Colleges, Chancellor's Office
1102 Q Street Sacramento, California 95814-6511
Send questions to Kuldeep Kaur, (916) 327-6818 kkaur@ccccc.edu

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**CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE**

**Quarterly Financial Status Report, CCFS-311Q
VIEW QUARTERLY DATA**

CHANGE THE PERIOD ▾

**Fiscal Year: 2007-2008
Quarter Ended: (Q2) Dec 31, 2007**

District: (960) RIVERSIDE

As of June 30 for the fiscal year specified

Actual 2004-05	Actual 2005-06	Actual 2006-07	Projected 2007-2008
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I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Actual 2004-05	Actual 2005-06	Actual 2006-07	Projected 2007-2008
A.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	106,405,524	119,560,718	136,328,169	138,091,473
A.2	Other Financing Sources (Object 8900)	880,941	-429,132	-965,504	-921,683
A.3	Total Unrestricted Revenue (A.1 + A.2)	107,286,465	119,131,586	135,362,665	137,169,790
B.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	100,774,630	118,163,127	128,975,161	144,936,967
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,146,930	1,076,930	976,930	1,166,930
B.3	Total Unrestricted Expenditures (B.1 + B.2)	101,921,560	119,240,057	129,952,091	146,103,897
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	5,364,905	-108,471	5,410,574	-8,934,107
D.	Fund Balance, Beginning	7,261,554	12,344,738	12,638,845	18,049,419
D.1	Prior Year Adjustments + (-)	-281,721	402,578	0	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	6,979,833	12,747,316	12,638,845	18,049,419
E.	Fund Balance, Ending (C. + D.2)	12,344,738	12,638,845	18,049,419	9,115,312
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	12.1%	10.6%	13.9%	6.2%

II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	24,666	26,258	23,967	27,766
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As of the specified quarter ended for each fiscal year

III. Total General Fund Cash Balance (Unrestricted and Restricted)

	2004-05	2005-06	2006-07	2007-2008
H.1 Cash, excluding borrowed funds				39,174,849
H.2 Cash, borrowed funds only				0
H.3 Total Cash (H.1 + H.2)	10,543,307	19,499,411	26,718,022	39,174,849

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
Revenues:					
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	137,998,398	138,091,473	68,286,703	49.5%
I.2	Other Financing Sources (Object 8900)	-921,683	-921,683	-418,247	45.4%
I.3	Total Unrestricted Revenue (I.1 + I.2)	137,076,715	137,169,790	67,868,456	49.5%
Expenditures:					
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	144,843,892	144,936,967	57,878,096	39.9%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,166,930	1,166,930	583,465	50%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	146,010,822	146,103,897	58,461,561	40%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	-8,934,107	-8,934,107	9,406,895	
L	Adjusted Fund Balance, Beginning	18,049,419	18,049,419	18,049,419	
L.1	Fund Balance, Ending (C. + L.2)	9,115,312	9,115,312	27,456,314	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	6.2%	6.2%		

V. Has the district settled any employee contracts during this quarter? **NO**

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Period Settled (Specify) YYYY-YY	Management	Academic	Permanent	Temporary	Classified

	Increase	% *	Increase	% *	Increase	% *	Increase	% *
a. SALARIES:								
Year 1:								
Year 2:								
Year 3:								
b. BENEFITS:								
Year 1:								
Year 2:								
Year 3:								

* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? **NO**

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed? **NO**
 This year? **NO**
 Next year? **NO**

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 GENERAL FUND REVENUE AND EXPENDITURE REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2007**

Cash Position - Unrestricted and Restricted

	<u>YTD Activity</u>
Beginning Cash, July 1, 2007	\$ 19,788,197
Net Change in Accounts Receivables	15,156,998
Net Change in Accounts Payables	(7,287,806)
Revenue and Other Financial Sources	79,125,306
Expenditures and Other Outgo	<u>(67,607,846)</u>
Ending Cash, December 31, 2007	<u>\$ 39,174,849</u>

Budget and Actual Activity - Unrestricted

	<u>Adopted Budget</u>	<u>Revised Budget</u>	<u>YTD Activity</u>
Revenues			
Federal	\$ 120,000	\$ 120,000	\$ 10,112
State	91,929,038	91,929,038	46,589,373
Local	<u>45,949,360</u>	<u>46,042,435</u>	<u>21,687,218</u>
Total Revenues	137,998,398	138,091,473	68,286,703
Other Financing Sources - Object 8900	<u>(921,683)</u>	<u>(921,683)</u>	<u>(418,247)</u>
Total Revenues	<u>137,076,715</u>	<u>137,169,790</u>	<u>67,868,456</u>
Expenditures			
Academic Salaries	\$ 67,320,030	\$ 67,322,300	\$ 26,990,504
Classified Salaries	30,930,955	30,827,195	13,694,330
Employee Benefits	25,023,522	25,023,522	9,610,422
Materials & Supplies	2,515,190	2,552,164	1,180,961
Services	16,629,819	16,704,811	5,870,367
Capital Outlay	<u>2,424,376</u>	<u>2,506,975</u>	<u>531,512</u>
Total Expenditures	144,843,892	144,936,967	57,878,096
Other Outgo - Objects 7100 - 7600	<u>1,166,930</u>	<u>1,166,930</u>	<u>583,465</u>
Total Expenditures and Other Outgo	<u>146,010,822</u>	<u>146,103,897</u>	<u>58,461,561</u>
Revenues Over (Under)			
Expenditures	(8,934,107)	(8,934,107)	9,406,895
Beginning Fund Balances	18,049,419	18,049,419	18,049,419
Ending Fund Balances	<u>\$ 9,115,312</u>	<u>\$ 9,115,312</u>	<u>\$ 27,456,314</u>
Contingency			
Unrestricted	\$ 8,215,312	\$ 8,215,312	\$ 26,556,314
Reserve	900,000	900,000	900,000
Total Contingency/Reserve	<u>\$ 9,115,312</u>	<u>\$ 9,115,312</u>	<u>\$ 27,456,314</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-B-3

Date: January 29, 2008

Subject: Measure C Project Commitments Summary Report

Background: Attached for the Board's review and information is a report on Measure C general obligation bond financial activity through the period ended December 31, 2007. The report presents financial information relative to each series issuance, as well as completed, in-progress, and proposed Measure C projects.

Information Only.

James L. Buysse
Interim Chancellor

Prepared by: Patricia A. Braymer
Interim Associate Vice Chancellor, Finance

Riverside Community College District
Measure C - Project Commitments Summary
December 31, 2007

Series A, Series B, Series A Refunding, Series 2007 C

Proceeds/Income

Series A and B Proceeds	\$	65,000,000	
Series A and B Premium		3,024,641	
Series A Refunding Premium		8,388,956	
Series 2007 C Proceeds		90,000,000	
Series 2007 C Premium		2,816,967	
FY 2004-2005 Interest Income		1,030,586	
FY 2005-2006 Interest Income		1,726,681	
FY 2006-2007 Interest Income		1,449,144	
FY 2006-2007 Energy Rebates - Utility Retrofit Project		159,498	
FY 2007-2008 Projected Interest Income		3,500,000	
FY 2007-2008 Projected Energy Rebates		<u>218,502</u>	
Total Proceeds/Income			177,314,975

Project Commitments / Proposed Projects

Completed Projects	\$	53,026,438	
In-Progress Projects		<u>72,206,564</u>	
Total Project Commitments			<u>125,233,002</u>
Uncommitted Balance - Measure C funds			<u>\$ 52,081,973</u>

**Riverside Community College District
Measure C - Project Commitments Summary
Through December 31, 2007**

Backup V-B-3
January 29, 2008
Page 2 of 5

Project	Project Funding Source					Actual Measure C Expenditures thru 12/31/07
	Board Approved Project Budgets	Future Projects - Additional Funding Needed	Actual and Projected State Funding	Total Estimated Project Funding		
Completed						
Certificates of Participation (1993 & 2001) - Refunding	\$ 12,492,085			\$ 12,492,085		\$ 12,492,085
Issuance Related Expenditures	4,860,905	-	-	4,860,905		17,352,990
Bridge Space	1,175,132	-	-	1,175,132		1,175,132
District Phone and Voicemail Upgrades	349,000	-	-	349,000		349,000
MLK Renovation	1,010,614	-	5,133,999 a	6,144,613		1,010,614
Room Renovations - Norco	100,020	-	-	100,020		100,019
Swing Space	4,273,734	-	-	4,273,734		4,273,734
Phase I - Wheelock PE Complex/Athletic Field	4,516,435	-	-	4,516,435		4,516,435
Phase I - Parking Structure - Riverside	20,949,896	-	-	20,949,896		20,939,874
ECS Secondary Effects - Moreno Valley	288,919	-	-	288,919		276,348
RCCD System Office Purchase	2,629,981	-	-	2,629,981		2,629,981
Emergency Phone Project	379,717	-	-	379,717		379,717
Total Completed Projects	\$ 53,026,438	\$ -	\$ 5,133,999	\$ 58,160,437		\$ 65,495,930
In-Progress or Initial Phase						
Phase II - Wheelock PE Complex	\$ 190,631	\$ -	\$ -	\$ 190,631		\$ 190,631
Physical/Life Science Secondary Effects	32,500	-	-	-		32,500
District Computer/Network/ System Upgrades	1,036,990	-	-	1,036,990		863,754
Quad Modernization	8,735,238	-	4,019,766 a	12,755,004		7,975,296
Phase III - Norco Industrial Technology Project	10,147,826	-	20,484,274 p	30,632,100		1,083,498
Phase III - MV/Student/Academic Services Facility Project	1,157,320	4,055,238	14,397,724 p	19,610,282		580,725
Innovative Learning Center	7,653,605	-	2,444,632 p	10,098,237		5,093,339
Nursing/Sciences Building - Riverside	5,082,686	9,454,314	57,572,000 p	72,109,000		2,084,624
Future Projects - Feasibility/Planning/Management	563,407	723,602	-	1,287,009		332,479
Scheduled Maintenance	885,427	-	258,825 s	1,144,252		885,427
Food Services Remodel - Riverside/Moreno Valley	2,539,685	-	-	2,539,685		103,676
Infrastructure Projects - Riverside/Norco/Moreno Valley	484,451	-	-	484,451		488,584
Hot Water Loop System & Boiler Repl. - Moreno Valley	891,296	-	-	891,296		615,646
Utility Retrofit Project	6,176,094	600,000	-	6,776,094		5,209,833
ECS Building Upgrade Project - Moreno Valley/Norco	625,327	-	-	625,327		56,907
Modular Redistribution Projects (All campuses and BCTC)	7,494,328	-	-	7,494,328		2,635,470
PBX/Network Operations Center - Riv/Norco/MoVal	625,550	4,144,450	-	4,770,000		247,663
Student Support Center - Norco	11,042,820	1,383,576	-	12,426,396		173,694
Logic Domain - Capital Project Management System	96,000	-	-	96,000		71,000
Long Range Master Plan - Riv/Norco/MoVal	1,460,384	-	-	1,460,384		1,260,073
Aquatics Center - Riverside	5,000,000	5,000,000 d	-	10,000,000		-
Soccer Field / Artificial Turf - Norco	285,000	1,835,000	-	2,120,000		-
Total In-Progress or Initial Phase Projects	\$ 72,206,564	\$ 27,196,180	\$ 99,177,221	\$ 198,547,465		\$ 29,984,819
Total Projects	\$ 125,233,002	\$ 27,196,180	\$ 104,311,220	\$ 256,707,902		\$ 95,480,748

a Actual State Construction Act Funding

p Projected State Construction Act Funding

s Actual State Scheduled Maintenance Funding Requiring District Match

d \$5,000,000 RCC; \$2,000,000 Riverside County; \$3,000,000 Riverside City; balance private donations

**Riverside Community College District
Measure C - Project Commitments Summary
Through December 31, 2007**

Backup V-B-3
January 29, 2008
Page 3 of 5

	<u>Future Projects - Additional Funding Needed</u>	<u>Actual and Projected State Funding</u>	<u>Total Estimated Project Funding</u>	<u>Actual Measure C Expenditures thru 12/31/07</u>
<u>Proposed Projects</u>				
ADA Compliance	\$ 6,360,000			
Phase II - Wheelock PE Complex - Gym/Stadium	9,986,125	10,058,000 p	20,044,125	
Phase III - Wheelock PE Complex - Bleachers/Lockers	5,300,000			
Physical/Life Science Secondary Effects	<u>4,671,500</u>	25,800,000 p	30,471,500	
	<u>\$ 26,317,625</u>			

p Projected State Construction Act Funding

**Riverside Community College District
Measure C - Project Commitments Detail
Through December 31, 2007**

Backup V-B-3
January 29, 2008
Page 4 of 5

Series A, Series B, Series A Refunding, Series 2007 C Projects

8/3/2004 Through 12/31/07

Completed

Certificates of Participation (1993 & 2001) - Refunding	\$ 12,492,085
Cost of Issuance - all series	2,836,265
Debt Service - all series	1,926,402
Measure C Election Costs	98,238
Total Issuance Related Expenditures	4,860,905
Bridge Space - Moreno Valley Campus	341,637
Bridge Space - Norco Campus	359,401
Bridge Space - RCCD System Office	69,911
Bridge Space - Riverside Campus	404,183
Total Bridge Space	1,175,132
District Phone and Voicemail Upgrades	349,000
MLK Renovation - Equipment	646,479
MLK Renovation- Planning and Working Drawings	101,883
MLK Renovation - Roof Repair	262,252
Total MLK Renovation	1,010,614
Norco - Science & Technology Building Rooms 204-206 Remodel Project	27,088
Norco - Library Building Room 123 Remodel Project	10,121
Norco - Student Services Building, Room 107 Remodel Project	41,480
Norco - Theater Room 203 Remodel Project	13,107
Norco - Center for Applied Competitive Technology Remodel Project	8,224
Total Norco Campus Room Renovations	100,020
Swing Space - Administration Building Remodel	186,100
Swing Space - Lovekin Complex	3,958,309
Swing Space - Business Education Building Remodel	129,325
Total Swing Space	4,273,734
Phase I - Wheelock PE Complex/Athletic Field	4,516,435
Phase I - Parking Structure (Riverside)	20,949,896
ECS Secondary Effects - Moreno Valley	288,919
RCCD System Office Purchase (Heiting Building)	2,629,981
Emergency Phone Installation	
District	10,000
Riverside Campus	178,626
Norco Campus	102,773
Moreno Valley Campus	88,318
Total Emergency Phone Installation Project	379,717
Total Completed Projects	\$ 53,026,438

In-Progress or Initial Phase

Phase II - Wheelock PE Complex/Athletic Field (Planning and Working Drawings)	190,631
Physical / Life Science Secondary Effects	32,500
District Computer Systems Upgrades	126,990
Computer System Hardware	760,000
District Network Upgrades	150,000
Total District Computer/Network Ugrades	1,036,990
Quad Modernization - Building Project	5,681,990
Quad Modernization - Equipment Project	2,563,000
Quad Modernization - Planning and Working Drawings	490,248
Total Quad Modernization	8,735,238
Phase III - Norco (Planning and Working Drawings)	10,147,826
Phase III - Moreno Valley (Planning and Working Drawings)	1,157,320
Innovative Learning Center	7,653,605
Nursing/Sciences Building (Planning and Working Drawings)	5,082,686

Riverside Community College District
Measure C - Project Commitments Detail
Through December 31, 2007

Backup V-B-3
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Future Projects - Feasibility/Planning/Management	563,407	
Scheduled Maintenance	885,427	
Food Services Remodel		
Riverside Campus	583,070	
Moreno Valley Campus	1,956,615	
Total Food Services Remodel		2,539,685
Infrastructure Projects		
Utilities	153,700	
IS	85,000	
Security	69,720	
Facilities Assessment	11,131	
Coordination	53,200	
Electrical / Fire Alarm	111,700	
Total Infrastructure Projects		484,451
Hot Water Loop System - Moreno Valley		891,296
Utility Retrofit Project		
Riverside Campus	3,274,248	
Norco Campus	1,505,668	
Moreno Valley Campus	1,396,178	
Total Utility Retrofit Project		6,176,094
ECS Building Upgrade Project - Moreno Valley/Norco		625,327
Modular Redistribution Project		
Norco Campus	1,986,666	
Moreno Valley Campus	1,448,769	
Ben Clark	2,161,812	
Riverside Campus	1,897,081	
Total Modular Redistribution Project		7,494,328
Riverside - PBX Network Operations Center	500,000	
Norco - PBX Network Operations Center	56,275	
Moreno Valley - PBX Network Operations Center	69,275	
Total PBX Network Operations		625,550
Norco Campus Student Support Center		11,042,820
Logic Domain - Capital Project		96,000
Long Range Master Plan		1,460,384
Riverside Aquatics Project		5,000,000
Norco Soccer Field		285,000
Total In-Progress or Initial Phase Projects		72,206,564
Total Series A, Series B, Series A Refunding and Series 2007 C Projects		\$ 125,233,002

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: VI-A-1

Date: January 29, 2008

Subject: Proposed Curricular Changes

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

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

James L. Buysse
Interim Chancellor

Prepared by: Sylvia Thomas
Associate Vice Chancellor of Instruction

New Course Proposals

1. ANT-8 – Language and Culture 3 units
Prerequisite: None.
An introduction to the anthropological study of language in world cultures. Characteristics of human verbal and non-verbal communication, language diversity and change, and the relationship of language to culture and social groups. 54 hours lecture.

2. BIO-14 – Soil Science and Management 3 units
Prerequisite: None.
An introduction to physical properties and classification of soils, physical and chemical properties of soil that governs soil reactions and interactions, nutrient regeneration, and management principles in relation to air, water, nutrients and organic matter. 54 hours lecture.

3. BIO-31A – Regional Field Biology Studies 1 unit
Prerequisite: None.
A field course with trips to regional points of biologic interest. This class field excursions to sites with varying biologic interest. These sites may include, but are not limited to: Joshua Tree National Park, Anza-Borrego State Park, the Salton Sea, Idyllwild mountain range, Big Bear mountain range, Santa Rosa plateau, Corona Del Mar, Tijuana Estuary. May be taken a total of four times. 54 hours laboratory.

4. BIO-31B – Regional Field Biology Studies 2 units
Prerequisite: None.
A field course with trips to regional points of biologic interest. This class field excursions to sites with varying biologic interest. These sites may include, but are not limited to: Joshua Tree National Park, Anza-Borrego State Park, the Salton Sea, Idyllwild mountain range, Big Bear mountain range, Santa Rosa plateau, Corona Del Mar, Tijuana Estuary. May be taken a total of four times. 108 hours laboratory.

5. SPA-13 – Spanish for Health Care Professionals 5 units
Prerequisite: None.
This course is designed for health care professionals who want to learn basic phrases in Spanish as related to their daily activities. Class conducted in Spanish. 90 hours lecture.

6. THE-26 – Directing for Stage 3 units
Prerequisite: None.
Advisory: THE-32 or 33 or 37.
An introduction to the role of the director in modern theatrical production. This course is a study of the director's interpretation of dramatic literature, with emphasis on the communication of intellectual and emotional concepts through composition, visualization, picturization, movement and rhythm. Trains potential theatre directors in script analysis, book preparation, production management and working with actors, with an emphasis on practical experience in directing through class projects and public performance. May be taken a total of 4 times. 45 hours lecture and 27 hours laboratory.

7. THE-29 – Musical Theater Appreciation 3 units
Prerequisite: None.
A study of the history and literature of the genre of musicals from 19 century to present day. Emphasis will be placed on the stylistic distinctions of the musical and the contribution of individual composers, librettists, lyricists, choreographers, directors and designers to the genre of musical theatre. Students will study the genre's social and cultural significance as a separate and distinctive art form. 54 hours lecture.
8. THE-39 – Acting for the Camera 3 units
Prerequisite: None.
Advisory: THE-32.
Principles and techniques of specialized methods and styles involved in acting for the camera culminating in performance on film. This course encompasses the study and exercise in the special techniques of acting for the motion picture and television cameras. Emphasis will be placed on gaining an understanding of the various camera angles, shots, positions and actor behaviors that are unique to acting before a camera. Practical work in front of a camera is required. May be taken a total of four times. 45 hours lecture and 27 hours laboratory.
9. THE-46 – Theatrical Costume Design 3 units
Prerequisite: None.
Advisory: ART-17 or 40.
The study of the principles, techniques and practices of theatrical costume design for stage, television and film. Includes script and character analysis to achieve characterization through design and working collaboratively with the director and design staff. The choice, use and manipulation of patterns, textiles, jewelry and accessories to imitate the historical needs of the production while maintaining production budget guidelines. Student will be assigned costume crew responsibilities for a theatrical production. 45 hours lecture and 27 hours laboratory.
10. THE-48 – Theatrical Lighting Design 3 units
Prerequisite: None.
Advisory: THE-5 or 6 or ART-23.
The study and implementation of the principles, techniques and practices of lighting design for the stage. Includes training in the creative concepts of lighting design, how to create a light plot, hang the lighting instruments for a show, as well as the practical use and operation of lighting equipment used to execute the design. Students will also be trained in industry safety standards that will prepare the student for work in the industry. Student will be assigned lighting crew responsibilities for a theatrical production. 45 hours lecture and 27 hours laboratory.
11. THE-49 – Scenic Painting for the Theater 3 units
Prerequisite: None.
Advisory: THE-41 or ART-17 or 26.

The study of the principles, techniques and practices of scenic painting for the stage, including historical and present-day methods. This course will include use of brush, roller, spray gun, texturing, rock background, wood graining, wallpaper, masonry, scenic drops and other scene painting techniques. Study of the principles of color and color mixing in paint techniques, as well as the various types of paints used in the theater. 36 hours lecture and 54 hours laboratory.

New Stand-Alone Course Proposals

1. ADJ-C20A – Leadership Enhancement 1 unit
Prerequisite: None.
Limitation on enrollment: Must be currently employed by a law enforcement agency and have POST or STC certification.
This course is STC certified and is designed to enhance the Corrections employees' ability to work in their current capacity and enhance their leadership skills. This course may be taken two times. 22 hours lecture and 2 hours laboratory.

2. ADJ-D6A – Crisis Negotiation Concepts .25 unit
Prerequisite: None.
Limitation on enrollment: Must be currently employed by a law enforcement agency.
This course is designed to provide the student with a better understanding of identifying a crisis negotiation situation, as well as the understanding of the principles of crisis negotiation. The student will receive information on the various roles and responsibilities of a dispatcher, responding field units, and the crisis negotiations team. The course will discuss several techniques on how to combat stress during and after a crisis negotiation incident. The course will cover the importance of participating in critical incident debriefing. 8 hours lecture.

3. CIS-39 – Current Techniques in Game Art 4 units
Prerequisite: None.
Advisory: Ability to manipulate graphics including layers and textures with PhotoShop or concurrent enrollment in CIS-78A or GRT-71, as well as CIS-96 or CIS-97.
Introduction to the fundamental techniques, concepts, and vocabulary of advanced sculpting for Game Art, Animation, Concept Art, and Digital Illustration. Students will modify 3D models, and create textured compositions as applied to video games, animation and concept art. 54 hours lecture and 54 hours laboratory.

4. PHT-20 – Medical Genetics 3 units
Prerequisite: None.
Limitation on enrollment: Acceptance into the Physician Assistant Program.
Medical Genetics course introduces students to the human genome and human genetic research. The course covers the principles of heredity at the cellular and molecular levels; genetic and molecular analysis of representative human traits in conjunction with their clinical manifestation. Genetic variation in individuals and its application in forensic medicine; gene mining for the advance medicine; genetics of cancer, immunogenetics, and pharmacogenetics will also be discussed. Emphasis is placed on understanding the role of

genetic and environmental factors in maintaining health, prevention and management of disease in individuals and populations; on identification of genetic predispositions based on family pedigree in the context of clinical preventive practice; and on genetic testing and counseling. The ethical, legal and social implications of genomics for individuals and health care systems will be discussed. Controversial, thought-provoking topics related to the treatment of genetic diseases such as stem cell research and gene therapy will be included. Genomics of emerging pathogens in the aspect of world health will be recognized. Designed to meet the requisites in basic medical sciences for professional programs. 54 hours lecture combined with problem-based learning and virtual laboratory settings.

Course Revision Proposals

1. ADJ-A5A – Bicycle Patrol – hours change
From: 11 hours lecture and 21 hours laboratory.
To: 32 hours laboratory.

2. ADJ-P2A – Juvenile Counselor Core Training – title, units, hours changes
From: Juvenile Counselor Basic Training
4 units
114 hours lecture and 12 hours laboratory.

To: Juvenile Counselor Core Training
7.5 units
131.5 hours lecture and 28.5 hours laboratory.

3. ARE-24 – Architectural Drafting – prerequisite, description changes
From: Prerequisite: ENE-21.
A beginning course which provides an introduction to architectural drafting techniques with emphasis on line quality, lettering, dimensioning, scaling, notes, materials symbols, and drawing format. Drafting and a set of plans to include plot plan, foundation plan, floor plan, sections, exterior and interior elevations, and structural details. Construction and sketching techniques will also be covered. 27 hours lecture and 90 hours laboratory.

To: Prerequisite: ENE-21 and 30.
Introduction to methods and techniques used in the development of architectural construction documents for light frame structures (Type V construction) including construction theory, notation, materials symbols, drawing format and general practice. Using Computer-Aided Drafting (CAD), this course will focus on the drawing of a set of plans to include a plot plan, foundation plan, floor plan(s), sections, exterior and interior elevations, electrical plan and structural details. Sketching techniques will also be covered. 27 hours lecture and 90 hours laboratory.

4. BIO-36 – Man and Environment – title change
From: Man and Environment
To: Environmental Science

5. BUS-43 – International Business-Marketing – prerequisite change
From: Prerequisite: None.
Advisory: BUS-10 or 40.

To: Prerequisite: None.
Advisory: BUS-10 or MKT-20.

6. BUS-48 – International Management – prerequisite change
From: Prerequisite: None.
Advisory: BUS-10 or 40.

To: Prerequisite: None.
Advisory: BUS-10 or MAG-44.

7. CIS-37 – Beginning Level Design for Computer Games – description change
From: An introduction to the fundamental techniques, concepts, and vocabulary of computer game level design. Students will create environments, place objects in those environments, and control those objects via a scripting language. Topics include frame rate, game flow and pacing. Students will create 2D computer games using a software tool such as GameMaker. No previous computer programming experience is required. 54 hours lecture and 18 hours laboratory.

To: An introduction to the fundamental techniques, concepts, and vocabulary of computer game level design. Students will create environments, place objects in those environments, and control those objects via a scripting language. Topics include frame rate, game flow and pacing. Students will create 3D computer games using a game engine such as Unreal. No previous computer programming experience is required. 54 hours lecture and 18 hours laboratory.

8. COS-812 – Level II Esthetician Concepts – description, hours changes
From: This is a class designed to facilitate students that still have hours to complete after 62B has been completed or, for students who have completed 62A or 62B during the 9 week summer session. In-depth study in the esthetician field and related sciences to prepare the student for a career in skin care/makeup. Students may take up to 300 hours laboratory.

To: This is a class designed to facilitate students that still have hours to complete after COS-62B has been completed or, for students who have completed COS-62A or COS-62B during the 9 week summer session. All related pedagogy subjects required by the Board of Barbering and Cosmetology will be practiced. Not all students are required to finish since this is a class designed to help currently enrolled students complete hours and operations.

Students will receive an operation or technical credit for each application performed as it is required by Board. Student can take up to 95 hours lecture and 246 hours laboratory.

9. ELE-61 – Introduction to Robotics – description, hours changes
From: Introduction to electronics and manufacturing technology through construction, testing, and operation of functional robots. It is hoped that participation in this academy will encourage students to investigate further the career opportunities available to them in modern high-tech fields. 40 hours lecture and 72 hours laboratory.

To: Introduces students to electronics and manufacturing technology through construction, testing, and operation of functional robots. Participation in this class will encourage students to investigate further the career opportunities available to them in modern high-tech fields. 36 hours lecture and 54 hours laboratory.

10. ENG-40 – World Literature I: From Ancient Literatures through the Italian Renaissance – title, prerequisite, description changes
From: World Literature I: From Ancient Literatures through the Italian Renaissance
Prerequisite: None. English 1A strongly recommended.
Great works of world literature from Ancient literatures through the Italian Renaissance, including a comprehensive exposure to the poetic, dramatic, and prose forms of early cultures as well as a basic understanding of the cultural, intellectual, and artistic trends these works embody. Primary emphasis is on European literature. 54 hours lecture. (Letter Grade/ Credit-No-Credit option)

To: World Literature I: From Ancient Literatures through 1650 C.E.
Prerequisite: None.
Advisory: ENG-1B.
Significant works of world literature from Ancient literatures through 1650 CE, including a comprehensive exposure to the poetic, dramatic, and prose forms of early cultures as well as a basic understanding of the cultural, intellectual, and artistic trends these works embody. Primary emphasis is on literature in translation. 54 hours lecture. (Credit-NonCredit/Letter Grade option)

11. ENG-41 – World Literature II: Renaissance through Modern Literature – title, prerequisite, description changes
From: World Literature II: Renaissance through Modern Literature
Prerequisite: None. English 1A strongly recommended.
Great works of world literature from the Renaissance through the modern period, including a comprehensive exposure to the poetry, drama, and fiction of these periods as well as a basic understanding of the cultural, intellectual, and artistic trends these works embody. Emphasis on European literature. 54 hours lecture. (Letter Grade-Credit/ No-Credit option)

To: World Literature II: 1650 C.E. Through the Present
Prerequisite: None.
Advisory: ENG-1B.

Significant works of world literature from the 1650 through the present, including a comprehensive exposure to the poetry, drama, and fiction of these periods as well as a basic understanding of the cultural, intellectual, and artistic trends these works embody. Emphasis on literature in translation. 54 hours lecture. (C/NC or letter grade option)

12. ENG-90B – Special Topics in English: The Research Paper Process – prerequisite, description, repeatability changes

From: Prerequisite: None.

Advisory: Qualification for ENG-50 recommended.

This course guides the students through the entire research process, which includes choosing the topic; conducting research in the library and through the Internet; designing the research paper; determining a thesis statement; organizing the research material; pre-writing and multiple drafts; peer critiques; academic formats; and preparation of the final product. May be taken a total of three times. 18 hours lecture. (Non-degree credit course. CR/NC only)

To: Prerequisite: None.

Advisory: Qualification for ENG-1A.

Guides students through the entire research process, which includes choosing the topic; conducting and evaluating research; organizing the research material; prewriting and multiple drafts; academic formats; and preparation of the final product. May be taken a total of 3 times. 8 hours lecture. (CR/NC only)

13. HET-82 – Phlebotomy Technician – prerequisite change

From: Prerequisite: None.

Limitation on enrollment: Prior to Clinical Component. Requires current CPR certification and immunizations, medical clearance from healthcare provider, uniform with RCC HET I.D. badge.

To: Prerequisite: None.

Advisory: The California Department of Health Services requires applicants for certification as a phlebotomist have a high school diploma or equivalent and the ability to obtain and process official documents in English.

Limitation on enrollment: Prior to beginning of clinical laboratory component, requires evidence of current CPR certification and immunizations, and medical clearance from healthcare provider to be on file in the department office; clinical laboratory experience requires wearing a green scrubs uniform and an RCC HET I.D. badge.

14. MAC-55 – Occupational Safety & Health Administration (OSHA) Standards for General Industry – description change

From: OSHA policies, procedures, and standards, as well as safety for general industry and health principles. Topics include scope and application of the OSHA general industry standards. Special emphasis is placed on those areas that are the most hazardous, using OSHA standards as a guide. Upon successful course completion, the student will receive an OSHA 30 hour general industry training completion card. 36 hours lecture.

To: This course covers OSHA policies, procedures, and standards, as well as safety for general industry and health principles. Topics include scope and application of the OSHA general industry standards. Special emphasis is placed on those areas that are the most hazardous, using OSHA standards as a guide. 36 hours lecture.

15. MAN-55 - Occupational Safety & Health Administration (OSHA) Standards for General Industry – description change

From: OSHA policies, procedures, and standards, as well as safety for general industry and health principles. Topics include scope and application of the OSHA general industry standards. Special emphasis is placed on those areas that are the most hazardous, using OSHA standards as a guide. Upon successful course completion, the student will receive an OSHA 30 hour general industry training completion card. 36 hours lecture.

To: This course covers OSHA policies, procedures, and standards, as well as safety for general industry and health principles. Topics include scope and application of the OSHA general industry standards. Special emphasis is placed on those areas that are the most hazardous, using OSHA standards as a guide. 36 hours lecture.

16. MAN-61 – Introduction to Robotics – description, hours changes

From: Introduction to electronics and manufacturing technology through construction, testing, and operation of functional robots. It is hoped that participation in this academy will encourage students to investigate further the career opportunities available to them in modern high-tech fields. 40 hours lecture and 72 hours laboratory.

To: Introduces students to electronics and manufacturing technology through construction, testing, and operation of functional robots. Participation in this class will encourage students to investigate further the career opportunities available to them in modern high-tech fields. 36 hours lecture and 54 hours laboratory.

17. MAN-64 – Programmable Logic Controllers – units, description, hours changes

From: 2 units

Fundamentals of programmable logic controllers, with an emphasis on introductory programming of PLCs. Problem analysis with solutions that integrate programming formats, auxiliary commands and functions, common programming languages, and popular software programs used with PLCs. Installation, maintenance, troubleshooting and repair are inherent components. 18 hours lecture and 54 hours laboratory.

To: 3 units

Fundamentals of Programmable Logic Controllers (PLCs), with an emphasis on introductory programming of PLCs. Problem analysis with solutions that integrate programming formats, auxiliary commands and functions, common programming languages, and popular software programs used with PLCs. A comprehensive introduction to PLC theory, operation, installation, programming, maintenance, and troubleshooting. 36 hours and 54 hours laboratory.

18. NRN-3 – Intermediate Nursing Concepts of Health and Illness – prerequisite change
From: Prerequisite: Completion of all core courses, NRN-2 and PSY-9.
To: Prerequisite: Completion of NRN-2 or successful completion of the Advanced Placement Exam and Nursing 17 or 30-Unit Option requirements.

19. NRN-17 – Transition Course for Nursing Advanced Placement/Transfer Students – title, prerequisite, description changes
From: Transition Course for Advanced Placement/Transfer Students
Prerequisite: None.
Limitation on enrollment: LVN, immediate graduate of the RCC VN Program, or nursing student eligible for transfer into the RCC ADN program.
An introduction to basic concepts of the RCC Associate Degree Nursing Program: philosophy and outcome objectives; conceptual framework; five step nursing process. Focuses on developing critical thinking skills. Addresses transitional issues to associate degree nursing student role. Overviews the philosophy of registered nursing past, present, and future. Introduces the ethical/legal aspects of the student nurse's role as well as professional RN role in client care. Provides guidelines for effective communication. Presents concepts of culture and its impact upon health and illness. Develops beginning skills in accessing information via on-line selected nursing Websites. If Nursing 17 is completed successfully more than one year before entering the ADN Program, Nursing 17 must be audited in the intersession just prior to entering the ADN Program and a nursing care plan created and submitted according to current RCC NCP format. Offered for grade or Credit/No Credit. May be taken a total of four times. 27 hours lecture and 27 hours laboratory. (Letter grade/CR-NC option).

To: Transition Course for Nursing Advanced Placement/Transfer Students
Prerequisite: None.
Limitation on enrollment: LVN, immediate graduate of the RCC VN Program, or nursing student eligible for transfer into the RCC ADN program. Departmental approval required.
An introduction to basic concepts of the RCC Associate Degree Nursing Program: philosophy and outcome objectives; conceptual framework; five step nursing process. Focuses on developing critical thinking skills. Addresses transitional issues to associate degree nursing student role. Overviews the philosophy of registered nursing past, present, and future. Introduces the ethical/legal aspects of the student nurse's role as well as professional RN role in client care. Provides guidelines for effective communication. Presents concepts of culture and its impact upon health and illness. Develops beginning skills in accessing information via on-line selected nursing Websites. May be taken a total of four times. 27 hours lecture and 27 hours laboratory.

20. PHO-17 – Introduction to Color Photography – description, repeatability changes
From: An introductory course in color photography covering theory and practice in the use of equipment and materials for producing color prints. Students required to provide 35-mm camera with f-stop and shutter controls. Lab fee required. 27 hours lecture and 81 hours laboratory. No repeats.

To: An introductory course in color photography covering theory and practice in the use of equipment and materials for producing color prints using both film and digital capture. Students required to provide their own 35mm camera with manual controls; lab fee required. This course may be taken a total of two times. 27 hours lecture and 81 hours laboratory

21. PHP-6 – Introduction to Physical Education for Pre-school and Elementary Children – description change

From: This course provides a comprehensive overview of theories and methods relating to the development of a physical education program for children ages 0-11 years including children with special needs and abilities. Emphasis is on the application of principles of physical growth and development to the teaching and acquisition of specific physical skills. The course curriculum is consistent with the California State Department of Education Physical Education Framework. 45 hours lecture and 27 hours laboratory.

To: This course provides a comprehensive overview of theories and methods relating to the development of a physical education program for children ages 2-11 years including children with special needs and abilities. Emphasis is on the application of principles of physical growth and development to the teaching and acquisition of specific physical skills. The course curriculum is consistent with the California State Department of Education Physical Education Framework. 45 hours lecture and 27 hours laboratory.

22. PHP-17 – Athletic Training, Fall Sports, Beginning – title, description changes

From: Athletic Training, Fall Sports, Beginning

This course involves athletic training observation and experience in fall athletic contests; specifically, observation of game situations in football, volleyball, soccer, water polo, cross country, and basketball. The student will observe and experience pre and post practice situations in the Athletic Training Room. 18 hours lecture and 54 hours laboratory.

To: Athletic Training, Fall Sports, Lower Extremity

Athletic training observation and experience in fall athletic contests; specifically, observation of game situations in football, volleyball, soccer, water polo, cross country, and basketball. The student will observe and experience pre and post practice situations in the Athletic Training Room. Study will cover anatomy, injury assessment, treatment and rehabilitation of the lower extremity. 18 hours lecture and 54 hours laboratory.

23. PHP-18 – Athletic Training, Spring Sports, Beginning – title, description changes

From: Athletic Training, Spring Sports, Beginning

This course involves athletic training observation and experience in spring athletic contests; specifically, observation of game situations in baseball, softball, track, swimming, tennis, and basketball. The student will observe and experience practice situations including pre and post practice in the Athletic Training Room. Total of 18 hours lecture and 54 hours laboratory.

To: Athletic Training, Spring Sports, Upper Extremity

Athletic training observation and experience in spring athletic contests; specifically, observation of game situations in baseball, softball, track, swimming, tennis, and basketball. The student will observe and experience pre and post practice situations in the Athletic Training Room. Study will cover anatomy, injury assessment, treatment and rehabilitation of the upper extremity. 18 hours lecture and 54 hours laboratory.

24. PHP-19 – Athletic Training, Fall Sports, Advanced – title, prerequisite, description changes

From: Athletic Training, Fall Sports, Advanced

This course will expose students to advanced field experience in athletic training for fall sports. Students will be able to evaluate, treat, and rehabilitate injuries specific to fall sports. The course will reinforce basic principles and methods in Athletic Training and Sports Medicine. Total of 18 hours lecture and 54 hours laboratory.

To: Athletic Training, Fall Sports, Head, Neck, Spine, Torso, and Hip

Prerequisite: None.

Corequisite: Completion of or concurrent enrollment in PHP-16 and 30.

Athletic training observation and experience in fall athletic contests; specifically, observation of game situations in football, volleyball, soccer, water polo, cross country, and basketball. The student will observe and experience pre and post practice situations in the Athletic Training Room. Study will cover anatomy, injury assessment, treatment and rehabilitation of the head, neck, spine, torso and hip. 18 hours lecture and 54 hours laboratory.

25. PHP-20 – Athletic Training, Spring Sports, Advanced – title, prerequisite, description changes

From: Athletic Training, Spring Sports, Advanced

Prerequisite: PHP-18.

This course will expose students to advanced field experience in athletic training for spring sports. Students will be able to evaluate, treat, and rehabilitate injuries specific to spring sports. The course will reinforce basic principles and methods in Athletic Training and Sports Medicine. 18 hours lecture and 54 hours laboratory.

To: Athletic Training, Spring Sports, General Medical

Prerequisite: None.

Corequisite: Completion of or concurrent enrollment in PHP-16 and 30.

Athletic training observation and experience in spring athletic contests; specifically, observation of game situations in baseball, softball, track, swimming, tennis, and basketball. The student will observe and experience practice situations including pre and post practice in the Athletic Training Room. Study will cover various topics related to athletic training including heat illness, unconscious athlete, terminology, tissue response to injury, dietary supplements, pharmaceuticals, nutrition and rehabilitation. 18 hours lecture and 54 hours laboratory.

26. PHP-A07 – Badminton – description change

From: This badminton course is designed to introduce the basic footwork skills and strategy for good badminton. Emphasis is placed on achievement, exercise and enjoyment. Subsequent enrollment in additional semesters will provide the student an opportunity for added skill and competency development within each activity area. Enrollment is limited to four times within the badminton activity area. 54 hours laboratory.

To: This course is designed to introduce the basic footwork and racquet skills of badminton. Emphasis is placed on learning the rules, techniques and fundamental strategies for the singles and doubles game of badminton. Subsequent enrollment in additional semesters will provide the student an opportunity for added skill and competency development within the activity area. This course may be taken a total of four times. 54 hours laboratory.

27. PHP-V01A – Cross Country, Varsity, Men – course number, description, repeatability changes

From: PHP-V01A

This course is designed to serve as an opportunity for first year cross country runners to improve skills, knowledge and strategy of the sport of cross country. The program will consist of a highly organized program of lecture, and individual and group practice sessions to prepare students for intercollegiate competition in cross country. 180 hours laboratory. Not repeatable.

To: PHP-V01

This course is designed to serve as an opportunity for cross country runners to improve skills, knowledge and strategy of the sport of cross country. The program will consist of a highly organized program of lecture, and individual and group practice sessions to prepare students for intercollegiate competition in cross country. Repeating the course provides the student an opportunity for additional skill and competency development. May be taken a total of four times. 180 hours laboratory.

28. PHP-V02A – Football, Varsity, Men – course number, description, repeatability changes

From: PHP-V02A

This course is designed to serve as an opportunity for first year football players to improve skills, knowledge and strategy of the game of football. The program will consist of a highly organized and intense setting of lecture, individual, group and team practice sessions and video evaluation to prepare students for intercollegiate competition in football. 180 hours laboratory. Not repeatable.

To: PHP-V02

This course is designed to serve as an opportunity for football players to improve skills, knowledge and strategy of the game of football. The program will consist of a highly organized and intense setting of lecture, individual, group and team practice sessions, and video/DVD/film evaluation to prepare students for intercollegiate competition in football.

Repeating the course provides the student an opportunity for additional skill and competency development. May be taken a total of four times. 180 hours laboratory.

29. PHP-V04A – Basketball, Varsity, Men – course number, description, repeatability changes
From: PHP-V04A

This course is designed for collegiate athletic competition in basketball including games, practice and tournaments. 180 hours laboratory. Not repeatable.

To: PHP-V04

This course is designed for collegiate athletic competition in basketball including games, practice and tournaments. This program will consist of a highly organized and intense setting of lecture, individual, group, team sessions, and video/DVD/ film evaluation to prepare students for intercollegiate competition in basketball. Repeating the course provides the student an opportunity for additional skill and competency development. This course may be taken a total of four times. 180 hours laboratory.

30. PHP-V06A – Track and Field, Varsity, Men – course number, description, repeatability changes
From: PHP-V06A

This course is designed to serve as an opportunity for first year track & field competitors to improve skills, knowledge and strategy of the sport of track and field. The program will consist of a highly organized program of lecture, and individual and group practice sessions to prepare students for intercollegiate competition in track and field. 180 hours laboratory. Not repeatable.

To: PHP-V06

This course is designed to serve as an opportunity for track and field competitors to improve skills, knowledge and strategy of the sport of track and field. The program will consist of a highly organized program of lecture, and individual and group practice sessions to prepare students for intercollegiate competition in track and field. Repeating the course provides the student an opportunity for a leadership role and for additional skill and competency development within the sport. May be taken a total of four times. 180 hours laboratory.

31. PHP-V08A – Tennis, Varsity, Men – course number, description, repeatability changes
From: PHP-V08A

The class is designed for collegiate athletic competition including dual match and tournament play. Emphasis is placed on advanced drills, strokes and strategy. 180 hours laboratory. Not repeatable.

To: PHP-V08

This course is designed to serve as an opportunity for tennis players to improve their skills, knowledge and strategy of the game of tennis. The program will consist of a highly organized and intense setting of lecture, individual, group and team practice sessions, and video/DVD/film evaluation to prepare students for intercollegiate competition in tennis.

Repeating the course provides the student an opportunity for additional skill and competency development. May be taken a total of four times. 180 hours laboratory.

32. PHP-V12A – Cross Country, Varsity, Women – course number, description, repeatability changes

From: PHP-V12A

This course is designed to serve as an opportunity for first year cross country runners to improve skills, knowledge, and strategy of the sport of cross country. The program will consist of a highly organized program of lecture, and individual and group practice sessions to prepare students for intercollegiate competition in cross country. 180 hours laboratory. Not repeatable.

