

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
Board of Trustees – Regular Meeting –  
May 19, 2009 – 7:00 p.m. – Student Services Foyer, Norco Campus

AGENDA

ORDER OF BUSINESS

Pledge of Allegiance

Anyone who wishes to make a presentation to the Board on an agenda item is requested to please fill out a “REQUEST TO ADDRESS THE BOARD OF TRUSTEES” card, available from the Public Affairs Officer. However, the Board Chairperson will invite comments on specific agenda items during the meeting before final votes are taken. Please make sure that the Secretary of the Board has the correct spelling of your name and address to maintain proper records. Comments should be limited to five (5) minutes or less.

Anyone who requires a disability-related modification or accommodation in order to participate in this meeting should contact Heidi Wills at (951) 222-8801 as far in advance of the meeting as possible.

Any public record relating to an open session agenda item that is distributed within 72 hours prior to the meeting is available for public inspection at the RCCD District Chancellor’s Office, Suite 210, 1533 Spruce Street, Riverside, California, 92507.

- I. Approval of Minutes - Regular Meeting of April 28, 2009
- II. Chancellor’s Reports
  - A. Communications  
Chancellor will share general information to the Board of Trustees, including federal, state, and local interests and District information.  
**Information Only**
  - B. Recommendation to the Board of Trustees by the Facilities Recognition and Naming Committee  
- Recommend transferring the McDermont Hall name to QD 240 in the A. G. Paul Quadrangle, Riverside City College.  
**Recommended Action: Request for Approval**
  - C. Resolution No. 46-08/09 – Resolution Recognizing Justice John Gabbert  
- Recommend adopting the resolution recognizing Justice John Gabbert upon the occasion of his 100<sup>th</sup> birthday.  
**Recommended Action: Request for Adoption**
- III. Student Report
- IV. Comments from the Public

V. Consent Items

A. Action

1. Personnel

- Appointments and assignments of academic and classified employees.

a. Academic Personnel

1. Appointments

(a) Management (None)

(b) Contract Faculty

(c) Long-Term, Temporary Faculty

2. Extension of Long-Term, Temporary Faculty Appointment

3. Salary Reclassification

4. Salary Placement Adjustment

5. Requests for Leave Under the California Family Rights Act and the Federal Family and Medical Leave Act

6. Separation

b. Classified Personnel

1. Appointments

(a) Management/Supervisory

(b) Management/Supervisory – Categorically Funded

(c) Classified/Confidential

(d) Classified/Confidential – Categorically Funded

(e) Short Term

- (f) Temporary As Needed Student Workers
  - 2. Requests for Leave Under the California Family Rights Act and the Federal Family and Medical Leave Act
  - 3. Non-Continuance of Probationary Employee
  - 4. Request for Temporary Reduced Workload During the 4/10 Work Schedule
  - 5. Separations
- 2. Purchase Order and Warrant Report—All District Funds
    - Recommend approving/ratifying the Purchase Orders, Purchase Order Additions, and District Warrant Claims issued by the Business Office.
  - 3. Budget Adjustments
    - a. Budget Adjustments
      - Request approval of various budget transfers between object codes as requested by administrative personnel; request authorizing the necessary balancing transfers among various accounts and funds of the District.
    - b. Resolutions to Amend Budget
      - 1. Resolution to Amend Budget – Resolution No. 49-08/09 2008-2009 California Articulation Number Program
        - Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said Resolution.
      - 2. Resolution to Amend Budget – Resolution No. 50-08/09 2008-2009 Faculty and Staff Diversity Program
        - Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said Resolution.
    - c. Contingency Budget Adjustments
      - Recommend approving, by a two-thirds vote, contingency budget transfers as presented.
  - 4. Bid Awards (None)
  - 5. Out-of State Travel

- Recommend approving out-of-state travel requests.

6. Grants, Contracts and Agreements

- a. Contracts and Agreements Report Less than \$76,700 – All District Funds  
- Recommend ratifying the listing of the District’s contracts and agreements that are less than \$76,700, pursuant to Public Contract Code Section 20650.
- b. Agreement with the State of California, California Highway Patrol  
- Recommend reaffirming approval of an agreement to offer training for the California Highway Patrol at the Ben Clark Training Center.
- c. Operational Agreement with the State of California, California Highway Patrol  
- Recommend reaffirming approval of an agreement to provide classroom and laboratory space at the Ben Clark Training Center.

7. Other Items

- a. Surplus Property  
- Recommend declaring listed property as surplus; finding the property does not exceed \$5,000, and authorizing the property be sold on behalf of the District.
- b. Notice of Completion – District Modular Project  
- Recommend accepting a project as complete, approving the execution of the Notice of Completion and authorizing its signature.
- c. Notice of Completion – Phase III, Industrial Technology Center Project, Masonry Trade  
- Recommend accepting a project as complete, approving the execution of the Notice of Completion and authorizing its signature.