To: PHP-V12

This course is designed to serve as an opportunity for cross country runners to improve skills, knowledge and strategy of the sport of cross country. The program will consist of a highly organized program of lecture, and individual and group practice sessions to prepare students for intercollegiate competition in cross country. Repeating the course provides the student an opportunity for additional skill and competency development. May be taken a total of four times. 180 hours laboratory.

33. PHP-V14A – Track and Field, Varsity, Women – course number, description, repeatability changes

From: PHP-V14A

This course is designed to serve as an opportunity for first year track & field competitors to improve skills, knowledge and strategy of the sport of track and field. The program will consist of a highly organized program of lecture, and individual and group practice sessions to prepare students for intercollegiate competition in track and field. 180 hours laboratory. Not repeatable.

To: PHP-V14

This course is designed to serve as an opportunity for track and field competitors to improve skills, knowledge and strategy of the sport of track and field. The program will consist of a highly organized program of lecture, and individual and group practice sessions to prepare students for intercollegiate competition in track and field. Repeating the course provides the student an opportunity for a leadership role and for additional skill and competency development within the sport. May be taken a total of four times. 180 hours laboratory.

34. PHP-V18A – Tennis, Varsity, Women – course number, description, repeatability changes
From: PHP-V18A

The class is designed for collegiate athletic competition including both dual matches and tournament play. Emphasis is placed on advanced drills, conditioning, strokes and strategy. 180 hours laboratory. Not repeatable.

To: PHP-V18

This course is designed to serve as an opportunity for tennis players to improve their skills, knowledge and strategy of the game of tennis. The program will consist of a highly organized and intense setting of lecture, individual, group and team practice sessions, and video/DVD/film evaluation to prepare students for intercollegiate competition in tennis. Repeating the course provides the student an opportunity for additional skill and competency development. May be taken a total of four times. 180 hours laboratory.

35. PHP-V20A – Basketball, Varsity, Women – course number, description, repeatability changes

From: PHP-V20A

This course is designed for collegiate athletic competition in basketball including games, practice and tournaments. 180 hours laboratory. Not repeatable.

To: PHP-V20

This course is designed for collegiate athletic competition in basketball including games, practice and tournaments. This program will consist of a highly organized and intense setting of lecture, individual, group, team sessions, and video/DVD/ film evaluation to prepare students for intercollegiate competition in basketball. Repeating the course provides the student an opportunity for additional skill and competency development. May be taken a total of four times. 180 hours laboratory.

36. PHP-V21A – Volleyball, Varsity, Women – course number, description, repeatability changes

From: PHP-V21A

This course is designed to serve as an opportunity for first year volleyball players to improve skills, knowledge and strategy of the game of volleyball. This program will consist of a highly organized and intense setting of lecture, individual, group and team practice sessions and video evaluation to prepare students for intercollegiate competition in volleyball. 180 hours laboratory. Not repeatable.

To: PHP-V21

This course is designed to serve as an opportunity for volleyball players to improve skills, knowledge and strategy of the game of volleyball. This program will consist of a highly organized lectures, individual and team practice sessions and video/DVD/film evaluation to prepare students for intercollegiate competition in volleyball. Repeating the course provides the student an opportunity for additional skill and competency development. May be taken a total of four times. 180 hours laboratory.

37. PHP-V22A – Fastpitch, Varsity, Women – course number, description, repeatability changes

From: PHP-V22A

This course is designed to serve as an opportunity for advanced fastpitch players to improve skills, knowledge and strategy of the game in a highly organized, intense program

of lecture, drills and inter-squad practice leading to intercollegiate competition. 180 hours laboratory. Not repeatable.

To: PHP-V22

This course is designed to serve as an opportunity for advanced fastpitch players to improve skills, knowledge and strategy of the game of fastpitch softball. This program will consist of highly organized lectures, individual and team practice sessions and video/DVD/film evaluation to prepare students for intercollegiate competition in fastpitch. Repeating the course provides the student an opportunity for additional skill and competency development. May be taken a total of four times. 180 hours laboratory.

Proposed Course Deletions

1. BUS-41 – U.S.-Mexico Border Studies: Business Topics
2. BUS-42 – U.S.-Mexico Border Studies Field Component: Business
3. HET-10 – Introduction to Public Health
4. HET-76 – Direct Care Staff: Developmental Disabilities
5. HET-77 – In-Home Support Services Provider
6. HET-81 – Certified Home Health Aide
7. HET-83A – Cardiac Monitor Technician
8. HET-83B – Electrocardiogram (EKG) Technician
9. HET-84 – Unit Secretary
10. HET-85 – Sterile Processing and Distribution Technician
11. PHP-V01B – Cross Country, Varsity, Men
12. PHP-V02B – Football, Varsity, Men
13. PHP-V04B – Basketball, Varsity, Men
14. PHP-V06B – Track and Field, Varsity, Men
15. PHP-V08B – Tennis, Varsity, Men
16. PHP-V12B – Cross Country, Varsity, Women
17. PHP-V14B – Track and Field, Varsity, Women
18. PHP-V18B – Tennis, Varsity, Women
19. PHP-V20B – Basketball, Varsity, Women
20. PHP-V21B – Volleyball, Varsity, Women
21. PHP-V22B – Fastpitch, Varsity, Women

Revised Certificate Patterns

1. State-approved degree/certificate – Business Administration, see Attachment A.
2. State-approved degree/certificate – Fire Technology – see Attachment B.
3. State-approved degree/certificate – Exercise, Sport and Wellness – see Attachment C.
4. State-approved degree/certificate – Telecommunications, Television Production Specialist, see Attachment D.

ATTACHMENT A

BUSINESS ADMINISTRATION

Certificate Program

Major Core Requirements:

Required Courses (18 units)		Units
ACC-1A	Principles of Accounting I	3
BUS-10	Introduction to Business	3
BUS-18A	Business Law I	3
BUS-20	Business Mathematics	3
BUS-22	Management Communications	3
CIS-1A	Introduction to Computer Information Systems	3
or		
CIS/CAT-3	Computer Applications for Working Professionals	3

Major Concentration Requirements (12 units)

(In addition to Business Administration Major Core Requirements of 18 units noted above choose another 12 units selected from list below.)

ACCOUNTING	12
BANKING AND FINANCE	12
GENERAL BUSINESS	12
HUMAN RESOURCES	12
LOGISTICS MANAGEMENT	12
MANAGEMENT	12
MARKETING	12
REAL ESTATE	12

NOTE: Students must complete all Business Administration Major Core Requirements and must complete Major Concentration Requirements (total of 30 units) in order to receive the Certificate in the Concentration area of their choice.

Associate in Science Degree

The Associate in Science Degree in Business Administration with a Major Concentration will be awarded upon completion of the requirements for the certificate plus completion of the graduation requirements as described in the catalog. Note: A student may obtain Certificates in Business Administration with Major Concentrations in more than one field of study.

ACCOUNTING CONCENTRATION

Business Administration Major Core Requirements		18
Required for this concentration		3
ACC-1B	Principles of Accounting II	3
and		
Select another 9 units from the following:		9
ACC-61	Cost Accounting	3
ACC-62	Payroll Accounting	3
ACC-63	Income Tax Accounting	3
ACC-65	Computerized Accounting	3
ACC-66	Non-Profit and Governmental Accounting	3
ACC-200	Work Experience	1-4
BUS/MAG-47	Applied Business and Management Ethics	3

BANKING AND FINANCE CONCENTRATION

Business Administration Major Core Requirements		18
Select another 6 units from the following:		6
BAN-51	Principles of Banking	3
BAN-52	Consumer Lending	3
and		
Select another 6 units from the following:		6
ACC-1B	Principles of Accounting II	3
BUS-18B	Business Law II	3
ECO-4	Introduction to Economics	3
MAG-44	Principles of Management	3
MAG-51	Elements of Supervision	3
MAG-53	Human Relations	3
MKT-20	Principles of Marketing	3
MKT-41	Techniques of Selling	3
RLE-83	Real Estate Finance	3

GENERAL BUSINESS CONCENTRATION

Business Administration Major Core Requirements		18
<u>Select another 12 units from the following:</u>		<u>12</u>
ACC-1B	Principles of Accounting II	3
or		
ACC-38	Managerial Accounting	3
BUS-18B	Business Law II	3
BUS-40	International Business-Principles	3
BUS/MAG-47	Applied Business and Management Ethics	3
BUS-80	Principles of Logistics	3
BUS-200	Work Experience	1-4
MAG-51	Elements of Supervision	3
MAG-53	Human Relations	3
MKT-20	Principles of Marketing	3

HUMAN RESOURCES CONCENTRATION

Business Administration Major Core Requirements		18
<u>Required for this concentration</u>		<u>3</u>
MAG-56	Human Resources Management	3
and		
<u>Select another 9 units from the following:</u>		<u>9</u>
MAG-51	Elements of Supervision	3
MAG-52	Employee Training and Development	3
MAG-54	Employee Labor Relations	3
MAG/BUS-70	Introduction to Organizational Behavior	3

LOGISTICS MANAGEMENT CONCENTRATION

Business Administration Major Core Requirements		18
<u>Required for this concentration</u>		<u>3</u>
BUS-80	Principles of Logistics	3
and		
<u>Select another 9 units from the following:</u>		<u>9</u>
BUS/MAN-81	Inventory Control	1.5
BUS-82	Freight Claims	1.5
BUS-83	Contracts	1.5
BUS-84	Computerized Logistics	1.5
BUS-85	Warehouse Management	3
BUS-86	Transportation and Traffic Management	3
BUS-87	Introduction to Purchasing	3
BUS-90	International Logistics	3

MANAGEMENT CONCENTRATION

Business Administration Major Core Requirements		18
<u>Required for this concentration</u>		<u>3</u>
MAG-44	Principles of Management	3
and		
<u>Select another 9 units from the following:</u>		<u>9</u>
MAG-46	Contemporary Quality Systems Management	3
MAG/BUS-47	Applied Business and Management Ethics	3
MAG-53	Human Relations	3
MAG-56	Human Resources Management	3
MAG-60	Introduction to Hospitality Management	3
MAG-200	Work Experience	1-4
BUS-48	International Management	3

MARKETING CONCENTRATION

Business Administration Major Core Requirements		18
<u>Required for this concentration</u>		<u>3</u>
MKT-20	Principles of Marketing	3
and		
<u>Select another 9 units from the following:</u>		<u>9</u>
MKT-40	Advertising	3
MKT-41	Techniques of Selling	3
MKT-42	Retail Management	3
MKT-200	Work Experience	1-4
BUS-43	International Business-Marketing	3
BUS-51	Principles of E-Commerce	3
BUS-80	Principles of Logistics	3

REAL ESTATE CONCENTRATION

Business Administration Major Core Requirements		18
<u>Select another 12 units from the following:</u>		<u>12</u>
RLE-80	Real Estate Principles	3
RLE-81	Real Estate Practices	3
RLE-82	Legal Aspects of Real Estate	3
RLE-83	Real Estate Finance	3
RLE-84	Real Estate Appraisal	3
RLE-85	Real Estate Economics	3
RLE-86	Escrow Procedures I	3
RLE-200	Work Experience	1-4

ATTACHMENT B

FIRE TECHNOLOGY

Certificate Program

Required Courses (23 units)		Units
FIT-1	Fire Protection Organization	3
FIT-2	Fire Behavior and Combustion	3
FIT-3	Fire Protection Equipment and Systems	3
FIT-4	Building Construction for Fire Protection	3
FIT-5	Fire Prevention	3
FIT-9	Fire Ground Hydraulics	3
Electives (Choose from list below)		5

Electives (5 units)

EMS-50 and 51	Emergency Medical Services-Basic and Clinical/Field	7
FIT-8	Strategies and Tactics	3
FIT-14	Wildland Fire Control	3
FIT-A1A	Fire Investigation 1A	2
FIT-C1A	Command 1A, Command Principles for Command Officers	2
FIT-C1B	Command 1B, Hazardous Materials	2
FIT-C1C	Fire Command 1C, I-Zone Firefighting for Company Officers	2
FIT-C30	Intermediate Incident Command System (I-300)	.5
FIT-I1A	Instructor 1A, Instructional Techniques	2
FIT-I1B	Instructor 1B, Instructional Techniques	2
FIT-M1	Fire Management 1, Management/Supervision for Company Officers	2
FIT-P1A	Prevention 1A, Fire Inspection Practices	2
FIT-P1B	Prevention 1B, Code Enforcement	2
CON-61	Materials of Construction	3
GEG/PHS-5	Weather and Climate	3
GIS-1	Introduction to Geographic Information Systems	3
MAG-44	Principles of Management	3
PHI-12	Introduction to Ethics: Contemporary Moral Issues	3
PHP-35	Foundation for Fitness and Wellness	3

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

Associate in Science Degree

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

ATTACHMENT C

PHYSICAL EDUCATION

EXERCISE, SPORT, AND WELLNESS

Certificate Program

Major Core Requirements:

Required Courses (21 units) Units

PHP-4	Nutrition	3
PHP-10	Introduction to Physical Education	3
PHP-12	Sport Psychology	3
PHP-14	Athletic and Fitness Organization and Administration	3
PHP-16	Introduction to Athletic Training	3
PHP-30	First Aid and CPR	3
PHP-35	Foundations for Fitness and Wellness	3
In addition, choose and complete courses from one Emphasis below		3-16

FITNESS PROFESSIONS EMPHASIS (Total of 24 units)

Core requirements 21

Take one of the following:

PHP-42	Lifeguard and Water Safety Instructor Certification	3
PHP-43	Personal Training	3
PHP-44	Yoga Instructor Training	3
PHP-45	Group Fitness Instructor	3

ATHLETIC TRAINING EMPHASIS (Total of 29 units)

Core requirements 21

PHP-21 Athletic Training Applications (Must take two times) 2-2
and

Take two of the following:

PHP-17	Athletic Training, Fall Sports, Lower Extremity	2
PHP-18	Athletic Training, Spring Sports, Upper Extremity	2
PHP-19	Athletic Training, Fall Sports, Head, Neck, Spine, Torso, and Hip	2
PHP-20	Athletic Training, Spring Sports, General Medical	2

COACHING EMPHASIS (Total of 30 units)

Core requirements 21

Elective from Group 1 Electives	3
Elective from Group 2 Electives	3
Elective from Group 3 Electives	1
Elective from Group 4 Electives	1
Elective from Group 5 Electives	1

Group 1 Electives (3 units)

PHP-24	Sports Officiating, Fall Sports	3
PHP-25	Sports Officiating, Spring Sports	3

Group 2 Electives (3 units)

PHP-26	Foundations of Coaching	3
PHP-27	Football Theory	3
PHP-28	Basketball Theory	3
PHP-29	Soccer Theory	3
PHP-33	Baseball Theory	3
PHP-34	Softball Theory	3
PHP-42	Lifeguard/Water Safety Instructor Certification	3

Group 3 Electives - Individual Activity Courses (1 unit)

PHP-A11	Tennis, Beginning	1
PHP-A12	Tennis, Intermediate	1
PHP-A13	Tennis Advanced	1
PHP-A20	Golf, Beginning	1
PHP-A21	Golf, Intermediate	1
PHP-A28	Swimming, Basic Skills and Aquatic Exercise	1
PHP-A29	Swimming, Intermediate Skills	1
PHP-A30	Swimming, Advanced Skills and Conditioning	1
PHP-A33	Track and Field: Running Event Techniques	1
PHP-A34	Track and Field: Field Event Techniques	1

Group 4 Electives - Team Activity Courses (1 unit)

PHP-A50	Baseball Fundamentals, Defensive	1
PHP-A51	Baseball Fundamentals, Offensive	1
PAP-A52	Fast Pitch Fundamentals, Offensive	1
PHP-A53	Fast Pitch Fundamentals, Defensive	1
PHP-A54	Fast Pitch Softball Fundamentals	1
PHP-A57	Basketball	1
PHP-A60	Football Fundamentals, Defensive	1
PHP-A61	Football Fundamentals, Offensive	1
PHP-A62	Flag Football	1
PHP-A64	Soccer	1
PHP-A67	Volleyball, Beginning	1
PHP-A68	Volleyball, Intermediate	1
PHP-A69	Volleyball, Advanced	1

Group 5 Electives - Fitness Activity Courses (1 unit)

PHP-A31	Water Aerobics and Deep Water Exercise	1
PHP-A74	Hiking and Backpacking	1
PHP-A75	Walking for Fitness	1
PHP-A77	Jogging for Fitness	1
PHP-A78	Long Distance Running	1
PHP-A80	Triathlon Techniques	1
PHP-A81	Physical Fitness	1
PHP-A86	Step Aerobics	1
PHP-A87	Step Aerobics, Intermediate	1
PHP-A88	Step Aerobics, Advanced	1
PHP-A90	Weight Training	1
PHP-A92	Weight Training, Advanced	1

Associate in Science Degree

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

ATTACHMENT D

TELEVISION PRODUCTION SPECIALIST

Certificate Program

Required Courses (28 units) Units

TEL-41	Introduction to Telecommunications	3
TEL-42	Writing for Broadcast Television and Radio	3
TEL-43	Television Studio and Equipment	3
TEL-44	Introduction to Television Production	3.5
JOU/TEL-45	Television News Production	3.5
and		
<u>Choose 3 units</u>		<u>3</u>
TEL-38	Telecommunications Production Project	3
TEL-53	Telecommunications Laboratory	3
and		
Electives	(Choose from list below)	9

Electives (9 units)

TEL/MUS-11	Sound Recording and Reinforcement Techniques	3
TEL-12	History of American Film	3
TEL-48	Short Film Production	3
TEL-51	Telecommunications Laboratory	1
TEL-52	Telecommunications Laboratory	2
TEL-60	Overview of Digital Media	3
TEL-63	Multimedia Sound Design Techniques	3
TEL-64	Digital Editing Principles and Techniques	3
TEL-65	The Director's Art in Filmmaking	3
TEL-66	Advanced Digital Editing	3
TEL-67	Introduction to Video Production	2
TEL-68	Story Development Process in the Entertainment Industry	3
TEL-69	Script Supervising for Film and Television	3
TEL-70	Scriptwriting Software using Final Draft	1
TEL-71	Sound Engineering for Audio in Media	3
TEL-200	Telecommunications Work Experience	1-2-3-4
ART-22	Basic Design	3
ART-23	Design and Color	3
ART-36	Computer Art	3
ENG-38	Introduction to Screenwriting	3
GRT-68	3D Animation with Maya	3
GRT-69	Motion Graphics and Compositing with After Effects	3
GRT-71	Adobe PhotoShop for Publishing	3
GRT-78A	Multimedia Construction using Macromedia Director	3
GRT-78B	Multimedia Construction using Lingo	3
JOU-1	Introduction to Journalism	3
JOU-7	Mass Communications	3

MUS-8A	Introduction to MIDI and Digital Audio	3
PHO-8	Introduction to Photography	3
THE-5	Theater Practicum	3

Associate in Science Degree

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-1

Date: January 29, 2008

Subject: 2006-2007 Independent Audit Report for the Riverside Community College District

Background: In accordance with Education Code Section 84040(b), an independent audit of the District's 2006-2007 financial statements was performed by Vavrinek, Trine, Day & Co., LLP Certified Public Accountants (VTD). A representative of the firm will be available to present the report. Results of the audit are summarized below.

Audit Findings

Three current year audit findings are summarized below (pages 71 through 76):

- Compensation for Personal Services: A confirmation/after-the-fact statement to certify work performed on the Moreno Valley Trio program was not completed by the program director as required by OMB cost principles.
- Suspension or Debarment Certifications for Contracts between \$25,000 to \$100,000: Federal regulations require that potential contractors and subcontractors seeking to do business with the District are required to complete a debarment and suspension certification when the value of the contract exceeds \$25,000. The District's procedures specified, in error, completion of the certification for contract values that exceeded \$100,000. In addition, the District did not review the Excluded Parties List System (EPLS) website for debarred or suspended subcontractors/suppliers unless the contract value exceeded \$100,000.
- Student Health Fees (Section 437): The District's process for students to claim a student health fee exemption was not clearly disclosed.

The recommendation for the one prior year audit finding related to Title IV refunds has been fully implemented (pages 77 through 78).

Audit Adjustments

There was one audit adjustment to the District's financial statements (page 58), resulting in an increase of \$464,297 to accounts payable in the Capital Outlay Project Fund.

Auditor's Required Communication – Audit Completion

In accordance with Statement on Auditing Standards No. 114, at the conclusion of the audit engagement VTD is required to communicate information to the Board of Trustees regarding

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-1

Date: January 29, 2008

Subject: 2006-2007 Independent Audit Report for the Riverside Community College
District (continued)

their responsibility under United States Generally Accepted Auditing Standards and OMB Circular A-133, significant accounting policies, accounting estimates, significant audit adjustments and uncorrected misstatements, disagreements with management, consultation with other independent accountants, issues discussed prior to retention of independent auditors and difficulties encountered in performing the audit. Attached for your information is the required communication issued by VTD.

Management Recommendations

Three recommendations to improve operational internal controls were recommended to management as shown in the attached letter.

Recommended Action: It is recommended that the Board of Trustees receive the Riverside Community College District's independent audit report for the year ended June 30, 2007 for the permanent file of the District.

James L. Buysse
Interim Chancellor

Prepared by: Bill J. Bogle, Jr.
District Controller



RIVERSIDE COMMUNITY
COLLEGE DISTRICT

ANNUAL FINANCIAL REPORT

JUNE 30, 2007

RIVERSIDE COMMUNITY COLLEGE DISTRICT
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JUNE 30, 2007

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FINANCIAL SECTION



INDEPENDENT AUDITORS' REPORT

Board of Trustees
Riverside Community College District
Riverside, California

We have audited the accompanying basic financial statements of the Riverside Community College District (the District) as of and for the year ended June 30, 2007, and its aggregate discretely presented component unit, the Riverside Community College District Foundation. These financial statements are the responsibility of the District's management. Our responsibility is to express an opinion on these financial statements based on our audit. The financial statements of the District as of June 30, 2006, were audited by other auditors, whose report dated October 27, 2006, was unqualified.

We did not audit the financial statements of the Riverside Community College District Foundation (the Foundation), which represents 100 percent of the assets, net assets, and revenue of the District's aggregate discretely presented component unit as of and for the year ended June 30, 2006. Those statements were audited by other auditors, whose report dated September 15, 2006, was unqualified.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall basic financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the basic financial statements referred to above present fairly, in all material respects, the financial position of the Riverside Community College District and its discretely presented component unit, the Riverside Community College District Foundation, as of June 30, 2007, and the respective changes in financial position and cash flows, for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated December 21, 2007, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

The Management's Discussion and Analysis, as listed in the Table of Contents, is not a required part of the basic financial statements, but is supplementary information required by the accounting principles generally accepted in the United States of America. This supplementary information is the responsibility of the District's management. We have applied certain limited procedures, consisting principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The supplementary information listed in the Table of Contents, including the Schedule of Expenditures of Federal Awards, which is required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, are fairly stated in all material respects in relation to the basic financial statements taken as a whole.

The Additional Supplementary Information on pages 80 through 87 has been presented at the request of District management for purposes of additional analysis. We have applied certain limited procedures consisting primarily of analysis and inquiry regarding presentation; however, we did not audit the information. Accordingly, we express no opinion on them.

Wawrinek, Irine, Day & Co. LLP

Rancho Cucamonga, California
December 21, 2007

RIVERSIDE COMMUNITY COLLEGE

Moreno Valley • Norco • Riverside

USING THIS ANNUAL REPORT

The purpose of this annual report is to provide readers with information about the activities programs and financial condition of the Riverside Community College District (the District) as of June 30, 2007. The report consists of three basic financial statements: the Statement of Net Assets; Statement of Revenues, Expenses, and Changes in Net Assets; and Statement of Cash Flows and provides information about the District as a whole. This section of the annual financial report presents our discussion and analysis of the District's financial performance during the fiscal year that ended on June 30, 2007. Please read it in conjunction with the District's financial statements, which immediately follow this section. Responsibility for the completeness and accuracy of this information rests with District management.

OVERVIEW OF THE FINANCIAL STATEMENTS

The focus of the Statement of Net Assets is designed to be similar to the bottom line results of the District. This statement combines and consolidates current financial resources with capital assets and long-term obligations. The Statement of Revenues, Expenses, and Changes in Net Assets focuses on the costs of the District's operational activities, which are supported primarily by local property taxes and State apportionment revenues. The Statement of Cash Flows provides an analysis of the sources and uses of cash within the operations of the District.

The California Community Colleges Chancellor's Office has recommended that all State community colleges follow the Business Type Activity (BTA) model for financial statement reporting purposes.

FINANCIAL HIGHLIGHTS

- The District's primary funding source is from apportionment received from the State of California. The primary basis of this apportionment is the calculation of Full Time Equivalent Students (FTES). During the 2006-2007 fiscal year, the reported FTES were 23,967 as compared to 26,323 in the 2005-2006 fiscal year. The District was fully funded for fiscal year 2006-2007 and fiscal year 2005-2006.
- Several construction and modernization projects at the District's three campuses resulted in completed buildings, building improvements, and improvements to sites of approximately \$1,348,883 in the 2006-2007 fiscal year. These projects are funded both through State construction revenues and through the District's voter approved general obligation bond, Measure C.
- Costs for employee salaries increased by 13.69 percent or \$12.2 million from the 2005-2006 fiscal year, and costs associated with employee benefits increased by 25.50 percent or \$5.8 million. The increase in salaries is primarily due to COLA of 5.92 percent plus a 2.0 percent negotiated labor contract increase. The increase in the benefit costs is due to continued rising costs of health and welfare benefits paid on behalf of both current employees and retirees.
- During the 2006-2007 fiscal year, the District provided almost \$19.0 million in financial aid to students attending classes at the three campuses. This aid was provided in the form of grants, scholarships, loans, and tuition reductions funded through the Federal government, State Chancellor's Office, and local funding.
- The District issued \$90 million in general obligation bonds in June 2007 for construction and renovation projects and equipment throughout the District.



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RCC Norco • 2001 Third Street, Norco, CA 92860-2600 • (951) 372-7000 • FAX (951) 372-7050
RCC Riverside • 4800 Magnolia Avenue, Riverside, CA 92506-1299 • (951) 222-8000 • FAX (951) 222-8036

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**MANAGEMENT'S DISCUSSION AND ANALYSIS
 JUNE 30, 2007**

THE DISTRICT AS A WHOLE

Net Assets

Table 1

(Amounts in thousands)

	<u>2007</u>	<u>2006</u>	<u>Change</u>	<u>2005</u>	<u>Change</u>
ASSETS					
Current Assets					
Cash and investments	\$ 162,396	\$ 80,321	\$ 82,075	\$ 83,449	\$ 78,947
Accounts receivable (net)	21,120	12,326	8,794	14,244	6,876
Other current assets	1,179	89	1,090	98	1,081
Total Current Assets	<u>184,695</u>	<u>92,736</u>	<u>91,959</u>	<u>97,791</u>	<u>86,904</u>
Capital Assets (net)	<u>172,155</u>	<u>143,102</u>	<u>29,053</u>	<u>117,294</u>	<u>54,861</u>
Total Assets	<u><u>\$356,850</u></u>	<u><u>\$235,838</u></u>	<u><u>\$121,012</u></u>	<u><u>\$215,085</u></u>	<u><u>\$141,765</u></u>
LIABILITIES					
Current Liabilities					
Accounts payable and accrued liabilities	\$ 22,225	\$ 15,041	\$ 7,184	\$ 13,597	\$ 8,628
Amounts held in trust for others	2,043	1,034	1,009	1,012	1,031
Current portion of long-term obligations	9,183	7,239	1,944	5,633	3,550
Total Current Liabilities	<u>33,451</u>	<u>23,314</u>	<u>10,137</u>	<u>20,242</u>	<u>13,209</u>
Long-Term Obligations	<u>153,936</u>	<u>68,597</u>	<u>-</u>	<u>77,097</u>	<u>76,839</u>
Total Liabilities	<u><u>187,387</u></u>	<u><u>91,911</u></u>	<u><u>10,137</u></u>	<u><u>97,339</u></u>	<u><u>90,048</u></u>
NET ASSETS					
Invested in capital assets	114,599	110,337	4,262	99,611	14,988
Restricted	36,137	33,590	2,547	18,135	18,002
Unrestricted	18,727	-	18,727	-	18,727
Total Net Assets	<u><u>\$169,463</u></u>	<u><u>\$143,927</u></u>	<u><u>\$ 25,536</u></u>	<u><u>\$117,746</u></u>	<u><u>\$ 51,717</u></u>

Cash and investments consist primarily of funds held in the Riverside County Treasury. The changes in our cash position are explained in the Statement of Cash Flows on pages 15 and 16.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS JUNE 30, 2007

Operating Results for the Year

The results of this year's operations for the District as a whole are reported in the Statement of Revenues, Expenses, and Changes in Net Assets on page 14.

Table 2

(Amounts in thousands)

	2007	2006	Change	2005	Change
Operating Revenues					
Tuition and fees	\$ 12,923	\$ 14,294	\$ (1,371)	\$ 13,875	\$ (952)
Grants and contracts	31,814	29,617	2,197	29,539	2,275
Auxiliary sales and charges	2	-	2	-	2
Total Operating Revenues	<u>44,739</u>	<u>43,911</u>	<u>828</u>	<u>43,414</u>	<u>1,325</u>
Operating Expenses					
Salaries and benefits	124,868	112,642	12,226	102,016	22,852
Supplies and maintenance	47,700	37,831	9,869	37,153	10,547
Depreciation	5,166	5,115	51	4,144	1,022
Total Operating Expenses	<u>177,734</u>	<u>155,588</u>	<u>22,146</u>	<u>143,313</u>	<u>34,421</u>
Loss on Operations	<u>(132,995)</u>	<u>(111,677)</u>	<u>(21,318)</u>	<u>(99,899)</u>	<u>(33,096)</u>
Nonoperating Revenues					
State apportionments	88,437	68,270	20,167	62,048	26,389
Property taxes	43,101	43,803	(702)	35,674	7,427
State revenues	4,529	4,689	(160)	3,844	685
Net investment income	4,170	4,030	140	1,604	2,566
Net interest expense	(3,516)	(3,036)	(480)	(3,313)	(203)
Other nonoperating revenues	12,190	6,080	6,110	6,897	5,293
Total Nonoperating Revenue	<u>148,911</u>	<u>123,836</u>	<u>25,075</u>	<u>106,754</u>	<u>42,157</u>
Other Revenues					
State and local capital income	9,620	5,270	4,350	5,515	4,105
Gain (Loss) on disposal of assets	-	8,752	(8,752)	(9)	9
	<u>9,620</u>	<u>14,022</u>	<u>(4,402)</u>	<u>5,506</u>	<u>4,114</u>
Net Increase in Net Assets	<u>\$ 25,536</u>	<u>\$ 26,181</u>	<u>\$ (645)</u>	<u>\$ 12,361</u>	<u>\$ 13,175</u>

The District's primary revenue is from the State apportionment calculation which is comprised of three sources: local property taxes, student enrollment fees, and State apportionment. Property taxes levied and received from property within the County decreased and student resident enrollment fees decreased during the year from \$26 per unit to \$20 per unit. However, these decreases were offset by a corresponding increase in State apportionment revenues.

Grant and contract revenues relate primarily to student financial aid, as well as to specific Federal and State grants received for programs serving the students and programs of the District. These grant and program revenues are restricted as to the allowable expenses related to the programs.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**MANAGEMENT'S DISCUSSION AND ANALYSIS
 JUNE 30, 2007**

Interest income of \$4.6 million was off set by interest expense of \$3.9 million. The interest income is primarily the result of cash held in the Riverside County Treasury. Interest income is up approximately \$.5 million over the 2005-2006 fiscal year. Interest income and expenses have increased over fiscal year 2005-2006 due to the Series C GO Bond issuance in late June 2007.

In accordance with requirements set forth by the California Community Colleges Chancellor's Office, the District reports operating expenses by object code. Operating expenses by functional classification are as follows:

Table 3

Year ended June 30, 2007:

	Salaries and Employee Benefits	Supplies, Material, and Other Expenses and Services	Equipment, Maintenance, and Repairs	Depreciation	Total
Instructional activities	\$ 61,619,751	\$ 4,009,189	\$ 2,271,756	\$ -	\$ 67,900,696
Academic support	31,425,851	14,793,669	730,944	-	46,950,464
Student services	14,166,180	1,575,367	261,103	-	16,002,650
Plant operations and maintenance	5,770,803	3,725,775	383,083	-	9,879,661
Instructional support services	4,244,377	374,270	298,969	-	4,917,616
Community services and economic development	1,224,664	311,300	61,768	-	1,597,732
Ancillary services and auxiliary operations	6,349,764	2,614,357	115,220	-	9,079,341
Student aid	-	14,017,066	-	-	14,017,066
Physical property and related acquisitions	66,514	2,039,622	116,613	-	2,222,749
Unallocated depreciation	-	-	-	5,165,636	5,165,636
Total	<u>\$124,867,904</u>	<u>\$ 43,460,615</u>	<u>\$ 4,239,456</u>	<u>\$ 5,165,636</u>	<u>\$177,733,611</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**MANAGEMENT'S DISCUSSION AND ANALYSIS
 JUNE 30, 2007**

Year ended June 30, 2006:

	Salaries and Employee Benefits	Supplies, Material, and Other Expenses and Services	Equipment, Maintenance, and Repairs	Depreciation	Total
Instructional activities	\$ 56,284,994	\$ 3,120,078	\$ 339,202	\$ -	\$ 59,744,274
Academic support	28,238,614	7,770,073	420,033	-	36,428,720
Student services	12,650,613	1,622,924	73,013	-	14,346,550
Plant operations and maintenance	5,134,222	3,272,285	188,517	-	8,595,024
Instructional support services	3,585,236	379,588	78,933	-	4,043,757
Community services and economic development	1,206,536	449,845	19,359	-	1,675,740
Ancillary services and auxiliary operations	5,541,356	2,427,118	484,442	-	8,452,916
Student aid	-	15,128,069	-	-	15,128,069
Physical property and related acquisitions	-	333,326	1,723,905	-	2,057,231
Unallocated depreciation	-	-	-	5,115,520	5,115,520
Total	\$112,641,571	\$ 34,503,306	\$ 3,327,404	\$ 5,115,520	\$155,587,801

Changes in Cash Position

Table 4

(Amounts in thousands)

	2007	2006	Change	2005	Change
Cash Provided by (Used in)					
Operating activities	\$ (125,332)	\$ (104,666)	\$ (20,666)	\$ (89,229)	\$ (36,103)
Noncapital financing activities	143,630	124,019	19,611	104,651	38,979
Capital financing activities	59,778	(26,489)	86,267	48,102	11,676
Investing activities	3,999	4,007	(8)	2,657	1,342
Net Increase (Decrease) in Cash	82,075	(3,129)	85,204	66,181	15,894
Cash, Beginning of Year	80,320	83,449	(3,129)	17,268	63,052
Cash, End of Year	<u>\$ 162,395</u>	<u>\$ 80,320</u>	<u>\$ 82,075</u>	<u>\$ 83,449</u>	<u>\$ 78,946</u>

The Statement of Cash Flows on pages 15 and 16 provides information about our cash receipts and payments during the year. This statement also assists users in assessing the District's ability to meet its obligations as they come due and its need for external financing. The District's primary operating receipts are student tuition and fees and Federal, State, and local grants and contracts. The primary operating expense of the District is the payment of salaries and benefits to faculty, administrators, and classified staff.

While State apportionment revenues and property taxes are the primary source of noncapital related revenue, the GASB accounting standards require that this source of revenue is shown as nonoperating revenue as it comes from the general resources of the State and not from the primary users of the college's programs and services, students. The District depends upon this funding to continue the current level of operations.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**MANAGEMENT'S DISCUSSION AND ANALYSIS
 JUNE 30, 2007**

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

At June 30, 2007, the District had \$172,155,534 in a broad range of capital assets, including land, buildings, and furniture and equipment. At June 30, 2006, the District's net capital assets were \$143,101,654. Major capital improvement projects are ongoing throughout the college campuses. These projects are primarily funded through State Construction Revenues and General Obligation Bonds. Projects are accounted for within our Construction in Progress account until the project is completed at which time the cost of the buildings and/or improvements will be recorded to the depreciable Buildings and Improvement category.

Table 5

	Balance Beginning of Year	Additions	Deletions	Balance End of Year
Land and construction in progress	\$ 53,880,735	\$ 31,111,140	\$ -	\$ 84,991,875
Buildings and improvements	109,316,692	1,348,883	-	110,665,575
Equipment and vehicles	18,030,987	1,759,493	(121,475)	19,669,005
Subtotal	181,228,414	34,219,516	(121,475)	215,326,455
Accumulated depreciation	(38,126,760)	(5,165,636)	121,475	(43,170,921)
	<u>\$ 143,101,654</u>	<u>\$ 29,053,880</u>	<u>\$ -</u>	<u>\$ 172,155,534</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**MANAGEMENT'S DISCUSSION AND ANALYSIS
 JUNE 30, 2007**

Obligations

At the end of the 2006-2007 fiscal year, the District had \$159,139,934 in General Obligation Bonds outstanding. These bonds are repaid annually in accordance with the obligation requirements through property tax assessments on property within the Riverside Community College District boundaries.

In addition to the above obligations, the District is obligated to employees of the District for vacation and load banking benefits and lease purchase agreements for equipment.

Table 6

	Balance Beginning of Year	Additions	Deletions	Balance End of Year
General obligation bonds	\$ 71,967,557	\$ 93,655,214	\$ (6,482,837)	\$159,139,934
Other liabilities	3,867,857	859,761	(748,897)	3,978,721
Total Long-Term Obligations	<u>\$ 75,835,414</u>	<u>\$ 94,514,975</u>	<u>\$ (7,231,734)</u>	<u>\$163,118,655</u>
Amount due within one year				<u>\$ 9,182,730</u>

GENERAL FUND BUDGETARY HIGHLIGHTS

Over the course of the year, the District revises its budget to provide for unanticipated changes in revenues and expenditures. The Board of Trustees adopted the final amendment to the budget for the 2006-2007 fiscal year on June 19, 2007.

The District's final revised budget for the unrestricted General Fund anticipated that expenditures would exceed revenue by \$.9 million. The actual results for the year showed revenues exceeded expenditures by \$5.4 million.

ECONOMIC FACTORS AFFECTING THE FUTURE OF THE RIVERSIDE COMMUNITY COLLEGE DISTRICT

The economic position of the District is closely tied to the State of California as State apportionments and property taxes allocated to the District represent approximately 86.03 percent of the total unrestricted sources of revenues received within the General Fund. The District declined in reported FTES during fiscal year 2006-2007. The District continues to monitor enrollment and operating costs of the District to ensure ongoing financial stability and retain the reserve levels required by Board Policy and the State Chancellor's Office.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS JUNE 30, 2007

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide the District's citizens, taxpayers, students, and investors and creditors with a general overview of the District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need any additional financial information, contact the Riverside Community College District at 4800 Magnolia Avenue, Riverside, California 92506.

BASIC FINANCIAL STATEMENTS

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**STATEMENTS OF NET ASSETS
 JUNE 30, 2007 AND 2006**

	<u>2007</u>	<u>2006</u>
ASSETS		
Current Assets		
Cash and cash equivalents	\$ 2,748,567	\$ 2,755,296
Investments	159,646,947	77,565,106
Accounts receivable, net	21,119,982	12,326,465
Prepaid expenses	73,137	60,720
Deferred cost on issuance	1,084,831	-
Stores inventories	21,310	28,916
Total Current Assets	<u>184,694,774</u>	<u>92,736,503</u>
Noncurrent Assets		
Nondepreciable capital assets	84,991,875	53,880,735
Depreciable capital assets, net of depreciation	87,163,659	89,220,919
Total Noncurrent Assets	<u>172,155,534</u>	<u>143,101,654</u>
TOTAL ASSETS	<u>356,850,308</u>	<u>235,838,157</u>
LIABILITIES		
Current Liabilities		
Accounts payable	13,477,156	8,342,437
Accrued interest payable	1,122,959	1,246,044
Deferred revenue	4,794,287	2,976,852
Claims liability	2,831,205	2,476,763
Amounts held in trust on behalf of others	2,042,870	1,033,629
Compensated absences payable - current portion	620,886	516,535
Bonds payable - current portion	8,040,000	6,320,000
Lease obligations - current portion	17,195	-
Other long-term obligations - current portion	504,619	402,234
Total Current Liabilities	<u>33,451,177</u>	<u>23,314,494</u>
Noncurrent Liabilities		
Compensated absences payable - noncurrent portion	1,707,857	1,549,605
Bonds payable - noncurrent portion	143,414,386	60,616,109
Net debt premium	7,685,578	5,031,448
Lease obligations - noncurrent portion	56,250	-
Other long-term obligations - noncurrent portion	1,071,884	1,399,483
Total Noncurrent Liabilities	<u>153,935,955</u>	<u>68,596,645</u>
TOTAL LIABILITIES	<u>187,387,132</u>	<u>91,911,139</u>
NET ASSETS		
Invested in capital assets, net of related debt	114,598,597	110,337,049
Restricted for:		
Debt service	17,618,543	11,820,288
Capital projects	13,315,637	21,769,681
Other activities	5,202,943	-
Unrestricted	18,727,456	-
TOTAL NET ASSETS	<u>\$ 169,463,176</u>	<u>\$ 143,927,018</u>

The accompanying notes are an integral part of these financial statements.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**STATEMENTS OF REVENUES, EXPENSES,
 AND CHANGES IN NET ASSETS
 FOR THE YEARS ENDED JUNE 30, 2007 AND 2006**

	<u>2007</u>	<u>2006</u>
OPERATING REVENUES		
Student Tuition and Fees	\$ 18,278,142	\$ 20,369,130
Less: Scholarship discount and allowance	(5,354,970)	(6,074,796)
Net tuition and fees	<u>12,923,172</u>	<u>14,294,334</u>
Grants and Contracts, noncapital:		
Federal	19,939,276	21,480,732
State	11,874,851	8,136,160
Internal Service Sales and Charges	1,631	-
TOTAL OPERATING REVENUES	<u>44,738,930</u>	<u>43,911,226</u>
OPERATING EXPENSES		
Salaries	101,977,931	89,770,779
Employee benefits	22,889,973	22,870,792
Supplies, materials, and other operating expenses and services	43,460,615	34,503,306
Equipment, maintenance, and repairs	4,239,456	3,327,404
Depreciation	5,165,636	5,115,520
TOTAL OPERATING EXPENSES	<u>177,733,611</u>	<u>155,587,801</u>
OPERATING LOSS	<u>(132,994,681)</u>	<u>(111,676,575)</u>
NONOPERATING REVENUES (EXPENSES)		
State apportionments, noncapital	88,436,441	68,269,940
Local property taxes	43,100,491	43,803,016
State taxes and other revenues	4,529,367	4,689,052
Investment income, net	4,170,219	4,029,786
Interest expense on capital related debt	(3,928,624)	(3,035,759)
Interest income on capital asset-related debt, net	412,550	-
Other nonoperating revenue	12,190,417	6,079,460
TOTAL NONOPERATING REVENUES (EXPENSES)	<u>148,910,861</u>	<u>123,835,495</u>
INCOME BEFORE OTHER REVENUES AND EXPENSES	<u>15,916,180</u>	<u>12,158,920</u>
State revenues, capital	9,619,978	5,270,334
Gain on disposal of assets	-	8,751,971
TOTAL INCOME BEFORE OTHER OTHER REVENUES AND EXPENSES	<u>9,619,978</u>	<u>14,022,305</u>
INCREASE IN NET ASSETS	25,536,158	26,181,225
NET ASSETS, BEGINNING OF YEAR	<u>143,927,018</u>	<u>117,745,793</u>
NET ASSETS, END OF YEAR	<u>\$ 169,463,176</u>	<u>\$ 143,927,018</u>

The accompanying notes are an integral part of these financial statements.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**STATEMENTS OF CASH FLOWS
 FOR THE YEARS ENDED JUNE 30, 2007 AND 2006**

	2007	2006
CASH FLOWS FROM OPERATING ACTIVITIES		
Tuition and fees	\$ 12,715,382	\$ 14,272,219
Federal grants and contracts	19,939,276	21,449,482
State grants and contracts	12,419,336	9,204,102
Payments to vendors for supplies and services	(46,228,952)	(37,310,057)
Payments to or on behalf of employees	(125,095,809)	(112,303,511)
Other operating receipts	918,005	22,019
Net Cash Flows From Operating Activities	<u>(125,332,762)</u>	<u>(104,665,746)</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
State apportionments	87,997,324	69,476,010
Property taxes	42,069,003	43,132,892
State taxes and other apportionments	1,810,325	5,451,091
Other nonoperating	11,753,823	5,958,900
Net Cash Flows From Noncapital Financing Activities	<u>143,630,475</u>	<u>124,018,893</u>
CASH FLOWS FROM CAPITAL FINANCING ACTIVITIES		
Purchase of capital assets	(32,486,516)	(31,207,601)
Proceeds from sale of capital assets	-	9,035,971
Proceeds from sale of general obligation bonds	93,793,659	
State revenue, capital projects	9,619,978	5,270,334
Principal paid on capital debt	(6,547,837)	(7,053,155)
Interest paid on capital debt	(3,928,624)	(2,492,040)
Interest received on capital asset-related debt	412,550	-
Deferred cost on issuance	(1,084,831)	-
Other expenses for capital financing activities, net	-	(41,876)
Net Cash Flows From Capital Financing Activities	<u>59,778,379</u>	<u>(26,488,367)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Interest received from investments	3,999,020	4,006,792
Net Cash Flows From Investing Activities	<u>3,999,020</u>	<u>4,006,792</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	82,075,112	(3,128,428)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	80,320,402	83,448,830
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 162,395,514</u>	<u>\$ 80,320,402</u>

The accompanying notes are an integral part of these financial statements.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**STATEMENTS OF CASH FLOWS, Continued
 FOR THE YEARS ENDED JUNE 30, 2007 AND 2006**

	<u>2007</u>	<u>2006</u>
RECONCILIATION OF NET OPERATING LOSS TO NET CASH FLOWS FROM OPERATING ACTIVITIES		
Operating Loss	\$ (132,994,681)	\$ (111,676,575)
Adjustments to Reconcile Operating Loss to Net Cash Used by Operating Activities:		
Depreciation expense	5,165,636	5,155,520
Changes in Assets and Liabilities:		
Receivables, net	(34,249)	788,118
Inventories	7,606	2,776
Prepaid items	(12,417)	5,315
Accounts payable and other accrued liabilities	(328,752)	691,722
Deferred revenue	1,817,435	226,459
Funds held for others	1,009,241	22,019
Compensated absences	37,419	158,900
Total Adjustments	<u>7,661,919</u>	<u>7,050,829</u>
Net Cash Flows From Operating Activities	<u><u>\$ (125,332,762)</u></u>	<u><u>\$ (104,625,746)</u></u>
 CASH AND CASH EQUIVALENTS CONSIST OF THE FOLLOWING:		
Cash in banks	\$ 2,748,567	\$ 2,755,296
Cash in county treasury	159,646,947	77,565,106
Total Cash and Cash Equivalents	<u><u>\$ 162,395,514</u></u>	<u><u>\$ 80,320,402</u></u>
 NON CASH TRANSACTIONS		
On behalf payments for benefits	<u><u>\$ 2,720,297</u></u>	<u><u>\$ 2,408,236</u></u> *

* Non cash transaction listed as note disclosure in prior year audit.

The accompanying notes are an integral part of these financial statements.

***DISCRETELY PRESENTED COMPONENT UNIT
RIVERSIDE COMMUNITY COLLEGE DISTRICT FOUNDATION***

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**DISCRETELY PRESENTED COMPONENT UNIT
 RIVERSIDE COMMUNITY COLLEGE DISTRICT FOUNDATION
 STATEMENTS OF FINANCIAL POSITION
 JUNE 30, 2007 AND 2006**

	<u>2007</u>	<u>2006</u>
ASSETS		
Current Assets		
Cash and Cash Equivalents		
Unrestricted	\$ 26,954	\$ (25,766)
Restricted	1,530,697	689,398
Accounts receivable	7,129	-
Unconditional promises to give	149,260	162,847
Total Current Assets	<u>1,714,040</u>	<u>826,479</u>
Noncurrent Assets		
Investments - restricted	3,242,131	3,556,763
Long-term unconditional promises to give, net of allowance	170,879	111,345
Total Noncurrent Assets	<u>3,413,010</u>	<u>3,668,108</u>
Total Assets	<u>\$ 5,127,050</u>	<u>\$ 4,494,587</u>
 LIABILITIES AND NET ASSETS		
Current Liabilities		
Accounts payable	\$ 113,900	\$ 73,841
Refundable advances	150,000	150,000
Total Current Liabilities	<u>263,900</u>	<u>223,841</u>
Long-Term Obligations		
Long-term obligation to Riverside Community College District	421,368	177,037
Total Long-Term Obligations	<u>421,368</u>	<u>177,037</u>
Total Liabilities	<u>685,268</u>	<u>400,878</u>
 NET ASSETS		
Unrestricted		
Undesignated	206,088	41,051
Board designated	(586,644)	(190,611)
Total Unrestricted	<u>(380,556)</u>	<u>(149,560)</u>
Temporarily restricted	1,977,541	1,878,506
Permanently restricted	2,844,797	2,364,763
Total Net Assets	<u>4,441,782</u>	<u>4,093,709</u>
Total Liabilities and Net Assets	<u>\$ 5,127,050</u>	<u>\$ 4,494,587</u>

The accompanying notes are an integral part of these financial statements.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**DISCRETELY PRESENTED COMPONENT UNIT
 RIVERSIDE COMMUNITY COLLEGE DISTRICT FOUNDATION
 STATEMENTS OF ACTIVITIES
 FOR THE YEARS ENDED JUNE 30, 2007 AND 2006**

	2007			Total
	Unrestricted	Temporarily Restricted	Permanently Restricted	
REVENUES				
Donations	\$ 181,871	\$ 641,114	\$ 238,598	\$ 1,061,583
In-kind donations				
Donated assets	104,075	-	-	104,075
Donated material	43,734	-	-	43,734
Donated services	390,231	-	-	390,231
Assets released from restrictions	754,328	(699,569)	(54,759)	-
Total Revenues	<u>1,474,239</u>	<u>(58,455)</u>	<u>183,839</u>	<u>1,599,623</u>
EXPENSES				
Operating expenses	445,069	-	-	445,069
Program expenses	1,082,902	-	-	1,082,902
Fundraising expenses	194,076	-	-	194,076
Total Expenses	<u>1,722,047</u>	<u>-</u>	<u>-</u>	<u>1,722,047</u>
OTHER INCOME (EXPENSE)				
Realized losses on sale of investments	(67)	(1,042)	(4,345)	(5,454)
Unrealized gains	4,420	68,416	285,409	358,245
Interest and dividends income	1,633	25,274	105,434	132,341
Interest expense	(14,635)	-	-	(14,635)
Transfers	25,461	64,842	(90,303)	-
Total Other Income (Expense)	<u>16,812</u>	<u>157,490</u>	<u>296,195</u>	<u>470,497</u>
CHANGE IN NET ASSETS	(230,996)	99,035	480,034	348,073
NET ASSETS, BEGINNING OF YEAR	<u>(149,560)</u>	<u>1,878,506</u>	<u>2,364,763</u>	<u>4,093,709</u>
NET ASSETS, END OF YEAR	<u>\$ (380,556)</u>	<u>\$1,977,541</u>	<u>\$2,844,797</u>	<u>\$ 4,441,782</u>

The accompanying notes are an integral part of these financial statements.

2006			
Unrestricted	Temporarily Restricted	Permanently Restricted	Total
\$ 89,975	\$ 408,532	\$ 238,467	\$ 736,974
19,008	-	-	19,008
28,151	-	-	28,151
197,817	-	-	197,817
796,362	(727,407)	(68,955)	-
<u>1,131,313</u>	<u>(318,875)</u>	<u>169,512</u>	<u>981,950</u>
288,191	-	-	288,191
790,703	-	-	790,703
202,920	-	-	202,920
<u>1,281,814</u>	<u>-</u>	<u>-</u>	<u>1,281,814</u>
-	-	-	-
700	40,264	113,459	154,423
431	24,814	69,921	95,166
(1,035)	-	-	(1,035)
-	-	-	-
<u>96</u>	<u>65,078</u>	<u>183,380</u>	<u>248,554</u>
(150,405)	(253,797)	352,892	(51,310)
845	2,132,303	2,011,871	4,145,019
<u>\$ (149,560)</u>	<u>\$ 1,878,506</u>	<u>\$ 2,364,763</u>	<u>\$ 4,093,709</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**DISCRETELY PRESENTED COMPONENT UNIT
 RIVERSIDE COMMUNITY COLLEGE DISTRICT FOUNDATION
 STATEMENTS OF CASH FLOWS
 FOR THE YEARS ENDED JUNE 30, 2007 AND 2006**

	<u>2007</u>	<u>2006</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	\$ 348,073	\$ (51,310)
Adjustments to Reconcile Change in Net Assets to Net Cash Flows From Operating Activities		
Unrealized gain	(358,245)	(173,640)
Changes in Assets and Liabilities		
Increase in accounts receivable	(7,129)	-
Increase in unconditional promises to give	(45,947)	(756,478)
Increase (decrease) in accounts payable	40,059	(62,936)
Increase in refundable advances	-	150,000
Net Cash Flows From Operating Activities	<u>(23,189)</u>	<u>(894,364)</u>
 CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of investments	(1,033,570)	(905,096)
Proceeds from sale of investments	1,706,447	1,161,967
Net Cash Flows From Investing Activities	<u>672,877</u>	<u>256,871</u>
 CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from issuance of debt	244,331	722,249
 NET CHANGE IN CASH AND CASH EQUIVALENTS	894,019	84,756
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>663,632</u>	<u>578,876</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 1,557,651</u>	<u>\$ 663,632</u>
 CASH AND CASH EQUIVALENTS CONSIST OF:		
Unrestricted cash	\$ 26,954	\$ (25,766)
Restricted cash	1,530,697	689,398
TOTAL CASH AND CASH EQUIVALENTS	<u>\$ 1,557,651</u>	<u>\$ 663,632</u>

The accompanying notes are an integral part of these financial statements.

NOTES TO FINANCIAL STATEMENTS

RIVERSIDE COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2007 AND 2006

NOTE 1 - ORGANIZATION

The Riverside Community College District (the District) was established in 1916 as a political subdivision of the State of California and provides post secondary educational services to residents of the surrounding area. The District operates under a locally elected five-member Board of Trustees form of government, which establishes the policies and procedures by which the District operates. The Board must approve the annual budgets for the General Fund, special revenue funds, capital project funds, and proprietary funds, but these budgets are managed at the department level. Currently, the District operates three campuses located within western Riverside County. While the District is a political subdivision of the State of California, it is not a component unit of the State in accordance with the provisions of Governmental Accounting Standards Board (GASB) Statement No. 39.

Financial Reporting Entity

The District has adopted GASB Statement No. 39, *Determining Whether Certain Organizations are Component Units*. This statement amends GASB Statement No. 14, *The Financial Reporting Entity*, to provide additional guidance to determine whether certain organizations, for which the District is not financially accountable, should be reported as component units based on the nature and significance of their relationship with the District.

- **Riverside Community College District Foundation**

The Riverside Community College District Foundation (the Foundation) is a legally separate, tax-exempt organization. The Foundation acts primarily as a fundraising organization to provide grants and scholarships to students and support to employees, programs, and departments of the District. Although the District does not control the timing or amount of receipts from the Foundation, the majority of resources, or income thereon, that the Foundation holds and invests are restricted to the activities of the District by the donors. Because these restricted resources held by the Foundation can only be used by, or for the benefit of, the District, the Foundation is considered a component unit of the District. The Foundation is reported in separate financial statements because of the difference in its reporting model, as further described below.

The Foundation is a not-for-profit organization under Internal Revenue Code (IRS) Section 501(c)(3) that reports its financial results under Financial Accounting Standards Board (FASB) Statements. Most significant to the Foundation's operations and reporting model are FASB Statement No. 116, *Accounting for Contributions Received and Contributions Made*, and FASB Statement No. 117, *Financial Reporting for Not-For-Profit Organizations*. As such, certain revenue recognition criteria and presentation features are different from GASB revenue recognition criteria and presentation features. No modifications have been made to the Foundation's financial information in the District's financial reporting entity for these differences.

Financial statements for the Foundation can be obtained by calling the Foundation at (951) 222-8626.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2007 AND 2006

- **Riverside Community College District Development Corporation**

The Riverside Community College District Development Corporation (the Corporation) is a legally separate organization component unit of the District. The Corporation was formed to provide financing and acquire assets for the District. The Board of Trustees of the Corporation is the same as the Board of Trustees of the District. The financial activity has been "blended" or consolidated within the financial statements as the District as if the activity was the District's. Within the other supplementary information section of the report, the activity is included as the Riverside Community College District Development Corporation Fund as a Special Revenue Fund of the District. Individually prepared financial statements are not prepared for the Corporation.

The following entities do not meet the above criteria for inclusion as component units of the District. Additional information is included in Note 13 to the financial statements.

- **Joint Powers Agencies and Public Entity Risk Pools**

The District is associated with four joint powers agencies (JPAs). These organizations do not meet the criteria for inclusion as component units of the District. The JPAs are the Schools Excess Liability Fund (SELF), the Riverside Community College County Superintendent Self-Insurance Program for Employees (RCCCSSIPE), the Riverside Employers/Employees Plan (REEP), and the Alliance of Schools for Cooperative Insurance Program (ASCIP).

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

For financial reporting purposes, the District is considered a special-purpose government engaged only in business-type activities as defined by GASB Statements No. 34 and No. 35 as amended by GASB Statements No. 37 and No. 38. Accordingly, the District's financial statements have been presented using the economic resources measurement focus and the accrual basis of accounting. Under the accrual basis, revenues are recognized when earned, and expenses are recorded when an obligation has been incurred. All significant intra-agency and intra-fund transactions have been eliminated.

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. For the District, available means expected to be received within 90 days of fiscal year-end.

Nonexchange transactions, in which the District receives value without directly giving equal value in return, include State apportionments, property taxes, certain grants, entitlements, and donations. Revenue from State apportionments is generally recognized in the fiscal year in which it is apportioned from the State. Revenue from property taxes is recognized in the fiscal year in which the taxes are received. Revenue from certain grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include time and purpose requirements.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2007 AND 2006

The accounting policies of the District conform to accounting principles generally accepted in the United States of America (US GAAP) as applicable to colleges and universities, as well as those prescribed by the California Community Colleges Chancellor's Office. The District reports are based on all applicable GASB pronouncements, as well as applicable FASB pronouncements issued on or before November 30, 1989, unless those pronouncements conflict or contradict GASB pronouncements. When applicable, certain prior year amounts have been reclassified to conform to current year presentation. The budgetary and financial accounts of the District are maintained in accordance with the State Chancellor's Office Budget and Accounting Manual.

The financial statements are presented in accordance with the reporting model as prescribed in GASB Statement No. 34, *Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments*, and GASB Statement No. 35, *Basic Financial Statements and Management's Discussion and Analysis for Public Colleges and Universities*, as amended by GASB Statements No. 37 and No. 38. The Business type activities model followed by the District requires the following components of the District's financial statements:

- Management's Discussion and Analysis
- Basic Financial Statements for the District as a whole including:
 - Statement of Net Assets
 - Statement of Revenues, Expenses, and Changes in Net Assets
 - Statement of Cash Flows
- Notes to the Financial Statements

Cash and Cash Equivalents

The District's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of one year or less from the date of acquisition. Cash equivalents also include cash with county treasury balances for purposes of the statement of cash flows.

Restricted Cash and Cash Equivalents

Cash balances restricted by external sources such as grants and contracts are classified as restricted cash and cash equivalents in the Statement of Net Assets.

Investments

In accordance with GASB Statement No. 31, *Accounting and Reporting for Certain Investments and for External Investment Pools*, investments are stated at fair value. Fair value is estimated based on published market prices at year-end. Investments for which there are no quoted market prices are not material.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2007 AND 2006

Accounts Receivable

Accounts receivable include amounts due from the Federal, State and/or local governments, or private sources, in connection with reimbursement of allowable expenditures made pursuant to the District's grants and contracts. Accounts receivable also consist of tuition and fee charges to students and auxiliary enterprise services provided to students, faculty, and staff, the majority of each residing in the State of California. The District provides for an allowance for uncollectible accounts as an estimation of amounts that may not be received. This allowance is based upon management's estimates and analysis. The allowance was estimated at \$208,229 for the year ended June 30, 2007.

Prepaid Expenditures

Prepaid expenditures or expenses represent payments made to vendors for services that will benefit periods beyond June 30.

Inventory

Inventory consists primarily of cafeteria food and supplies held for resale to the students and faculty of the college. Inventories are stated at cost, utilizing the weighted average method. The cost is recorded as an expense as the inventory is consumed.

Capital Assets and Depreciation

Capital assets are long-lived assets of the District as a whole and include land, construction-in-progress, buildings, leasehold improvements, and equipment. The District maintains an initial unit cost capitalization threshold of \$5,000. Assets are recorded at historical cost, or estimated historical cost, when purchased or constructed. The District does not possess any infrastructure. Donated capital assets are recorded at estimated fair market value at the date of donation. Improvements are capitalized; the costs of normal maintenance and repairs that do not add to the value of the asset or materially extend an asset's life are not. Major outlays for capital improvements are capitalized as construction-in-progress as the projects are constructed. Routine repairs and maintenance that do not extend the life of the building or equipment are charged as operating expenses in the year the expense is incurred.

Depreciation of capital assets is computed and recorded by the straight-line method. Estimated useful lives of the various classes of depreciable capital assets are as follows: buildings, 15 to 50 years; improvements, 10 years; equipment, 3 to 8 years.

Accrued Liabilities and Long-term Obligations

All payables, accrued liabilities, and long-term obligations are reported in the entity-wide financial statements.

Deferred Issuance Costs, Premiums, and Discounts

Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the straight line method.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2007 AND 2006

Compensated Absences

Accumulated unpaid employee vacation benefits are accrued as a liability as the benefits are earned. The entire compensated absence liability is reported on the entity-wide financial statements. The amounts have been recorded in the fund from which the employees, who have accumulated the leave, are paid. The District also participates in "load-banking" with eligible academic employees whereby the employee may teach extra courses in one period in exchange for time off in another period.

Sick leave is accumulated without limit for each employee based upon negotiated contracts. Leave with pay is provided when employees are absent for health reasons; however, the employees do not gain a vested right to accumulated sick leave. Employees are never paid for any sick leave balance at termination of employment or any other time. Therefore, the value of accumulated sick leave is not recognized as a liability in the District's financial statements. However, credit for unused sick leave is applicable to all classified school members who retire after January 1, 1999. At retirement, each member will receive .004 year of service credit for each day of unused sick leave.

Deferred Revenue

Deferred revenue arises when potential revenue does not meet both the "measurable" and "available" criteria for recognition in the current period or when resources are received by the District prior to the incurrence of qualifying expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the District has a legal claim to the resources, the liability for deferred revenue is removed from the combined balance sheet and revenue is recognized. Deferred revenues include (1) amounts received for tuition and fees prior to the end of the fiscal year that are related to the subsequent fiscal year and (2) amounts received from Federal and State grants received before the eligibility requirements are met are recorded as deferred revenue.

Net Assets

GASB Statements No. 34 and No. 35 report equity as "Net Assets." Net assets are classified according to external donor restrictions or availability of assets for satisfaction of District obligations according to the following net asset categories:

Invested in Capital Assets, Net of Related Debt: Capital Assets, net of accumulated depreciation and outstanding principal balances of debt attributable to the acquisition, construction, or improvement of those assets.

Restricted - Expendable: Net assets whose use by the District is subject to externally imposed constraints that can be fulfilled by actions of the District pursuant to those constraints or by the passage of time.

Unrestricted: Net assets that are not subject to externally imposed constraints. Unrestricted net assets may be designated for specific purposes by action of the Board of Trustees or may otherwise be limited by contractual agreements with outside parties. Substantially all unrestricted net assets are designated for special purposes.

When both restricted and unrestricted resources are available for use, it is the District's practice to use restricted resources first and the unrestricted resources when they are needed.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2007 AND 2006

Operating Revenues and Expenses

Classification of Revenues - The District has classified its revenues as either operating or nonoperating according to the following criteria:

Operating revenues - Operating revenues include activities that have the characteristics of exchange transactions, such as, (1) student tuition and fees, net of scholarship discounts and allowances, (2) sales and services of auxiliary enterprises, net of scholarship discounts and allowances, (3) most Federal, State, and local grants and contracts, and (4) interest on institutional student loans.

Nonoperating revenues - Nonoperating revenues include activities that have the characteristics of nonexchange transactions, such as State apportionments, property taxes, investment income, gifts and contributions, and other revenue sources described in GASB Statement No. 34.

Classification of Expenses - Nearly all the District's expenses are from exchange transactions and are classified as either operating or nonoperating according to the following criteria:

Operating expenses - Operating expenses are necessary costs to provide the services of the District and include employee salaries and benefits, supplies, operating expenses, and student financial aid.

Nonoperating expenses - Nonoperating expenses include interest expense and other expenses not directly related to the services of the District.

State Apportionments

Certain current year apportionments from the State are based on financial and statistical information of the previous year. Any corrections due to the recalculation of the apportionment are made in February of the subsequent year and are recorded in the District's financial records when received.

On-Behalf Payments

GASB Statement No. 24 requires direct on-behalf payments for fringe benefits and salaries made by one entity to a third party recipient for the employees for another legally separate entity be recognized as revenues and expenditures by the employer entity. The State of California makes direct on-behalf payments to the State Teachers and the Public Employees Retirement Systems (STRS and PERS) on behalf of all community colleges in California. The amounts of on-behalf payments were \$2,720,297 and \$0 for STRS and PERS, respectively.

Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2007 AND 2006

Property Tax

Secured property taxes attach as an enforceable lien on property as of January 1. The County Assessor is responsible for assessment of all taxable real property. Taxes are payable in two installments on November 1 and February 1 and become delinquent on December 10 and April 10, respectively. Unsecured property taxes are payable in one installment on or before August 31. The County of Riverside bills and collects the taxes on behalf of the District. Local property tax revenues are recorded when received.

Scholarship Discounts and Allowances

Student tuition and fee revenue is reported net of scholarship discounts and allowances in the Statement of Revenues, Expenditures, and Changes in Net Assets. Scholarship discounts and allowances represent the difference between stated charges for enrollment fees and the amount that is paid by students or third parties making payments on the students' behalf. To the extent that fee waivers and discounts have been used to satisfy tuition and fee charges, the District has recorded a scholarship discount and allowance.

Federal Financial Assistance Programs

The District participates in federally funded Pell Grants, FSEOG Grants, Federal Work-Study, Academic Competitiveness Grants, and Federal Family Education Loan programs, as well as other programs funded by the Federal government. Financial aid to students is either reported as operating expenses or scholarship allowances, which reduce revenues. The amount reported as operating expense represents the portion of aid that was provided to the student in the form of cash. These programs are audited in accordance with the Single Audit Act Amendments of 1996, and the U.S. Office of Management and Budget's revised Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*, and the related *Compliance Supplement*. During the year ended June 30, 2007 and 2006, the District distributed \$1,254,931 and \$1,308,429 in direct lending through the U.S. Department of Education. These amounts have not been included as revenues or expenses within the accompanying financial statements as the amounts were passed directly to qualifying students; however, the amounts are included on the Schedule of Expenditures of Federal Awards.

Interfund Activity

Exchange transactions between funds of the District are reported as revenues and expenses within the Statement of Revenues, Expenses, and Changes in Net Assets. Flows of cash or goods from one fund to another without a requirement for repayment are recognized as interfund transfers within the District's fund financial statements. Amounts owing between funds for both exchange and non-exchange transactions are recorded as interfund receivables and payables within the District's fund financial statements. Interfund transfers and interfund receivables and payables are eliminated during the consolidation process in the entity-wide financial statements.

Component Unit

The Riverside Community College District Foundation maintains its accounts in accordance with the principles and practices of fund accounting. Fund accounting is the procedure by which resources for various purposes are classified for accounting purposes in accordance with activities or objectives specified by donors. Accordingly, net assets and the changes in net assets are classified as follows:

RIVERSIDE COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2007 AND 2006

Permanently Restricted Net Assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Foundation. Generally, the donors of these assets permit the Foundation to use all or part of the income earned on related investments for general or specific purposes.

Temporarily Restricted Net Assets - Net assets subject to donor-imposed stipulations that will be met by actions of the Foundation and/or the passage of time.

Unrestricted Net Assets - Net assets not subject to donor-imposed restrictions.

Revenues are reported as increases in the unrestricted net assets classification unless use of the related assets is limited by donor-imposed restrictions. Contributions, including unconditional promises to give, are recognized as revenue in the period received. Conditional promises to give are not recognized as revenue until the conditions on which they depend are substantially met. Contributions for in-kind gifts from outside sources are recorded at their fair market value on the date of the donation.

Expenses are reported as decreases in unrestricted net assets. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in unrestricted net assets unless their use is restricted by explicit donor stipulation or by law.

Investments are reported at fair value based upon quoted market prices.

The Foundation is a not-for-profit organization that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and related California Franchise Tax Codes.

New Accounting Pronouncement

GASB Statement No. 45: In June 2004, GASB issued Statement No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions*. This statement establishes standards for the measurement, recognition and display of OPEB expense, expenditures and related liabilities or assets, note disclosures and, if applicable, required supplementary information in the financial reports of State and local governmental employers. This statement generally provides for prospective implementation - that is, that employers set the beginning net OPEB obligation at zero as of the beginning of the initial year. The District is in the process of determining the impact the implementation of this statement will have on the government-wide statements of net assets and activities. This statement is effective for periods beginning after December 15, 2006, depending upon the size of the governmental entities' financial activity. The District will be implementing the requirements of this standard in the 2008-2009 fiscal year.

Comparative Financial Information

Comparative financial information for the prior year has been presented for additional analysis; certain amounts presented in the prior year data may have been reclassified in order to be consistent with the current year's presentation.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2007 AND 2006

NOTE 3 - CASH AND INVESTMENTS

Policies and Practices

The District is authorized under California Government Code to make direct investments in local agency bonds, notes, or warrants within the State; U.S. Treasury instruments; registered State warrants or treasury notes; securities of the U.S. Government, or its agencies; bankers acceptances; commercial paper; certificates of deposit placed with commercial banks and/or savings and loan companies; repurchase or reverse repurchase agreements; medium term corporate notes; shares of beneficial interest issued by diversified management companies, certificates of participation, obligations with first priority security; and collateralized mortgage obligations.

Investment in County Treasury - The District is considered to be an involuntary participant in an external investment pool as the District is required to deposit all receipts and collections of monies with their County Treasurer (Education Code Section 41001). The fair value of the District's investment in the pool is reported in the accompanying financial statements at amounts based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis. The County Treasury also holds investments in a separate investment agreement account other than the County Pooled Investment noted above on behalf of the District. Funds in this investment agreement are strictly related to the District's general obligation bonds.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2007 AND 2006

General Authorizations

Limitations as they relate to interest rate risk, credit risk, and concentration of credit risk are indicated in the schedules below:

Authorized Investment Type	Maximum Remaining Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
Local Agency Bonds, Notes, Warrants	5 years	None	None
Registered State Bonds, Notes, Warrants	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptance	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements	92 days	20% of base	None
Medium-Term Corporate Notes	5 years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

Summary of Deposits and Investments

Deposits and investments as of June 30, 2007, consist of the following:

Cash on hand and in banks	\$ 2,698,567
Cash in revolving	50,000
Investments	159,646,947
Total Deposits and Investments	<u>\$ 162,395,514</u>

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The District manages its exposure to interest rate risk by investing in the County Pool and County Pooled Investment Fund.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**NOTES TO FINANCIAL STATEMENTS
 JUNE 30, 2007 AND 2006**

Specific Identification

Information about the sensitivity of the fair values of the District's investments to market interest rate fluctuation is provided by the following schedule that shows the distribution of the District's investment by maturity:

<u>Investment Type</u>	<u>Fair Market Value</u>	<u>Maturity Date</u>
Riverside County Treasurer - Investment agreement	\$ 12,581,216	8/31/2007
County Pooled Investment	146,894,282	1.14*
Total	<u>\$ 159,475,498</u>	

* Weighted average of maturity in years

Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The District's investments in the County pool are rated Aaa by Moody's Investor Services as of June 30, 2007.

<u>Investment Type</u>	<u>Minimum Legal Rating</u>	<u>Rating June 30, 2007</u>	<u>Fair Market Value</u>
Riverside County Treasurer - Investment agreement	Not required	Aaa	\$ 12,581,216
County Pooled Investment	Not required	Aaa	146,894,282
Total			<u>\$ 159,475,498</u>

Custodial Credit Risk - Deposits

This is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a policy for custodial credit risk. As of June 30, 2007, the District's bank balance of \$2,459,178 was exposed to custodial credit risk because it was uninsured and collateralized with securities held by the pledging financial institution's trust department or agent, but not in the name of the District.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2007 AND 2006

Custodial Credit Risk - Investments

This is the risk that, in the event of the failure of the counterparty, the District will not be able to recover the value of its investments or collateral securities that are in possession of an outside party. The cash held in the County Treasury is uncategorized and the fair value approximates carrying value are shown above in the credit risk schedule. Deposits with the County Treasury are not categories because they do not represent securities which exist in physical or book entry form. The deposits with the County Treasury are valued using the amortized cost method (which approximates fair value). The fair values are provided by the County Treasurer. As of June 30, 2007, \$147,052,205 is invested in the Riverside County Treasurer's Pooled Investment Fund. The Pooled Investment Fund is currently rated Aaa by Moody's Investor Services. The County Treasurer also holds \$12,594,742 in a separate investment account, XL Asset Funding Company, LLC. XL Asset Funding (XLAF) investment agreements are issued with a financial guaranty through their affiliate XL Capital Assurance Inc. With this guaranty, XLAF's investment agreements achieve a credit enhancement with a financial strength rating of Aaa by Moody's Investor Services. The District does not have a separate investment policy, but utilizes the investment policy of Riverside County Treasurer.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**NOTES TO FINANCIAL STATEMENTS
 JUNE 30, 2007 AND 2006**

NOTE 4 - ACCOUNTS RECEIVABLE

Receivables for the District consisted primarily of intergovernmental grants, entitlements, interest, and other local sources.

The accounts receivable are as follows:

	<u>2007</u>	<u>2006</u>
Federal Government		
Categorical aid	\$ 2,066,629	\$ 2,611,114
State Government		
Apportionment	5,576,162	1,175,217
Categorical aid	4,842,898	2,601,198
Lottery	1,393,603	897,935
Local Government		
Interest	739,252	568,053
Property taxes	3,681,507	2,650,019
Foundation	506,630	70,036
Riverside County Redevelopment	618,459	-
Other local sources	1,208,975	1,632,442
Total	<u>\$ 20,634,115</u>	<u>\$ 12,206,014</u>
Student receivables	\$ 694,096	\$ 172,073
Less allowance for bad debt	(208,229)	(51,622)
Student receivables, net	<u>\$ 485,867</u>	<u>\$ 120,451</u>
Total receivables, net	<u>\$ 21,119,982</u>	<u>\$ 12,326,465</u>

Discretely Presented Component Unit

The Foundation's accounts receivable consist primarily of donations and unconditional promises to give. In the opinion of management, all amounts have been deemed to be fully collectable.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**NOTES TO FINANCIAL STATEMENTS
 JUNE 30, 2007 AND 2006**

NOTE 5 - CAPITAL ASSETS

Capital asset activity for the District for the fiscal year ended June 30, 2007, was as follows:

	Balance Beginning of Year	Additions	Deductions	Balance End of Year
Capital Assets Not Being Depreciated				
Land	\$ 32,502,697	\$ -	\$ -	\$ 32,502,697
Construction in progress	21,378,038	31,111,140	-	52,489,178
Total Capital Assets Not Being Depreciated	<u>53,880,735</u>	<u>31,111,140</u>	<u>-</u>	<u>84,991,875</u>
Capital Assets Being Depreciated				
Land improvements	4,947,362	188,299	-	5,135,661
Buildings and improvements	104,369,330	1,160,584	-	105,529,914
Furniture and equipment	18,030,987	1,759,493	121,475	19,669,005
Total Capital Assets Being Depreciated	<u>127,347,679</u>	<u>3,108,376</u>	<u>121,475</u>	<u>130,334,580</u>
Total Capital Assets	<u>181,228,414</u>	<u>34,219,516</u>	<u>121,475</u>	<u>215,326,455</u>
Less Accumulated Depreciation				
Land improvements	4,342,272	111,752	-	4,454,024
Buildings and improvements	22,781,347	2,853,800	-	25,635,147
Furniture and equipment	11,003,141	2,200,084	121,475	13,081,750
Total Accumulated Depreciation	<u>38,126,760</u>	<u>5,165,636</u>	<u>121,475</u>	<u>43,170,921</u>
Net Capital Assets	<u>\$143,101,654</u>	<u>\$ 29,053,880</u>	<u>\$ -</u>	<u>\$172,155,534</u>

Depreciation expense for the year was \$5,165,636.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**NOTES TO FINANCIAL STATEMENTS
 JUNE 30, 2007 AND 2006**

Capital asset activity for the District for the fiscal year ended June 30, 2006, was as follows:

	Balance Beginning of Year	Additions	Deductions	Balance End of Year
Capital Assets Not Being Depreciated				
Land	\$ 30,199,218	\$ 2,303,479	\$ -	\$ 32,502,697
Construction in progress	14,342,285	21,037,262	14,001,509	21,378,038
Total Capital Assets Not Being Depreciated	<u>44,541,503</u>	<u>23,340,741</u>	<u>14,001,509</u>	<u>53,880,735</u>
Capital Assets Being Depreciated				
Land improvements	4,660,871	286,491	-	4,947,362
Buildings and improvements	84,585,492	19,783,838	-	104,369,330
Furniture and equipment	16,657,556	1,798,040	424,609	18,030,987
Total Capital Assets Being Depreciated	<u>105,903,919</u>	<u>21,868,369</u>	<u>424,609</u>	<u>127,347,679</u>
Total Capital Assets	<u>150,445,422</u>	<u>45,209,110</u>	<u>14,426,118</u>	<u>181,228,414</u>
Less Accumulated Depreciation				
Land improvements	4,239,936	102,336	-	4,342,272
Buildings and improvements	19,983,918	2,797,429	-	22,781,347
Furniture and equipment	9,211,995	2,215,755	424,609	11,003,141
Total Accumulated Depreciation	<u>33,435,849</u>	<u>5,115,520</u>	<u>424,609</u>	<u>38,126,760</u>
Net Capital Assets	<u>\$117,009,573</u>	<u>\$ 40,093,590</u>	<u>\$ 14,001,509</u>	<u>\$143,101,654</u>

Depreciation expense for the year was \$5,115,520.

NOTE 6 - ACCOUNTS PAYABLE

Accounts payable for the District consisted of the following:

	2007	2006
Accrued payroll and benefits	\$ 865,664	\$ 1,127,213
Apportionment	3,961,828	-
Construction payables	4,875,545	3,142,545
Other governmental entities	-	913,928
Other	3,774,119	3,158,751
Total	<u>\$ 13,477,156</u>	<u>\$ 8,342,437</u>

Discretely Presented Component Unit

The accounts payable of Foundation consist primarily of amounts owed to vendors for supplies and services.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**NOTES TO FINANCIAL STATEMENTS
 JUNE 30, 2007 AND 2006**

NOTE 7 - DEFERRED REVENUE

Deferred revenue at consisted of the following:

	<u>2007</u>	<u>2006</u>
State categorical aid	\$ 2,041,810	\$ 476,606
Enrollment fees	849,448	897,463
Theater subscriptions	326,092	208,583
Other local	1,576,937	1,394,200
Total	<u>\$ 4,794,287</u>	<u>\$ 2,976,852</u>

NOTE 8 - LONG-TERM OBLIGATIONS

Long-Term Obligations Summary

The changes in the District's long-term obligations during the 2007 fiscal year consisted of the following:

	<u>Balance Beginning of Year</u>	<u>Additions</u>	<u>Deductions</u>	<u>Balance End of Year</u>	<u>Due in One Year</u>
Bonds Payable					
General obligation bonds, Series A and B	\$ 9,520,000	\$ -	\$4,500,000	\$ 5,020,000	\$1,545,000
General obligation bonds, Refunding Bond 2005	57,416,109	838,247	1,820,000	56,434,356	475,000
Net unamortized debt premium	5,031,448	-	162,837	4,868,611	-
General obligation bonds, Series 2007 C	-	90,000,000	-	90,000,000	6,020,000
Net unamortized debt premium	-	2,816,967	-	2,816,967	-
Total Bonds Payable	<u>71,967,557</u>	<u>93,655,214</u>	<u>6,482,837</u>	<u>159,139,934</u>	<u>8,040,000</u>
Other Liabilities					
Compensated absences	2,066,140	262,603	-	2,328,743	620,886
Capital leases	-	138,445	65,000	73,445	17,195
Golden Handshake	1,144,395	248,959	465,648	927,706	463,853
Load banking	657,322	209,754	218,249	648,827	40,796
Total Other Liabilities	<u>3,867,857</u>	<u>859,761</u>	<u>748,897</u>	<u>3,978,721</u>	<u>1,142,730</u>
Total Long-Term Obligations	<u>\$75,835,414</u>	<u>\$94,514,975</u>	<u>\$7,231,734</u>	<u>\$ 163,118,655</u>	<u>\$9,182,730</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2007 AND 2006

The changes in the District's long-term obligations during the 2006 fiscal year consisted of the following:

	Balance Beginning of Year	Additions	Deductions	Balance End of Year	Due in One Year
Bonds Payable					
General obligation bonds, Series A and B	\$13,270,000	\$ -	\$ 3,750,000	\$ 9,520,000	\$ 4,500,000
General obligation, Refunding Bond 2005	58,386,109	-	970,000	57,416,109	1,820,000
Net unamortized debt premium	5,194,285	-	162,837	5,031,448	-
Total Bonds Payable	76,850,394	-	4,882,837	71,967,557	6,320,000
Other Liabilities					
Compensated absences	1,632,748	433,392	-	2,066,140	516,535
Capital leases	2,170,318	-	2,170,318	-	-
Golden Handshake	1,525,859	-	381,464	1,144,395	381,465
Load banking	550,350	240,550	133,578	657,322	20,769
Total Other Liabilities	5,879,275	673,942	2,685,360	3,867,857	918,769
Total Long-Term Obligations	\$82,729,669	\$ 673,942	\$ 7,568,197	\$ 75,835,414	\$ 7,238,769

Description of Debt

Bonded Debt

2004 General Obligation Bonds

During March 2004, voters of the District authorized the issuance and sale of general obligation bonds in the amount of \$350,000,000. As a result of the authorization, General Obligation Bonds Series 2004A "Series A Bonds" and Series 2004B (federally taxable) "Series B Bonds" were issued in August 2004. At June 30, 2007, the principal outstanding was \$5,020,000.

Series A Bonds were issued in the aggregate principal amount of \$55,205,000 with interest rates ranging from 4 to 5.25 percent. Series A Bonds were used to finance the acquisition, construction, and modernization of property and school facilities, to refund outstanding certificates of participation (COPs), and to pay certain costs of the bond issue. The refunded COPs are considered defeased. This current refunding was undertaken to decrease total debt service payments over the next 13 years by \$2,762,260. The Series A Bonds are subject to optional and mandatory sinking fund redemption prior to maturity.

Series B Bonds were issued to advance refund the District's outstanding certificates of participation. The refunded COPs are considered defeased. This advance refunding was undertaken to reduce total debt service payments over the next 13 years by \$2,298,036 and to obtain an economic gain of \$237,565. The Series B Bonds are not subject redemption prior to maturity.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**NOTES TO FINANCIAL STATEMENTS
 JUNE 30, 2007 AND 2006**

The bonds are general obligations of the District. The Riverside County Board of Supervisors is obligated to levy ad valorem taxes upon all property within the District subject to taxation by the District for the payment of interest and principal on the bonds when due.

2005 General Obligation Refunding Bonds

During May 2005, the District issued 2005 General Obligation Refunding Bonds with interest rates ranging from 3 to 5 percent. The bonds were issued as current interest bonds and capital appreciation bonds, with the value of the capital appreciation bonds accreting \$5,755,644, and an aggregate principal debt service balance of \$56,434,356. The bonds mature through August 1, 2024. Principal and interest on the refunded debt will be paid until such time as they can be redeemed on August 1, 2014. At June 30, 2007, the principal outstanding was \$56,434,356, and net unamortized debt premium was \$4,868,611.

The bonds are being used to advance refund all or a portion of the outstanding principal amount of the District's General Obligation Bonds, Election of 2004, Series 2004A (the Refunding Bonds). The refunded bonds were the Series A general obligation bonds including the cost of issuance of the bonds except for \$3,745,000 of the debt. The refunded bonds are considered defeased. The bonds were issued as current interest bonds and capital appreciation bonds. Interest with respect to the current interest bonds accrues from the date of their delivery and is payable semiannually on February 1 and August 1 of each year.

Net debt premium consists of the following:

	June 30, 2007
	<u>\$ 3,732,929</u>
Deferred loss on refunding	823,392
Debt issue costs	(9,424,932)
Debt premium	<u>\$ (4,868,611)</u>
Net unamortized debt premium	

2007 General Obligation Bonds

During June 2007, the District issued the 2007 General Obligation Bonds in the amount of \$90,000,000. The bonds mature beginning on August 1, 2007 through August 1, 2032, with interest yields ranging from 3.62 to 4.47 percent. At June 30, 2007, the principal outstanding was \$90,000,000 and unamortized premium and issuance costs of \$2,816,967 and \$1,084,831, respectively. Premium and issuance costs are amortized over the life of the bonds as a component of interest expense on the bonds.

The bonds are being used for the purposes of financing the repair, acquisition, construction, and equipping of certain District facilities, and to pay all legal, financial, and contingent costs in connection with the issuance of the bonds. The bonds are general obligations of the District payable solely from the proceeds of ad valorem property taxes. Interest with respect of the bonds accrues from the date of their delivery and is payable semiannually on February 1 and August 1 of each year, commencing August 1, 2007.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**NOTES TO FINANCIAL STATEMENTS
 JUNE 30, 2007 AND 2006**

The outstanding general obligation bonded debt is as follows:

Issue Date	Maturity Date	Interest Rate	Original Issue	Bonds		Accreted Interest		Bonds
				Outstanding July 1, 2006	Issued	Addition	Redeemed	Outstanding June 30, 2007
2004	2030	4.00%-5.25%	\$ 55,205,000	\$ 9,520,000	\$ -	\$ -	\$ 4,500,000	\$ 5,020,000
2005	2025	3.00%-5.00%	68,181,109	57,416,109	-	838,247	1,820,000	56,434,356
2007	2033	4.00%-5.00%	90,000,000	-	90,000,000	-	-	90,000,000
				<u>\$ 66,936,109</u>	<u>\$ 90,000,000</u>	<u>\$ 838,247</u>	<u>\$ 6,320,000</u>	<u>\$ 151,454,356</u>

The General Obligation Bonds, Series A and B mature through 2030 as follows:

Fiscal Year	Interest to		Total
	Principal	Maturity	
2008	\$ 1,545,000	\$ 174,078	\$ 1,719,078
2009	-	146,075	146,075
2010	-	146,075	146,075
2011	-	146,075	146,075
2012	500,000	136,075	636,075
2013-2017	2,445,000	306,143	2,751,143
2018-2022	120,000	126,652	246,652
2023-2027	215,000	83,681	298,681
2028-2030	195,000	16,637	211,637
Total	<u>\$ 5,020,000</u>	<u>\$ 1,281,491</u>	<u>\$ 6,301,491</u>

The General Obligation Bonds, 2005 Refunding Bonds mature through 2025 as follows:

Fiscal Year	Principal	Accreted Interest	Current Interest to	Total
			Maturity	
2008	\$ 475,000	\$ -	\$ 2,541,900	\$ 3,016,900
2009	1,260,000	-	2,503,275	3,763,275
2010	1,495,000	-	2,440,762	3,935,762
2011	1,740,000	-	2,366,250	4,106,250
2012	1,368,836	461,164	2,310,500	4,140,500
2013-2017	7,295,520	5,294,480	11,412,125	24,002,125
2018-2022	22,555,000	-	8,124,875	30,679,875
2023-2025	20,245,000	-	1,583,375	21,828,375
Total	<u>\$ 56,434,356</u>	<u>\$ 5,755,644</u>	<u>\$ 33,283,062</u>	<u>\$ 95,473,062</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**NOTES TO FINANCIAL STATEMENTS
 JUNE 30, 2007 AND 2006**

The General Obligation Bonds, Series 2007 C mature through 2033 as follows:

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest to Maturity</u>	<u>Total</u>
2008	\$ 6,020,000	\$ 2,504,842	\$ 8,524,842
2009	5,125,000	3,952,550	9,077,550
2010	5,160,000	3,746,850	8,906,850
2011	5,185,000	3,534,575	8,719,575
2012	-	3,425,500	3,425,500
2013-2017	-	17,127,500	17,127,500
2018-2022	-	17,127,500	17,127,500
2023-2027	15,340,000	16,377,750	31,717,750
2028-2032	52,170,000	7,211,750	59,381,750
2033	1,000,000	25,000	1,025,000
Total	<u>\$ 90,000,000</u>	<u>\$ 75,033,817</u>	<u>\$ 165,033,817</u>

Capital Leases

The District has utilized capital leases purchase agreements to primarily purchase equipment. The current lease purchase agreements in the amount of \$138,445 will be paid through 2012.

The District's liabilities on lease agreements with options to purchase are summarized below:

Balance, July 1, 2006	<u>Capital Lease</u>
	\$ -
Additions	138,445
Payments	65,000
Balance, June 30, 2007	<u>\$ 73,445</u>
<u>Year Ending June 30,</u>	<u>Lease Payment</u>
2008	\$ 17,195
2009	14,674
2010	14,674
2011	14,674
2012	12,228
Total	<u>73,445</u>
Present Value of Minimum Lease Payments	<u>\$ 73,445</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2007 AND 2006

NOTE 9 - POSTEMPLOYMENT BENEFITS

The District provides medical, dental, and vision insurance coverage, as prescribed in the various employee union contracts, to retirees meeting plan eligibility requirements. Eligible employees retiring from the District may become eligible for these benefits when the requirements are met. The eligibility requirement for employees participating in Public Employees' Retirement System (PERS) is a minimum age of 55 and a minimum ten years of continuous service with the District. Additional age and service criteria may be required. The eligibility requirement for employees participating in State Teachers' Retirement System (STRS) is a minimum age of 60 with five years of service, or age 50 with 30 years of service. In addition, the District also has minimum continuous service requirements for retirement that range from three years to ten years and varies by employee class. The District recognizes expenditures for these post employment health benefits on a pay-as-you-go-basis as premiums are paid. During the 2007 fiscal year, the District provided insurance premium benefits to 70 retired employees with total expenditures of \$960,116.

NOTE 10 - RISK MANAGEMENT

Property and Liability

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. During fiscal year ending June 30, 2007, the District contracted with the Alliance of Schools for Cooperative Insurance Programs Joint Powers Authority for property and liability insurance coverage. Settled claims have not exceeded this commercial coverage in the past year. There has not been a significant reduction in coverage from the prior year.

Workers' Compensation

For fiscal year 2006-2007, the District participated in the Schools Excess Liability Fund Joint Powers Authority (JPA), an insurance purchasing pool. The District is self insured for the first \$350,000 of each workers' compensation claim. The intent of the JPA is to achieve the benefit of a reduced premium for the District by virtue of its grouping and representation with other participants in the JPA. The workers' compensation experience of the participating districts is calculated as one experience, and a common premium rate is applied to all districts in the JPA. Each participant pays its workers' compensation premium based on its individual rate. Total savings are then calculated and each participant's individual performance is compared to the overall saving. A participant will then either receive money from or be required to contribute to the "equity-pooling fund." This "equity pooling" arrangement ensures that each participant shares equally in the overall performance of the JPA. Participation in the JPA is limited to K-12 and community college districts that can meet the JPA's selection criteria.

Claims Liabilities

The District records an estimated liability for indemnity health care, workers' compensation, torts, and other claims against the District. Claims liabilities are based on estimates of the ultimate cost of the reported claims including future claim adjustment expenses and an estimate for claims incurred, but not reported based on historical experience. The estimated liabilities are calculated using historical experience and internal actuarial analysis.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**NOTES TO FINANCIAL STATEMENTS
 JUNE 30, 2007 AND 2006**

Unpaid Claims Liabilities

The fund establishes a liability for both reported and unreported events, which includes estimates of both future payments of losses and related claim adjustment expenses. The following represent the changes in approximated aggregate liabilities for the District from June 30, 2006 to June 30, 2007.

	Self- Insurance
Liability Balance, June 30, 2006	\$ 2,476,763
Claims and changes in estimates	2,223,055
Claims payments	(1,868,613)
Liability Balance, June 30, 2007	<u>\$ 2,831,205</u>
Assets available to pay claims at June 30, 2007	<u><u>\$ 7,561,089</u></u>

NOTE 11 - EMPLOYEE RETIREMENT SYSTEMS

Qualified employees are covered under multiple-employer contributory retirement plans maintained by agencies of the State of California. Certificated employees are members of the State Teachers' Retirement System (STRS) and classified employees are members of the California Public Employees' Retirement System (CalPERS).

STRS

Plan Description

All certificated employees and those employees meeting minimum standards adopted by the Board of Governors of the California Community Colleges and employed 50 percent or more of a full-time equivalent position participate in the Defined Benefit Plan (DB Plan). Part-time educators hired under a contract of less than 50 percent or on an hourly or daily basis without contract may elect membership in the Cash Balance Benefit Program (CB Benefit Program). Since January 1, 1999, both of these plans have been part of the State Teachers' Retirement System, a cost-sharing, multiple-employer contributory public employee retirement system. The State Teachers' Retirement Law (Part 13 of the *California Education Code*, Section 22000 et seq.) established benefit provisions for STRS. Copies of the STRS annual financial report may be obtained from the STRS Executive Office, 7667 Folsom Boulevard, Sacramento, California 95851.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2007 AND 2006

The STRS, a defined benefit pension plan, provides retirement, disability, and death benefits, and depending on which component of the STRS the employee is in, post-retirement cost-of-living adjustments may also be offered. Employees in the DB Plan attaining the age of 60 with five years of credited California service (service) are eligible for "normal" retirement and are entitled to a monthly benefit of two percent of their final compensation for each year of service. Final compensation is generally defined as the average salary earnable for the highest three consecutive years of service. The plan permits early retirement options at age 55 or as early as age 50 with at least 30 years of service. While early retirement can reduce the two percent age factor used at age 60, service of 30 or more years will increase the percentage age factor to be applied. Disability benefits are generally the maximum of 50 percent of final compensation for most applicants. Eligible dependent children can increase this benefit up to a maximum of 90 percent of final compensation. After five years of credited service, members become 100 percent vested in retirement benefits earned to date. If a member's employment is terminated, the accumulated member contributions are refundable. The features of the CB Benefit Program include immediate vesting, variable contribution rates that can be bargained, guaranteed interest rates, and flexible retirement options. Participation in the CB Benefit Program is optional; however, if the employee selects the CB Benefit Program and their basis of employment changes to half time or more, the member will automatically become a member of the DB Plan.

Funding Policy

Active members of the DB Plan are required to contribute eight percent of their salary while the District is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the STRS Teachers' Retirement Board. The required employer contribution rate for fiscal year 2006-2007 was 8.25 percent of annual payroll. The contribution requirements of the plan members are established by State statute. The CB Benefit Program is an alternative STRS contribution plan for instructors. Instructors who choose not to sign up for the DB Plan or FICA may participate in the CB Benefit Program. The District contribution rate for the CB Benefit Program is always a minimum of four percent with the sum of the District and employee contribution always being equal or greater than eight percent.

Annual Pension Cost

The District's total contributions to STRS for the fiscal years ended June 30, 2007, 2006, and 2005, were \$5,000,706, \$4,399,919, and \$3,850,938, respectively, and equal 100 percent of the required contributions for each year.

Other Information

Under STRS law, certain early retirement incentives require the employer to pay the present value of the additional benefit which may be paid on either a current or deferred basis. The District has obligations to STRS totaling \$762,930 for early retirement incentives granted to terminated employees.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2007 AND 2006

CalPERS

Plan Description

All full-time classified employees participate in the CalPERS, an agent multiple-employer contributory public employee retirement system that act as a common investment and administrative agent for participating public entities within the State of California. The Riverside Community College District is part of a "cost-sharing" pool with CalPERS. Employees are eligible for retirement as early as age 50 with five years of service. At age 55, the employee is entitled to a monthly benefit of 2.0 percent of final compensation for each year of service credit. Retirement compensation is reduced if the plan is coordinated with Social Security. Retirement after age 55 will increase the percentage rate to a maximum of 2.5 percent at age 63 with an increased rate. The plan also provides death and disability benefits. Retirement benefits fully vest after five years of credited service. Upon separation from the Fund, members' accumulated contributions are refundable with interest credited through the date of separation.

The Public Employees' Retirement Law (Part 3 of the *California Government Code*, Section 20000 et seq.) establishes benefit provisions for CalPERS. CalPERS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the CalPERS annual financial report may be obtained from the CalPERS Executive Office, 400 P Street, Sacramento, California 95814.

Funding Policy

Active plan members are required to contribute seven percent of their salary (seven percent of monthly salary over \$133.33 if the member participates in Social Security), and the District is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the CalPERS Board of Administration. The District's contribution rate to CalPERS for fiscal year 2006-2007 was 9.124 percent of annual payroll.

Annual Pension Cost

The District's contributions to CalPERS for fiscal years ending June 30, 2007, 2006, and 2005, were \$2,702,097, \$2,330,410, and \$2,291,598, respectively, and equaled 100 percent of the required contributions for each year.

On-Behalf Payments

The State of California makes contributions to STRS and CalPERS on behalf of the District. These payments consist of State General Fund contributions to STRS which amounted to \$2,720,297 (4.517 percent) of salaries subject to STRS. A contribution to CalPERS was not required for the year ended June 30, 2007. These amounts have been reflected in the basic financial statements as a component of nonoperating revenue and employee benefit expense.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2007 AND 2006

Deferred Compensation

The District offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 403(b). The plan, available to all District employees, permits them to defer a portion of their salary until future years. The deferred compensation is not available to the employees until termination, retirement, death, or an unforeseeable emergency.

All amounts of compensation deferred under the plan, all property and rights purchased with those amounts, and all income attributable to those amounts, property, or rights are solely the property and rights of the Financial Agent, until paid or made available to the employee or other beneficiary.

The Riverside County Office of Education is the Financial Agent for the District.

Public Agency Retirement System (PARS)

The Omnibus Budget Reconciliation Act of 1990 [Internal Revenue Code Section 3121 (b) (7) (F)] requires State and local public agencies to provide a retirement plan for all employees not covered under existing employer pension plans and/or Social Security.

The District is a member of the Public Agency Retirement System (PARS), a multiple-employer retirement trust established in 1990 by a coalition of public employers. The plan covers the District's part-time, temporary, and other employees not covered under CalPERS or STRS, but whose salaries would otherwise be subject to Social Security tax. Benefit provisions and other requirements are established by District management based on agreements with various bargaining units. PARS is a defined contribution qualified retirement plan under Section 401 (a) of the Internal Revenue Code.

The minimum total contribution is 7.5 percent of employees' salaries, of which the employee contributes the total 7.5 percent. District employees are covered under PARS Number 763 as of June 30, 2007. Total contributions to the plan amounted to \$690,735.

NOTE 12 - COMMITMENTS AND CONTINGENCIES

Grants

The District receives financial assistance from Federal and State agencies in the form of grants. The disbursement of funds received under these programs generally requires compliance with terms and conditions specified in the grant agreements and are subject to audit by the grantor agencies. Any disallowed claims resulting from such audits could become a liability of the District. However, in the opinion of management, any such disallowed claims will not have a material adverse effect on the overall financial position of the District at June 30, 2007.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2007 AND 2006

Litigation

The District is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the District at June 30, 2007.

Operating Leases

The District has entered into various operating leases for buildings and equipment with lease terms in excess of one year. None of these agreements contain purchase options. All agreements contain a termination clause providing for cancellation after a specified number of days written notice to lessors, but it is unlikely that the District will cancel any of the agreements prior to the expiration date. Future minimum lease payments under these agreements are as follows:

Year Ending June 30,	Lease Payment
2008	\$ 1,578,637
2009	1,390,782
2010	1,270,784
2011	1,270,784
2012	1,069,000
Present Value of Minimum Lease Payments	<u><u>\$ 6,579,987</u></u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**NOTES TO FINANCIAL STATEMENTS
 JUNE 30, 2007 AND 2006**

Construction Commitments

As of June 30, 2007, the District had the following commitments with respect to the unfinished capital projects:

CAPITAL PROJECT	Spent to Date	Estimated Construction Commitment	Expected Date of Completion
Quad Remodel	\$ 17,532,536	\$ 1,353,955	Fiscal Year 07/08
Nursing/Science Project	1,304,596	5,078,090	Fiscal Year 11/12
Moreno Valley Phase III	513,275	644,045	Fiscal Year 11/12
Norco - Phase III	1,188,255	7,136,460	Fiscal Year 09/10
Riverside School of the Arts	150,711	1,688,031	Fiscal Year 12/13
Parking Structure	20,875,517	20,897	Fiscal Year 07/08
Food Service Remodel - Riverside	25,813	557,257	Fiscal Year 08/09
Food Service Remodel - Moreno Valley	71,050	1,885,566	Fiscal Year 08/09
Center for Primary Education	5,275,631	3,402,618	Fiscal Year 07/08
ECS Secondary Effects Projects - Moreno Valley	227,674	12,571	Fiscal Year 08/09
Infrastructure Studies Projects	465,695	26,775	Fiscal Year 07/08
MV - Hot Water Loop - SPP 827	153,541	737,755	Fiscal Year 07/08
NORESCO Utility Retrofit	3,202,172	2,973,922	Fiscal Year 07/08
Modular Redistribution Project - Riverside	22,925	1,874,156	Fiscal Year 07/08
Modular Redistribution Project - Moreno Valley	50,049	1,398,720	Fiscal Year 07/08
Modular Redistribution Project - Norco	568,501	1,118,165	Fiscal Year 07/08
ECS Upgrade and Retrofit Project - Moreno Valley	26,912	19,341	Fiscal Year 07/08
ECS Upgrade and Retrofit Project - Norco	29,555	549,519	Fiscal Year 09/10
Norco Student Support Center	58,438	10,984,382	Fiscal Year 09/10
Modular Redistribution Project - Ben Clark	39,090	2,122,722	Fiscal Year 07/08
Aquatic Project - SPP 846	38,658	5,001,992	Fiscal Year 09/10
	<u>\$ 51,820,593</u>	<u>\$ 48,586,939</u>	

The projects are funded through a combination of general obligation bonds and capital project apportionments from the State Chancellor's Office.

NOTE 13 - PARTICIPATION IN PUBLIC ENTITY RISK POOLS AND JOINT POWERS AUTHORITIES

The District is a member of the School Excess Liability Fund (SELF), the Riverside Community College - County Superintendent Self-Insurance Program for Employees (RCCCSSIPE), the Riverside Employers/Employees Plan (REEP), and the Alliance of Schools for Cooperative Insurance Programs (ASCIP) Joint Powers Authorities (JPAs). The District pays annual premiums for its property liability, health, and workers' compensation coverage. The relationship between the District and the JPAs is such that they are not component units of the District for financial reporting purposes.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2007 AND 2006

The JPAs have budgeting and financial reporting requirements independent of member units and their financial statements are not presented in these financial statements; however, transactions between the JPAs and the District are included in these statements. Audited financial statements are available from the respective entities.

The District's share of year-end assets, liabilities, or fund equity has not been calculated.

During the year ended June 30, 2007, the District made payments of \$303,261, \$7,636, \$1,182,864, and \$452,274 to SELF, RCCSSIPE, REEP, and ASCIP, respectively.

NOTE 14 - SUBSEQUENT EVENTS

The District has adopted the Public Agency Retirement Services (PARS) 403(b) Supplementary Retirement Plan (SRP) effective July 1, 2007, for employees meeting certain eligibility requirements. The supplementary retirement plan has five annual payments of \$452,376, totaling \$2,261,880.

SUPPLEMENTARY INFORMATION

RIVERSIDE COMMUNITY COLLEGE DISTRICT

DISTRICT ORGANIZATION JUNE 30, 2007

The Riverside Community College District was founded in 1916 and is comprised of an area of approximately 440 square miles located in the western portion of Riverside County. There were no changes in the boundaries of the District during the current year.

The District is accredited by the Western Association of Schools and Colleges (WASC), which is one of six regional associations that accredit public and private schools, colleges, and universities in the United States.

BOARD OF TRUSTEES

<u>MEMBER</u>	<u>OFFICE</u>	<u>TERM EXPIRES</u>
Mary Figueroa	President	December 3, 2008
Virginia Blumenthal	Vice President	December 3, 2010
Janet Green	Secretary	December 3, 2010
Jose Medina	Member	December 3, 2010
Mark A. Takano	Member	December 3, 2008

ADMINISTRATION

Dr. Salvatore G. Rotella ⁽¹⁾	Chancellor
Dr. Ray Maghroori	Vice Chancellor, Academic Affairs
Dr. James L. Buysse ⁽²⁾	Vice Chancellor, Administration and Finance
Ms. Melissa Kane	Vice Chancellor, Diversity and Human Resources
Dr. Debbie DiThomas	Interim Vice Chancellor of Student Services/Operations

⁽¹⁾ Retired as of July 1, 2007

⁽²⁾ Interim Chancellor as of July 1, 2007

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 FOR THE YEAR ENDED JUNE 30, 2007**

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	CFDA Number	Federal Expenditures
U.S. DEPARTMENT OF AGRICULTURE		
Hispanic Serving Institutions Education Grants		
Water Quality Research	10.223	\$ 56,788
Passed through California Department of Education (CDE)		
Child and Adult Care Food Program	10.558	15,736
Total U.S. Department of Agriculture		<u>72,524</u>
U.S. DEPARTMENT OF COMMERCE		
Market Developer Cooperator Program - CITD	11.112	41,665
U.S. DEPARTMENT OF DEFENSE		
Procurement Assistance Center (PAC)	12.002	156,877
U.S. DEPARTMENT OF LABOR		
WORKFORCE INVESTMENT ACT		
Passed through from the County of Riverside (EDA)		
Title I Community College Education Assistance Center	17.258	150,541
Passed through California Department of Education (CDE)		
Child Development - Careers Projects	17.258	130,203
Total U.S. Department of Labor		<u>280,744</u>
NATIONAL SCIENCE FOUNDATION		
Advanced Technological Education (ATE)	47.076	64,566
SMALL BUSINESS ADMINISTRATION		
Passed through from California State University, Fullerton		
Auxiliary Services Corporation		
Small Business Development Center	59.037	155,345
U.S. DEPARTMENT OF VETERANS AFFAIRS		
Veteran Outreach Program - Administration	64.000	4,225
U.S. DEPARTMENT OF EDUCATION		
Financial Aid Cluster		
Federal Supplement Education Opportunity Grant (FSEOG)	84.007	600,336
FSEOG Administrative	84.007	42,515
Federal Family Education Loans (FFEL)	84.032	1,254,931
Federal Work Study Program (FWS)	84.033	558,342
Federal Work Study Administrative	84.033	36,044
Federal Pell Grants (PELL)	84.063	11,073,381
Federal Pell Administrative	84.063	32,555
Academic Competitiveness Grant (ACG)	84.375	12,125
Total Financial Aid Cluster		<u>13,610,229</u>

See accompanying note to supplementary information.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS, CONTINUED
 FOR THE YEAR ENDED JUNE 30, 2007**

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	CFDA Number	Federal Expenditures
HIGHER EDUCATIONAL ACT		
Strengthening Institutions - Hispanic Serving Institutions	84.031S	\$ 314,137
Strengthening Institutions - Hispanic Serving Institutions	84.031S	344,929
Strengthening Institutions - Hispanic Serving Institutions	84.031S	489,812
Passed through from Chaffey Community College Title V - Higher Educational Institutional Aid	84.031S	381,583
Total Hispanic Serving Institutions		<u>1,530,461</u>
TRIO Cluster		
Student Support Services Program	84.042	248,573
Talent Search Program - Norco	84.044	181,499
Talent Search Program - Moreno Valley	84.044	158,299
Upward Bound Program	84.047	329,801
Total TRIO Cluster		<u>918,172</u>
Fund for Improvement of Post-Secondary Education (FIPSE)		
John F Kennedy Middle College High School	84.116B	25,176
Curriculum Development Initiative	84.116Z	11,829
Business and International Education Projects - Title VI	84.153A	60,210
Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP) - Passport Plus	84.334A	315,968
Child Care Access Means Parents in School (CCAMPIS)	84.335A	73,417
Passed through from University of California, Riverside Teacher Quality Enhancement Grants	84.336	120,696
Total Higher Education Act		<u>3,055,929</u>
VOCATIONAL AND TECHNICAL EDUCATION ACT		
Passed through from California Community College Chancellor's Office Title I-C	84.048	1,378,475
Technical Preparation Regional Coordination	84.243	2,032
Success by Design - A Demonstration Model for Institutional Partnerships Serving Out-of-School Youth	84.353A	105,250
Total Vocational and Technical Education Act		<u>1,485,757</u>
REHABILITATION ACT		
Passed through from Riverside County Department of Rehabilitation Rehabilitation Services - Vocational Rehabilitation Grants to States	84.126	213,557
ELEMENTARY AND SECONDARY EDUCATION ACT		
Center for Primary Education - General Plan	84.215	(192)
Riverside School of Arts - Planning and Design Development	84.215K	325,803
Total Elementary and Secondary Education Act		<u>325,611</u>
Total U.S. Department of Education		<u>18,691,083</u>

See accompanying note to supplementary information.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS, CONTINUED
 FOR THE YEAR ENDED JUNE 30, 2007**

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	CFDA Number	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES		
Nurse Education, Practice, and Retention	93.359	\$ 229,659
Medical Assistance Program (MAA)	93.778	15,259
Pass-through from California Community College Chancellor's Office		
Temporary Assistance to Needy Families (TANF)	93.558	119,821
Foster Care Education Program	93.658	75,801
Pass-through from Yosemite Community College		
Early Childhood Study - Consortium Grant	93.575	29,898
Pass-through from Riverside County Department of Public Social Services		
Independent Living Program - Emancipation Services	93.674	1,053,412
Pass-through from California Community College Foundation		
Independent Living Program	93.674	10,200
Total U.S. Department of Health and Human Services		<u>1,534,050</u>
CORPORATION FOR NATIONAL AND COMMUNITY SERVICE		
Passed through from the Maricopa Community College		
Supporting Actions fro Engagement (SAFE)	94.005	18,429
Passed through from the California Community College Foundation		
Americorps	94.006	200,178
Total Corporation for National and Community Service		<u>218,607</u>
Total Federal Expenditures		<u>\$ 21,219,686</u>

See accompanying note to supplementary information.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF EXPENDITURES OF STATE AWARDS
 FOR THE YEAR ENDED JUNE 30, 2007**

Program	Program Entitlements		
	Current Year	Prior Year	Total Entitlement
GENERAL FUND			
Board Financial Assistance Program (BFAP)	\$ 134,347	\$ -	\$ 134,347
Basic Skills	520,931	-	520,931
Basic Skills and Immigrant Education	600,698	-	600,698
Part Time Faculty Insurance	9,503	-	9,503
Part Time Faculty Office Hours	125,724	-	125,724
Part Time Faculty Compensation	1,083,773	-	1,083,773
Homeowner Property Tax Relief	451,465	-	451,465
Timber Tax Yield	5	-	5
State Tax Subventions	1,345	-	1,345
State Lottery	3,220,803	-	3,220,803
State Mandated Cost	80,176	-	80,176
Other State Revenues	10,898	-	10,898
CMTC ET Panel Sub-Contract	700	-	700
CA ETP Retraining III	16,539	-	16,539
Career/Tech	947,470	-	947,470
Career Exploration and Develop 7th and 8th Grade	149,853	-	149,853
CTE Strengthening Career Tech Ed SB 70	250,000	-	250,000
CTE Teacher Preparation Pipeline	296,116	-	296,116
Associate Degree Nursing Enroll Growth	68,252	-	68,252
California Articulation Number (CAN)	5,000	-	5,000
Song Brown Nursing 06/08	113,125	-	113,125
Physician's Assistant Base	69,836	-	69,836
Nursing Capacity Building - Program Expansion	-	127,700	127,700
Nursing Capacity Building - Renovation	-	198,984	198,984
Nursing Capacity Building - Program Expansion	438,645	-	438,645
Nursing Capacity Building - Renovation	277,750	-	277,750
Extended Opportunity Program and Service - (EOPS)	726,785	-	726,785
Extended Opportunity Program and Service - (EOPS/CARE)	88,323	-	88,323
Board Financial Assistance Program (BFAP)	889,379	-	889,379
Telecommunication Technology Infrastructure Program - TCO	10,595	44,533	55,128
Instructional Equipment and Library Materials	1,418,182	-	1,418,182
TTIP Plan E - Library Automation	36,363	-	36,363
Hazardous Substances Program	-	91,302	91,302
Matriculation Grant	1,494,345	-	1,494,345
Staff Development	119,065	-	119,065
Foster Care Education Program	65,012	-	65,012
Middle College High School	136,769	29,662	166,431

See accompanying note to supplementary information.

Program Revenues					
Cash Received	Accounts Receivable	Accounts Payable	Deferred Revenue	Total Revenue	Program Expenditures
\$ 134,347	\$ -	\$ -	\$ -	\$ 134,347	\$ 134,347
520,931	-	-	179,358	341,573	341,573
600,698	-	-	600,698	-	-
9,426	-	-	-	9,426	9,426
121,850	-	-	-	121,850	121,850
1,083,773	-	-	-	1,083,773	1,083,773
451,465	-	-	-	451,465	451,465
-	5	-	-	5	5
1,345	-	-	-	1,345	1,345
2,107,215	1,393,603	280,014	-	3,220,804	3,220,804
80,176	-	-	-	80,176	80,176
10,898	-	-	-	10,898	10,898
700	-	-	-	700	700
(1,354)	17,893	-	-	16,539	16,539
947,470	-	19,284	-	928,186	928,186
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
68,252	-	-	-	68,252	68,252
5,000	-	19	-	4,981	4,981
71,865	37,679	-	-	109,544	109,544
-	44,148	-	-	44,148	44,148
127,700	-	-	-	127,700	127,700
198,984	-	-	87,892	111,092	111,092
438,645	-	-	232,351	206,294	206,294
277,750	-	-	154,137	123,613	123,613
726,785	-	732	-	726,053	726,053
88,323	-	397	-	87,926	87,926
889,379	-	-	-	889,379	889,379
55,128	-	-	40,892	14,236	14,236
1,418,182	-	179,537	-	1,238,645	1,238,645
36,363	-	-	-	36,363	36,363
91,014	-	-	-	91,014	91,014
1,494,345	-	-	-	1,494,345	1,494,345
119,065	-	-	114,082	4,983	4,983
47,547	13,427	-	-	60,974	60,974
100,688	60,485	-	-	161,173	161,173

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF EXPENDITURES OF STATE AWARDS, CONTINUED
 FOR THE YEAR ENDED JUNE 30, 2007**

Program	Program Entitlements		
	Current Year	Prior Year	Total Entitlement
SBDC State CCCCCO	\$ 50,000	\$ -	\$ 50,000
Economic Development - Center for Applied			
Computer Technology	205,000	-	205,000
IDRC Logistics/Mt SAC	75,000	-	75,000
Quick Start Partnership Long Beach	45,000	-	45,000
Economic Development - Center for International			
Trade Development State Leadership	205,000	-	205,000
Staff Diversity	31,862	63,389	95,251
CACT HUB FP1	121,000	-	121,000
CITD HUB FP1	121,000	-	121,000
Disabled Student Program and Services - DSPS	1,775,456	-	1,775,456
Nursing Faculty Recruitment and Retention	307,340	-	307,340
CalWORKS	604,640	-	604,640
California High School Exit Exam Preparation	361,147	-	361,147
Economic Development - VTEA	-	50,000	50,000
Economic Development - CITD State Leadership	162,500	-	162,500
State Lottery	623,998	-	623,998
CHILD DEVELOPMENT FUND			
Campus Child Care Tax Bailout	-	-	-
Child Nutrition Program	-	-	-
CAPITAL PROJECTS FUND			
Scheduled Maintenance	1,118,499	-	1,118,499
Scheduled Maintenance	299,710	-	299,710
MLK Remodel Construction	-	18,404	18,404
Quad Modernization State Construction	-	8,167,234	8,167,234
ECS Equipment Project - Norco	-	19,982	19,982
ECS Equipment Project - Moreno Valley	-	42,650	42,650
Norco Phase III	386,000	-	386,000
Quad Modernization Equipment Project	367,000	-	367,000
STUDENT FINANCIAL AID FUND			
Cal Grant B	1,505,546	-	1,505,546
Cal Grant C	-	-	-
Total State Programs			

See accompanying note to supplementary information.

Program Revenues					
Cash Received	Accounts Receivable	Accounts Payable	Deferred Revenue	Total Revenue	Program Expenditures
\$ 42,000	\$ 7,985	\$ -	\$ -	\$ 49,985	\$ 49,985
172,200	24,311	-	-	196,511	196,511
5,000	68,587	-	-	73,587	73,587
10,145	26,401	-	-	36,546	36,546
172,200	22,737	-	-	194,937	194,937
95,251	-	-	67,064	28,187	28,187
101,640	-	-	101,640	-	-
101,640	-	-	84,393	17,247	17,247
1,775,456	-	-	-	1,775,456	1,775,456
307,341	-	-	266,574	40,767	40,767
604,640	-	20,539	-	584,101	584,101
144,459	-	-	112,729	31,730	31,730
42,000	7,944	-	-	49,944	49,944
136,575	26,000	75	-	162,500	162,500
100,531	573,188	49,721	-	623,998	623,998
137,337	-	-	-	137,337	137,337
885	-	-	-	885	885
1,118,499	-	-	-	1,118,499	1,118,499
299,710	-	-	-	299,710	299,710
3,880	-	-	-	3,880	3,880
4,266,380	3,610,618	-	-	7,876,998	7,876,998
5,854	4,420	-	-	10,274	10,274
14,108	8,653	-	-	22,761	22,761
-	273,151	-	-	273,151	273,151
-	14,706	-	-	14,706	14,706
1,504,986	560	43,373	-	1,462,173	1,394,790
-	-	-	-	-	67,383
<u>\$ 23,486,672</u>	<u>\$ 6,236,501</u>	<u>\$ 593,691</u>	<u>\$ 2,041,810</u>	<u>\$ 27,087,672</u>	<u>\$ 27,087,672</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF WORKLOAD MEASURES FOR STATE
 GENERAL APPORTIONMENT - ANNUAL/ACTUAL ATTENDANCE
 FOR THE YEAR ENDED JUNE 30, 2007**

CATEGORIES	<u>Reported Data</u>	<u>Audit Adjustments</u>	<u>Audited Data</u>
Credit Full-Time Equivalent Student (FTES)			
A. Summer Intersession (Summer 2006 only)			
1. Credit	304	-	304
B. Summer Intersession (Summer 2007 - Prior to July 1, 2007)			
1. Credit	-	-	-
C. Primary Terms (Exclusive of Summer Intersession)			
1. Census Procedure			
(a) - Weekly Census Contact Hours	16,502	-	16,502
(b) - Daily Census Contact Hours	2,703	-	2,703
2. Actual Hours of Attendance			
(a) - Credit	1,792	-	1,792
3. Independent Study/Work Experience			
(a) - Weekly Census Procedure Courses	1,559	-	1,559
(b) - Daily Census Procedure Courses	984	-	984
Subtotal	<u>23,844</u>	<u>-</u>	<u>23,844</u>
Noncredit FTES			
A. Summer Intersession (Summer 2006 only)			
1. Noncredit	22	-	22
B. Summer Intersession (Summer 2007 - Prior to July 1, 2007)			
1. Noncredit	-	-	-
C. Primary Terms (Exclusive of Summer Intersession)			
1. Actual Hours of Attendance			
(a) - Noncredit	101	-	101
2. Independent Study/Work Experience			
(a) - Noncredit Independent Study	-	-	-
Subtotal	<u>123</u>	<u>-</u>	<u>123</u>
Total FTES	<u>23,967</u>	<u>-</u>	<u>23,967</u>
Supplemental Information (subset of above information)			
In-Service Training Courses (FTES)			1,077
Basic Skills Courses			
1. Noncredit			-
2. Credit			2,085
Total Basic Skills FTES			<u>2,085</u>
Comprehensive Center FTES			
1. Noncredit			1
2. Credit			11,929
Total Comprehensive Center FTES			<u>11,930</u>

See accompanying note to supplementary information.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**RECONCILIATION OF ANNUAL FINANCIAL AND BUDGET REPORT (CCFS-311)
WITH FUND FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2007**

Summarized below are the fund balance reconciliations between the Annual Financial and Budget Report (CCFS-311) and the fund financial statements.

	<u>Capital Outlay Projects</u>
FUND BALANCE	
Balance, June 30, 2007, (CCFS-311)	\$ 114,351,575
Increase in:	
Accounts payable	<u>(464,297)</u>
 Balance, June 30, 2007, Fund Financial Statement	 <u><u>\$ 113,887,278</u></u>

See accompanying note to supplementary information.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**RECONCILIATION OF GOVERNMENTAL FUND BALANCE SHEETS TO THE
 STATEMENT OF NET ASSETS
 JUNE 30, 2007**

**Amounts Reported for Governmental Activities in the Statement
 of Net Assets are Different Because:**

Total Fund Balance and Due to Student Groups:

General Funds	\$ 23,252,363	
Special Revenue Funds	243,125	
Capital Outlay Projects	113,887,278	
Debt Service Funds	18,741,502	
Internal Service Funds	3,719,271	
Fiduciary Funds	2,042,870	

Total Fund Balance and Due to Student Groups

- All District Funds **\$ 161,886,409**

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in governmental funds.

The cost of capital assets is	215,326,455	
Accumulated depreciation is	<u>(43,170,921)</u>	172,155,534

Amounts held in trust on behalf of others (Trust and Agency Funds)

(2,042,870)

In governmental funds, unmatured interest on long-term obligations is recognized in the period when it is due. On the government-wide statements, unmatured interest on long-term obligations is recognized when it is incurred.

(1,122,959)

Governmental funds report cost of issuance associated with the issuance of debt when first issued, whereas the amounts are deferred and amortized in the statements of activities.

Cost of issuance at year end amounted to: 1,084,831

Long-term obligations at year end consist of:

Bonds payable	159,139,934	
Capital leases payable	73,445	
Compensated absences	2,328,743	
Load banking	648,827	
Early retirement (Golden Handshake)	927,706	
Less compensated absences already recorded in funds	<u>(620,886)</u>	<u>(162,497,769)</u>

Total Net Assets

\$ 169,463,176

See accompanying note to supplementary information.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**NOTE TO SUPPLEMENTARY INFORMATION
 JUNE 30, 2007**

NOTE 1 - PURPOSE OF SCHEDULES

Schedule of Expenditures of Federal Awards

The accompanying schedule of expenditures of Federal awards includes the Federal grant activity of the District and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of the United States Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements.

Subrecipients

Of the Federal expenditures presented in the schedule, the District provided Federal awards to subrecipients as follows:

Federal Grantor/Pass-Through Grantor/Program	CFDA Number	Amount Provided to Subrecipients
Independent Living Program	93.674	\$ 38,483

Schedule of Expenditures of State Awards

The accompanying schedule of expenditures of State awards includes the State grant activity of the District and is presented on the modified accrual basis of accounting. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements.

Schedule of Workload Measures for State General Apportionment - Annual/Actual Attendance

Full-Time Equivalent Students (FTES) is a measurement of the number of pupils attending classes of the District. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of State funds are made to community college districts. This schedule provides information regarding the attendance of students throughout the District.

Reconciliation of Annual Financial and Budget Report with Fund Financial Statements

This schedule provides the information necessary to reconcile the fund balance of all funds reported on the Form CCFS-311 to the fund financial statements.

Reconciliation of the Governmental Fund Balance Sheets to the Statement of Net Assets

This schedule provides a reconciliation of the adjustments necessary to bring the District's fund financial statements, prepared on a modified accrual basis, to the accrual basis required under GASB Statement No. 35.

INDEPENDENT AUDITORS' REPORTS



**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Board of Trustees
Riverside Community College District
Riverside, California

We have audited the financial statements of Riverside Community College District (the District) as of and for the year ended June 30, 2007, and have issued our report thereon dated December 21, 2007. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audits, we considered Riverside Community College District's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Riverside Community College District's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Riverside Community College District's internal control over financial reporting.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the District's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the District's financial statements that is more than inconsequential will not be prevented or detected by the District's internal control.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the District's internal control.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Riverside Community College District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audits, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted certain matters that we reported to management of Riverside Community College District in a separate letter dated December 21, 2007.

This report is intended solely for the information and use of the Board of Trustees, District Management, the California Community Colleges Chancellor's Office, and the District's Federal and State awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.



Rancho Cucamonga, California
December 21, 2007



**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE WITH
REQUIREMENTS APPLICABLE TO EACH MAJOR PROGRAM AND ON INTERNAL
CONTROL OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133**

Board of Trustees
Riverside Community College District
Riverside, California

Compliance

We have audited the compliance of Riverside Community College District (the District) with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) *Circular A-133 Compliance Supplement* that are applicable to each of its major Federal programs for the year ended June 30, 2007. Riverside Community College District's major Federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its major Federal programs is the responsibility of Riverside Community College District's management. Our responsibility is to express an opinion on Riverside Community College District's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major Federal program occurred. An audit includes examining, on a test basis, evidence about Riverside Community College District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of Riverside Community College District's compliance with those requirements.

In our opinion, Riverside Community College District complied, in all material respects, with the requirements referred to above that are applicable to each of its major Federal programs for the year ended June 30, 2007. However, the results of our auditing procedures disclosed instances of noncompliance with those requirements, which are required to be reported in accordance with OMB Circular A-133 and which are described in the accompanying schedule of findings and questioned costs as item 2007-1.

Internal Control Over Compliance

The management of Riverside Community College District is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts, and grants applicable to Federal programs. In planning and performing our audit, we considered Riverside Community College District's internal control over compliance with the requirements that could have a direct and material effect on a major Federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Riverside Community College District's internal control over compliance.

Our consideration of internal control over compliance was for the limited purpose described in the preceding paragraph and would not necessarily identify all deficiencies in the District's internal control that might be significant deficiencies or material weaknesses as defined below. However, as discussed below, we identified certain deficiencies in internal control over compliance that we consider to be significant deficiencies.

A *control deficiency* in a district's internal control over compliance exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect noncompliance with a type of compliance requirement of a Federal program on a timely basis. A *significant deficiency* is a control deficiency, or combination of control deficiencies, that adversely affects the District's ability to administer a Federal program such that there is more than a remote likelihood that noncompliance with a type of compliance requirement of a Federal program that is more than inconsequential will not be prevented or detected by the District's internal control. We consider the deficiencies in internal control over compliance described in the accompanying schedule of findings and questioned costs as item 2007-2 to be a significant deficiency.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material noncompliance with a type of compliance requirement of a Federal program will not be prevented or detected by the District's internal control. We did not consider any of the deficiencies described in the accompanying schedule of findings and questioned costs to be material weaknesses.

Riverside Community College District's response to the finding identified in our audit is described in the accompanying schedule of findings and questioned costs. We did not audit Riverside Community College District's response and, accordingly, we express no opinion on it.

This report is intended solely for the information and use of the Board of Trustees, District Management, the California Community Colleges Chancellor's Office, and the District's Federal and State awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.



Rancho Cucamonga, California
December 21, 2007



INDEPENDENT AUDITORS' REPORT ON STATE COMPLIANCE

Board of Trustees
Riverside Community College District
Riverside, California

We have audited the financial statements of the Riverside Community College District (the District) for the year ended June 30, 2007, and have issued our report thereon dated December 21, 2007.

Our audit was made in accordance with auditing standards generally accepted in the United States of America and the standards for financial and compliance audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In connection with the audit referred to above, we selected and tested transactions and records to determine the District's compliance with the following State laws and regulations in accordance with Section 400 of the Chancellor's Office's *California Community Colleges Contracted Audit Manual (CDAM)*.

General Directive

Section 424: MIS Implementation - State General Apportionment Funding System

Administration

Section 435: Open Enrollment

Section 436: Minimum Conditions - Standards of Scholarship

Section 437: Student Fee - Instructional Materials and Health Fees

Section 423: Apportionment of Instructional Service Agreements/Contracts

Section 425: Residency Determination for Credit Courses

Section 427: Concurrent Enrollment of K-12 Students in Community College Credit Courses

Section 432: Enrollment Fee

Section 421: Salaries of Classroom Instructors (50 percent Law)

Section 426: Students Actively Enrolled

Section 431: Gann Limit Calculation

Student Services

Section 428: Use of Matriculation Funds

Section 433: CalWORKs - Use of State and Federal TANF Funding

Facilities

Section 434: Scheduled Maintenance Program

Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, except for finding 2007-3 as described in the accompanying Schedule of State Award Findings and Questioned Costs, the Riverside Community College District complied, in all material respects, with the aforementioned requirements for the year ended June 30, 2007.

This report is intended solely for the information of the Board of Trustees, District Management, the California Community Colleges Chancellor's Office, the California Department of Finance, and the California Department of Education, and is not intended to be and should not be used by anyone other than these specified parties.



Rancho Cucamonga, California
December 21, 2007

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**SUMMARY OF AUDITORS' RESULTS
 FOR THE YEAR ENDED JUNE 30, 2007**

FINANCIAL STATEMENTS

Type of auditors' report issued:	<u>Unqualified</u>
Internal control over financial reporting:	
Material weaknesses identified?	<u>No</u>
Significant deficiencies identified not considered to be material weaknesses?	<u>None reported</u>
Noncompliance material to financial statements noted?	<u>No</u>

FEDERAL AWARDS

Internal control over major programs:	
Material weaknesses identified?	<u>No</u>
Significant deficiencies identified not considered to be material weaknesses?	<u>Yes</u>
Type of auditors' report issued on compliance for major programs:	<u>Unqualified</u>
Any audit findings disclosed that are required to be reported in accordance with Circular A-133, Section .510(a)	
Identification of major program	<u>Yes</u>

<u>CFDA Numbers</u>	<u>Name of Federal Program or Cluster</u>
84.007, 84.032, 84.033, 84.063, 84.375	<u>Student Financial Aid Cluster</u>
84.031S	<u>Strengthening Institutions - Hispanic Serving Institution</u>
84.042, 84.044, 84.047	<u>TRIO Cluster</u>
93.674	<u>Independent Living Program</u>

Dollar threshold used to distinguish between Type A and Type B programs:	<u>\$ 636,591</u>
Auditee qualified as low-risk auditee?	<u>No</u>

STATE AWARDS

Internal control over State programs:	
Material weaknesses identified?	<u>No</u>
Significant deficiencies identified not considered to be material weaknesses?	<u>None reported</u>
Type of auditors' report issued on compliance for State programs:	<u>Unqualified</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**FINANCIAL STATEMENT FINDINGS AND RECOMMENDATIONS
FOR THE YEAR ENDED JUNE 30, 2007**

None reported.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS FOR THE YEAR ENDED JUNE 30, 2007

The following findings represent significant deficiencies and/or instances of noncompliance including questioned costs that are required to be reported by OMB Circular A-133.

2007-1 Finding - Compensation for Personal Services

Program: TRIO Cluster
CFDA No. 84.042, 84.044, and 84.047
Award Year: 2006-2007
Compliance Requirement: Allowable Costs
Questioned Costs: Approximately \$55,000

Programs Affected

U.S. Department of Education, Higher Education Act, TRIO Cluster, Student Support Services (CFDA #84.042), Talent Search (CFDA #84.044), and Upward Bound (CFDA #84.047)

Criteria

OMB Circular A-21, Cost Principles for Educational Institutions, Part J, General Provisions for Selected Items of Cost, No. 10, Compensation for Personal Services.

- c. (1) Plan Confirmation: Under this method, the distribution of salaries and wages of professorial and professional staff applicable to sponsored agreements is based on budgeted, planned, or assigned work activity, updates to reflect any significant changes in work distribution. A plan confirmation system used for salaries and wages charged directly or indirectly to sponsored agreements will meet the following standards:
 - (a) A system of budgeted, planned, or assigned work activity will be incorporated into the official records of the institution and encompass both sponsored and all other activities on an integrated basis. The system may include the use of subsidiary records.
 - (b) The system will reasonably reflect only the activity for which the employee is compensated by the institution (compensation for incidental work described in subsection a need not be included). Practices vary among institutions and within institutions as to the activity constituting a full workload. Hence, the system will reflect categories of activities expressed as a percentage distribution of total activities.
 - (c) The system will reflect activity applicable to each sponsored agreement and to each category needed to identify indirect and the function to which they are allocable.
 - (d) They system will provide for modification of an individual's salary or salary distribution commensurate with a significant change in the employee's work activity. Short-term (such as one or two months) fluctuation between workload categories need not be considered as long as the distribution of salaries and wages is reasonable over the longer term, such as an academic period. Whenever it is apparent that a significant change in work activity that is directly or indirectly charged to sponsored agreements will occur or has occurred, the change will be documented over the signature of a responsible official an entered into system.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS FOR THE YEAR ENDED JUNE 30, 2007

- (e) At least annually a statement will be signed by the employee, principal investigator, or responsible official(s) using suitable means of verification that the work was performed, stating that salaries and wages charged to sponsored agreements as direct charges and to indirect cost are reasonable in relation to work performed.
- (f) The system will provide for independent internal evaluation to ensure the system's integrity and compliance with the above standards.

Condition

During our testing procedures performed over the District's policies and procedures regarding compensation for personnel services, we noted that the District used the planned confirmation method for charging salaries to the TRIO program for employees. We also noted that the District's methods did not include an after the fact statement/confirmation from all employee or supervisor using suitable means of verification that payroll original planned and charged to the program was reasonable in relation to the work actually performed. We noted in our sample one employee at the Moreno Valley campus did not include an after the fact statement/confirmation working on TRIO program which total approximately \$55,000 for the year ended June 30, 2007.

Effect

By not performing any certifications that the employees worked solely on that program for the period covered by the certification and/or supported by personnel activity reports or equivalent documentation which is an independent internal evaluation to ensure the system's integrity, the District may not be in compliance with allowable cost principles and applicable OMB cost circulars.

Cause

Written guidance provided by cost allocation OMB Circulars over appropriate methodologies for allocation of time spent within a specific Federal program was not followed. Documentation requirements for the allocation were not maintained.

Questioned Costs

Approximately \$55,000.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS FOR THE YEAR ENDED JUNE 30, 2007

Recommendation

The District should review the requirements of the OMB A-21, *Cost Principles for Education Institutions* and develop specific written procedures that will provide documentation requirements for the allocation of salary and benefit costs to the program. Employee salaries that are charged to Federal programs must be supported by an independent internal evaluation such as periodic certifications that the employees worked solely on that program for the period covered by the certification and/or supported by personnel activity reports or equivalent documentation to ensure the salaries being charged to the various Federal programs are reasonable in relation to the work that is actually being performed. Various methodologies have been approved are available to substantiate the allocation of employee salaries, such as time study sampling, to help ensure that salaries are being allocation appropriately.

District Response and Planned Corrective Actions

The Moreno Valley Trio Program ended as of November 30, 2007. The Grants and Contracts Office will continue to provide Federal grant Project Directors grant management/compliance training and advise them of the personal activity report requirements. The Grants and Contracts Office will implement a process by which Federal grant Project Directors will be sent periodic notifications instructing them of the need to complete and file the Time and Effort Certification. The process will include follow up by the Grants and Contracts Office to insure that the Federal grant Project Directors are compliant.

2007-2 Finding - Suspension or Debarment Certifications for Contracts between \$25,000 to \$100,000

Program: Hispanic Serving Institutions and Independent Living Program

CFDA No. 84.031S and 93.674

Award Year: 2006-2007

Compliance Requirement: Procurement, Suspension, and Debarment

Questioned Costs: None

Programs Affected

Higher Education Institutional Aid: *U.S. Department of Education (DOE)*, Higher Education Act: Strengthening Institutions Hispanic Serving Institutions (CFDA 84.031S)

Independent Living Program: *U.S. Department Health and Human Services (HHS)*, (CFDA 93.674), Passed through from County of Riverside, Department of Public Social Services, Passed through from California Community College Foundation

RIVERSIDE COMMUNITY COLLEGE DISTRICT

FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS FOR THE YEAR ENDED JUNE 30, 2007

Criteria

Title 34 - Education, Part 80 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments - Sub-Part C - Pre-Award Requirements, Section 80.35
Subawards to debarred and suspended parties:

- Grantees and subgrantees must not make any award or permit any award (subgrant or contract) at any tier to any party, which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

OMB Circular A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, Sub-Part C, Pre-Award Requirements, Section .33 Debarment and Suspension:

- Federal awarding agencies and recipients shall comply with the nonprocurement debarment and suspension common rule implementing E.O.s 12549 and 12689, "Debarment and Suspension." This common rule restricts subawards and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Condition

During procedures performed over suspension and debarment, we noted the standard contract template for the certification of potential contractor or subcontractor regarding debarment, suspension, and other ineligibility and voluntary exclusion indicates it must be completed by subcontractors/suppliers with a contract value over \$100,000 instead of \$25,000 as required by the Federal regulations. We also noted that the investigation of the Excluded Parties List System (EPLS) website was not performed for the subcontractor/supplier unless the contract value was over \$100,000.

Effect

Without the proper controls in place, unauthorized program costs could be reimbursed by the Federal program.

Cause

Written guidance provided by cost allocation OMB Circulars over debarment and suspension common rule implementing E.O.s 12549 and 12689, "Debarment and Suspension." This common rule restricts subawards and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. No documentation for verifying this requirement was maintained.

Questioned Costs

None.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS FOR THE YEAR ENDED JUNE 30, 2007

Recommendation

We recommend the District review its policies and procedures to verify all vendors who are providing services to federally funded programs in excess of \$25,000 have verified that the entity is not suspended or debarred or otherwise excluded. This verification may be accomplished by checking the *Excluded Parties List System (EPLS)* maintained by the General Services Administration (GSA), collecting a certification from the entity, or adding a clause or condition to the covered transaction with that entity. The District should also update contract templates for all contract types that exceed \$25,000 to avoid a violation of the Executive Order 12549.

District Response and Planned Corrective Actions

The Grants and Contract Office will provide information and training on Executive Order 12549 to Project Directors. Project Directors will be responsible for obtaining a letter of certification from vendors being paid from Federal grant awards. In addition, the Purchasing Office will ensure that wording contained in Executive Order 12549 is added to the standard contract terms and conditions.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

STATE AWARDS FINDINGS AND QUESTIONED COSTS FOR THE YEAR ENDED JUNE 30, 2007

The following findings represent instances of noncompliance and/or questioned costs relating to State program laws and regulations.

2007-3 Finding - Student Health Fees (Section 437)

Criteria

Education Code Sections 70902, 76355, and 76365

CCR, Title 5, Section 51012, Student Fees.

Student Fee Handbook published by Chancellor's Office for Community Colleges, October 2006.

Condition

We noted the following area of concern regarding student health fees:

The District did not disclose a clear process by which students claiming an exemption of the student health fee can follow to obtain such an exemption. Per conversations with District personnel, students who inquired about this fee were simply told that the fee is required by the State of California and cannot be waived. This information should be disclosed within the catalog or schedule of classes.

Recommendation

The District should review their Board approved policies and documentation of student health fees noted in the College's catalog or class schedules in order to ensure proper compliance with State regulations. The District should also ensure that the existence of the two statutory exemptions is communicated effectively to the students so that they will be aware of potential applicable exemptions. Furthermore, this fee is not required by the State of California, and the State gives the authority to make this fee mandatory to the District.

District Response and Planned Corrective Actions

The Riverside Community College 2007-2008 Catalog and the Winter 2008 and Summer 2008 Schedules of Classes have information about health fee exemptions. The language is being revised in the next publication cycle (Fall 2008 Schedule and 2008-2009 Catalog) to reflect the following verbiage regarding health services fees:

Students who depend on prayer for healing and students attending under an approved apprenticeship program are exempt from this fee. Students must apply for this waiver by submitting a health services fee waiver request and supporting documentation to the Health Services office. The health services fee waiver request form can be obtained from Admissions and Records.

There will be written and verbal training with the staff of Admissions and Records and the Health Services office on the procedures for handling student requests to waive the health services fee. This training will include informing students that the student health fee can be waived under the above circumstances. Staff will be notified of this procedure by email; the subject will be on the agenda for both the next Admissions and Records meeting and the next Health Services meeting.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS FOR THE YEAR ENDED JUNE 30, 2007

Except as specified in previous sections of this report, summarized below is the current status of all audit findings reported in the prior year's schedule of audit findings and questioned costs.

FEDERAL AWARDS FINDINGS

2006-1 Finding

Federal Program Information

U.S. Department of Education - Student Financial Aid Cluster - 84.007, 84.032, 84.033, and 84.063

Condition

Refund calculations were calculated incorrectly and some refunds were not returned to the Department of Education in a timely manner.

Criteria

When a recipient of Title IV grant or loan assistance withdraws from an institution, during a payment period or period of enrollment in which the recipient began attendance, the institution must determine the amount of Title IV aid earned by the student as of the student's withdrawal date. The refund calculation is based on the number of days in a term and the date the student withdrew or dropped classes. Title IV refunds are required to be deposited or transferred to the Department of Education as soon as possible, but no later than 30 days after the date the institution determines that the student withdrew.

Questioned Costs

Unknown.

Context

We noted incorrect drop dates were used for several students during our testing of refund calculations. The date of determination used was the date that the refund calculation was performed instead of the date the last class was officially dropped in certain instances. In addition, we noted two drop reports that were run during Winter semester which listed students who had dropped during Fall semester. The refund calculations for these students were not performed timely.

Effect

The miscalculation of refunds resulted in an underpayment of funds to the Department of Education for several students selected for testing. The return of Title IV refunds were not made within the 30-day requirement in certain instances.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS FOR THE YEAR ENDED JUNE 30, 2007

Cause

The calculation errors were due to backdating the drop dates in the computer and due to human error when determining the correct drop date. The date of determination error was due to not consistently selecting the appropriate determination date. The computer reports run during the Winter semester were done after determining a computer error had occurred in drop reports run during the Fall semester.

Recommendation

We recommend a responsible individual within the Student Financial Services review the computer reports and computer programming in order to determine drop reports that include all Title IV students who dropped in the specified time period and that all computer programming is in accordance with Department of Education refund calculation requirements. We also recommend the Student Financial Services provide adequate training and supervision for staff responsible for refund calculations.

Current Status

Implemented.

ADDITIONAL SUPPLEMENTARY INFORMATION

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**GOVERNMENTAL FUNDS
 BALANCE SHEETS - (UNAUDITED)
 JUNE 30, 2007**

	<u>General Unrestricted</u>	<u>General Restricted</u>
ASSETS		
Cash and cash equivalents	\$ 177,021	\$ 314,557
Investments	15,545,684	3,750,935
Accounts receivable	12,466,930	4,028,238
Due from other funds	68,193	992,388
Prepaid expenses	63,756	9,381
Stores inventories	-	-
Total Assets	<u><u>\$28,321,584</u></u>	<u><u>\$ 9,095,499</u></u>
LIABILITIES AND FUND EQUITY		
LIABILITIES		
Accounts payable	\$ 7,132,710	\$ 1,364,315
Due to other funds	1,963,490	1,513
Deferred revenue	1,175,964	2,526,728
Total Liabilities	<u><u>10,272,164</u></u>	<u><u>3,892,556</u></u>
FUND EQUITY		
Fund Balances		
Reserved	63,756	5,202,943
Unreserved		
Designated	900,000	-
Undesignated	17,085,664	-
Total Fund Equity	<u><u>18,049,420</u></u>	<u><u>5,202,943</u></u>
Total Liabilities and Fund Equity	<u><u>\$28,321,584</u></u>	<u><u>\$ 9,095,499</u></u>

See accompanying note to additional supplementary information.

<u>Special Revenue</u>			<u>Capital Project</u>	<u>Debt Service</u>	<u>Total Governmental Fund (Memorandum Only)</u>
<u>Food Service</u>	<u>Child Development</u>	<u>R.C.C.D. Development Corporation</u>	<u>Capital Outlay Projects</u>	<u>Bond Interest and Redemption</u>	
\$ 20,393	\$ 34,826	\$ 16,244	\$ -	\$ -	\$ 563,041
88,648	131,319	-	113,849,144	18,741,502	152,107,232
18,508	28,805	-	4,423,001	-	20,965,482
8,304	138	-	954,975	-	2,023,998
-	-	-	-	-	73,137
21,310	-	-	-	-	21,310
<u>\$ 157,163</u>	<u>\$ 195,088</u>	<u>\$ 16,244</u>	<u>\$ 119,227,120</u>	<u>\$ 18,741,502</u>	<u>\$ 175,754,200</u>
\$ 54,927	\$ 69,616	\$ -	\$ 5,339,842	\$ -	\$ 13,961,410
495	332	-	-	-	1,965,830
-	-	-	-	-	3,702,692
<u>55,422</u>	<u>69,948</u>	<u>-</u>	<u>5,339,842</u>	<u>-</u>	<u>19,629,932</u>
21,310	-	-	-	-	5,288,009
-	-	-	-	18,741,502	19,641,502
80,431	125,140	16,244	113,887,278	-	131,194,757
<u>101,741</u>	<u>125,140</u>	<u>16,244</u>	<u>113,887,278</u>	<u>18,741,502</u>	<u>156,124,268</u>
<u>\$ 157,163</u>	<u>\$ 195,088</u>	<u>\$ 16,244</u>	<u>\$ 119,227,120</u>	<u>\$ 18,741,502</u>	<u>\$ 175,754,200</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**GOVERNMENTAL FUNDS
 STATEMENTS OF REVENUES, EXPENDITURES, AND CHANGES
 IN FUND BALANCE - (UNAUDITED)
 FOR THE YEAR ENDED JUNE 30, 2007**

	<u>General Unrestricted</u>	<u>General Restricted</u>
REVENUES		
Federal revenues	\$ 115,339	\$ 7,574,236
State revenues	92,352,718	10,735,973
Local revenues	43,860,112	4,905,242
Total Revenues	<u>136,328,169</u>	<u>23,215,451</u>
EXPENDITURES		
Current Expenditures		
Academic salaries	62,479,281	3,561,067
Classified salaries	26,381,646	7,695,017
Employee benefits	22,200,691	3,063,957
Books and supplies	2,093,875	1,815,779
Services and operating expenditures	13,901,169	3,340,879
Capital outlay	1,918,499	3,524,957
Debt service - principal	-	65,000
Debt service - interest and other	-	-
Total Expenditures	<u>128,975,161</u>	<u>23,066,656</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>7,353,008</u>	<u>148,795</u>
OTHER FINANCING SOURCES (USES)		
Operating transfers in	(969,025)	985,010
Operating transfers out	(976,930)	-
Other sources	3,522	138,445
Other uses	-	(344,159)
Total Other Financing Sources (Uses)	<u>(1,942,433)</u>	<u>779,296</u>
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES	5,410,575	928,091
FUND BALANCE, BEGINNING OF YEAR	12,638,845	4,274,852
FUND BALANCE, END OF YEAR	<u>\$ 18,049,420</u>	<u>\$ 5,202,943</u>

See accompanying note to additional supplementary information.

Special Revenue			Capital Project	Debt Service	Total Governmental Fund (Memorandum Only)
Food Service	Child Development	R.C.C.D Development Corporation	Capital Outlay Projects	Bond Interest and Redemption	
\$ -	\$ 30,995	\$ -	\$ -	\$ -	\$ 7,720,570
-	138,219	-	9,619,978	151,576	112,998,464
1,250,905	1,081,935	11	2,154,722	14,229,958	67,482,885
<u>1,250,905</u>	<u>1,251,149</u>	<u>11</u>	<u>11,774,700</u>	<u>14,381,534</u>	<u>188,201,919</u>
-	964,853	-	-	-	67,005,201
663,563	168,604	-	43,674	-	34,952,504
246,878	200,179	-	22,758	-	25,734,463
735,849	54,888	-	36,311	-	4,736,702
232,540	56,013	20	1,942,324	-	19,472,945
4,538	851	-	32,972,222	-	38,421,067
-	-	-	-	6,320,000	6,385,000
-	-	-	-	2,872,456	2,872,456
<u>1,883,368</u>	<u>1,445,388</u>	<u>20</u>	<u>35,017,289</u>	<u>9,192,456</u>	<u>199,580,338</u>
(632,463)	(194,239)	(9)	(23,242,589)	5,189,078	(11,378,419)
506,930	220,000	-	-	-	742,915
-	-	-	(15,985)	-	(992,915)
-	-	-	92,816,967	1,732,136	94,691,070
-	-	-	(1,732,136)	-	(2,076,295)
<u>506,930</u>	<u>220,000</u>	<u>-</u>	<u>91,068,846</u>	<u>1,732,136</u>	<u>92,364,775</u>
(125,533)	25,761	(9)	67,826,257	6,921,214	80,986,356
227,274	99,379	16,253	46,061,021	11,820,288	75,137,912
<u>\$ 101,741</u>	<u>\$ 125,140</u>	<u>\$ 16,244</u>	<u>\$ 113,887,278</u>	<u>\$ 18,741,502</u>	<u>\$ 156,124,268</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**PROPRIETARY FUNDS
BALANCE SHEETS - (UNAUDITED)
JUNE 30, 2007**

	Internal Service Fund
ASSETS	
Cash and cash equivalents	\$ 21,374
Investments	7,539,715
Accounts receivable	105,521
Due from other funds	2,571
Total Assets	\$ 7,669,181
LIABILITIES AND FUND EQUITY	
LIABILITIES	
Accounts payable	\$ 27,110
Deferred revenue	1,091,595
Claim liabilities	2,831,205
Total Liabilities	3,949,910
FUND EQUITY	
Retained earnings	3,719,271
Total Liabilities and Fund Equity	\$ 7,669,181

See accompanying note to additional supplementary information.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**PROPRIETARY FUNDS
 STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN
 RETAINED EARNINGS - (UNAUDITED)
 FOR THE YEAR ENDED JUNE 30, 2007**

	<u>Internal Service Fund</u>
OPERATING REVENUES	
District premiums	\$ 5,812,706
OPERATING EXPENSES	
Classified salaries	224,641
Employee benefits	89,667
Books and supplies	4,463
Services and other operating expenditures	4,525,727
Capital outlay	37,905
Total Operating Expenses	<u>4,882,403</u>
Operating Income	<u>930,303</u>
NONOPERATING REVENUES (EXPENSES)	
Interest income	305,731
Miscellaneous revenues	1,631
Operating transfers in	250,000
Total Nonoperating Revenues (Expenses)	<u>557,362</u>
NET INCOME	1,487,665
RETAINED EARNINGS, BEGINNING OF YEAR	<u>2,231,606</u>
RETAINED EARNINGS, END OF YEAR	<u><u>\$ 3,719,271</u></u>

See accompanying note to additional supplementary information.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**PROPRIETARY FUNDS
 STATEMENTS OF CASH FLOWS - (UNAUDITED)
 FOR THE YEAR ENDED JUNE 30, 2007**

	<u>Internal Service Fund</u>
CASH FLOWS FROM OPERATING ACTIVITIES	
Operating Income	\$ 930,303
Adjustments to Reconcile Change in Net Assets to Net Cash Flow Operating Activities	
Increase in accounts receivable	(41,153)
Increase in due from other funds	(1,640)
Increase in accounts payable	27,110
Increase in claims liabilities	354,442
Increase in deferred revenue	32,327
Net Cash Flows from Operating Activities	<u>1,301,389</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Interest on investments	305,731
Other nonoperating income	1,631
Transfers in	250,000
Net Cash Flows from Investing Activities	<u>557,362</u>
Net increase in cash and cash equivalents	1,858,751
Cash and cash equivalents - Beginning	<u>5,702,338</u>
Cash and cash equivalents - Ending	<u><u>\$ 7,561,089</u></u>
CASH AND CASH EQUIVALENTS CONSISTS OF:	
Cash in banks	\$ 21,374
Cash in county pooled investment	7,539,715
	<u><u>\$ 7,561,089</u></u>

See accompanying note to additional supplementary information.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**FIDUCIARY FUNDS
 BALANCE SHEETS - (UNAUDITED)
 JUNE 30, 2007**

	Associated Students Trust	Student Financial Aid	Total
ASSETS			
Cash and cash equivalents	\$ 2,051,352	\$ 112,800	\$ 2,164,152
Accounts receivable	6,826	42,153	48,979
Due from other funds	36,592	12,523	49,115
Total Assets	\$ 2,094,770	\$ 167,476	\$ 2,262,246
LIABILITIES AND FUND EQUITY			
LIABILITIES			
Accounts payable	\$ 31,337	\$ 78,185	\$ 109,522
Due to other funds	20,563	89,291	109,854
Due to student groups	952,687	-	952,687
Total Liabilities	1,004,587	167,476	1,172,063
FUND EQUITY			
Fund Balances			
Unreserved			
Undesignated	1,090,183	-	1,090,183
Total Fund Equity	1,090,183	-	1,090,183
Total Liabilities and Fund Equity	\$ 2,094,770	\$ 167,476	\$ 2,262,246

See accompanying note to additional supplementary information.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**FIDUCIARY FUNDS
 STATEMENTS OF REVENUES, EXPENDITURES, AND CHANGES IN
 FUND BALANCE - (UNAUDITED)
 FOR THE YEAR ENDED JUNE 30, 2007**

	Associated Students Trust	Student Financial Aid	Total
REVENUES			
Federal revenues	\$ -	\$ 12,218,706	\$ 12,218,706
State revenues	-	1,462,173	1,462,173
Local revenues	595,841	-	595,841
Total Revenues	<u>595,841</u>	<u>13,680,879</u>	<u>14,276,720</u>
EXPENDITURES			
Current Expenditures			
Services and operating expenditures	557,848	-	557,848
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>37,993</u>	<u>13,680,879</u>	<u>13,718,872</u>
OTHER FINANCING SOURCES (USES)			
Other uses	18,561	(13,680,879)	(13,662,318)
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES	56,554	-	56,554
FUND BALANCE, BEGINNING OF YEAR	<u>1,033,629</u>	-	<u>1,033,629</u>
FUND BALANCE, END OF YEAR	<u>\$ 1,090,183</u>	<u>\$ -</u>	<u>\$ 1,090,183</u>

See accompanying note to additional supplementary information.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

NOTE TO ADDITIONAL SUPPLEMENTARY INFORMATION JUNE 30, 2007

NOTE 1 - PURPOSE OF SCHEDULES

Fund Financial Statements

The accompanying financial statements report the governmental, proprietary, and fiduciary fund activities of Riverside Community College District and are presented on the modified accrual basis of accounting. Therefore, some amounts presented in these financial statements may differ from amounts presented in, or used in, the preparation of the basic financial statements. The information is unaudited and is presented at the request of the District management.



Vavrinek, Trine, Day & Co., LLP
Certified Public Accountants

VALUE THE DIFFERENCE

To the Board of Trustees
Riverside Community College District

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Riverside Community College District for the year ended June 30, 2007, and have issued our report thereon dated December 21, 2007. Professional standards require that we provide you with the following information related to our audit.

Our Responsibility Under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

Planned Scope and Timing of the Audit

We performed the audit according to the planned scope and timing previously communicated to you in our meeting about planning matters.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application. The significant accounting policies used by Riverside Community College District are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during year end June 30, 2007. We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. There are no significant transactions that have been recognized in the financial statements in a different period than when the transaction occurred.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the financial statements was the cost of capital assets net of accumulated depreciation. Depreciation is the recognition of the use of your capital assets over time. Conditions may exist that result in assets having a longer or shorter useful life than is reflected within these statements. We evaluated the key factors and assumptions used to develop depreciation in determining that it is reasonable in relation to the financial statements taken as a whole.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

To the Board of Trustees
Riverside Community College District
Page 2

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 21, 2007.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship, and our responses were not a condition to our retention.

This information is intended solely for the use of the Board of Trustees and management of Riverside Community College District and is not intended to be and should not be used by anyone other than these specified parties.

Waurinek, June Day & Co. LLP

Rancho Cucamonga, California
December 21, 2007



To the Board of Trustees and
Dr. James L. Buysse, Interim Chancellor
Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506-1299

In planning and performing our audit of the financial statements of the Riverside Community College District (the District) for the year ended June 30, 2007, we considered the District's internal control in order to determine our auditing procedures for the purpose of expressing an opinion on the financial statements and not to provide assurance on internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. However, as discussed below, we identified certain deficiencies in internal control that we consider to be significant deficiencies.

A *control deficiency* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A *significant deficiency* is a control deficiency, or a combination of control deficiencies, that adversely affects the organization's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the organization's financial statements, that is more than inconsequential, will not be prevented or detected by the organization's internal control. We consider the following deficiencies to be control deficiencies in internal control.

CURRENT YEAR MANAGEMENT COMMENTS

Workers' Compensation and Property and Liability Insurance Liabilities

The assumptions used by the District to calculate the claims liability are determined based on estimates by District personnel. Loss development techniques are used to establish the claims liability. Understanding and assessing the variability of these estimates, and the reliability of historical experience as an indicator of future loss payments, requires a careful analysis of the historical loss data and the use of projection methods that are sensitive to the particular circumstances.

Recommendation

Another method used for the measurement of the claims liability is based on discount rates, disability rates, and mortality. The District should consider hiring an actuarial specialist to estimate the claims liability. We further recommend an updated actuarial study of the claims costs be obtained every three years, which is industry practice.

To the Board of Trustees and
Dr. James L. Buysse, Interim Chancellor
Riverside Community College District
Page 2

District Response

The District has employed an acceptable actuarial technique to compute claims liabilities which are based on past experience and the use of "paid loss" estimates. The District's Director of Administrative Services has extensive experience computing claims liabilities as do the District's third party vendors. The District's liability reserves are reviewed by ASCIP, its liability JPA. The paid loss data used for workers' compensation reserve calculations is based on reports from SCRMA, the workers' compensation JPA. An extensive data base is maintained by the risk management office in order to project future claims costs. In addition, both self-insurance funds maintain a reserve balance in excess of 40 percent of the total available funds (TAF). The District will consider engaging an actuarial specialist.

System Interface Controls

The District's business critical applications such as Payroll (Galaxy System) and Human Resource System (Datatel) operate independently of each other and reside on different mainframe-based systems, requiring integration through a manual process which is performed solely by the Payroll Department. We have identified a lack of system controls to ensure the completeness of data being transferred from one system to another. During our test work over system controls within the Human Resource/Payroll process, we noted the following:

- Payroll lacks adequate controls to make certain all records from Human Resources have been processed completely. No identifiable Payroll or Human Resource controls for record completeness exists.
- After a "Notice of Change" form is generated from the County Office of Education, which indicates that a change has occurred in the Payroll System, no identified review of these records exists.

Recommendation

We recommend that the District consider modifying their Payroll and Human Resource processes to include an independent review of any modifications made in the Payroll system. The District's approach should include a review of any modification made which is outside the Payroll and Accounting Department.

District Response

Staff will work with the County Office of Education to provide reports that will facilitate review of payroll modifications. In addition, there will be a review of payroll and human resource duties and responsibilities to further delineate the roles of each office in order to improve internal control processes.

Procurement Procedures

We noted one of the 25 procurement transactions sampled did not comply with the District's procurement policy. During procedures performed over procurement policies, we noted one transaction was made without a purchase order, which circumvented the internal control process of the District's purchasing policies and procedures. We further noted the purchase was made with a District employee's personal credit card and the non-travel employee reimbursement process was used to be reimbursed back the costs of the product. The District's policy for non-travel employee reimbursement is for emergency purchases only and should only be used with the utmost discretion.

To the Board of Trustees and
Dr. James L. Buysse, Interim Chancellor
Riverside Community College District
Page 3

Recommendation

We recommend that the District continue to strengthen its controls over its procurement approval process to ensure that required District policies are being followed and the non-travel employee reimbursement process to be used with the utmost discretion.

District Response

The District will continue to provide information to departments regarding the procurement approval process and emphasize that the non-travel employee reimbursement process is for emergency purchases only and is to be used with the utmost discretion. Instances where the non-travel employee reimbursement process is utilized will be documented as to the nature of the emergency. Specific procedures will be written and distributed to all staff.

We appreciate the time and assistance the staff of the District has provided during our audit. We will follow up on each of the areas noted above during the early stage of our fieldwork for the 2007-2008 fiscal year.

This report is intended solely for the information and use of the Board, management, and others within the organization and is not intended to be, and should not be, used by anyone other than these specified parties.

Warriner, June Day & Co. LLP

Rancho Cucamonga, California
December 20, 2007

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-2

Date: January 29, 2008

Subject: 2006-2007 Measure C Financial and Performance Audits

Background: In accordance with the provisions of Proposition 39, independent financial and performance audits of the Measure C general obligation bonds were performed by Eadie and Payne LLP. A representative of the firm will be available to present the reports. Results of the audits are summarized below.

Audit Findings

There were no findings or questioned costs related to the audits of the Measure C general obligation bonds for the year ended June 30, 2007.

Recommended Action: It is recommended that the Board of Trustees receive the independent financial and performance audit of the Measure C general obligation bonds for the year ended June 30, 2007.

James L. Buysse
Interim Chancellor

Prepared by: Bill J. Bogle, Jr.
District Controller

DEBORAH L. CROWLEY, C.P.A.
TODD C. LANDRY, C.P.A.
JOHN F. PRENTICE, C.P.A.



DAVID M. THAYER, C.P.A.
FRANK M. ZABALETA, C.P.A.

*Certified Public Accountants
and
Business Advisors*

Board of Trustees
Riverside Community College District
Riverside, California

We have audited the financial statements of the General Obligation Bond Funded Capital Outlay Projects of the Riverside Community College District for the year ended June 30, 2007 and have issued our report thereon dated September 13, 2007. In connection with that audit, we are providing you with the following information.

OUR RESPONSIBILITY UNDER U.S. GENERALLY ACCEPTED AUDITING STANDARDS

As stated in our engagement letter dated September 21, 2005, our responsibility, as described by professional standards, is to plan and perform our audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement and are fairly presented in accordance with accounting principles generally accepted in the United States of America. Because an audit is designed to provide reasonable, but not absolute, assurance and because we did not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us.

As part of our audit, we considered the internal control of Riverside Community College District. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

SIGNIFICANT ACCOUNTING POLICIES

Management has the responsibility for selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application. The significant accounting policies used by Riverside Community College District are described in Note 2 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year ended June 30, 2007. We noted no transactions entered into by the District during the year that were both significant and unusual, and of which, under professional standards, we are required to inform you, or transactions for which there is a lack of authoritative guidance or consensus.

Board of Trustees
Riverside Community College District

AUDIT ADJUSTMENTS

For purposes of this letter, professional standards define an audit adjustment as a proposed correction of the financial statements that, in our judgment, may not have been detected except through our auditing procedures. An audit adjustment may or may not indicate matters that could have a significant effect on the District's financial reporting process (that is, cause future financial statements to be materially misstated). In our judgment, none of the adjustments we proposed, whether recorded or unrecorded by the District, either individually or in the aggregate, indicate matters that could have a significant effect on the District's financial reporting process.

DISAGREEMENTS WITH MANAGEMENT

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

CONSULTATION WITH OTHER INDEPENDENT ACCOUNTANTS

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the District's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

ISSUES DISCUSSED PRIOR TO RETENTION OF INDEPENDENT AUDITORS

We often discuss a variety of matters, including the application of accounting principles and auditing standards, with management prior to our retention as auditors. However, no discussions occurred prior to our retention as auditors for the General Obligation Bond Capital Outlay Projects of the Riverside Community College District for which our responses were a condition to our retention.

DIFFICULTIES ENCOUNTERED IN PERFORMING THE AUDIT

We encountered no significant difficulties in dealing with management in performing and completing our audit.

**Board of Trustees
Riverside Community College District**

This information is intended solely for the use of the Board of Trustees and management of Riverside Community College District and is not intended to be and should not be used by anyone other than these specified parties.

Eadie and Payne, LHP

September 13, 2007

**RIVERSIDE COMMUNITY
COLLEGE DISTRICT**

RIVERSIDE COUNTY

**REPORT ON PROPOSITION 39 FUNDING
FINANCIAL AND PERFORMANCE AUDITS**

JUNE 30, 2007

RIVERSIDE COMMUNITY COLLEGE DISTRICT
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JUNE 30, 2007

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DEBORAH L. CROWLEY, C.P.A.
TODD C. LANDRY, C.P.A.
JOHN F. PRENTICE, C.P.A.



DAVID M. THAYER, C.P.A.
FRANK M. ZABALETA, C.P.A.

*Certified Public Accountants
and
Business Advisors*

INDEPENDENT AUDITORS' REPORT

**Board of Trustees
Riverside Community College District
Riverside, California**

We have audited the accompanying financial statements of the General Obligation Bond Funded Capital Outlay Projects of the Riverside Community College District as of and for the year ended June 30, 2007, as listed in the table of contents. These financial statements are the responsibility of the District's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit of the General Obligation Bond Funded Capital Outlay Projects in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

As discussed in Note 1, the financial statements present only the financial activity of the General Obligation Bond Funded Capital Outlay Projects and do not purport to, and do not, present fairly the financial position of the Riverside Community College District, as of June 30, 2007, and the changes in its financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the General Obligation Bond Funded Capital Outlay Projects of the Riverside Community College District as of June 30, 2007, and the changes in financial position thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Eddie and Payne, LLP

September 13, 2007

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS
BALANCE SHEET
JUNE 30, 2007

ASSETS	
Cash and cash equivalents	\$103,943,537
Accrued interest receivable	<u>216,481</u>
TOTAL ASSETS	<u>\$104,160,018</u>
LIABILITIES	
Accounts payable	<u>\$ 3,588,377</u>
TOTAL LIABILITIES	<u>3,588,377</u>
FUND BALANCE	
Restricted	<u>100,571,641</u>
TOTAL FUND BALANCE	<u>100,571,641</u>
TOTAL LIABILITIES AND FUND BALANCE	<u>\$104,160,018</u>

The accompanying notes are an integral part of the financial statements.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
FOR THE YEAR ENDED JUNE 30, 2007**

REVENUE

Revenue From Local Sources

Interest income \$ 1,449,144
Other income 159,498

Total Revenue From Local Sources 1,608,642

Total Revenue 1,608,642

EXPENDITURES

Capital outlay 25,208,505

Total Expenditures 25,208,505

EXCESS (DEFICIENCY) OF REVENUE OVER EXPENDITURES (23,599,863)

OTHER FINANCING SOURCES

Proceeds from bonds 92,816,966

Total Other Financing Sources 92,816,966

OTHER FINANCING USES

Debt service 1,732,136

Costs of issuance 1,084,830

Total Other Financing Uses 2,816,966

EXCESS OF REVENUE AND OTHER SOURCES OVER EXPENDITURES 66,400,137

FUND BALANCE AT JULY 1, 2006 34,171,504

FUND BALANCE AT JUNE 30, 2007 \$100,571,641

The accompanying notes are an integral part of the financial statements.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2007**

1. NATURE OF ACTIVITIES

These financial statements present only the financial activity of the General Obligation Bond Funded Capital Outlay Projects of the Riverside Community College District and do not purport to present the financial position or the changes in financial position of the Riverside Community College District. Debt service on the general obligation bonds is not included in these financial statements.

On March 2, 2004, the voters of Riverside Community College District approved Measure C, a \$350 million bond measure designed to provide funds to improve facilities and safety at the Moreno Valley, Norco, and Riverside campuses.

Because Measure C was a bond election under Proposition 39, the District was obliged to establish a Citizens' Oversight Committee in order to satisfy the accountability requirements of Proposition 39. Regulated by the Ralph M. Brown Public Meetings Act, the committee reviews expenditure reports to ensure that a) bond proceeds are expended only for the purpose set forth in the ballot measure and b) no bond proceeds are used for any teacher or nonconstruction-related administrative salaries or operating expenses.

In August 2004, the District issued the General Obligation Bonds, Series A and B in the amounts of \$55,205,000 and \$9,795,000, respectively. Series A bonds were issued to finance the acquisition, construction, and modernization of property and school facilities and to refund the District's outstanding Certificates of Participation (1993 Financing Project). The Series B Bonds were issued to advance refund the District's outstanding Certificates of Participation (2001 Refunding Project) Series B.

In June 2005, the District issued the General Obligation Refunding Bonds, Series 2004A in the amount of \$58,386,109 to advance refund all or a portion of the outstanding principal amount of the District's General Obligation Series A Bonds and to pay costs of issuance associated with the Bonds.

In June 2007, the District issued the General Obligation Bonds, Series C in the amount of \$90,000,000. The bonds were issued to finance the repair, acquisition, construction, and equipping of certain district facilities, and to pay all legal, financial, and contingent costs in connection with the issuance of the Bonds.

NOTES TO FINANCIAL STATEMENTS (Continued)

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Financial Statement Presentation

The accompanying financial statements have been prepared in conformity with generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board (GASB) and *Audits of State and Local Governmental Units* issued by the American Institute of Certified Public Accountants.

B. Basis of Accounting

The activity of the General Obligation Bond Funded Capital Outlay Projects of the Riverside Community College District is maintained on the modified accrual basis of accounting. Revenues are recognized when they become susceptible to accrual, that is, when they become both measurable and available to finance expenditures of the current period. Expenditures are recognized in the accounting period in which the liability is incurred (when goods are received or services rendered).

The statement of revenues, expenditures, and changes in fund balance is a statement of financial activities of the General Obligation Bond Funded Capital Outlay Projects related to the current reporting period. Expenditures of the fund frequently include amounts for land, buildings, equipment, debt service, and transfers to other funds. Consequently, these statements do not purport to present the results of operations or the net income or loss for the period as would a statement of income for a for-profit-type organization.

C. Cash and Cash Equivalents

The District considers all highly liquid investments with an initial maturity of three months or less, from the date of acquisition, to be cash equivalents. Funds invested in the County treasurer's investment pool are considered cash equivalents. In the current year, the County invested a portion of the District's General Obligation Bond funds in a fixed-interest investment; the funds remain highly liquid to the District and are considered cash equivalents. Cash in the County treasury is recorded at cost, which approximates fair value.

3. CONSTRUCTION COMMITMENTS

As of June 30, 2007, the District had commitments of \$47,359,994 with respect to unfinished general obligation bond funded capital projects.

DEBORAH L. CROWLEY, C.P.A.
TODD C. LANDRY, C.P.A.
JOHN F. PRENTICE, C.P.A.



DAVID M. THAYER, C.P.A.
FRANK M. ZAJALETA, C.P.A.

*Certified Public Accountants
and
Business Advisors*

INDEPENDENT AUDITORS' REPORT

The Board of Trustees
Riverside Community College District
Riverside, California

In connection with our audit, we have examined the Riverside Community College District's compliance with the performance requirements for the Proposition 39 General Obligation Bonds for the year ended June 30, 2007. Management is responsible for the Riverside Community College District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about Riverside Community College District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Riverside Community College District's compliance with specified requirements.

In our opinion, the Riverside Community College District complied, in all material respects, with the aforementioned requirements for the year ended June 30, 2007.

September 13, 2007

Eadie and Payne, LLP

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BONDS
PROPOSITION 39 PERFORMANCE AUDIT
PROCEDURES PERFORMED
JUNE 30, 2007**

We obtained the general ledger and the project expenditure summary reports and detail prepared by the District for the fiscal year ended June 30, 2007 for the General Obligation Bond Funded Capital Outlay Projects. We obtained the actual invoices and other supporting documentation for expenditures on a sample basis to test compliance with Proposition 39. We performed the following procedures:

- We reviewed the ballot proposition of the Riverside Community College District bond measure outlining the projects to be funded from the bond proceeds.
- We selected expenditures during the period July 1, 2006 to June 30, 2007 for testing on a sample basis. We reviewed supporting documentation for items selected to ensure that funds were properly expended on the specific projects approved by the Board of Trustees and that these projects were in conformity with the ballot text.
- We compared total expenditures to date for each project to budgets for each project.
- We also verified that funds were generally used for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, and we verified that funding was not spent for teacher or nonconstruction-related administrative salaries or other school operating expenses.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 GENERAL OBLIGATION BONDS
 BOND PROJECT SUMMARY
 JUNE 30, 2007**

The District has identified the following projects to be funded with proceeds from the general obligation bonds. The District incurred costs of \$55,671,846 through June 30, 2007 for these construction projects. Capital outlay and other financing expenditures were as follows:

	BUDGET	TOTAL PROJECT COSTS THROUGH JUNE 30, 2006	2007 ACTUAL COSTS	TOTAL PROJECT COSTS THROUGH JUNE 30, 2007
Parking Structure - Riverside	\$ 20,949,896	\$ 13,762,249	\$ 7,166,749	\$ 20,928,998
PE Complex/Athletic Field Phase I - Riverside	4,516,435	4,514,948	1,487	4,516,435
Swing Space	3,958,308	3,922,232	36,076	3,958,308
Quad Moderization Project	8,735,238	1,388,091	4,504,052	5,892,143
RCC System Office - Purchase Option	2,629,982	2,629,982	-	2,629,982
Bridge Space Project	1,175,132	1,175,132	-	1,175,132
Phase III - Moreno Valley - Initial Planning	1,157,320	123,879	389,396	513,275
Phase III - Norco - Planning and Working Drawings	10,147,826	367,197	536,692	903,889
MLK Renovation	1,010,614	1,010,614	-	1,010,614
District Computer/Network/Phone Upgrades	625,990	532,444	-	532,444
Scheduled Maintenance - District Match for State Allocation	632,603	340,075	292,528	632,603
Nursing/Sciences Building - Riverside - Initial Planning	5,082,686	151,192	1,153,404	1,304,596
Riverside Business and Admin. Building Remodel	315,425	315,425		315,425
Physical Education Phase II	190,631	178,298	12,333	190,631
Feasibility and Planning	105,150	45,000	58,228	103,228
Center for Primary Education	7,653,605	6,583	4,244,404	4,250,987
Norco Campus Room Renovations	100,020		100,019	100,019
Moreno Valley Secondary Effects	288,919		276,348	276,348
Riverside Food Services Remodel	583,070		25,813	25,813
MoVal Food Services Remodel	1,956,615		71,050	71,050
Infrastructure Studies Project	484,451		465,696	465,696
Moreno Valley Hot Water Loop Sys.	891,296		153,541	153,541
Emergency Phones Installation Proj.	379,717		379,717	379,717
Noresco Utility Retrofit Improvement	6,176,094		3,202,172	3,202,172
Modular Redistribution Norco/MoVal/BC/Riv	7,494,328		1,144,862	1,144,862
ECS Upgrade/Retrofit Norco/MoVal	625,327		56,467	56,467
PBX Operations Center Riv/Nor/MV	500,000		27,212	27,212
Phys/Life Science Secondary Effects StSvc	32,500		32,500	32,500

BOND PROJECT SUMMARY (Continued)

	<u>BUDGET</u>	<u>TOTAL PROJECT COSTS THROUGH JUNE 30, 2006</u>	<u>2007 ACTUAL COSTS</u>	<u>TOTAL PROJECT COSTS THROUGH JUNE 30, 2007</u>
Norco Campus Student Support Center	\$ 11,042,820		\$ 58,437	\$ 58,437
Logic Domain CPMX	96,000		71,000	71,000
Facilities Planning Specialist/Accounting	66,432		66,432	66,432
Long Range Master Plan Project	1,460,384		619,115	619,115
Construction Management Svcs	<u>102,598</u>	<u>-</u>	<u>62,775</u>	<u>62,775</u>
Total Capital Outlay	<u>101,167,412</u>	<u>\$ 30,463,341</u>	<u>25,208,505</u>	<u>55,671,846</u>
Payment to refunded bond escrow agent	69,269,347	69,269,347		69,269,347
Costs of issuance	2,836,264	1,751,434	1,084,830	2,836,264
Debt service	2,835,612	1,103,476	1,732,136	2,835,612
Election costs	<u>98,236</u>	<u>98,236</u>	<u>-</u>	<u>98,236</u>
Total Other Financing Uses	<u>75,039,459</u>	<u>72,222,493</u>	<u>2,816,966</u>	<u>75,039,459</u>
TOTALS	<u>\$ 176,206,871</u>	<u>\$ 102,685,834</u>	<u>\$ 28,025,471</u>	<u>\$ 130,711,305</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BONDS
PROPOSITION 39 PERFORMANCE AUDIT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
JUNE 30, 2007**

There were no findings and questioned costs related to the audits of the General Obligation Bonds for the year ended June 30, 2007.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-3

Date: January 29, 2008

Subject: Construction Management Services

Background: In August 2007, the District advertised a Request for Qualifications (RFQ's) for construction management services to assist the Riverside Community College District in managing and executing construction projects. Nineteen (19) responses were subsequently submitted by various companies. Facilities Planning, Design and Construction staff prescreened the nineteen submittals and conducted reference checks.

On November 14, 2007, seven (7) firms were interviewed based on their team profile, team experience within the community college system, experience with Division of State Architect (DSA), and type of delivery methods such as design bid build, design build, multiple-prime and Construction Management (CM) at risk.

After presentations and discussion, the screening committee recommends that the four (4) firms listed below be approved for hire during the next five (5) years on an individual basis as needed to execute projects. Individual contracts reflecting their assignments will be brought forward for Board approval prior to commencement of work on a project.

<u>Construction Management Firm</u>	<u>Location</u>
Bernards Builders Mgmt. Services	Ontario
Parsons	Los Angeles
Seville Construction Services, Inc.	Los Angeles
Tilden-Coil Constructors	Riverside

Recommended Action: It is recommended that the Board of Trustees approve the four (4) firms for hire during the next five (5) years on an individual basis when needed to execute projects.

James L. Buysse
Interim Chancellor

Prepared by: Rick Hernandez
Director, Capital Planning
Facilities Planning, Design & Construction

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING COMMITTEE

Report No.: VI-C-1

Date: January 29, 2008

Subject: Moreno Valley Phase III - Student Academic Services Facility – Amendment to the Agreement with WWCOT Architecture

Background: On March 21, 2006, the Board of Trustees approved an agreement with WWCOT Architecture to provide preliminary plans and working drawings for the Moreno Valley Phase III - Student Academic Services Facility Project using Measure C monies.

Staff is now requesting to amend the agreement to perform work outside of their basic services agreement as summarized in Exhibit I. Fees for assigned additional services total \$85,850, including reimbursable expenses.

To be funded from the Board approved project budget, (Measure C funding – Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve the amendment to the agreement, in an amount not to exceed \$85,850, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the amendment with the provision that the Vice Chancellor, Administration and Finance, may extend the end date of the agreement without additional compensation.

James L. Buysse
Interim Chancellor

Prepared by: Rick Hernandez
Director, Capital Planning

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

AMENDMENT TO THE AGREEMENT
DATED MARCH, 22, 2006
BETWEEN
WWCOT ARCHITECTURE
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT
(Moreno Valley Phase III - Student Academic Services Facility -
Preliminary Plans and Working Drawings)

This Agreement shall be amended this date, January 30, 2008, as follows:

WWCOT Architecture shall provide the following additional scope of work: Reference Exhibit I, attached.

Total additional compensation of this amended agreement shall not exceed \$85,850, including expenses. Payments and final payment shall coincide with original agreement dated March 22, 2006.

All other terms and conditions of the original agreement are to remain in full force and effect.

WWCOT Architecture

Riverside Community College District

Dennis T. Tanida, AIA
Partner
4280 Latham Street
Suite H
Riverside, CA 92501-1737

Aaron S. Brown
Interim Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Scope of Services

Scope of Project

Consultant shall provide professional services for the Moreno Valley Phase III – Student Academic Services Facility that were not in the original agreement. The additional services include updated Final Project Proposal (FPP) specifications, design change to pre-cast concrete from cement plaster, interior palette materials board, central plant study for the District, food service design for a full service cafeteria, and project update meetings requested by the District.

Scope of Services

Tasks include the following:

Task 1: Revise the current Final Project Proposal (FPP) specifications in CSI Format. The request was made to District by Shelley Petavini of the Chancellor's Office. The original specifications were prepared by tBP.

Task 2: Provide the design change to pre-cast concrete from cement plaster.

- Redesign structural steel system to accommodate pre-cast concrete exterior skin.
- Research and coordinate exterior design with pre-cast concrete vendor.
- Rework floor plan and building sections to accommodate pre-cast concrete.
- Redesign structural support connections, bracing, beams and columns to accommodate pre-cast concrete.
- Project management and additional meetings.

Task 3: One (1) Interior Finish Palette Materials Board.

Task 4: Provide the Central Plant Upgrade Study.

- Analyze existing Phase 1 Central Plant and the existing buildings it serves.
- Analyze the extent of upgrade of existing mechanical equipment within the existing Phase 1 Central Plant due to increased capacity.
- Analyze affects of increased mechanical equipment size on electrical, plumbing, structural and architectural systems.
- Provide an opinion of probable cost for upgrade.

Plans and Specifications for the Food Service Design for a Full Service Cafeteria include the following:

- Preliminary Design Phase
- Design Development Phase
- Construction Document Phase
- Construction Administration Phase

Update Meetings Requested by District include the following:

- Conference with Philip Mathur of Cumming Corporation to review the 100% Design Development Estimated dated August 6, 2007.
- Meeting with WWCOT to discuss scope and expectations of design services.
- Value Engineering session including design team and District representatives. Design team representatives will include WWCOT, TMAD Engineers (mechanical, electrical and structural). Geoff Beckham (kitchen), and Cumming Corporation (cost estimating).
- Final meeting to finalize plan for design services and fee.

Fees for the above listed scope of work are \$85,850.00 (Eighty-Five thousand, Eight hundred Fifty Dollars and No Cents) including reimbursable expenses.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING COMMITTEE

Report No.: VI-C-2

Date: January 29, 2008

Subject: Phase III - Norco/Industrial Technology Project – Material Testing Agreement with Twining Laboratories

Background: On November 20, 2007, the Board approved Resolution No. 08-07/08 to amend the budget for the Phase III - Norco/Industrial Technology Project.

Staff is now requesting approval to hire Twining Laboratories of Southern California, Inc. to provide special inspection and materials testing services, as needed, during the construction of the Phase III – Norco/Industrial Technology Project. Services will include material testing and special inspection and alternate material testing and inspection.

Fee for the services are not to exceed \$260,118 including reimbursable expenses. The term of the agreement is from January 30, 2008 to January 30, 2010, with the provision that the Vice Chancellor, Administration and Finance, may extend the end date of the agreement without additional compensation.

To be funded from the Board-approved project budget, (State Construction Act and Measure C - Resource 4100 and 4160)

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from January 30, 2008 to January 30, 2010, at an amount not to exceed \$260,118, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement with the provision that the Vice Chancellor, Administration and Finance, may extend the end date of the agreement without additional compensation.

James L. Buysse
Interim Chancellor

Prepared by: Rick Hernandez
Director, Capital Planning

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

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

TWINING LABORATORIES OF SOUTHERN CALIFORNIA, INC.

THIS AGREEMENT is made and entered into on the 30th day of January, 2008, by and between TWINING LABORATORIES OF SOUTHERN CALIFORNIA, INC. hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s), and on site at the Riverside Community College, Norco Campus.
3. The services rendered by the Consultant are subject to review by the Director of Capital Planning or his designee.
4. The term of this agreement shall be from January 30, 2008, to the estimated completion date of January 30, 2010, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed \$260,118.00 including reimbursable expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Director of Capital Planning, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Director of Capital Planning.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided further, that Consultant shall be indemnified against any damages resulting from

such use. In the event Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall first obtain approval of District's representative in writing.

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

District's activities under this contract. Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.

11. District may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case District will pay Consultant in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Consultant, and to authorize Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
12. Consultant shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation. Consultant understands that harassment of any student or employee with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.
13. Consultant is an independent contractor and no employer-employee relationship exists between Consultant and District.
14. 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.
15. The parties acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by anyone acting on behalf of either party, which is not stated herein. Any other agreement or statement of promises, not contained in this Agreement, shall not be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.
16. This Agreement will be governed by and construed in accordance with the laws of the State of California.

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

Twining Laboratories of Southern California, Inc. Riverside Community College District

Vicki Williford
Senior Project Manager
6411 Industrial Avenue, Suite D
Riverside, CA 92504

Aaron S. Brown
Interim Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Scope of Services

Scope of Project

Consultant to perform periodic or continuous special inspection and materials testing services, as needed, during the construction of the Phase III-Norco/Industrial Technology Project.

Scope of Services

Includes the following testing and inspection requirements:

- Concrete reinforcement and cast-in-place concrete inspection during construction
- Concrete unit masonry inspection during construction
- Structural steel welding and high strength bolting inspection during construction
- Expansion and epoxy anchors
- Laboratory testing during construction
- Engineering and project management
- Miscellaneous inspection and testing as required
- Ceiling Grid Installation (Pull Testing Inspection)
- Pre-construction Conference (Roofing Inspection)
- Review of Specifications (Roofing Inspection)

Consultant services for the scope of work described above will be performed on a time and material basis in accordance with the attached schedule of fees and the detailed breakdown. The project will be serviced from Consultant's Riverside office and laboratory. Due to the close proximity of the project site to Consultant's Riverside office, there will be no travel charges for inspector services and pick-up charges for specimens have been waived.

Fees:

Material Testing and Special Inspection	\$260,118.00
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Material Testing and Inspection Discipline	Description of Inspection	Construction Schedule	Quantity	Unit	Unit Price	Total
A. CONCRETE						
Reinforcement & Embeds & Concrete Placement	continuous inspection during placement	62 Days	496	Hours	\$68.00	\$33,728.00
Batch Plant Inspection		62 Days	496	Hours	\$68.00	\$33,728.00
Sampling and Tagging (Fabricator)			16	Hours	\$68.00	\$1,088.00
	SUB-TOTAL					\$68,544.00
B. Masonry - BRICK, CEMENT MASONRY UNITS, ETC.						
Field Inspection	Mechanical Yard	5 days	40	Hours	\$68.00	\$2,720.00
	SUB-TOTAL					\$2,720.00
C. STRUCTURAL & MISCELLANEOUS STEEL						
Shop Fabrication Welding & Shop NDT		138 Days	1088	Hours	\$75.00	\$81,600.00
Field Welding / Bolting		138 Days	1088	Hours	\$68.00	\$73,984.00
Non-Destructive Testing (Describe)			90	Hours	\$75.00	\$6,750.00
Fireproofing Inspection			120	Hours	\$68.00	\$8,160.00
	SUB-TOTAL					\$170,494.00
D. MATERIAL TESTING						
Concrete Cylinders, Compression Test			105	Specimens	\$20.00	\$2,100.00
Compression: 2" x 4" Mortar Cylinders (UBC STD 21-16)			6	Specimens	\$20.00	\$120.00
Compression: 2" Cubes (ASTM C109)			6	Specimens	\$20.00	\$120.00
Preconstruction Prism (set of five)			1	Specimens	\$500.00	\$500.00
Production Prism (set of three)			6	Specimens	\$300.00	\$1,800.00
Tensile Test: # 11 or Smaller			4	Specimens	\$40.00	\$160.00
Bend Test: # 11 or Smaller			4	Specimens	\$40.00	\$160.00
Mix Designs			4	Mixes	\$150.00	\$600.00
Fireproofing Density Samples			15	Specimens	\$55.00	\$825.00
Fireproofing Adhesion/Cohesion (Per Test)			15	Specimens	\$15.00	\$225.00
	SUB-TOTAL					\$6,610.00
E. SPECIAL CONDITIONS						
Minimum Show-up Time	2 hours					
1 to 4 Hour Minimum Charge						
4 Hour Plus Minimum Charge						
Overtime Rate(s)	Over Time - 1.35x					
Office Services						
Engineering Oversight	1 hour per month					
Project Manager						
Final Laboratory Affidavit(s) - All DSA forms required per discipline						
Project Setup						
Parking If not provided by client	PRICE LUMP SUM FOR PARKING (\$8.00 PER DAY PER VEHICLE)					
	SUB-TOTAL					
REMARKS -						
Material Testing and Inspection - GRAND-TOTAL						\$253,038.00

Alternate Material Testing and Inspection Discipline	Description of Inspection	Prowest - Construction Schedule 10/12/07	Quantity	Unit	Unit Price	Total
A. Misc. Alternate Material Testing and Inspection Ceiling Grid Install	Pull Testing	10 Days	80	Hours	\$75.00	\$6,000.00
	Waterproofing	25 Days	200	Hours	\$75.00	\$15,000.00
	Roofing Inspection	30 Days	240	Hours	\$75.00	\$18,000.00
	SUB-TOTAL					
E. SPECIAL CONDITIONS Pre-construction Conference Review of Specifications Final Roofing Report - 4 per building Consultant's Visit (portal to portal)	Roofing		4	Hours	\$135.00	\$540.00
	Roofing		4	Each	\$135.00	\$540.00
	Roofing		8	Each	\$4,500.00	\$4,500.00
	Roofing		10	Each	\$135.00	\$1,350.00
	SUB-TOTAL					
REMARKS -						
Alternate Material Testing and Inspection - GRAND-TOTAL						\$260,118.00

Schedule Summary				
(PER CONSTRUCTION SCHEDULE DATED 10/12/07)				
Task Description	Anticipated Start	Anticipated Completion	Anticipated Inspection Duration (Days)	
Construction Inspection	1/7/2008	2/7/2009	314	
Construction Inspection Schedule Summary				
Mechanical Yard				
Install Reinforcement & Embeds & Pour Footings	January 17, 2008	January 23, 2008	2	
CMU Wall Install	January 24, 2008	January 30, 2008	5	
Reinforcement, Anchor Bolts & Pour Footings	January 31, 2008	February 6, 2008	2	
North Portion - Structure & Build out				
Install Reinforcement & Embeds & Pour Column Footings	March 28, 2008	April 2, 2008	2	
Erect Steel WF Columns & Beams	April 3, 2008	April 11, 2008	10	
Install Reinforcement & Embeds & Grade Beams	April 14, 2008	April 25, 2008	2	
Install Reinforcement & Embeds & Pour Perimeter Foundation	May 30, 2008	June 9, 2008	2	
Install Reinforcement, Anchor Bolts & Pour Slab on Grade	June 12, 2008	June 18, 2008	2	
Erect Steel Tube Columns	June 19, 2008	June 23, 2008	3	
Pour Back Diamond Blockout	June 19, 2008	June 19, 2008	1	
Ceiling Grid Install	September 12, 2008	September 18, 2008	2	
North Portion - Roof				
Roof Deck Install	April 28, 2008	May 6, 2008	7	
North Portion - Exterior				
Erect Precast Wall Panels	June 24, 2008	July 15, 2008	15	
East Portion - Structure & Build out				
Install Reinforcement & Embeds & Pour Column Footings	April 14, 2008	April 25, 2008	2	
Erect Steel WF Columns & Beams	May 7, 2008	May 22, 2008	12	
Install Reinforcement & Embeds & Grade Beams	June 11, 2008	June 20, 2008	2	
Install Reinforcement & Embeds & Pour Perimeter Foundation	July 3, 2008	July 10, 2008	2	
Install Reinforcement, Anchor Bolts & Pour Slab on Grade	July 15, 2008	July 21, 2008	2	
Pour Back Diamond Blockout	July 24, 2008	July 25, 2008	2	

**Schedule Summary (cont.)
 (PER CONSTRUCTION SCHEDULE DATED 10/12/07)**

Task Description	Anticipated Start	Anticipated Completion	Anticipated Inspection Duration
East Portion - Roof			
Frame and Deck Canopy Roof	May 23, 2008	May 27, 2008	2
Deck Main Roof	May 28, 2008	June 10, 2008	10
Install Reinforcement & Embeds & Pour Equipment Pads	June 11, 2008	June 17, 2008	2
Built-up Roofing	June 18, 2008	July 9, 2008	15
South Portion - Structure & Build out			
Install Reinforcement & Embeds & Pour Column Footings	April 28, 2008	May 9, 2008	2
Erect Steel WF Columns & Beams	June 11, 2008	July 1, 2008	15
Install Reinforcement & Embeds & Grade Beams	August 14, 2008	August 27, 2008	2
Stair #1 Grade Beam	August 28, 2008	August 29, 2008	2
Install Reinforcement & Embeds & Pour Perimeter Foundation	September 19, 2008	October 2, 2008	2
Install Reinforcement, Anchor Bolts & Pour Slab on Grade	October 10, 2008	October 23, 2008	2
Erect Steel Tube Columns	October 24, 2008	October 28, 2008	3
Pour Back Diamond Blockout	October 29, 2008	October 31, 2008	2
Ceiling Grid Install	March 19, 2008	March 25, 2008	2
2nd Floor			
Erect Steel WF Columns & Beams	July 2, 2008	July 16, 2008	10
Erect Stair #2 Steel Framing	July 17, 2008	July 23, 2008	5
Deck 2nd Floor & Stair #2	July 24, 2008	July 25, 2008	2
Install Reinforcement, Anchor Bolts & Pour Concrete Stair #2	October 3, 2008	October 23, 2008	2
Install Misc. Steel Supports in Wall	December 11, 2008	December 17, 2008	5
Ceiling Grid Install	February 12, 2009	February 18, 2009	2
South Portion - Roof			
Frame and Deck Mechanical Wall	July 17, 2008	July 30, 2008	10
Roof Deck Install	July 31, 2008	August 13, 2008	10
Install Reinforcement & Embeds & Pour Equipment Pads	August 14, 2008	August 27, 2008	2
Install Reinforcement & Embeds & Pour Mech Wall	August 28, 2007	September 11, 2007	2
Built-up Roofing at Mechanical Wall	September 19, 2008	October 9, 2008	15

Schedule Summary (cont.)			
(PER CONSTRUCTION SCHEDULE DATED 10/12/07)			
Task Description	Anticipated Start	Anticipated Completion	Anticipated Inspection Duration (Days)
South Portion - Exterior			
Erect Precast Wall Panels	October 3, 2008	October 23, 2008	15
Waterproof Walkway Deck	October 24, 2008	November 16, 2008	15
West Portion - Structure & Build out			
Install Reinforcement & Embeds & Pour Column Footings	May 12, 2008	May 23, 2008	2
Erect Steel WF Columns & Beams	August 14, 2008	August 20, 2008	5
Install Reinforcement & Embeds & Grade Beams	September 12, 2008	September 25, 2008	2
Stair #1 Grade Beam	September 26, 2008	October 9, 2008	2
Install Reinforcement & Embeds & Pour Perimeter Foundation	October 29, 2008	November 11, 2008	2
Stair #1 Foundation	November 12, 2008	November 25, 2008	2
Install Reinforcement, Anchor Bolts & Pour Slab on Grade	December 3, 2008	December 23, 2008	2
Erect Steel Tube Columns	December 24, 2008	January 2, 2009	5
Pour Back Diamond Blockout	January 5, 2009	January 7, 2009	2
Ceiling Grid Install	February 19, 2009	February 25, 2009	2
2nd Floor			
Erect Steel WF Columns & Beams	August 21, 2008	August 27, 2008	5
Erect Stair #1 Steel Framing	August 28, 2008	September 4, 2008	5
Deck 2nd Floor & Stair #1	August 28, 2008	August 29, 2008	2
Install Reinforcement, Anchor Bolts & Pour Concrete Deck	September 2, 2008	September 22, 2008	2
Install Reinforcement, Anchor Bolts & Pour Concrete Stair #1	September 2, 2008	September 22, 2008	2
Ceiling Grid Install	February 2, 2008	February 6, 2008	2
West Portion - Roof			
Roof Deck Install	August 28, 2008	September 11, 2008	10
West Portion - Exterior			
Erect Precast Wall Panels	September 23, 2008	October 13, 2008	15
Waterproof Walkway Deck	October 14, 2008	October 27, 2008	10
Place Topping Slab at Walkway Deck	October 28, 2008	November 10, 2008	2

Twining Laboratories of Southern California, Inc.
 Schedule of Fees 2007-2008

Note: Union inspection rates are prevailing wage and will adjust annually each July 1st.

Personnel Rates
 (Per Hour Unless Otherwise Noted)

Engineering and Consulting

Principal Engineer/Geologist.....	\$	175.00
Metallurgical Engineer.....	\$	170.00
Registered Geotechnical Engineer.....	\$	170.00
Registered Geologists/Certified Engineering Geologist.....	\$	160.00
Senior Engineer/Geologist.....	\$	155.00
Registered Civil Engineer.....	\$	150.00
Material Scientist, Welding/NDT Consultant or Technical Advisor...	\$	145.00
Roofing/Waterproofing Consultant.....	\$	145.00
Project Engineer/Manager.....	\$	140.00
Quality Control Manager.....	\$	130.00
Senior Staff Engineer/Geologist.....	\$	125.00
Staff Engineer/Geologist.....	\$	120.00
Quality Control Administrator.....	\$	100.00
Metallurgical Technician.....	\$	85.00
CADD Operator/Draftsperson.....	\$	75.00

Personnel Rates (Continued)

Laboratory Technician.....	\$	70.00
Expert Witness Testimony.....	\$	390.00

Field Inspection

Reinforced Concrete, Masonry, Drilled-In-Anchors, Prestressed Concrete, Fireproofing, or Structural Steel Welding/Bolting Inspector.....	\$	68.00
Lead Inspector.....	\$	89.00
LA Deputy Grading Inspector.....	\$	92.00
Senior Asphalt Construction and Placement Inspector.....	\$	89.00
Senior Soils/Asphalt Technician or Pile Driving Inspector.....	\$	89.00
Soils/Asphalt Technician.....	\$	87.00
Asphalt Plant Inspector.....	\$	86.00
AWS Certified Welding Inspector.....	\$	68.00
Concrete Quality Control (ACI Technician).....	\$	86.00
DSA Class 1 Inspector.....	\$	120.00
DSA Class 2 Inspector.....	\$	110.00
OSHPD Class A Inspector.....	\$	125.00
Roofing/Waterproofing Inspector.....	\$	85.00
Mechanical/Electrical/Plumbing Inspector.....	\$	90.00
Field Engineering Technician.....	\$	95.00

Shop Inspection

Structural Steel Fabrication (ICC/ICBO).....	\$	68.00
Structural Steel Fabrication (AWS Certified Welding Inspector).....	\$	68.00
Batch Plant Quality Control.....	\$	68.00
Glue-Laminated Fabrication.....		Quotation
Pipe Inspection, Reinforced Concrete, Prestressed, Clay.....	\$	86.00

Non-Destructive Testing

NDT Technician.....	\$	75.00
Combination NDT Technician/Welding Inspector.....	\$	75.00
Radiographic (X Ray, Gamma Ray).....		Quotation

Equipment Usage (Per Day Unless Otherwise Noted)

Skidmore.....	\$	40.00
Torque Wrench, Small.....	\$	15.00
Torque Wrench, Large.....	\$	25.00
Torque Multiplier.....	\$	40.00
Air Meter.....	\$	40.00
Brass Mold.....	\$	20.00
Drilling/Sampling Equipment.....	\$	50.00
Nuclear Gauge (Per Hour).....	\$	9.00
Pull Test Equipment.....	\$	60.00

Personnel Rates (Continued)

Concrete/Asphalt Coring Equipment.....	\$	175.00
Pachometer.....	\$	55.00
Floor Flatness (Dipstick).....		Quotation
Schmidt Hammer.....	\$	20.00
Vapor Emission Test Kits.....	\$	45.00
V-Meter.....	\$	40.00
Fireproofing Adhesion/Cohesion (Per Test).....	\$	15.00
Ultrasonic Equipment and Consumables.....	\$	60.00
Magnetic Particle Equipment and Consumables.....	\$	30.00
Liquid Penetrant Consumables.....	\$	20.00
Ground Penetrating Radar (Per Hour).....	\$	85.00

Specimen Pick-Up

Standard Sample: Concrete Cylinders (Each).....		waived
Standard Sample: Mortar/Grout Cubes and Cores, Fireproofing and Epoxy Prisms (Each)		waived
Oversize Sample: Masonry Prisms, Shotcrete Panels, Flexural Beams (Each).....	\$	45.00
Technician for Specimen Pick-Up/Sampling Not Listed Above (Per Hour, 2-Hour Minimum).....	\$	80.00

Technician for Specimen Pick-Up/Sampling Before 5:00 a.m. or After 5:00 p.m. Monday thru Friday, or All Day Saturday (Per Hour, 2-Hour Minimum Plus Mileage)..... \$ 85.00

Jobsite Trailer or Mobile Laboratory
 By Quotation

Laboratory Testing
 (Per Test Unless Noted Otherwise)

Concrete Tests (Field Made Specimens)

6" x 12" Cylinder: Compression Strength (ASTM C39)..... \$ 20.00
 Unit Weight Including Lightweight Concrete..... \$ 72.00
 Core Compression Including Trimming (ASTM C42)..... \$ 50.00
 6"x 6" x 18" Flexural Beams Not Exceeding Referenced Size (ASTM C78, C293 or CTM 523)..... \$ 70.00
 6" x 6" x 30" Flexural Beams (CTM 523)..... \$ 85.00
 Cylinders: Splitting Tensile Strength (ASTM C496)..... \$ 85.00
 Modulus of Elasticity Test (ASTM C469)..... \$ 140.00
 Drying Shrinkage Up to 28 Days: 3 Bars, 5 Readings (ASTM C157)..... \$ 350.00
 Chloride Permeability Test: Cylinders or Cores (ASTM C1202)..... \$ 325.00
 Density, Absorption, and Voids in Hardened Concrete (ASTM C642)..... \$ 230.00
 Flexural Toughness (ASTM C1609, Formerly ASTM C1018)..... \$ 315.00

Concrete Specimen Preparation

Diamond Sawing of Cores or Cylinders (Each)..... \$ 22.00
 Coring of Test Panels in lab (Each)..... \$ 23.00

Laboratory Trial Batch

6" x 12" Compression Test Cylinders Made and Tested in Laboratory..... \$ 50.00
 6" x 6" x 18" Flexural Beams Made and Tested in Laboratory..... \$ 75.00
 6" x 6" x 30" Flexural Beams Made and Tested in Laboratory..... \$ 90.00
 6" x 12" Splitting Tensile Strength Cylinders Made and Tested in Laboratory..... \$ 110.00
 6" x 12" Modulus of Elasticity Test Cylinders Made and Tested in Laboratory..... \$ 170.00
 6" x 12" Unit Weight Test Cylinders Made and Tested in Laboratory..... \$ 80.00
 Laboratory Trial Batch (ASTM C192)..... \$ 325.00
 Laboratory Trial Batch: Packaged Dry Concrete (ASTM C387 and C192). \$ 475.00
 Drying Shrinkage Up to 28 Days Made and Tested in Laboratory:
 3 Bars, 5 Readings (ASTM C157)..... \$ 375.00
 Setting Time Up to 7 Hours (ASTM C403)..... \$ 100.00
 Bleeding (ASTM C232)..... \$ 100.00
 Concrete Restrained Expansion (ASTM C878)..... \$ 400.00
 Laboratory Trial Batch: Packaged Non-Shrink Grout, Grade "A" or "C" (ASTM C1107)..... \$ 1,500.00

Laboratory Trial Batch: Packaged Non-Shrink Grout, Grade "B" (ASTM C1107).....	\$	1,000.00
Mix, Make and Test Mortar or Grout Specimens for Compressive Strength: Set of 6 (ASTM C109, C942).....	\$	350.00
Non-Shrink Grout: Height Change after Final Set (ASTM C1090).....	\$	360.00
Non-Shrink Grout Height Change at Early Age (ASTM C827).....	\$	600.00
Non-Shrink Grout: Fresh Grout Properties (ASTM C1090, CRD621)....	\$	400.00

Soils and Aggregate Tests

Abrasion: LA Rattler (ASTM C131).....	\$	125.00
Abrasion: LA Rattler (ASTM C535).....	\$	160.00
Atterberg Limits/Plasticity Index (ASTM D4318, CTM204).....	\$	150.00
California Bearing Ratio Excluding Maximum Density (ASTM D1883)...	\$	375.00
Chloride and Sulfate Content (ASTM C417 and C422).....	\$	130.00
Clay Lumps and Friable Particles (ASTM C142).....	\$	175.00
Cleanness Value: 25mm x 4.75 mm (CTM 227).....	\$	175.00
Cleanness Value: 63mm x 37.5mm or 37.5mm x 19.0mm (CTM227).....	\$	485.00
Collapse Potential/Index (ASTM D5333).....	\$	150.00
Consolidation Test: Full Cycle (ASTM 2435, CTM 219).....	\$	195.00
Consolidation Test: Time Rate per Load Increment (ASTM D2435, CTM 219).....	\$	45.00
Corrosivity Series: Sulfate, CI, pH, Resistivity (CTM 643, 417, and 422)	\$	245.00
Crushed/Fractured Particles (ASTM D5821, CTM 205).....	\$	160.00
Direct Shear Test: Remolded and/or Residual (ASTM D3080).....	\$	245.00
Direct Shear Test: Undisturbed – Slow [CD] (ASTM D3080).....	\$	225.00
Direct Shear Test: Undisturbed – Fast [CU] (ASTM D3080).....	\$	195.00
Durability Index: Per Method – A,B,C, or D (CTM 229).....	\$	210.00
Expansion Index: (ASTM D4829, UBC 18-2).....	\$	160.00
Flat Particle and Elongated Particle (ASTM D4791).....	\$	275.00
Flat and Elongated Particle (ASTM D4791).....	\$	225.00
Maximum Density: Methods A/B/C (ASTM D1557, CTM 216).....	\$	175.00
Maximum Density: Check Point (ASTM D1557).....	\$	65.00
Maximum Density: AASHTO C [Modified] (AASHTO T-180).....	\$	195.00
Moisture Content (ASTM D2216, CTM 226).....	\$	25.00
Moisture and Density: Ring Sample (ASTM D2937).....	\$	30.00
Moisture and Density: Shelby Tube Sample (ASTM D2937).....	\$	40.00
Organic Impurities (ASTM C40).....	\$	90.00
Permeability.....		Quotation
R-Value: Soil (ASTM 2844, CTM 301).....	\$	255.00
R-Value: Aggregate Base (ASTM D2844, CTM 301).....	\$	275.00
Sand Equivalent (ASTM D2419, CTM 217).....	\$	175.00
Sieve #200 Wash Only (ASTM D1140, CTM 202).....	\$	90.00
Sieve with Hydrometer: 3/4" Gravel to Clay (ASTM D422, CTM 203)..	\$	195.00
Sieve with Hydrometer: Sand to Clay (ASTM D422, CTM 203).....	\$	185.00
Sieve Analysis Including Wash (ASTM C136, CTM 202).....	\$	135.00
Sieve Analysis Without Wash (ASTM C136, CTM 202).....	\$	100.00

Sieve Analysis: Split Sieve (ASTM C136, CTM 202).....	\$	215.00
Sieve Analysis Without Wash: With Cobbles (ASTM C136, CTM 202)...	\$	210.00
Soundness: Sodium or Magnesium Sulfate, 5 Cycles (ASTM C88).....	\$	325.00
Specific Gravity and Absorption: Coarse (ASTM C127, CTM 206).....	\$	100.00
Specific Gravity and Absorption: Fine (ASTM C128, CTM 207).....	\$	165.00
Swell/Settlement Potential: One Dimensional (ASTM D4546).....	\$	105.00
Triaxial.....		Quotation
Unconfined Compression (ASTM D2166, CTM 221).....	\$	135.00
Unit Weight per Cubic Foot (ASTM C29).....	\$	80.00
Voids in Aggregate (ASTM C29).....	\$	80.00

Asphalt Concrete Tests

Percent Swell (CTM 305).....	\$	135.00
Film Stripping (CTM 302).....	\$	165.00
Centrifuge Kerosene Equivalent (CTM 303).....	\$	178.00
Bulk Specific Gravity of Compacted Sample or Core (CTM 308 and ASTM D2726).....	\$	45.00
Bulk Specific Gravity of Compacted Sample or Core: Parafin Coated (CTM 308 and ASTM D1188).....	\$	65.00
Moisture Content (CTM 370).....	\$	85.00
Extraction % Bitumen (ASTM D6307, CTM 382).....	\$	145.00
Extraction % Bitumen and Gradation (CTM 382, ASTM D6507, ASTM D5444, and, CTM 202).....	\$	195.00
Chemical Extraction: % Bitumen and Sieve Analysis (ASTM D2172 Method A or B).....	\$	215.00
3 Point LTMD: Parafin Coated (CA 375, 308 and ASTM D1188).....	\$	199.00
5 Point LTMD: Parafin Coated (CA 375, 308, and ASTM D1188).....	\$	275.00
HVEEM Stabilometer Test with Mixing (CT 304, 366, ASTM D1560).....	\$	325.00
HVEEM Stabilometer Test, Premixed (CT 304, 366, ASTM D1560)....	\$	199.00
Maximum Lab Density: Marshall (ASTM D1559 and D561).....	\$	175.00
Maximum Lab Density: Marshall 6" Specimen (ASTM D5581).....	\$	205.00
Maximum Density of Hot Mix Asphalt by the Superpave Gyrotory Compactor (ASTM D6925).....	\$	282.00
Maximum Theoretical Specific Gravity [RICE] (CT 309, ASTM D2041)..	\$	150.00
Specific Gravity and Absorption Coarse (ASTM C127, CTM 206).....	\$	100.00
Specific Gravity and Absorption Fine (ASTM C128, CTM 207).....	\$	165.00
Sieve Analysis (CTM 202 and ASTM D5444).....	\$	85.00
Sieve Analysis with Wash (CTM 202 and ASTM D5444).....	\$	115.00
Sand Equivalent (CTM 217 and ASTM D2419).....	\$	90.00
Abrasion Resistance/Los Angeles Rattler (CTM 211 only).....	\$	195.00
Crushed/Fractured Particles (CTM 205, ASTM D5821).....	\$	135.00
Flat and Elongated Particles (ASTM D4791).....	\$	145.00
Fine Aggregate Angularity (AASHTO T304).....	\$	185.00
Resistance to Plastic Flow Marshall Test, of Cored Sample (ASTM D1559).....	\$	125.00

Resistance to Plastic Flow Marshall Test, Premixed, Remolded (ASTM D1559).....	\$	199.00
Resistance of Plastic Flow Marshall Test with Mixing (ASTM D1559)...	\$	325.00
Resistance of Plastic Flow Gyratory Compacted Specimen Premixed (ASTM D5581).....	\$	225.00
Resistance of Plastic Flow Marshall Test 6" Specimen premixed (ASTM D5581).....	\$	215.00
Marshall Mix Design (Excluding Aggregate Quality Tests).....	\$	2,550.00
Marshall Mix Design with RAP (Excluding Aggregate Quality Tests)....	\$	3,200.00
Marshall Mix Design with Lime (Excluding Aggregate Quality Tests)....	\$	3,200.00
Open Grade Asphalt Concrete Mix Design (CTM 368).....	\$	1,200.00
HVEEM Mix Design (Excluding Aggregate Quality Tests).....	\$	2,250.00
HVEEM Mix Design with RAP (Excluding Aggregate Quality Tests, RAP Qualification).....	\$	2,550.00
HVEEM Mix Design with Lime (Excluding Aggregate Quality Tests)....	\$	2,550.00
HVEEM Mix Design Caltrans Type C Untreated Mix (Including Aggregate Quality Tests).....	\$	3,515.00
HVEEM Mix Design Caltrans Type C Lime Treated Mix (Including Aggregate Quality Tests).....	\$	3,725.00
Gyratory Compacted Superpave Mix Design (Excluding Aggregate Quality Tests).....	\$	2,750.00
Index of Ret. Strength with Mix Proportion (AASHTO T282 and ASTM D4867).....	\$	725.00
Index of Retained Strength, 24-Hour Immersion (AASHTO T282 and ASTM D4867).....	\$	195.00
Effect of Moisture on Asphalt Paving Mixtures (ASTM D4867).....	\$	1,250.00
Effect of Moisture on Asphalt Paving Mixtures, One Freeze Thaw Cycle (ASTM D4867).....	\$	1,475.00
Resistance of Compacted Bituminous Mixtures to Moisture Induced Damage (Untreated) CT 371.....	\$	1,650.00
Resistance of Compacted Bituminous Mixtures to Moisture Induced Damage (Lime Treated) CT 371.....	\$	1,800.00

Brick Masonry Tests

Modulus of Rupture: Flexural (5 Required Per ASTM).....	\$	35.00
Compression Strength (3 Required Per ASTM).....	\$	35.00
Absorption: 5 Hour or 24 Hour (5 Required).....	\$	40.00
Absorption (Boil): 1, 2 or 5 Hours (5 Required).....	\$	50.00
Initial Rate of Absorption (5 Required).....	\$	30.00
Efflorescence (5 Required).....	\$	50.00
Cores: Compression.....	\$	45.00
Shear Test on Brick Cores: 2 Faces.....	\$	70.00

Concrete Block, ASTM C140

Compression (3 Required Per ASTM).....	\$	40.00
Absorption (3 Required per ASTM).....	\$	35.00

Moisture Content, as Received (3 Required Per ASTM).....	\$	35.00
Linear Shrinkage (ASTM C426).....	\$	165.00
Web and Face Shell Measurements.....	\$	35.00
Tension Test.....	\$	145.00
Core Compression.....	\$	45.00
Shear Test of Masonry Cores: 2 Faces.....	\$	70.00
Efflorescence Tests (3 Required).....	\$	35.00
Oven Dry Density.....	\$	35.00

Masonry Prism, UBC STD 21-17

Compression Test: Composite Masonry Prism Up to 8" x 16".....	\$	180.00
Compression Test: Composite Masonry Prism Larger than 8" x 16".....	\$	240.00

Mortar and Grout

Compression: 2" x 4" Mortar Cylinders (UBC STD 21-16).....	\$	20.00
Compression 3" x 3" x 6" Grout Prisms, Includes Trimming (UBC STD 21-18).....	\$	50.00
Compression: 2" Cubes (ASTM C109).....	\$	20.00
Compression: Cores (ASTM C42).....	\$	50.00
Mortar Expansion (ASTM C806).....	\$	275.00

Masonry Specimen Preparation

Cutting of Cubes or Prisms.....	\$	44.00
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Fireproofing Tests

Oven Dry Density (Per Sample).....	\$	62.00
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Guniting and Shotcrete Tests

Core Compression Including Trimming (ASTM C42).....	\$	50.00
Compression: 6" x 12" Cylinders.....	\$	28.00
Compression: Cubes.....	\$	28.00

Concrete Roof Fill: Gypsum, Vermiculite, Perlite, Etc.

Compression Test (ASTM C495 and C472).....	\$	20.00
Density (ASTM C495 and C472).....	\$	28.00
Lightweight Insulating Cubes (ASTM C495 and C513).....	\$	22.00
Oven Dry Density (ASTM C495).....	\$	28.00

Reinforcing Steel, ASTM A615

Tensile Test: # 11 or Smaller.....	\$	40.00
Bend Test: # 11 or Smaller.....	\$	40.00
Tensile Test: # 14.....	\$	95.00
Tensile Test: # 18.....	\$	175.00
Sampling and Tagging (Fabricator).....	\$	24.00

Welded Specimens

Tensile Test: Welded # 11 and Smaller.....	\$	55.00
Tensile Test: Welded # 14.....	\$	95.00
Tensile Test: Welded # 18.....	\$	110.00
Tensile Test: Mechanical Splice.....	\$	110.00
Weld: Macrotech.....	\$	55.00
Slippage Test in Addition to Tensile Test (Per Caltrans 52-1.08C).....	\$	165.00

Metal and Steel Testing, ASTM A370

Tensile Strength: Up to 100K Pounds (Each).....	\$	45.00
Tensile Strength: Up to 200K Pounds (Each).....	\$	50.00
Tensile Strength: Up to 300K Pounds (Each).....	\$	60.00
Tensile Strength: Up to 400K Pounds (Each).....	\$	105.00
Tensile Strength: 400K to 600K Pounds (Each).....	\$	145.00
Tensile Strength: Stress-Strain Percent Offset.....	\$	145.00
Bend Test.....	\$	44.00
Flattening Test.....	\$	55.00
Brinell and Rockwell Hardness Test (ASTM E18) (Per Test).....	\$	72.00

Machining and Preparation of Tensile and Bend Sample: Carbon Steel

Machinist: Initial Preparation from Mock-up, Etc. (Per Hour).....	\$	72.00
Sawcut to Overall Width (Per 0.5" Thickness or Fraction Thereof).....	\$	40.00
Machine to Test Configuration: Milled Specimens (Per 0.5" Thickness Or Fraction Thereof).....	\$	55.00
Machine to Test Configuration: Turned Specimens (Per 0.5" Thickness Or Fraction Thereof).....	\$	110.00
Prepare Subsize Specimens (Per 0.5" Thickness or Fraction Thereof).....	\$	72.00

Charpy Impact

Charpy Impact Ambient Temperature, per sample (Average of 3 samples Typically Required).....	\$	35.00
Charpy Impact Reduced Temperature, per sample (Average of 3 samples Typically Required).....	\$	65.00

Machining of Charpy Samples: Carbon Steel

Cutting and Milling (Per 0.5" or Fraction Thereafter) (Average of 3 Samples Typically Required).....	\$	72.00
Final Machining to Sample Configuration (Average of 3 Samples Typically Required).....	\$	72.00

Prestressing Wires and Tendons, ASTM A416

Stress-Strain Analysis: Wire or Strands (Including Chart and Percent Offset).....	\$	165.00
Tensile Test Only.....	\$	120.00
Tendons.....		Quotation

Welding Certification (For Machining and Preparation of Samples
 Refer to Metal and Steel Testing Above)

Qualification of Welders: Bend Test.....	\$	35.00
Qualification of Welders: Tensile Test.....	\$	40.00
Weld: Macrotech.....	\$	55.00
Weld: Fracture.....	\$	30.00
Preparation and Issuance of Certificates.....	\$	55.00

Calibration Services and Universal Machine Usage

Calibration Services.....		Quotation
Universal Test Machine Usage (Per Hour).....	\$	200.00

Ceramic Tile Testing Division

The Ceramic Tile Institute of America (CTIOA) and Twining Laboratories worked together to advance and develop technology designed to enhance the quality of materials and workmanship in the ceramic tile industry. A separate schedule of fees for these services is available upon request.

Special Testing/Engineering Services

Cyclic and Fatigue Testing Programs on Special Products/Parts.....		Quotation
Engineering and Technical supports/Design of Prototypes and Special Test Set-Up.....		Quotation
Fastener/Coupling Full Testing Program Per New Regulations: Tension, Tension/Bend, Shear, Double Shear, 8 Compressions.....		Quotation
Fiberglass/Composite Materials Field Testing Program (ASTM D4065, D1143, D4923, D2584, D4476, D1242, D7901, D7921, and D732).....		Quotation
Field Testing of Structures and Structural Elements.....		Quotation
In-Place Shear Testing.....		Quotation
Material and/or Product Evaluation Per Specifications.....		Quotation
Plastics, Pipe and Fitting Per Plumbing Code.....		Quotation
Salt Spray Testing Program (ASTM B117, B287, B368, D609, and D1654).....		Quotation
Structural Dynamic Testing and Durability Analysis.....		Quotation

Chemical Laboratory Services

Aggregates

Potential Reactivity: Chemical Method (ASTM C289).....	\$	475.00
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Cement, ASTM C150

Chemical Analysis, Complete.....	\$	575.00
Physical Testing, Complete.....	\$	1,050.00
Partial Analysis or Specific Physical Tests.....		Quotation

Concrete

Chemical Analysis for Water Soluble Sulfates (ASTM C114).....		Quotation
Chemical Analysis for Acid Soluble Sulfates (ASTM C114).....		Quotation

Chemical Analysis for Water Soluble Chlorides (ASTM C1218).....	Quotation
Petrographic Examination of Hardened Concrete (ASTM 856).....	Quotation

Fly Ash, ASTM C618

Chemical Analysis, Complete.....	Quotation
Physical Testing, Complete.....	Quotation
Partial Analysis or Specific Physical Tests.....	Quotation

Chemical Laboratory Services (Continued)

Metal and Steel Testing

Steel Chemical Analysis.....	\$	125.00
Weight of Galvanized Coating.....	\$	75.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING COMMITTEE

Report No.: VI-C-3

Date: January 29, 2008

Subject: Nursing/Sciences Building Project – Furniture, Fixtures and Equipment Design Services Agreement with GKK Works

Background: On June 20, 2006, the Board of Trustees approved an agreement with GKK Works to provide the design services for the Riverside Nursing/Sciences Building Project. The agreement included preparation of design, plans, specifications, and working drawings. The agreement provided for the provision to assign additional services on a negotiated basis.

Staff is now requesting approval to hire GKK Works to establish Group II Furniture costs for the Nursing/Sciences Building Project by utilizing commercial furnishings dealers to competitively provide budget pricing. Scope of work to include preparation of generic bid package and to update the Furniture, Fixtures and Equipment (FF&E) list submitted in the original Final Project Proposal (FPP) to the unit prices for furniture selected by the District through the generic bid package.

Fee for the services are not to exceed \$50,000, including reimbursable expenses. The term of the agreement is from January 30, 2008 to January 30, 2012, with the provision that the Vice Chancellor, Administration and Finance, may extend the end date of the agreement without additional compensation.

To be funded from the Board-approved project budget (State Construction Act and Measure C funding - Resources 4100 and 4160).

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for the term January 30, 2008 to January 30, 2012, and approve the expenditure of Board approved project funds in an amount not to exceed \$50,000, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement with the provision that the Vice Chancellor, Administration and Finance, may extend the end date of the agreement without additional compensation.

James L. Buysse
Interim Chancellor

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

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

GKK WORKS

THIS AGREEMENT is made and entered into on the 30th day of January, 2008, by and between GKK WORKS hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s), and on site at Riverside Community College, Riverside Campus.
3. The services rendered by the Consultant are subject to review by the Director of Capital Planning or his designee.
4. The term of this agreement shall be from January 30, 2008 to the estimated completion date of January 30, 2012, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed \$50,000 including reimbursable expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Director of Capital Planning, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Director of Capital Planning.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided further, that Consultant shall be indemnified against any damages resulting from such use. In the event Consultant, following the termination of this Agreement,

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

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

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

11. District may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case District will pay Consultant in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Consultant, and to authorize Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
12. Consultant shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation. Consultant understands that harassment of any student or employee with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.
13. Consultant is an independent contractor and no employer-employee relationship exists between Consultant and District.
14. 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.
15. The parties acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by anyone acting on behalf of either party, which is not stated herein. Any other agreement or statement of promises, not contained in this Agreement, shall not be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.
16. This Agreement will be governed by and construed in accordance with the laws of the State of California.

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

GKK Works

Riverside Community College District

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

Aaron S. Brown
Interim Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Scope of Services

Scope of Project

Consultant to establish Group II Furniture costs for the new Riverside Community College Nursing/Sciences Building by utilizing commercial furnishings dealers to competitively provide budget pricing for Group II Furnishings.

Scope of Services

A. Prepare generic bid package

1. Consultant and its design team will provide floor plan layouts to commercial furnishings dealers for:
 - (22) Classrooms (with tables)
 - (5) Classrooms (with tablet seats)
 - (2) Classroom (lecture seating)
 - (77) Faculty Offices
 - (1) IDS Office
 - (1) Dean's Office
 - (17) Staff Offices
 - (1) Student Study Room
 - (1) Office Service Records Room
 - (2) Teleconference Room
 - (8) Meeting Room
 - (3) Copy Room
 - (1) Library
 - (1) Faculty Lounge
 - (2) Recreation/Lounge
 - (20) Laboratory
 - (8) Lab Service Prep
 - (10) Storage
 - (1) Instrument Room
2. Consultant will also update the Furniture, Fixtures & Equipment (FF&E) list submitted in the original Final Project Proposal (FFP) to the unit prices for furniture selected by the District through the generic bid package.

Services/Action Item

A. Consultant and its design team will perform the following services:

1. Review end-user furniture request with concept furniture layout per the architectural documents.

2. Review and coordinate electrical and data demands with concept furniture layout per the architectural documents.
3. Determine furniture grades based on program function.
 - a. Public space grades (lobbies and lounges)
 - b. Classroom grades
 - c. Laboratory grades
 - d. Office grades
 - e. Meeting Room grades
 - f. Storage grades (records and equipment rooms, library, etc.)
4. Determine special furniture functions, based on the concept furniture layout per the architectural documents.
 - a. Wire management
 - b. Nesting capabilities
 - c. Dual purposing
5. Prepare concept furniture packages with specific uses for a minimum of (4) furniture brokerage firms.
6. Individual meetings with the furniture brokerage firms, initiating the following:
 - a. Solicit preliminary budget concepts based on furniture grades
 - b. Solicit two levels of pricing
 - c. Review manufactures with special state/government purchasing opportunities
7. Provide information to the furniture brokers during creation of their concept furniture packages.
8. Concept furniture package review meetings with the individual furniture brokerage firms.
9. Selection of appropriate applicable budget based on concept furniture layout.

Professional Services Fees

- A. The design work described herein will be performed for the sum of \$47,000.00.
- B. Reimbursable expenses such as reproduction of documents shall be invoiced at cost plus 10%, not to exceed \$3,000.
- C. For any additional services, the fee shall be computed on an hourly basis. See attached Appendix "A" Hourly Rate Schedule.
- D. No other Consultants are included in these services.

- E. Items excluded from our Scope:
- Audio-Visual System (separate contract)
 - Group I Equipment
 - Final Specifications of furnishings

APPENDIX A

gkkworks Billing Rates 2008	
TITLE	BILLING RATE
Principal	\$195
Associate Principal	\$191
Project Director	\$191
Director of Design	\$182
Senior Project Manager	\$166
Senior Medical Planner	\$166
Senior Project Architect	\$152
Senior Project Designer	\$152
Senior Construction Administrator	\$145
Estimator	\$145
Project Architect	\$132
Project Manager	\$132
Project Designer	\$132
Construction Administrator	\$125
Job Captain	\$116
Designer	\$105
Architectural Staff	\$92
Administration	\$80

These rates are effective from July 1, 2007 to
June 30, 2008.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING COMMITTEE

Report No.: VI-C-4

Date: January 29, 2008

Subject: Agreement with State of California, California Highway Patrol

Background: Attached for the Board's review and consideration is an agreement between the Riverside Community College District (RCCD) and State of California, California Highway Patrol. RCCD has agreed to offer training for the California Highway Patrol (CHP) at the Ben Clark Training Center in Riverside. RCCD will accept student applications, process enrollment, approve all course content, curriculum, methods of instruction, and instructors. CHP, in collaboration with RCCD, will schedule curriculum-approved courses, develop new course proposals, recommend revision of approved course outlines, recommend qualified instructors, and provide instruction under the supervision of RCCD staff. Attachment A is a blanket agreement to contract instructors for the program and will authorize the Interim Dean of Public Safety Education and Training to sign the agreements. The term of this agreement shall be from February 11, 2008, through February 10, 2009. Under the agreement's terms, the District will rent 2,422 square feet of office space at the Ben Clark Training Center at a cost not to exceed \$28,482.72 per year and agrees to pay the CHP a net of \$1.55 for each student contact hour. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from February 11, 2008, through February 10, 2009, at a cost of \$1.55 per student contact hour, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement and authorize the Interim Dean of Public Safety Education and Training to sign the blanket agreement.

James L. Buysse
Interim Chancellor

Prepared by: Cordell Briggs
Interim Dean, Public Safety Education and Training

INSTRUCTIONAL SERVICE AGREEMENT BETWEEN RIVERSIDE COMMUNITY
COLLEGE DISTRICT AND THE STATE OF CALIFORNIA, THE CALIFORNIA HIGHWAY
PATROL FOR ADMINISTRATION OF JUSTICE ACADEMIC AND
OCCUPATIONAL/VOCATIONAL SERVICES

This Agreement is made this 30th day of January, 2008, to provide academic and occupational/vocational services in the program of Administration and Justice for the STATE OF CALIFORNIA, the CALIFORNIA HIGHWAY PATROL (herein called "CHP") at the Ben Clark Public Safety Training Center.

ARTICLE 1. PARTIES

The State of California, California Highway Patrol (hereinafter "CHP")
Business Services Section
Attn: Contract Management Unit
P.O. Box 942898
Sacramento, CA 94298-0001

Riverside Community College District (hereinafter "RCCD")
Aaron S. Brown, Interim Vice Chancellor
Administration and Finance
4800 Magnolia Avenue
Riverside, CA 92506-1299

ARTICLE 2. TERM OF CONTRACT

Section 2.01. This agreement shall be for one year, commencing February 11, 2008, and terminating February 10, 2009, unless terminated by either party in the manner set forth herein.

ARTICLE 3. COURSES, CURRICULUM, INSTRUCTION, CLASS SIZE

Section 3.01. CHP shall submit to RCCD courses or programs for college credit to augment training for personnel or to provide augmented training for personnel to develop specialized skills for professional advancement.

Section 3.02. RCCD, in accordance with its curriculum procedures, will approve the course content, course curriculum, and methods of instruction used by CHP. RCCD will provide orientation of faculty, instructor manuals, course outlines, curriculum materials, testing and grading procedures and any other services it provides to hourly instructors in the District.

Section 3.03. RCCD will determine minimum class sizes. RCCD may also set a maximum class size and course credit.

Section 3.04. The approved courses of instruction to be offered are listed on Attachment B. Additional courses from the RCCD Catalog may also be included on this list. Other courses may be added, deleted, or revised, upon written mutual agreement of the parties.

Section 3.05. CHP agrees to provide written notice to RCCD at least (90) calendar days prior to offering approved courses or programs, which shall include all relevant course information and proposed course outlines to meet the stated performance objectives or student learning outcomes.

ARTICLE 4. SERVICES TO BE PERFORMED BY CHP

Section 4.01. For purposes of Worker's Compensation, the State of California is considered the "primary employer" for California Highway Patrol personnel performing services under this agreement. Notwithstanding this statement, employees and instructors performing services under this agreement are under the supervision of RCCD for instructional purposes only. This section conforms to the California Code of Regulations (Title 5), Sections 58051.5 and 58058.

Section 4.02. Instruction by CHP shall include the development of appropriate lecture and practical application of materials; recommendation of college level instructors who meet minimum qualifications or equivalent; development and presentation of educational support lectures in conjunction with RCCD and under the supervision and control of a RCCD employee who has met the minimum qualifications for instruction in occupational/vocational education in a California Community College.

Course Scheduling

Section 4.03. CHP shall provide RCCD with a schedule of all proposed activities related to the academic and occupational/vocational programs, on or before July 1 of each year, for the subsequent school year commencing July 1. The RCCD Curriculum Committee accepts for consideration new course and program proposals between September and May of each academic year.

Section 4.04. CHP and RCCD agree to consult and cooperate regarding any changes in curriculum, hours, units of credit, or other course changes, but the decision of RCCD as to all academic matters and compliance with educational requirements imposed by law shall be final.

Course Outlines

Section 4.05. CHP shall permit RCCD to have access to its existing current course outlines and other state approved course outlines.

ARTICLE 5. OPERATIONAL ISSUES

Student Registration:

Section 5.01. RCCD agrees to process student applications and to enroll students in the CHP courses and programs. A successful enrollment means that each student has completed an enrollment application provided by RCCD, the application has been delivered to and accepted by RCCD's registration office, and the applicant has met all requirements, including, if applicable, the standard college student liability and medical care coverage.

Section 5.02. A California resident is one who meets the criteria set forth by law. A non-resident for student registration is one who meets criteria set forth by law. (See C.E.C. 76140.5)

Section 5.03. RCCD shall provide the following student services functions in accordance with the RCCD's standards as disclosed in the RCCD's publications:

- a. Recruitment of students
- b. Placement testing
- c. Advising
- d. Counseling
- e. Registration of all students on RCCD-approved registration forms
- f. Maintenance of student rosters
- g. Evaluation of student progress
- h. Record keeping
- i. Withdrawal of students prior to course completion

Student Enrollment

Section 5.04. CHP and RCCD will mutually agree upon the number of instructors to instruct the course or course section(s), the ratio of instructors per student, and the subject area to be taught.

Section 5.05. RCCD reserves the right to cancel the offering of any course or course section(s), which do not meet the approved curriculum or needed capacity of enrollment for RCCD to be compensated by the state for apportionment. Notice of Cancellation of a course or course section(s) must be made to CHP prior to the start date of the course, and written notice of intent to cancel must be served to CHP. CHP cancellation(s) must be made to RCCD prior to the start date of the course and written notice of intent to cancel must be served to RCCD.

Section 5.06. RCCD will provide Admission forms for each student as described in Section 5.01 and 5.02 above.

Hours During Which Services May Be Performed:

Section 5.07. The parties shall mutually agree on the time the classes will be conducted, and these items will be set forth in the class schedule.

Section 5.08. Any change of the time or location of class(es) must be submitted in advance and approved by RCCD.

Payment of Compensation

Section: 5.09. CHP shall submit quarterly an invoice to RCCD of the courses or course section(s) and number of student contact hours for payment. If the Dean of Public Safety Education and Training of RCCD disputes the invoice, then RCCD shall notify the California Highway Patrol, Accounting Section, Accounts Receivable Unit, P. O. Box 942898, Sacramento, CA 94298-0001, in writing within 60 calendar days of receipt of invoice. The dispute should include the following information:

- a. CHP invoice number
- b. Name and identification of the CHP instructor(s)
- c. Number of hours and or students disputed
- d. Date of service
- e. Reason of dispute or requested amount
- f. The total amount of credit requested

The invoice will not be paid until any dispute is settled.

Either party may request resolution of the invoice disputes by bringing them to the attention of the President (or designated representative) and the CHP Administrative Officer for joint resolution. If an agreement cannot be reached through the application of high level management attention, either party may assert its other rights and remedies within this contract or within a court of competent jurisdiction.

Section: 5.10. RCCD shall provide up to 2,422 square feet of office space, not to exceed a cost of \$28,482.72 per year, at the Ben Clark Training Center or mutually agreed upon location.

Section: 5.11. RCCD shall calculate the total amount of enrollment fees based on the number of student credit hours taken during the billing period.

Section: 5.12. RCCD shall accrue the amount of the enrollment.

Section: 5.13. In consideration for the services provided within this agreement, RCCD shall pay CHP a net of \$1.55 for each student contact hour less the accrued enrollment fees referred to in Section 5.11.

Cooperation of CHP

Section 5.14. CHP shall ensure and verify that the instructional activities to be conducted are not fully funded from any other source or sources.

Section 5.15. CHP shall agree to comply with all reasonable requests of RCCD and to provide access to all documents related to the instructional programs necessary for the performance of RCCD's duties under this Agreement.

Section 5.16. CHP shall provide at least two staff members, one lieutenant and one sergeant to instruct, coordinate instruction, and to provide administrative support for academic and occupational/vocational programs held at the Ben Clark Training Center or mutually agreed upon location. The salary and benefits of CHP uniformed personnel are the responsibility of CHP.

Section 5.17. CHP shall provide equipment, materials, day-to-day management support, and ancillary student support services that are not routinely provided for students enrolled in a lecture or laboratory approved setting by RCCD. In addition, CHP shall provide all other related overhead expenses necessary to conduct RCCD's affiliated educational programs and services.

Section 5.18. CHP shall cooperate with RCCD to ensure that all personnel, equipment, and materials used in carrying out the responsibilities of CHP under this contract conform to Education Code and Title 5 mandated standards governing instructional programs.

Section 5.19. CHP shall recommend instructors, in collaboration with RCCD personnel, and ensure that all instructional training will be conducted by individuals who meet the criteria established by the California Community College Board of Governors for community colleges occupational/vocational instructors.

Section 5.20. CHP shall ensure that all instructors, in collaboration with RCCD personnel, certify acknowledgment in the form of Attachment A from each instructor that RCCD has the right to control and direct the educational programs that are the subject of this agreement.

Section 5.21. CHP shall offer courses in accordance with RCCD's approved course outlines so that the stated student learning outcomes will be met.

Section 5.22. CHP shall submit proposals for new course outlines and revisions of approved course outlines on RCCD forms, which shall be presented through the curriculum process.

Section 5.23. CHP shall permit RCCD staff to have complete access to all instructional activities.

Equipment Used

Section 5.24. CHP will provide at its own expense firearms, magazines and batons for its trainees to use while attending and participating in firearms, baton, and defensive tactics training during the course of instruction. Trainees from other agencies and other students who are not affiliated with an agency shall provide the previously mentioned equipment. CHP shall have the exclusive right to determine and authorize the type, make and model of equipment to be used during its instruction. Any trainees who depart from the use of approved equipment by CHP must be authorized by CHP.

ARTICLE 6: LIABILITY/INDEMNITY

Section 6.01. RCCD will ensure that at the time of registration, non-affiliated students will purchase the standard College student health coverage and maintain the coverage during the entire course of study.

Section 6.02. CHP, its officers, agents, and employees, shall not be deemed to have any liability for the negligence, or any other act or omission of RCCD or any of its officers or employees, or for any dangerous or defective condition of any work or property of RCCD.

Section 6.03(a). RCCD shall indemnify and hold CHP, its officers, agents, employees and independent contractors, free and harmless from any claim or liability whatsoever, based or asserted upon the condition of work or property of RCCD, or upon any act or omission of RCCD, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, and RCCD shall defend, at its expense including attorney fees, CHP, its officers, agents, employees and independent contractors, in any legal action or claim of any kind based upon such conditions of work or property, or alleged acts of omissions.

Section 6.03(b). CHP 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 CHP, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, and CHP shall defend, at its expense including attorney fees, RCCD, its Trustees, officers, agents, employees and independent contractors, in any legal action or claim of any kind based upon such alleged acts or omissions.

ARTICLE 7: OBLIGATION OF RCCD

Section 7.01. RCCD agrees to process the completed enrollment applications described in Section 5.03 for the purpose of obtaining financial support from the State of California.

Section 7.02. RCCD shall provide current course outlines for each course making up the designated programs and shall take steps to keep its college Catalog current regarding its designated programs.

Section 7.03. RCCD shall schedule all portions of designated academic and occupational/vocational programs approved by CHP to be part of the programmatic course of study offered by RCCD, approved by RCCD's Curriculum Committee, its Board of Trustees, and published in the current college Catalog.

Cooperation by RCCD

Section 7.04. RCCD shall offer academic and occupational/vocational courses and programs, approved by the Board of Trustees of the RCCD.

Section 7.05. RCCD shall collaborate with CHP in the selection, approval, and evaluation of instructors to ensure and maintain the quality of instruction to meet the needs of the students and the accreditation requirements of the RCCD. In addition, RCCD shall collaborate with CHP to ensure that Board-approved instructors will teach course sections in a manner consistent with

RCCD-approved course outlines and will hold students to a level of academic achievement expected throughout the RCCD.

Section 7.06. RCCD shall ensure that scheduled courses and programs meet all appropriate State of California Government Code Title 5 (hereinafter referred to as Title 5) and State of California Education Code (herein referred to as Education Code) requirements.

Section 7.07. RCCD shall consult with CHP instructors and be available for consultation by CHP on any revision to existing RCCD courses or programs, the initiation of new courses, or other course changes to ensure and maintain the quality of educational services needed by CHP.

Section 7.08. RCCD will open enrollment in courses and programs to any person who has been admitted to the college and has met any applicable prerequisites, advisories, or limitations on enrollment. (Title 5, Sections 51006 and 58106.)

Section 7.09. RCCD will enroll students in a course or course sections during the period advertised for scheduled courses to be offered through the add date of the courses to be offered for CHP.

Section 7.10. RCCD will advertise its academic and occupational/vocational courses in the schedule of classes, post them online on its website, or publish and distribute them in the RCCD in accordance to RCCD methods of approved updates, and collaborate with CHP to advertise further scheduled courses and programs offered through RCCD.

Section 7.11. RCCD will collaborate with CHP to add sections of courses as the need exists by agreement between RCCD and CHP.

Section 7.12. RCCD shall contract with the RIVERSIDE COUNTY SHERIFF'S DEPARTMENT for necessary classroom and training room space at the Ben Clark Training Center or any other mutually agreed upon space.

Section 7.13. RCCD shall track enrollment fees of students at the Ben Clark Training Center.

Section 7.14. RCCD certifies that it does not receive full compensation for the direct costs of the course from any public or privacy agency, individual, or group.

ARTICLE 8: TERMINATION OF AGREEMENT

Section 8.01. Either party may terminate this Agreement, without cause, with ninety (90) days written notice.

Section 8.02. RCCD shall have the right to terminate this Agreement with sixty (60) days written notice in the event that funding from county, state or federal resources is reduced or eliminated. Any courses that are fully enrolled, or are in progress, shall be completed as provided for in this Agreement.

ARTICLE 9: GENERAL TERMS

Section 9.01. The parties shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation. The parties further understand that harassment of any student or employee of RCCD with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.

Section 9.02. This Agreement will be governed by, and construed in accordance with, the laws of the State of California.

Section 9.03. 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.

Section 9.04. The parties acknowledge that no representations, inducements, promises or agreements, orally or otherwise, have been made by anyone acting on behalf of either party, which is not stated herein. Any other agreement or statement of promises, not contained in this Agreement, shall not be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

CALIFORNIA HIGHWAY PATROL

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____
L.A. Paolini
Administrative Services Officer

Aaron S. Brown, Interim Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Attachment A

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Agreement for Academic and Occupational/Vocational Program Services

This agreement is between the Riverside Community College District (RCCD) and _____ (Instructor) to teach _____ (name of course or courses) at the Ben Clark Training Center from: Start Date _____ to End Date _____.

1. Instructor agrees to provide instruction for the Department of California Highway Patrol from the date of this agreement to end date, unless-the Instructor and RCCD otherwise agree to terminate this agreement.
2. Instructor agrees to work to the standards established by RCCD including, but not limited to, the course outline.
3. Instructor agrees that he/she meets the minimum qualifications or equivalent for this teaching assignment, as shown in the attached documentation evidencing that Instructor meets minimum qualifications or the equivalent for the discipline.
4. Instructor agrees to work to the standards established by RCCD including, but not limited to, the course outline and required hours of instruction for each class.
5. RCCD shall have the primary right to control and direct the educational program and the activities of the instructor.
6. Instructor is an independent contractor and is not an employee of Riverside Community College District.
7. Instructor agrees that he/she shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation. Instructor understands that harassment of any student or employee of RCCD with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.

DATED: _____

INSTRUCTOR

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

Instructor's Signature

Dr. Cordell Briggs, Interim Dean
Public Safety Education and Training

Instructor's Printed Name

College Official's Printed Name

Attachment B

List of Approved Courses of Instruction in the RCCD Catalog (Additional courses from the RCCD Catalog may also be included on this list. Other courses may be added, deleted, or revised, upon written mutual agreement of the parties.)

ADJ—A33	Public Safety Seminar	.25 unit
ADJ—A42A	Crime Scene Investigation	.50 unit
ADJ—B1C	Basic Peace Officer Training Academy-CHP	18.00 units
ADJ—T5A	Techniques of Accident Investigation Training	1.50 units
ADJ—T10A	Radar Enforcement Training-CHP	1.50 units
ADJ—T13A	Communications Operator Training Phase I	4.00 units
ADJ—T13B	Initial Communication Operator Training— Phase II	2.00 units
ADJ—T15A	CPR Refresher Course	.25 unit
ADJ—T16A	Communications Operators In-Service	1.00 unit
ADJ—T17A	Communications Supervisors Training	.50 unit
ADJ—T18A	Spanish for Law Enforcement	1.00 unit
ADJ—T25A	Bomb Search Team Training	.25 unit
ADJ—T26A	Civil Disturbance Training (CHP)	.25 unit
ADJ—T42A	Safety Services Program Update	.25 unit
ADJ—T44A	Workplace Violence Prevention Instructor Training	1.00 unit
ADJ—T46A	Equal Employment Opportunity (EEO) Counselor/Investigator Recertification	.25 unit
ADJ—T47A	Enhanced Officer Safety Training (POST)	.25 unit
ADJ--T51A	Automated External Defibrillator (AED) Training	.25 unit
ADJ—T53A	Preliminary Alcohol Screening (PAS) Device Coordinator	.25 unit
ADJ—T61A	Communications Training Specialist	1.00 unit
ADJ—T64A	Motorcoach/Bus Inspection Training Course	1.00 unit
ADJ—T65A	National Highway Traffic Safety Administration Standardized Child Safety Training	1.00 unit
ADJ—T70A	CHP-Explorer Academy Level III	3.00 units
ADJ—T72A	Radioactive Materials Response and Enforcement Training	.50 unit
ADJ—T73A	General Hazardous Materials Inspection and Compliance Training Course	2.00 units
ADJ—T75A	Specially Marked Patrol Vehicle	1.00 unit

Among the revised course proposals to be submitted by CHP, two are T72A and T73A. In addition, new course proposals for Tactical Fire Arms Training, Tactical Supervisor Training course and Lidar Training Course, along with other proposals, will be developed and submitted to the Curriculum Committee.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: VI-D-1

Date: January 29, 2008

Subject: Revised Accreditation Board Policies

Background: On May 15, 2007, the Board approved policies needed for Accreditation. At the time of approval, the Academic Senate indicated that there was language in several policies that they would like to see added or revised. The Board went ahead and approved the policies with the indication that the Academic Senate could propose additional or revised language and work with the Chancellor's Office to come to agreement on this issue. Those policies have now been revised and are attached for first reading. They are:

- Policy 2200 – Board Duties, Responsibilities and Privileges – new language is in II.K.
- Policy 2410 – Policy and Administrative Procedure – new language
- Policy 3200 – Accreditation – new language
- Policy 3250 – Institutional Planning – new language and Academic Affairs added some language to the first bulleted item.
- Policy 4020 – Program, Curriculum, And Course Development – in addition to the new language proposed by the Academic Senate (Second Paragraph), the other changes are based on revisions to Title 5, which took effect this summer.
- Policy 4025 – Philosophy and Criteria for Associate Degree and General Education – new language
- Policy 6200 – Budget Preparation – new language

Recommended Action: It is recommended that the Board of Trustees accept for first reading Policies, 2200, 2410, 3200, 3250, 4020, 4025 and 6200.

James L. Buysse
Interim Chancellor

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

Riverside Community College District Policy

No. 2200

**Board of Trustees
Draft**

BP 2200 BOARD DUTIES, RESPONSIBILITIES AND PRIVILEGES

Reference:

Accreditation Standard IV.B.1.d

The Board of Trustees governs on behalf of the citizens of the Riverside Community College District in accordance with the authority granted and duties defined in Education Code Section 70902.

Therefore, the Board has the following duties, responsibilities and privileges:

I. Duties

A. Exercise Authority as a Trustee

1. Support the mission and philosophy of community colleges,
2. Understand the fiscal and legal aspects of the operation of community colleges,
3. Provide leadership in making policy for the District,
4. Commit time and energy to carry out the duties of their office, and
5. Support the District in the community.

They must be mindful of separating personal opinions and roles from those of the Board as a body.

B. Handle Administrative Matters

The primary function of the Board of Trustees is to make policy, whereas the primary function of the administration is to provide direction in policy development and implementation. The Chancellor serves as a resource to Trustees to help them maintain their governing role.

C. Act as a Whole to Represent the Communities Served by the District

The Board of Trustees of a district legally can function only as a group. Individual acts of a Trustee in relation to district matters are considered

those of a private citizen. Care should be taken to separate the role of Board member from that of individual. Trustees, as elected officials, are responsible for representing the interests of the communities served by the college district and should act only on that basis.

D. Use Appropriate Channels

Board members should channel all concerns, complaints, and requests for information through the Chancellor.

E. Maintain Appropriate Conduct at Board Meetings

Conduct at Board meetings should foster respect and consideration for other Board members, citizens, students, and District staff. This will provide an atmosphere to facilitate effective decision-making in which controversial issues can be presented fairly and the dignity of each individual maintained.

F. Conduct Board Business

All District business should be conducted in open public meetings except for those matters specifically cited under the provisions of the Brown Act that are appropriately discussed in a closed session. Confidentiality of all Board discussions held in closed session shall be strictly maintained.

G. Monitor Compensation and Expense Accounts

Trustees are responsible for ensuring that public funds are spent wisely and legally, including those that relate to their expenses.

II. Responsibilities of the Board of Trustees:

A. Establish broad policies to guide the institution.

B. Select a chief executive officer who serves as the Chancellor.

C. Ensure the fiscal integrity of the institution by establishing the necessary policies needed for proper accounting of receipts and disbursements of District funds, including approving an annual budget and providing for an annual audit.

D. Act upon recommendations of the Chancellor regarding utilization, development, maintenance, and repair of the physical plant including all buildings, grounds, and equipment.

- E. Approve educational programs and services and provide for the public dissemination of this information.
 - F. Through appropriate Board policies, delegate power and authority to the Chancellor, so that he/she can effectively lead the District.
 - G. Develop guidelines for negotiations of collective bargaining contracts of the employees of the District.
 - H. Carefully review reports from the Chancellor on programs and conditions of the Colleges and District, to assure quality institutional planning and evaluation.
 - I. Appoint or dismiss employees upon recommendation of the Chancellor in accordance with law.
 - J. Serve as the board of final appeal for students and employees of the Riverside Community College District.
 - K. ~~*The Chancellor will consult collegially with the Academic Senates with respect to academic and professional matters, as defined by Title 5.*~~
- III. Responsibilities of Individual Members of the Board of Trustees:
- A. Attend regularly scheduled and special meetings of the Board.
 - B. Attend and serve on standing and ad hoc Board committees
 - C. Notify the Chancellor's office in advance when unable to attend regularly scheduled events.
 - D. Time permitting, attend campus functions. In particular, Commencement exercises.
 - E. Attend conferences and other activities provided specifically for Trustees, when necessary to serve the District and when available.
 - F. Serve as an official representative of the Board at District-related functions when requested by the Board President.
 - G. Serve as an advocate for the District in the community.
 - H. Use the Chancellor as the primary resource to answer specific or general questions related to campus functions or policy.

- I. Participate in evaluations of the Board and the Chancellor.
- IV. Privileges
- A. Benefits
 - 1. Trustees holding elected positions on the Board of Trustees may be covered under the District's Health and Welfare Plan.
 - B. Compensation
 - 1. Trustees holding elected positions on the Board of Trustees are eligible for monthly compensation in accordance with the law.

Date Adopted: May 15, 2007

Revised:

(Replaces Policy 1040)

Riverside Community College District Policy

No. 2410

Board of Trustees
Draft

BP 2410 POLICY AND ADMINISTRATIVE PROCEDURE

References:

Education Code Section 70902;
Accreditation Standard IV.B.1.b and e

The Board of Trustees may adopt such policies as are authorized by law or determined by the Board to be necessary for the efficient operation of the District. Board policies are intended to be statements of intent by the Board of Trustees on a specific issue within its subject matter jurisdiction.

The policies have been written to be consistent with provisions of law, but do not encompass all laws relating to District activities. All District employees are expected to know of and observe all provisions of law pertinent to their job responsibilities.

Policies of the Board of Trustees may be adopted, revised, added to, or amended at any regular Board meeting by a majority vote. Proposed changes or additions shall be introduced not less than one regular meeting prior to the meeting at which action is recommended.

Administrative procedures are to be issued by the Chancellor as statements of methods to be used in implementing Board Policy. Such administrative procedures shall be consistent with the intent of Board Policy. Administrative procedures may be revised as deemed necessary by the Chancellor.

~~**Administrative Procedures related to academic and professional matters shall be developed collegially with the Academic Senates, as defined by Title 5.**~~

The Chancellor or his/her designee shall provide each member of the Board with copies of the administrative procedures, as they are issued or revised.

Copies of all policies and administrative procedures shall be readily available to District employees through the Chancellor's Office or the office of the Director, Contracts, Compliance and Legal Services, each College President's office, or the District's web site (www.rcc.edu).

Date Adopted: May 15, 2007

Revised:

(Replaces Policy 2010)

Riverside Community College District Policy

No. 3200

General Institution
Draft

BP 3200 ACCREDITATION

Reference:

Accreditation Eligibility Requirement 20

The Chancellor shall ensure the District complies with the accreditation process and standards of the Accrediting Commission of Community and Junior Colleges and of other District programs that seek special accreditation.

~~*The Board of Trustees, or its designees, shall reach mutual agreement with the Academic Senates regarding faculty roles and involvement in accreditation processes, including self study and annual reports.*~~

The Chancellor shall keep the Board informed of approved accrediting organizations and the status of accreditations.

The Chancellor shall ensure that the Board is involved in any accreditation process in which Board participation is required.

The Chancellor shall provide the Board with a summary of any accreditation report and any actions taken or to be taken in response to recommendations in an accreditation report.

Date Adopted: May 15, 2007

Revised:

Riverside Community College District Policy

No. 3250

General Institution
DRAFT

BP 3250 INSTITUTIONAL PLANNING

References:

Title 5 Sections 51008, 51010, 51027, 53003, 54220, **55080, 55190**, 55250, 55400 et seq., 55510, and 56270 et seq.; Accreditation Standard I.B

The Chancellor shall ensure that the District has and implements a broad-based comprehensive, systematic and integrated system of planning that involves appropriate segments of the District community and is supported by institutional effectiveness research.

~~***After consulting collegially with the Academic Senates and reaching mutual agreement the Chancellor's office will provide the Board of Trustees with the recommendations of the Academic Senates regarding institutional planning processes.***~~

The planning system shall include plans required by law, including, but not limited to the:

- Long Range Educational or Academic Master Plan, ***which shall be updated periodically as deemed necessary by the governing Board***
- Facilities Plan
- Faculty and Staff Diversity Plan
- Student Equity Plan
- Matriculation
- Transfer Center
- Cooperative Work Experience
- EOPS

The Chancellor shall submit those plans for which Board approval is required by Title 5 to the Board of Trustees.

The Chancellor shall inform the Board about the status of planning and the various plans.

The Chancellor shall ensure the Board has an opportunity to assist in developing the general institutional mission and goals for the comprehensive plans.

Date Adopted: May 15, 2007

Revised:

Riverside Community College District Policy

No. 4020

Academic Affairs
Draft

BP 4020 PROGRAM, CURRICULUM, AND COURSE DEVELOPMENT

References:

Education Code Sections 70901(b), 70902(b) and 78016;
Title 5 Sections 51000, 51022, **55100**, 55130, **and 55150**

The programs and curricula of the District shall be of high quality, relevant to community and student needs, and evaluated regularly to ensure quality and currency. To that end, the Chancellor shall establish procedures for the development and review of all curricular offerings, including their establishment, modification or discontinuance.

~~***The Board of Trustees, or its designees, shall rely primarily upon the Academic Senates' recommendations, regarding curriculum and educational program development.***~~

Furthermore, these procedures shall include:

- appropriate involvement of the faculty and Academic Senate in all processes;
- regular review and justification of programs and course descriptions;
- opportunities for training for persons involved in aspects of curriculum development.
- consideration of job market and other related information for vocational and occupational programs.
- ***consideration and review of financial and administrative impact.***

All new programs and program deletions shall be approved by the Board of Trustees.

Program or course modifications shall be approved by the Chancellor, or his/her designee, ***upon the recommendation of the District Curriculum Committee.***

All new programs shall be submitted to the Office of the Chancellor for the California Community Colleges for approval as required.

(The following is based on Title 5 changes, effective 08/07): Individual degree-applicable credit courses offered as part of a permitted educational program shall be approved by the Board. Nondegree-applicable credit and degree-applicable courses, that are not part of an existing, approved program must satisfy the conditions authorized by Title 5 regulations and shall be approved by the Board.
New courses that are not part of an existing approved program must satisfy the

~~conditions authorized by Title V regulations and do not need approval from the CCG
Chancellor's Office.*~~

~~NOTE: *This is a new regulation from the State Chancellor's Office that will go into effect on August 1,
2007.~~

Date Approved: May 15, 2007

Revised:

**Academic Affairs
Draft**

**BP 4025 PHILOSOPHY AND CRITERIA FOR ASSOCIATE DEGREE
AND GENERAL EDUCATION**

References:

Title 5 Section 55805;
Accreditation Standard II.A.3

Courses that are designated to fulfill the general education and depth requirements shall meet the following philosophy.

The awarding of an Associate degree is intended to represent more than an accumulation of units. It is to symbolize a successful attempt on the part of the college to lead students through patterns of learning experiences designed to develop certain capabilities and insights. Among these are the ability to think and to communicate clearly and effectively both orally and in writing; to use mathematics, to understand the modes of inquiry of the major disciplines; to be aware of other cultures and times; to achieve insights gained through experience in thinking about ethical problems, and to develop the capacity for self-understanding.

Central to an Associate degree, general education is designed to introduce students to the variety of means through which people comprehend the modern world. It reflects the conviction of colleges that those who receive their degrees must possess in common certain basic principles, concepts and methodologies both unique to and shared by the various disciplines. College educated persons must be able to use this knowledge when evaluating and appreciating the physical environment, the culture, and the society in which they live. Most important, general education should lead to better understanding.

In the establishing or modifying a general education program, ways shall be sought to create coherence and integration among the separate requirements. It is also desirable that general education programs involve students actively in examining values inherent in proposed solutions to major society problems.

The Chancellor shall establish procedures to assure that courses used to meet general education and associate degree requirements meet the standards in this policy. ~~The procedures shall provide for appropriate Academic Senate involvement.~~ ***The Board of Trustees, or its designees, shall rely primarily upon the Academic Senates' recommendations regarding degree and certificate requirements.***

Date Adopted: May 15, 2007

Revised:

Riverside Community College District Policy

No. 6200

**Business and Fiscal Affairs
Draft**

BP 6200 BUDGET PREPARATION

References:

- Education Code Section 70902(b)(5);
- Title 5 Sections 58300 et seq.;
- The California Community Colleges Budget and Accounting Manual

Each year, the Chancellor shall present to the Board of Trustees a budget, prepared in accordance with all applicable laws and regulations. The schedule for presentation and review of budget proposals shall comply with State law and regulations, and provide adequate time for Board review.

The District shall employ the concept of a fund balance target in the annual budget development process. The fund balance target concept shall apply to the Unrestricted General Fund budget and shall be equal to a minimum of 5.0 percent of the sum of the projected beginning fund balance for a particular fiscal year and the estimated revenues for that year. The fund balance target amount shall be the first item funded in the budget for any fiscal year. This fund balance target concept may also be extended to other funds of the District when and where applicable

Budget preparation shall meet the following criteria:

- The annual budget shall support the District's strategic and educational plans;
- ~~*The Chancellor's office will consult collegially with the Academic Senates regarding budget development processes.*~~
- Assumptions upon which the budget is based shall be presented to the Board of Trustees for review; and
- A schedule shall be provided to the Board of Trustees each year that includes dates for presentation of the tentative budget, required public hearing(s), Board review, and approval of the final budget. At the public hearings, interested persons may appear and address the Board of Trustees regarding the proposed budget or any item in the proposed budget.

Date Approved: May 15 2007

Revised:

(Replaces Policy 7080)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: VI-D-2

Date: January 29, 2008

Subject: Revised and New Board Policies

Background: In keeping with our process of developing new and updating existing Board policies based on the CCLC Model Policies, attached for first reading are policies pertaining to General Institution, Academic Affairs and Business and Fiscal Affairs. The drafts for Academic Affairs also contain the latest revisions to Title 5, which took effect this past summer.

General Institution

Policy 3410 – Non-Discrimination – this was originally approved by the Board in May, 2007.

The State Chancellor’s Office requested changes to this policy based on new guidelines.

Policy 3430 – Prohibition of Harassment – this was pulled from the October agenda in order to make some changes requested by the State Chancellor’s Office. Revises current Policy 3110/4110/6110.

Academic Affairs

Policy 4005 – Academic Senate – revises current Policy 3010

Policy 4010 – Academic Calendar – new policy

Policy 4026 – Philosophy and Criteria for International Education – revises current Policy 5100

Policy 4060 – Delineation of Functions Agreements – new policy.

Policy 4070 – Course Auditing and Auditing Fees – revises current Policy 6057

Policy 4100 – Graduation Requirements for Degrees and Certificates – new policy

Policy 4230 – Grading and Academic Record Symbols – revises current Policy 5050

Policy 4235 – Credit by Examination – new policy

Policy 4240 – Academic Renewal – new policy

Policy 4260 – Pre-Requisites, Co-requisites and Advisories – revises current Policy 6092

Policy 4300 – Field Trips and Excursions – revises current Policies 5075/6075/7075

Policy 4400 – Community Education Services – new policy

Business and Fiscal Affairs

Policy 6100 – Delegation of Authority – new policy

Policy 6340 – Contracts – revises current Policy 7050

Recommended Action: It is recommended that the Board of Trustees accept for first reading Policies, 3410, 3430, 4005, 4010, 4026, 4060, 4070, 4100, 4230, 4235, 4240, 4260, 4300, 4400, 6100 and 6340.

James L. Buysse
Interim Chancellor

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

**General Institution
Draft**

BP 3410 NONDISCRIMINATION

References:

Education Code Sections 200 et seq, 66250 et seq., 72010 et seq., and 87100 et seq.;

Penal Code Sections 422.55 et seq;

Government Code Sections 11135 -11139.5, 12926.1 and 12940 et seq.;

California Code of Regulations, Title 5 Sections 53000 et seq. and 59300 et seq.;

Accreditation Standard I.6

Veterans Employment Opportunity Act of 1998

The District is committed to equal opportunity in educational programs, employment, and all access to institutional programs and activities.

The District, and each individual who represents the District, shall provide access to its services, classes, and programs without regard to **actual or perceived disability, sex/gender, nationality, race or ethnicity, religion, sexual orientation, age, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (a) of Section 422.6 of the Penal Code. In addition to these protected bases, the District additionally provides equal employment opportunities to all applicants and employees regardless of gender, medical condition, marital status, or status as a Vietnam-era veteran.**

~~national origin, religion, age, sex (gender) race, color, medical condition, ancestry, sexual orientation, marital status, physical or mental disability, or because he or she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.~~

The Chancellor shall establish administrative procedures that ensure all members of the college community can present complaints regarding alleged violations of this policy and have their complaints heard in accordance with the Title 5 regulations and those of other agencies that administer state and federal laws regarding nondiscrimination.

No District funds shall ever be used for membership, or for any participation involving financial payment or contribution on behalf of the District or any individual employed by or associated with it, to any private organization whose membership practices are discriminatory. ~~on the basis of national origin, religion, age, sex (gender), race, color, medical condition, ancestry, sexual orientation, marital status, physical or mental~~

~~disability, or because he or she is perceived to have one or more of the foregoing characteristics or because of his or her association with a person or group with one or more of these actual or perceived characteristics.~~

The District shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973 in the development, procurement, maintenance, or use of electronic or information technology and respond to and resolve unlawful discrimination complaints regarding accessibility. Such complaints will be treated as complaints of discrimination on the basis of disability.

Information regarding the filing of a complaint ***can be obtained from the District Director, Diversity, Equity and Compliance at (915) 222-8039, and is also*** included in ***Administrative Procedures 3410 and 3435.***

Date Approved: May 15, 2007
(Replaces Policies 6100 and 6200)

General Institution
DRAFT

BP 3430 PROHIBITION OF HARASSMENT

References:

Education Code Sections 212.5, 44100, 66252, and 66281.5;
California Code of Regulations, Title 5, Sections 59320, et seq;
Government Code Sections 11135 and 12950.1;
Title VII of the Civil Rights Act of 1964, 42 U.S.C.A. Section 2000e;
Title IX, Education Amendments of 1972
Penal Code Section 422.6 (a)

All forms of harassment are contrary to basic standards of conduct between individuals and are prohibited by state and federal law, as well as this policy, and will not be tolerated. The District is committed to providing an academic and work environment that respects the dignity of individuals and groups. The District shall be free of sexual harassment and all forms of sexual intimidation and exploitation. It shall also be free of other unlawful harassment, including that which is based on *actual or perceived disability, sex/gender, nationality, race or ethnicity, religion, sexual orientation, age, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (a) of Section 422.6 of the Penal Code.* ~~any of the following statuses: ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability, 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.~~

This policy applies to all aspects of the academic environment, including but not limited to classroom conditions, grades, academic standing, employment opportunities, scholarships, recommendations, disciplinary actions, and participation in any community college activity. In addition, this policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, training opportunities, and compensation.

The District seeks to foster an environment in which all employees and students feel free to report incidents of harassment without fear of retaliation or reprisal. *Retaliation may involve, but is not limited to, the making of reprisals or threats of reprisals, intimidation, coercion, discrimination or harassment following the initiation of an informal or formal complaint. Such conduct is illegal and constitutes a violation of this policy.*

Therefore, the District also strictly prohibits retaliation against any individual for filing a complaint, *who refers a matter for investigation or complaint, who participates in an investigation, who represents or serves as an advocate for an alleged victim or alleged offender, or who otherwise furthers the principles of unlawful discrimination or harassment* ~~of harassment or for participating in a harassment investigation. Such conduct is illegal and constitutes a violation of this policy.~~

All allegations of retaliation will be swiftly and thoroughly investigated. If the District determines that retaliation has occurred, it will *pursue all reasonable measures* ~~take all reasonable steps~~ within its power to stop such conduct. Individuals who engage in retaliatory conduct are subject to disciplinary action, up to and including termination or expulsion.

The Chancellor shall establish procedures that define harassment and establish reporting procedures for employees, students, and other members of the District community that provide for the investigation and resolution of complaints regarding discrimination and harassment.

Any student or employee who believes that he or she has been harassed or retaliated against in violation of this policy should immediately report such incidents by following the procedures described in AP 3435 titled "Handling Complaints of Unlawful Discrimination or Harassment". A copy of the procedure is available at <http://www.rcc.edu/administration/board/policies.cfm?new>, *in each College library and all administrative offices in the District.* Supervisors are ~~required~~ *mandated* to report all incidents of harassment and retaliation that come to their attention.

To this end, the Chancellor shall ensure that the institution undertakes *at least* education and training activities to counter discrimination *harassment* and to prevent, minimize, and/or eliminate any hostile environment that impairs access to equal education opportunity or impacts the terms and conditions of employment. *However, because of their special responsibilities under the law, supervisors will also undergo mandatory training within six (6) months of assuming a supervisory position.* This policy and related written procedures shall be widely published and publicized to administrators, faculty, staff, and students, particularly when they are new to the institution.

~~The Chancellor shall establish procedures that define harassment on campus. The Chancellor shall further establish procedures for employees, students, and other members of the campus community that provide for the investigation and resolution of complaints regarding harassment and discrimination and procedures for students to resolve complaints of harassment and discrimination. All participants are protected from retaliatory acts by the District, its employees, students, and agents.~~

~~—They shall be available for students and employees in all administrative offices. These policies and procedures will also be published on the District’s website at <http://www.rcc.edu/administration/board/policies.cfm?new>—~~

Employees *found in violation of this* who violate the policy and procedures may be subject to disciplinary action up to and including termination. Students *found in violation of this policy* who violate this policy and related procedures may be subject to disciplinary measures up to and including expulsion.

❖ From Riverside CCD Policy 3110/4110/6110 titled Prohibition of Sexual Harassment

~~It is the policy of the Board of Trustees and the Riverside Community College District to provide and maintain the District’s facilities as an educational, employment, and business environment unlawful discrimination, which includes sexual harassment or retaliation. Sexual harassment or retaliation is strictly prohibited by Riverside Community College District policies and regulations and will not be tolerated in any form. Such actions perpetrated on the basis of sex are a violation of Title VII of the Civil Rights Act of 1964 and/or Title IX of the 1972 Education Amendments.~~

~~Sexual harassment is unlawful discrimination in the form of unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature, made by someone from or in the workplace or in the educational setting.~~

~~Retaliation by the District or any of its officers or employees is unlawful. The District, its officers or employees shall not make an adverse academic decision, demote, suspend, reduce, fail to hire or consider for hire, fail to give equal consideration in making academic or employment decisions, fail to treat impartially in the context of any recommendations for subsequent employment which the District may make, adversely affect academic or working conditions or otherwise deny any academic or employment benefit to an individual because that individual has opposed practices prohibited by this Policy or the Fair Employment and Housing Act or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing conducted by the District, the Fair Employment and Housing Commission, or the Department of Fair Employment and Housing, or their staffs.~~

~~Employees, students and non-employees who are under some form of control of the District are prohibited from committing any act of sexual harassment against any employee or student. Disciplinary action shall be taken against any such person who violates this policy.~~

~~This policy and the attendant rules, regulations and complaint procedures shall be disseminated to all staff and students. The responsibility for this policy and its enforcement shall rest with the President of the College Chancellor or his/her designee.~~

NOTE: The **bold type** signifies language that is legally required. Information in ***bold italic type*** is provided by RCCD staff. The information in **regular type** is current Riverside CCD Policy 3110/4110/6110 titled Prohibition of Sexual Harassment adopted on 2-18-86 and amended on 6-16-04.

Date Adopted:

*(Replaces current Riverside CCD Policies
3110/4110/6110)*

**General Institution
Draft**

BP 3410 NONDISCRIMINATION

References:

Education Code Sections 200 et seq, 66250 et seq., 72010 et seq., and 87100 et seq.;

Penal Code Sections 422.55 et seq;

Government Code Sections 11135 -11139.5, 12926.1 and 12940 et seq.;

California Code of Regulations, Title 5 Sections 53000 et seq. and 59300 et seq.;

Accreditation Standard I.6

Veterans Employment Opportunity Act of 1998

The District is committed to equal opportunity in educational programs, employment, and all access to institutional programs and activities.

The District, and each individual who represents the District, shall provide access to its services, classes, and programs without regard to **actual or perceived disability, sex/gender, nationality, race or ethnicity, religion, sexual orientation, age, or any characteristic listed or defined in Section 11135 of the Government code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (a) of Section 422.6 of the Penal Code. In addition to these protected bases, the District additionally provides equal employment opportunities to all applicants and employees regardless of gender, medical condition, marital status, or status as a Vietnam-era veteran.**

~~national origin, religion, age, sex (gender) race, color, medical condition, ancestry, sexual orientation, marital status, physical or mental disability, or because he or she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.~~

The Chancellor shall establish administrative procedures that ensure all members of the college community can present complaints regarding alleged violations of this policy and have their complaints heard in accordance with the Title 5 regulations and those of other agencies that administer state and federal laws regarding nondiscrimination.

No District funds shall ever be used for membership, or for any participation involving financial payment or contribution on behalf of the District or any individual employed by or associated with it, to any private organization whose membership practices are discriminatory. ~~on the basis of national origin, religion, age, sex (gender), race, color, medical condition, ancestry, sexual orientation, marital status, physical or mental~~

~~disability, or because he or she is perceived to have one or more of the foregoing characteristics or because of his or her association with a person or group with one or more of these actual or perceived characteristics.~~

The District shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973 in the development, procurement, maintenance, or use of electronic or information technology and respond to and resolve unlawful discrimination complaints regarding accessibility. Such complaints will be treated as complaints of discrimination on the basis of disability.

Information regarding the filing of a complaint ***can be obtained from the District Director, Diversity, Equity and Compliance at (915) 222-8039, and is also*** included in ***Administrative Procedures 3410 and 3435.***

Date Approved: May 15, 2007
(Replaces Policies 6100 and 6200)

General Institution
DRAFT

BP 3430 PROHIBITION OF HARASSMENT

References:

Education Code Sections 212.5, 44100, 66252, and 66281.5;
California Code of Regulations, Title 5, Sections 59320, et seq;
Government Code Sections 11135 and 12950.1;
Title VII of the Civil Rights Act of 1964, 42 U.S.C.A. Section 2000e;
Title IX, Education Amendments of 1972
Penal Code Section 422.6 (a)

All forms of harassment are contrary to basic standards of conduct between individuals and are prohibited by state and federal law, as well as this policy, and will not be tolerated. The District is committed to providing an academic and work environment that respects the dignity of individuals and groups. The District shall be free of sexual harassment and all forms of sexual intimidation and exploitation. It shall also be free of other unlawful harassment, including that which is based on *actual or perceived disability, sex/gender, nationality, race or ethnicity, religion, sexual orientation, age, or any characteristic listed or defined in Section 11135 of the government code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (a) of Section 422.6 of the Penal Code.* ~~any of the following statuses: ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability, 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.~~

This policy applies to all aspects of the academic environment, including but not limited to classroom conditions, grades, academic standing, employment opportunities, scholarships, recommendations, disciplinary actions, and participation in any community college activity. In addition, this policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, training opportunities, and compensation.

The District seeks to foster an environment in which all employees and students feel free to report incidents of harassment without fear of retaliation or reprisal. *Retaliation may involve, but is not limited to, the making of reprisals or threats of reprisals, intimidation, coercion, discrimination or harassment following the initiation of an informal or formal complaint. Such conduct is illegal and constitutes a violation of this policy.*

Therefore, the District also strictly prohibits retaliation against any individual for filing a complaint, *who refers a matter for investigation or complaint, who participates in an investigation, who represents or serves as an advocate for an alleged victim or alleged offender, or who otherwise furthers the principles of unlawful discrimination or harassment* ~~of harassment or for participating in a harassment investigation. Such conduct is illegal and constitutes a violation of this policy.~~

All allegations of retaliation will be swiftly and thoroughly investigated. If the District determines that retaliation has occurred, it will *pursue all measures* ~~take all reasonable steps~~ within its power to stop such conduct. Individuals who engage in retaliatory conduct are subject to disciplinary action, up to and including termination or expulsion.

The Chancellor shall establish procedures that define harassment and establish reporting procedures for employees, students, and other members of the District community that provide for the investigation and resolution of complaints regarding discrimination and harassment.

Any student or employee who believes that he or she has been harassed or retaliated against in violation of this policy should immediately report such incidents by following the procedures described in AP 3435 titled "Handling Complaints of Unlawful Discrimination or Harassment". A copy of the procedure is available at <http://www.rcc.edu/administration/board/policies.cfm?new>, *in each College library and all administrative offices in the District.* Supervisors are ~~required~~ *mandated* to report all incidents of harassment and retaliation that come to their attention.

To this end, the Chancellor shall ensure that the institution undertakes *at least* education and training activities to counter discrimination *harassment* and to prevent, minimize, and/or eliminate any hostile environment that impairs access to equal education opportunity or impacts the terms and conditions of employment. *However, because of their special responsibilities under the law, supervisors will also undergo mandatory training within six (6) months of assuming a supervisory position.* This policy and related written procedures shall be widely published and publicized to administrators, faculty, staff, and students, particularly when they are new to the institution.

~~The Chancellor shall establish procedures that define harassment on campus. The Chancellor shall further establish procedures for employees, students, and other members of the campus community that provide for the investigation and resolution of complaints regarding harassment and discrimination and procedures for students to resolve complaints of harassment and discrimination. All participants are protected from retaliatory acts by the District, its employees, students, and agents.~~

~~—They shall be available for students and employees in all administrative offices. These policies and procedures will also be published on the District’s website at <http://www.rcc.edu/administration/board/policies.cfm?new>—~~

Employees *found in violation of this* who violate the policy and procedures may be subject to disciplinary action up to and including termination. Students *found in violation of this policy* who violate this policy and related procedures may be subject to disciplinary measures up to and including expulsion.

❖ From Riverside CCD Policy 3110/4110/6110 titled Prohibition of Sexual Harassment

~~It is the policy of the Board of Trustees and the Riverside Community College District to provide and maintain the District’s facilities as an educational, employment, and business environment unlawful discrimination, which includes sexual harassment or retaliation. Sexual harassment or retaliation is strictly prohibited by Riverside Community College District policies and regulations and will not be tolerated in any form. Such actions perpetrated on the basis of sex are a violation of Title VII of the Civil Rights Act of 1964 and/or Title IX of the 1972 Education Amendments.~~

~~Sexual harassment is unlawful discrimination in the form of unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature, made by someone from or in the workplace or in the educational setting.~~

~~Retaliation by the District or any of its officers or employees is unlawful. The District, its officers or employees shall not make an adverse academic decision, demote, suspend, reduce, fail to hire or consider for hire, fail to give equal consideration in making academic or employment decisions, fail to treat impartially in the context of any recommendations for subsequent employment which the District may make, adversely affect academic or working conditions or otherwise deny any academic or employment benefit to an individual because that individual has opposed practices prohibited by this Policy or the Fair Employment and Housing Act or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing conducted by the District, the Fair Employment and Housing Commission, or the Department of Fair Employment and Housing, or their staffs.~~

~~Employees, students and non-employees who are under some form of control of the District are prohibited from committing any act of sexual harassment against any employee or student. Disciplinary action shall be taken against any such person who violates this policy.~~

~~This policy and the attendant rules, regulations and complaint procedures shall be disseminated to all staff and students. The responsibility for this policy and its enforcement shall rest with the President of the College Chancellor or his/her designee.~~

NOTE: The **bold type** signifies language that is legally required. Information in ***bold italic type*** is provided by RCCD staff. The information in **regular type** is current Riverside CCD Policy 3110/4110/6110 titled Prohibition of Sexual Harassment adopted on 2-18-86 and amended on 6-16-04.

Date Adopted:

*(Replaces current Riverside CCD Policies
3110/4110/6110)*

BP 4005 ACADEMIC SENATE

References:

Title 5 Sections 53200-53205

❖ **From current Riverside CCD Policy 3010 titled Academic Senate**

The Board of Trustees recognizes the Academic Senate of Riverside Community College ***District*** as the organization representing the faculty in the formation of District policy on academic and professional matters. ~~under the provisions of the California Administrative Code, Title V, Section 53200-53205, operative June 4, 1993.~~

❖ **From current Riverside CCD Regulation 3010 titled Academic Senate**

The primary function of the Riverside Community College ***District*** Academic Senate is to make recommendations with respect to the following academic and professional matters:

1. Curriculum, including establishing prerequisites and placing courses within disciplines;
2. Degree and certificate patterns;
3. Grading policies;
4. Educational program development;
5. Standards or policies regarding student preparation and success;
6. Policies for faculty professional development activities;
7. District and college governance structures, as related to faculty roles;
8. Faculty roles and involvement in accreditation processes, including self study and annual reports;
9. Processes for program review;
10. Processes for institutional planning and budget development; and

11. Other academic and professional matters.

The Board of Trustees relies primarily on the recommendations of the Academic Senate for items **1 through 6**. The Senate will work with the appropriate administrative office(s) while developing its position. The Senate will then forward its final recommendations to the **Chancellor** President of the **District** College, who will present them in a timely manner to the Board of Trustees with or without his/her endorsements or comments. **When the Board relies primarily upon the advice and judgment of the Academic Senate, the recommendation of the Senate will normally be accepted.** “Relies primarily” means that all recommendations of the Academic Senate in the specified areas will be forwarded to the Board on behalf of the Academic Senate and will be accepted by the Board in most cases. In instances where a recommendation is not accepted, the Board’s decision must be based on a clear and substantive rationale that puts the explanation for the decision in an accurate, appropriate, and relevant context. If a recommendation is not approved, The Board or its designee shall communicate **its reason in writing to the Senate** in a timely manner its reason in writing to the Senate. If such recommendation is not accepted, existing policies and procedures will remain in **effect** force.

The Board of Trustees will receive items **7 through 10**, and those matters developed in item 11 as the result of mutual agreement after consulting collegially with the Academic Senate. **reached by resolution, regulation or policy. In instances where agreement has not been reached, existing policy shall remain in effect unless the policy exposes the district to legal liability or fiscal hardship. In cases where there is no existing policy, or when legal liability or fiscal hardship requires existing policy to be changed, the Board may act, after a good faith effort to reach agreement, but only for compelling legal, fiscal or organizational reasons.** “Mutual agreement” means that the policy and implementation recommended shall be prepared by the Academic Senate, the Board or the Board’s designee, and jointly ratified by these same entities.

Nothing in this Board Policy shall be construed to infringe upon the due process rights of faculty, nor to detract from any negotiated agreements between collective bargaining representatives and the Board of Trustees.

Collegial consultation will take place in accordance with **existing practices** the Consultation Process Agreement. The Academic Senate, after consultation with the **Chancellor** of the College, may present its written views and recommendations to the Board of Trustees. The Board of Trustees shall consider and may respond to such views and recommendations.

NOTE: This policy is suggested as good practice. The information in **bold italic type** is language added by RCCD staff. The language in **regular type** is current Riverside CCD Policy 3010 titled Academic Senate adopted on 7-64 and amended on 5-7-75, 11-1-83, and 4-19-96.

Date Adopted:

(This is current Riverside CCD Policy and Regulation 3010 just re-numbered)

**Academic Affairs
DRAFT**

**BP 4026 PHILOSOPHY AND CRITERIA FOR INTERNATIONAL
EDUCATION**

References:

Education Code Section 66015.7

❖ **From the current Riverside CCD Policy 5100 titled International Education**

Recognizing the value of educational experiences in a foreign country, the Board of Trustees endorses and supports the concept of International Education. Students at Riverside Community College District will be provided the opportunity to study outside the United States through the International Education Program. This program will be conducted in accordance with *District procedures*. ~~the attached regulations.~~

NOTE: The language above in *italics* is suggested language to consider including in this policy. The language in **regular type** is current Riverside CCD Policy 5100 titled International Education adopted 10-18-88.

Date Adopted:

(Replaces current Riverside CCD Policy 5100)

BP 4060 DELINEATION OF FUNCTIONS AGREEMENTS

References:

Education Code Sections 8535 and 8536

Whenever a mutual agreement with a school district or other educational entity relating to responsibility for noncredit continuing education programs is required by state law, the Chancellor shall present an appropriate memorandum of understanding to the Board of Trustees for approval.

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

Date Adopted:

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

Riverside Community College District Policy

CCLC No. 4070

**Academic Affairs
DRAFT**

BP 4070 COURSE AUDITING AND AUDITING FEES

Reference:

Education Code Section 76370

Only under specific circumstances may students audit courses, in accordance with District Administrative Procedures.

The fee for auditing courses shall be no more than ***the maximum allowed under the Education Code***. Students enrolled in classes to receive credit for ten or more semester credit units shall not be charged a fee to audit three or fewer semester units per semester.

No student auditing a course shall be permitted to change his or her enrollment to receive credit for the course.

Priority in class enrollment shall be given to students enrolled in the course for credit toward a degree or certificate.

❖ **From current Riverside CCD Policy 6057 titled Audit of Courses**

~~The Riverside Community College District, under the provisions of the California Education Code Section 76730, may authorize a person to audit a community college course and may charge that person a fee.~~

NOTE: This policy is **legally required** if the District permits auditing. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **italic type** is additional language to consider including in this policy. The language in **regular type** is current Riverside CCD Policy 6057 titled Audit of Courses adopted on 4-21-99.

Date Adopted:

(Replaces current Riverside CCD Policy 6057)

Academic Affairs
DRAFT

**BP 4100 GRADUATION REQUIREMENTS FOR DEGREES AND
CERTIFICATES**

References:

Education Code Section 70902(b)(3);
Title 5 Sections **55063-55064, and 53200(b)**

The *College* grants the degrees of Associate in Arts and Associate in Science to those students who have completed the subject requirements for graduation and who have maintained a 2.0 average in subjects attempted. Students must also complete the general education residency and competency requirements set forth in Title 5 regulations.

Students may be awarded a Certificate of Achievement upon successful completion of a minimum of 18 or more semester units of degree-applicable coursework designed as a pattern of learning experiences designed to develop certain capabilities that may be oriented to career or general education.

The Chancellor shall establish procedures to determine degree and certificate requirements that *rely upon the recommendation of the academic senate*. The procedures shall assure that graduation requirements are published in the District's catalog(s) and included in other resources that are convenient for students.

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

Date Adopted:

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

**Academic Affairs
DRAFT**

BP 4230 GRADING AND ACADEMIC RECORD SYMBOLS

References:

Title 5 Sections **53200(b) 3 and 55023**

❖ **From current Riverside CCD Policy 5050 titled Grading Standards**

The Riverside Community College District is committed to ensuring that all students receive a fair and equitable instructional evaluation.

Courses shall be graded using the grading system established by Title 5. Changes to the use of non-evaluative symbols used in the Riverside Community College District shall be adopted on the recommendation of the appropriate Academic Senate.

The grading system shall be published in the District's catalog(s) and made available to students.

❖ **From current Riverside CCD Policy 5050 titled Grading Standards**

~~The Riverside Community College District is committed to ensuring that all students receive a fair and equitable instructional evaluation consistent with the criteria and standards prescribed by the California Community College Board of Governors which directs community colleges to adopt regulations governing grading policies which are consonant with the Title 5 sections listed below.~~

~~The Riverside Community College District shall publish these regulations in the college catalog for reference by current and prospective students.~~

NOTE: This policy is **legally required**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **italic type** is additional language to consider including in this policy. The language in **regular type** is current Riverside CCD Policy 5050 titled Grading Standards adopted on 5-19-83 and amended on 11-1-83 and 8-10-04.

Date Adopted:

(Replaces current Riverside CCD Policy 5050)

Riverside Community College District Policy

CCLC No. 4235

**Academic Affairs
DRAFT**

BP 4235 CREDIT BY EXAMINATION

Reference:

Title 5 Section **55050**

Credit may be earned by students who satisfactorily pass authorized examinations. (** From Current RCCD Policy 5050, Titled Grading Standards): The option for credit by examination may not be available for all course offerings; contingent upon discipline curricular decisions as approved by the Office of Academic Affairs. **The Chancellor shall establish administrative procedures to implement this Board Policy.**

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

Date Adopted:

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

**Academic Affairs
DRAFT**

BP 4240 ACADEMIC RENEWAL

Reference:

Title 5 Sections **53200(b) 3** and **55044**

Previously recorded substandard academic performance may be disregarded if it is not reflective of a student's demonstrated ability. The Chancellor shall establish procedures that provide for academic renewal, *based upon the recommendations of the District Academic Senate.*

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

Date Adopted:

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

Riverside Community College District Policy

CCLC No. 4260

**Academic Affairs
DRAFT**

BP 4260 PRE-REQUISITES, CO-REQUISITES, AND ADVISORIES

References:

Title 5 Sections 55003

The Chancellor is authorized *and shall* establish pre-requisites, co-requisites, and advisories on recommended preparation for courses in the curriculum *on the recommendation of the Academic Senate. In order to establish a pre-requisite, co-requisite or advisory, the pre-requisite, co-requisite or advisory must be determined to be necessary and appropriate for achieving the purpose for which they are established. At a minimum, pre-requisites, co-requisites and advisories on recommended preparation shall be based on content review, with additional methods of scrutiny being applied depending on the type of prerequisite, co-requisite or advisory being established.* The procedures shall include the method in which a pre-requisite or co-requisite may be challenged by a student on grounds permitted by law. Pre-requisites, co-requisites, and advisories shall be identified in District publications available to students.

~~❖ From current Riverside CCD Policy 6092 titled
Prerequisites/Corequisites/Advisories~~

~~It shall be the policy of the Riverside Community College District to provide for the establishing, reviewing and challenging of prerequisites, corequisites, advisories on recommended preparation, and certain limitations on enrollment in a manner consistent with law and good practice. Prerequisites are a vital component in maintaining academic standards. The District recognizes that ensuring high academic standards and providing a learning environment that encourages student success and fosters student access are of utmost importance. Therefore, the District adopts the model policy attached which calls for careful scrutiny in establishing prerequisites and provides procedures for student challenge.~~

NOTE: This policy is **legally required**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **italic type** is additional language to consider including in this policy. The language in **regular type** is current Riverside CCD Policy 6092 titled Prerequisites/Corequisites/Advisories adopted on 10-18-94.

Date Adopted:

(Replaces current Riverside CCD Policy 6092)

Riverside Community College District Policy

CCLC No. 4300

**Academic Affairs
DRAFT**

BP 4300 FIELD TRIPS AND EXCURSIONS

Reference:

Title 5 Section 55220

❖ **From current Riverside CCD Policy 5075/6075/7075 titled Field Trips**

The Riverside Community College District supports the concept that many college-sponsored activities require or are significantly enhanced by field trips or excursions remote from the College campus.

The Chancellor shall establish procedures that regulate the use of District funds for student travel and attendance at conferences and other activities that are performed as a class assignment or co-curricular activity.

The District may pay for expenses of students participating in a field trip or excursion with auxiliary, grant or categorical program funds, if the funds are used consistently with the funding source. The expenses of instructors, chaperons, and other personnel traveling with students may also be paid from District funds.

Students and staff shall at all times adhere to the standards of conduct applicable to conduct on campus.

❖ **From current Riverside CCD Policy 5075/6075/7075 titled Field Trips**

~~The President of the College or his designee is to develop and maintain regulations that ensure meaningful off-campus student experiences. Such regulations shall include, but not be limited to, field trips or excursions which provide direct student observations, activities, or off-campus instruction.~~

NOTE: This policy is **legally required**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **italic type** is additional language to consider including in this policy. The language in **regular type** is current Riverside CCD Policy 5075/6075/7075 titled Field Trips adopted on 3-2-82.

Date Adopted:

*(Replaces current Riverside CCD Policy
5075/6075/7075)*

Academic Affairs
DRAFT

BP 4400 COMMUNITY EDUCATION SERVICES

References:

Education Code Sections 70902, 78300, and 79120

The District shall maintain a community *education* services program that ***maintains classes and conferences established in civic, vocational, literacy, health and fitness, homemaking, technical, recreational and general education, including, but not limited to classes in the fields of career enrichment, music, dance, drama, art, handicraft, home and garden, science, literature, nature study, sports and athletics, as well as classes designed for children and adolescents including driver education, the arts, academics, sports and fitness.***

The community *education* services program shall be designed to contribute to the physical, mental, moral, economic, or civic development of the individuals or groups enrolled in it.

Community *education* services courses shall be open for admission of adults and of minors who can benefit from the programs.

No General *Operating* Fund monies (*Resource 1000*) may be expended to establish or maintain community *education* services courses. Students involved in community *education* services courses shall be charged a fee not to exceed the cost of maintaining the courses. Courses may also be offered for remuneration by contract or with contributions or donations of individuals or groups.

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

Date Adopted:

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

**Business and Fiscal Affairs
DRAFT**

BP 6100 DELEGATION OF AUTHORITY

References:

Education Code Sections 70902(d), 81655, and 81656

The Board delegates to the Chancellor the authority to supervise the general business procedures of the District to assure the proper administration of property and contracts; the budget, audit, and accounting of funds; the acquisition of supplies, equipment, and property; and the protection of assets and persons. All transactions shall comply with applicable laws and regulations and with the California Community Colleges Budget and Accounting Manual.

No contract shall constitute an enforceable obligation against the District until it has been approved or ratified by the Board of Trustees (See Board Policy 6340 titled Contracts).

The Chancellor *in consultation with the Vice Chancellor, Administration and Finance*, shall make appropriate periodic reports to the Board and shall keep the Board of Trustees fully advised regarding the financial status of the District.

NOTE: The **bold type** signifies **legally required** language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in ***italic type*** is additional language to consider including in this policy. Language in ***bold italic type*** is provided by RCCD staff. There does not appear to be a current Riverside CCD Policy that addresses this issue.

Date Adopted:

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

**Business and Fiscal Affairs
DRAFT**

BP 6340 CONTRACTS

References:

Education Code Sections 81641 et seq.;
Public Contract Code Sections 20650 et seq.

The Board of Trustees delegates to the Chancellor the authority to enter into contracts on behalf of the District and to establish administrative procedures for contract awards and management, subject to the following:

- **Contracts are not enforceable obligations until they are ratified by the Board.**
- **Contracts for work to be done, services to be performed or for goods, equipment or supplies to be furnished or sold to the District that exceed the amounts specified in Public Contract Code Section 20651 shall require prior approval by the Board of Trustees.**
- **When bids are required according to Public Contract Code Section 20651, the Board of Trustees shall award each such contract to the lowest responsible bidder who meets the specifications published by the District and who shall give such security as the Board requires or rejects all bids.**

If the Chancellor concludes that the best interests of the District will be served by pre-qualification of bidders in accordance with Public Contract Code Section 20651.5, pre-qualification may be conducted in accordance with procedures that provide for a uniform system of rating on the basis of a questionnaire and financial statements.

If the best interests of the District will be served by a contract, lease, requisition, or purchase order through any other public corporation or agency in accordance with Public Contract Code Section 20652, the Chancellor is authorized to proceed with a contract.

- ❖ **From Riverside CCD Policy 7050 titled Determination of Prevailing Wage Rates for Public Works**

~~The Riverside Community College District will include in its **public works** contracts the prevailing wage rates for public works as determined by the Director of the Department of Industrial Relations, State of California. His/her determination of the prevailing rate of per diem wages (the per diem rate being 8 times the hourly rate) for each craft, classification or type of workman needed to execute the various contracts for public~~

~~work in their respective localities, including the rate for holiday and overtime work and including employer payments for health and welfare, pension, and vacation. The detailed basic hourly rates for each craft are outlined in the related regulations to this policy.~~

NOTE: The **bold type** signifies **legally required** language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in ***bold italic type*** is provided by RCCD staff. The wording in regular type is current Riverside CCD Policy 7050 titled Determination of Prevailing Wage Rates for Public Works adopted on 1-21-75, amended on 2-2-77, and amended again on 10-4-83.

Date Adopted:

(Replaces current Riverside CCD Policy 7050)

Riverside Community College District Policy

CCLC No. 4010

**Academic Affairs
DRAFT**

BP 4010 ACADEMIC CALENDAR

Reference:

Education Code Section 70902(b)(12)

The Chancellor shall, in consultation with the appropriate constituency groups, submit the academic calendar annually to the Board of Trustees for adoption.

NOTE: This policy is **legally required**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). There does not appear to be a current Riverside CCD Policy that addresses this issue.

Date Adopted:

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

**BP 4026 PHILOSOPHY AND CRITERIA FOR INTERNATIONAL
EDUCATION**

References:

Education Code Section 66015.7

❖ **From the current Riverside CCD Policy 5100 titled International Education**

Recognizing the value of educational experiences in a foreign country, the Board of Trustees endorses and supports the concept of International Education. Students at Riverside Community College District will be provided the opportunity to study outside the United States through the International Education Program. This program will be conducted in accordance with ***District procedures.*** ~~the attached regulations.~~

NOTE: The language above in ***italics*** is suggested language to consider including in this policy. The language in **regular type** is current Riverside CCD Policy 5100 titled International Education adopted 10-18-88.

Date Adopted:

(Replaces current Riverside CCD Policy 5100)

BP 4060 DELINEATION OF FUNCTIONS AGREEMENTS

References:

Education Code Sections 8535 and 8536

Whenever a mutual agreement with a school district or other educational entity relating to responsibility for noncredit continuing education programs is required by state law, the Chancellor shall present an appropriate memorandum of understanding to the Board of Trustees for approval.

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

Date Adopted:

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

Riverside Community College District Policy

CCLC No. 4070

**Academic Affairs
DRAFT**

BP 4070 COURSE AUDITING AND AUDITING FEES

Reference:

Education Code Section 76370

Only under specific circumstances may students audit courses, in accordance with District Administrative Procedures.

The fee for auditing courses shall be no more than ***the maximum allowed under the Education Code***. Students enrolled in classes to receive credit for ten or more semester credit units shall not be charged a fee to audit three or fewer semester units per semester.

No student auditing a course shall be permitted to change his or her enrollment to receive credit for the course.

Priority in class enrollment shall be given to students enrolled in the course for credit toward a degree or certificate.

❖ **From current Riverside CCD Policy 6057 titled Audit of Courses**

~~The Riverside Community College District, under the provisions of the California Education Code Section 76730, may authorize a person to audit a community college course and may charge that person a fee.~~

NOTE: This policy is **legally required** if the District permits auditing. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **italic type** is additional language to consider including in this policy. The language in **regular type** is current Riverside CCD Policy 6057 titled Audit of Courses adopted on 4-21-99.

Date Adopted:

(Replaces current Riverside CCD Policy 6057)

Academic Affairs
DRAFT

**BP 4100 GRADUATION REQUIREMENTS FOR DEGREES AND
CERTIFICATES**

References:

Education Code Section 70902(b)(3);
Title 5 Sections **55063-55064, and 53200(b)**

The *College* grants the degrees of Associate in Arts and Associate in Science to those students who have completed the subject requirements for graduation and who have maintained a 2.0 average in subjects attempted. Students must also complete the general education residency and competency requirements set forth in Title 5 regulations.

Students may be awarded a Certificate of Achievement upon successful completion of a minimum of 18 or more semester units of degree-applicable coursework designed as a pattern of learning experiences designed to develop certain capabilities that may be oriented to career or general education.

The Chancellor shall establish procedures to determine degree and certificate requirements. ~~that rely upon the recommendation of the academic senate.~~ The procedures shall assure that graduation requirements are published in the District's catalog(s) and included in other resources that are convenient for students.

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

Date Adopted:

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

Academic Affairs
DRAFT

BP 4230 GRADING AND ACADEMIC RECORD SYMBOLS

References:

Title 5 Sections **53200(b) 3 and 55023**

❖ **From current Riverside CCD Policy 5050 titled Grading Standards**

The Riverside Community College District is committed to ensuring that all students receive a fair and equitable instructional evaluation.

Courses shall be graded using the grading system established by Title 5.
~~*Changes to the use of non-evaluative symbols used in the Riverside Community College District shall be adopted on the recommendation of the appropriate Academic Senate.*~~

The grading system shall be published in the District's catalog(s) and made available to students.

❖ **From current Riverside CCD Policy 5050 titled Grading Standards**

~~The Riverside Community College District is committed to ensuring that all students receive a fair and equitable instructional evaluation consistent with the criteria and standards prescribed by the California Community College Board of Governors which directs community colleges to adopt regulations governing grading policies which are consonant with the Title 5 sections listed below.~~

~~The Riverside Community College District shall publish these regulations in the college catalog for reference by current and prospective students.~~

NOTE: This policy is **legally required**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **italic type** is additional language to consider including in this policy. The language in **regular type** is current Riverside CCD Policy 5050 titled Grading Standards adopted on 5-19-83 and amended on 11-1-83 and 8-10-04.

Date Adopted:

(Replaces current Riverside CCD Policy 5050)

Riverside Community College District Policy

CCLC No. 4235

**Academic Affairs
DRAFT**

BP 4235 CREDIT BY EXAMINATION

Reference:

Title 5 Section **55050**

Credit may be earned by students who satisfactorily pass authorized examinations. (** From Current RCCD Policy 5050, Titled Grading Standards): The option for credit by examination may not be available for all course offerings; contingent upon discipline curricular decisions as approved by the Office of Academic Affairs. **The Chancellor shall establish administrative procedures to implement this Board Policy.**

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

Date Adopted:

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

**Academic Affairs
DRAFT**

BP 4240 ACADEMIC RENEWAL

Reference:

Title 5 Sections **53200(b) 3** and **55044**

Previously recorded substandard academic performance may be disregarded if it is not reflective of a student's demonstrated ability. The Chancellor shall establish procedures that provide for academic renewal. ~~based upon the recommendations of the District Academic Senate.~~

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

Date Adopted:

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

Riverside Community College District Policy

CCLC No. 4260

**Academic Affairs
DRAFT**

BP 4260 PRE-REQUISITES, CO-REQUISITES, AND ADVISORIES

References:

Title 5 Sections 55003

The Chancellor is authorized *and shall* establish pre-requisites, co-requisites, and advisories on recommended preparation for courses in the curriculum *on the recommendation of the Academic Senate. In order to establish a pre-requisite, co-requisite or advisory, the pre-requisite, co-requisite or advisory must be determined to be necessary and appropriate for achieving the purpose for which they are established. At a minimum, pre-requisites, co-requisites and advisories on recommended preparation shall be based on content review, with additional methods of scrutiny being applied depending on the type of prerequisite, co-requisite or advisory being established.* The procedures shall include the method in which a pre-requisite or co-requisite may be challenged by a student on grounds permitted by law. Pre-requisites, co-requisites, and advisories shall be identified in District publications available to students.

~~❖ From current Riverside CCD Policy 6092 titled
Prerequisites/Corequisites/Advisories~~

~~It shall be the policy of the Riverside Community College District to provide for the establishing, reviewing and challenging of prerequisites, corequisites, advisories on recommended preparation, and certain limitations on enrollment in a manner consistent with law and good practice. Prerequisites are a vital component in maintaining academic standards. The District recognizes that ensuring high academic standards and providing a learning environment that encourages student success and fosters student access are of utmost importance. Therefore, the District adopts the model policy attached which calls for careful scrutiny in establishing prerequisites and provides procedures for student challenge.~~

NOTE: This policy is **legally required**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **italic type** is additional language to consider including in this policy. The language in **regular type** is current Riverside CCD Policy 6092 titled Prerequisites/Corequisites/Advisories adopted on 10-18-94.

Date Adopted:

(Replaces current Riverside CCD Policy 6092)

Riverside Community College District Policy

CCLC No. 4300

**Academic Affairs
DRAFT**

BP 4300 FIELD TRIPS AND EXCURSIONS

Reference:

Title 5 Section 55220

❖ **From current Riverside CCD Policy 5075/6075/7075 titled Field Trips**

The Riverside Community College District supports the concept that many college-sponsored activities require or are significantly enhanced by field trips or excursions remote from the College campus.

The Chancellor shall establish procedures that regulate the use of District funds for student travel and attendance at conferences and other activities that are performed as a class assignment or co-curricular activity.

The District may pay for expenses of students participating in a field trip or excursion with auxiliary, grant or categorical program funds, if the funds are used consistently with the funding source. The expenses of instructors, chaperons, and other personnel traveling with students may also be paid from District funds.

Students and staff shall at all times adhere to the standards of conduct applicable to conduct on campus.

❖ **From current Riverside CCD Policy 5075/6075/7075 titled Field Trips**

~~The President of the College or his designee is to develop and maintain regulations that ensure meaningful off-campus student experiences. Such regulations shall include, but not be limited to, field trips or excursions which provide direct student observations, activities, or off-campus instruction.~~

NOTE: This policy is **legally required**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **italic type** is additional language to consider including in this policy. The language in **regular type** is current Riverside CCD Policy 5075/6075/7075 titled Field Trips adopted on 3-2-82.

Date Adopted:

*(Replaces current Riverside CCD Policy
5075/6075/7075)*

Riverside Community College District Policy

CCLC No. 4400

**Academic Affairs
DRAFT**

BP 4400 COMMUNITY EDUCATION SERVICES

References:

Education Code Sections 70902, 78300, and 79120

The District shall maintain a community *education* services program that *maintains classes and conferences established in civic, vocational, literacy, health and fitness, homemaking, technical, recreational and general education, including, but not limited to classes in the fields of career enrichment, music, dance, drama, art, handicraft, home and garden, science, literature, nature study, sports and athletics, as well as classes designed for children and adolescents including driver education, the arts, academics, sports and fitness.*

The community *education* services program shall be designed to contribute to the physical, mental, moral, economic, or civic development of the individuals or groups enrolled in it.

Community *education* services courses shall be open for admission of adults and of minors who can benefit from the programs.

No General *Operating* Fund monies (*Resource 1000*) may be expended to establish or maintain community *education* services courses. Students involved in community *education* services courses shall be charged a fee not to exceed the cost of maintaining the courses. Courses may also be offered for remuneration by contract or with contributions or donations of individuals or groups.

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

Date Adopted:

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

Business and Fiscal Affairs
DRAFT

BP 6100 DELEGATION OF AUTHORITY

References:

Education Code Sections 70902(d), 81655, and 81656

The Board delegates to the Chancellor the authority to supervise the general business procedures of the District to assure the proper administration of property and contracts; the budget, audit, and accounting of funds; the acquisition of supplies, equipment, and property; and the protection of assets and persons. All transactions shall comply with applicable laws and regulations and with the California Community Colleges Budget and Accounting Manual.

No contract shall constitute an enforceable obligation against the District until it has been approved or ratified by the Board of Trustees (See Board Policy 6340 titled Contracts).

The Chancellor ~~*in consultation with the Vice Chancellor, Administration and Finance,*~~ shall make appropriate periodic reports to the Board and shall keep the Board of Trustees fully advised regarding the financial status of the District.

NOTE: The **bold type** signifies **legally required** language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **italic type** is additional language to consider including in this policy. Language in **bold italic type** is provided by RCCD staff. There does not appear to be a current Riverside CCD Policy that addresses this issue.

Date Adopted:

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

**Business and Fiscal Affairs
DRAFT**

BP 6340 CONTRACTS

References:

Education Code Sections 81641 et seq.;
Public Contract Code Sections 20650 et seq.

The Board of Trustees delegates to the Chancellor the authority to enter into contracts on behalf of the District and to establish administrative procedures for contract awards and management, subject to the following:

- **Contracts are not enforceable obligations until they are ratified by the Board.**
- **Contracts for work to be done, services to be performed or for goods, equipment or supplies to be furnished or sold to the District that exceed the amounts specified in Public Contract Code Section 20651 shall require prior approval by the Board of Trustees.**
- **When bids are required according to Public Contract Code Section 20651, the Board of Trustees shall award each such contract to the lowest responsible bidder who meets the specifications published by the District and who shall give such security as the Board requires or rejects all bids.**

If the Chancellor concludes that the best interests of the District will be served by pre-qualification of bidders in accordance with Public Contract Code Section 20651.5, pre-qualification may be conducted in accordance with procedures that provide for a uniform system of rating on the basis of a questionnaire and financial statements.

If the best interests of the District will be served by a contract, lease, requisition, or purchase order through any other public corporation or agency in accordance with Public Contract Code Section 20652, the Chancellor is authorized to proceed with a contract.

- ❖ **From Riverside CCD Policy 7050 titled Determination of Prevailing Wage Rates for Public Works**

~~The Riverside Community College District will include in its **public works** contracts the prevailing wage rates for public works as determined by the Director of the Department of Industrial Relations, State of California. His/her determination of the prevailing rate of per diem wages (the per diem rate being 8 times the hourly rate) for each craft, classification or type of workman needed to execute the various contracts for public~~

~~work in their respective localities, including the rate for holiday and overtime work and including employer payments for health and welfare, pension, and vacation. The detailed basic hourly rates for each craft are outlined in the related regulations to this policy.~~

NOTE: The **bold type** signifies **legally required** language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in ***bold italic type*** is provided by RCCD staff. The wording in regular type is current Riverside CCD Policy 7050 titled Determination of Prevailing Wage Rates for Public Works adopted on 1-21-75, amended on 2-2-77, and amended again on 10-4-83.

Date Adopted:

(Replaces current Riverside CCD Policy 7050)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: VI-D-3

Date: January 29, 2008

Subject: Title Change and Wording Update for Board Policy 4630

Background: In September, 2007, the Board approved Policy 4630, titled Instructional Services Fees. Since that time, the issue has been raised that the title is confusing and could be misleading to District employees and students, as well as to the general public. To make it clearer, the title has been changed to: Career and Technical Program Customer Fees. Additionally, the word “occupational” in the first line of paragraph one has been changed to: career and technical. These two changes keep our wording in line with the updated phraseology being used in Title 5. No other changes were made to the Policy. A copy of the Policy is attached.

Recommended Action: Information only.

James L. Buysse
Interim Chancellor

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

Academic Affairs

**BP 4630 CAREER AND TECHNICAL INSTRUCTIONAL SERVICES
PROGRAM CUSTOMER FEES**

Reference:

No references

As a part of the instruction of our *career and technical* occupational programs, it is desirable to afford an opportunity for students to do work of the type typically encountered in job situations in the business community. These services are provided to the public on a cost and materials basis subject to the necessary fiscal and instructional restrictions which ensure adequate accounting and instructional integrity.

The District will perform these services only to enhance the educational training of students. The work accepted and all necessary tests will be executed by students at the risk of those receiving the service. The District, District staff, or students accept no financial or legal responsibility for work improperly executed or for any damage resulting from the service received.

Individuals receiving services from District instructional programs will be expected to pay costs and materials for the services received consistent with reasonable fiscal procedures as developed by the Office of Administration and Finance. These will be explained to each individual receiving service prior to the time the service is rendered.

Administration will develop procedures, announcements and other terms and conditions in keeping with the intent of this policy.

Date Approved: October 16, 2007

Revised:

Replaces Policies 5030 and 7041

MINUTES OF THE BOARD OF TRUSTEES
TEACHING AND LEARNING COMMITTEE MEETING
OF DECEMBER 4, 2007

Chairperson Medina called the committee to order at 5:00 p.m., in Board Room AD122, O. W. Noble Administration Building, Riverside City College. CALL TO ORDER

Committee Members Present

Mr. José Medina, Committee Chairperson
Mrs. Janet Green, Vice Chairperson
Ms. Mary Figueroa, President, Board of Trustees (arrived at 5:40 p.m.)
Mr. Mark Takano, Member, Board of Trustees (arrived at 5:30 p.m.)
Dr. Debbie DiThomas, Interim Vice Chancellor,
Student Services and Operations
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Dr. Doug Beckstrom, Academic Senate Representative, Moreno Valley Campus
Dr. Sharon Crasnow, Academic Senate Representative, Norco Campus
Dr. Richard Mahon, Academic Senate Representative,
Riverside City College and District (arrived at 5:17 p.m.)
Mr. Gustavo Segura, CSEA Representative
Ms. Karin Skiba, CTA Representative
Mr. Tony Torres, ASRCC Representative

Resource Persons Present

Dr. James L. Buysse, Interim Chancellor
Dr. Brenda Davis, President, Norco Campus
Dr. Irv Hendrick, Interim President, Moreno Valley Campus
Dr. Linda Lacy, Interim President, Riverside City College
Ms. Chris Carlson, Chief of Staff
Dr. Monica Green, Interim Associate Vice Chancellor,
Student Services and Operations
Dr. Gaither Loewenstein, Vice President, Educational Services,
Norco Campus
Ms. Patricia Avila, Associate Professor, Counseling,
Riverside City College
Ms. Gabriela Gamiz, Project Director, Title V,
Hispanic Serving Institutions, Norco Campus
Ms. Delores Middleton, Program Director/Assistant Professor,
Physician Assistant, Moreno Valley Campus

Guests Present

Mr. Aaron Brown, Interim Vice Chancellor, Administration and Finance
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources

Dr. DiThomas introduced staff who presented reports on three campus-based initiatives aimed at increasing access, persistence, retention and success for traditionally under-served students. Ms. Delores Middleton, Program

EMBRACING ETHNIC DIVERSITY:
ACCESS, ENGAGEMENT, AND
EFFECTIVENESS

Director/Assistant Professor, Physician Assistant, Moreno Valley Campus, shared information about the African-American Success Programs at each of the three campuses: the Renaissance Scholars Program (RSP) on the Moreno Valley Campus, The Talented Tenth Program (T3p) on the Norco Campus, and Ujima on Riverside City College, including student testimonials. Ms. Patricia Avila, Associate Professor, Counseling, Riverside City College, explained that the Puente Program is an academic preparation program designed to increase the number of under-served students who transfer to the university, earn degrees, and return to the community as mentors and leaders. Students talked about the rewards of the program. Ms. Gabriela Gamiz, Project Director, Title V, Hispanic Serving Institutions, Norco Campus, presented a brief synopsis of the Title V grants for all three campuses for special developmental pilot programs. Discussion followed.

Dr. Maghroori led the committee review of the proposed curriculum changes that will be brought to the Board for approval at the December 11th regular meeting. Discussion followed.

The committee adjourned the meeting at 6:08 p.m.

PROPOSED CURRICULAR CHANGES

ADJOURNED

MINUTES OF THE BOARD OF TRUSTEES
PLANNING COMMITTEE MEETING OF DECEMBER 4, 2007

Chairperson Green called the committee to order at 6:14 p.m., in Board Room AD122, O. W. Noble Administration Building, Riverside City College. CALL TO ORDER

Committee Members Present

Mrs. Janet Green, Committee Chairperson
Mr. Mark Takano, Vice Chairperson
Ms. Virginia Blumenthal, Vice President, Board of Trustees
Ms. Mary Figueroa, President, Board of Trustees
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Ms. Kristina Kauffman, Associate Vice Chancellor, Institutional Effectiveness
Dr. Doug Beckstrom, Academic Senate Representative, Moreno Valley Campus
Ms. Ginny Haguewood, CSEA Representative, Riverside City College
Dr. Richard Mahon, Academic Senate Representative, Riverside City College
Mr. Gustavo Segura, CSEA Representative, Moreno Valley Campus
Ms. Yajaira Tiscareño, ASRCC Student Representative
Mr. Tom Wagner, Academic Senate Representative, Norco Campus
Mr. Todd Wales, CTA Representative

Resource Persons Present

Dr. James L. Buysse, Interim Chancellor
Dr. Irv Hendrick, Interim President, Moreno Valley Campus
Dr. Linda Lacy, President, Riverside City College
Ms. Chris Carlson, Chief of Staff
Dr. Sandy Baker, District Dean, School of Nursing
Dr. Gaither Loewenstein, Vice President, Educational Services, Norco Campus
Mr. Mike Webster, Consultant, Facilities and Planning

Mr. Webster led the committee review of the agreement to provide design and construction management services that will be presented to the Board for approval at the December 11th regular Board meeting. Discussion followed. NORCO SOCCER FIELD – DESIGN SERVICES AGREEMENT

Ms. Kauffman presented an update on Strategic Planning processes and activities. Discussion followed. UPDATE ON STRATEGIC PLANNING

Mr. Webster introduced the update with information on the project and funding status for the proposed Nursing Science Building, and Dr. Baker reviewed the strategic plan to address the region's nursing shortage. Discussion followed. UPDATE ON NURSING

The committee adjourned the meeting at 7:08 p.m. ADJOURNED

MINUTES OF THE BOARD OF TRUSTEES
RESOURCES COMMITTEE MEETING OF DECEMBER 4, 2007

Chairperson Takano called the committee to order at 6:30 p.m. in Board Room AD122, in the O.W. Noble Administration Building, Riverside City Campus.

CALL TO ORDER

Committee Members Present

Mr. Mark Takano, Chairperson
Ms. Virginia Blumenthal, Vice Chairperson
Ms. Mary Figueroa, President, Board of Trustees
Ms. Janet Green, Secretary, Board of Trustees
Mr. Aaron Brown, Interim Chancellor, Administration and Finance
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources
Mr. Doug Beckstrom, Academic Senate Representative,
Moreno Valley Campus
Mr. Richard Mahon, Academic Senate Representative,
Riverside City College and District
Ms. Tamara Caponetto, CSEA Representative, Norco Campus
Ms. Tish Chavez, Confidential Representative

Resource Persons Present

Dr. James L. Buysse, Interim Chancellor
Dr. Irving Hendrick, Interim President, Moreno Valley Campus
Dr. Linda Lacy, Interim President, Riverside City College
Ms. Chris Carlson, Chief of Staff/Executive Assistant to the Chancellor
Dr. Debbie DiThomas, Interim Vice Chancellor,
Student Services and Operations
Ms. Chani Beeman, District Director, Diversity, Equity, and Compliance
Mr. Edward Godwin, Director, Administrative Services

Guests Present

Mr. Felipe Lopez, Certified Public Accountant,
Vavrinek, Trine, Day & Co., LLP
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs

Mr. Brown introduced Mr. Lopez, Certified Public Accountant with the District's auditing firm, Vavrinek, Trine, Day & Co., who led the committee review of the RCCD Foundation's independent audit report for the year ended June 30, 2007. Discussion followed.

2006-2007 INDEPENDENT
AUDIT REPORT FOR THE
RIVERSIDE COMMUNITY
COLLEGE DISTRICT
FOUNDTION

Mr. Godwin led the committee review of the request for emergency mitigation and repairs to the Spruce Street property that will be presented to the Board for approval at the regular meeting on December 11th. Discussion followed.

EMERGENCY REPAIRS – 1533
SPRUCE STREET

Ms. Kane introduced Ms. Beeman who presented an update on current and planned diversity initiatives in the areas of recruitment and hiring practices; organizational climate and culture; and complaint management. Board Chair Mary Figueroa asked that a follow-up be made with the state comparison numbers for the District. Discussion followed.

UPDATE ON DIVERSITY
INITIATIVES

The committee adjourned the meeting at 8:25 p.m.

ADJOURNMENT