**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, 2008 through April 30, 2009.

2. Measure C Project Commitments Summary Report  
- Informational report relative to Measure C general obligation bond financial activity through the period ended April 30, 2009.
3. CCFS-311Q – Quarterly Financial Status Report for the Quarter Ended March 31, 2009  
- Informational Report regarding the District’s financial status.

**Information Only**

VI. Board Committee Reports

- A. Teaching and Learning Committee (None)
- B. Resources Committee
  1. Norco Student Support Center – Design Amendment  
- Recommend approving an amendment to a design services agreement with Harley Ellis Devereaux to provide additional services in an amount not to exceed \$59,927.
  2. District Modular Project – Moreno Valley Allied Health Sciences and Riverside City Campus – Change Order No. 3  
- Recommend approving a change order and the use of Measure C funds in the amount of \$68,000.
  3. Phase III – Norco/Industrial Technology Project – Change Orders  
- Recommend approving deductive and additive change orders to be created/funded from the Board approved budget for this project.
  4. Temporary Loans – Potential Cash Shortage Arising from State Apportionment Deferrals – Resolution no. 48-08/09  
- Recommend approving temporary loans from Fund 41, Resources 4130, in an amount not to exceed \$10,000,000 as needed to mitigate cash shortages arising from apportionment deferrals, with said loans to be repaid from the District’s apportionment allocations.

**Recommended Action: Request for Approval**

- C. Planning Committee
  1. Norco Operations Center  
- Recommend approving the planning and design of the project from Measure “C” funding and approving an agreement with Hill Partnership, Inc. to provide design and engineering services.
  2. Norco Secondary Effects Project

- Recommend approving the initiation of the planning and design of the project and the allocation of Measure “C” funding. Also recommend approving an agreement with Hill Partnership, Inc. to provide design and engineering services.

3. Utility Infrastructure Upgrade Project

- Recommend approving the planning for the first two phases and the allocation of Measure “C” funding for the project. Also recommend approving an agreement with PSOMAS to provide scoping and planning services.

**Recommended Action: Request for Approval**

D. Governance Committee

1. Revised and New Board Policies – Second Reading

- Recommend approving Administrative Procedure 2431 and Board Policies 3300, 3315, 3500, 3510, 3520, 3530, 3540, 3560, 3600, 3720, 3810, 4023, 5900, 7110, 7121, and 7500.

**Recommended Action: Request for Approval**

E. Board of Trustees Committee Meeting Minutes

- Recommend receipt of minutes from the April 21, 2009 Board of Trustees Teaching and Learning, Planning, Resources, and Governance Committee meetings.

**Information Only**

VII. Administrative Reports

A. Vice Chancellors

B. Presidents

VIII. Academic Senate Reports

A. Moreno Valley Campus/Riverside Community College District

B. Norco Campus

C. Riverside City College

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**

XI. Closed Session

- Pursuant to Government Code Section 54956.8, conference with real property negotiator; properties known as APN 279-450-012, APN 279-460-055, and APN 279-460-056; Agency Negotiator: Interim Chancellor Irving G. Hendrick.

**Recommended Action: To be Determined**

- Pursuant to Government Code Section 54957, public employee discipline/dismissal/release.

**Recommended Action: To be Determined**

XII. Adjournment

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING  
OF APRIL 28, 2009

President Blumenthal called the regular meeting of the Board of Trustees to order at 6:00 p.m. in Student Services 101, Moreno Valley Campus.

CALL TO ORDER

Trustees Present

Ms. Virginia Blumenthal  
Ms. Mary Figueroa  
Mrs. Janet Green  
Mr. José Medina  
Mr. Mark Takano  
Ms. Ruth Jones, Student Trustee

Staff Present

Dr. Irving Hendrick, Interim Chancellor  
Dr. James Buysse, Vice Chancellor, Administration and Finance  
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Services  
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs  
Dr. Brenda Davis, President, Norco Campus  
Dr. Jan Muto, President, Riverside City College  
Dr. Monte Perez, President, Moreno Valley Campus  
Ms. Chris Carlson, Chief of Staff  
Dr. Debbie DiThomas, Associate Vice Chancellor, Student Services/Operations  
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and Institutional Advancement  
Mr. Sal Soto, Vice President, Academic Senate, Moreno Valley Campus  
Dr. Richard Mahon, President, Academic Senate, Riverside City College  
Mr. Tom Wagner, President, Academic Senate, Moreno Valley Campus  
Dr. Dariush Haghghat, President, CTA  
Mr. Gustavo Segura, President, CSEA

Guest(s)

Chancellor-designate Gregory W. Gray

Dr. Cecil Green, Professor Emeritus, Business Administration, led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Ms. Green, seconded by Ms. Figueroa, moved that the Board of Trustees approve the minutes of the regular meeting of March 17, 2009. Motion carried.  
(5 ayes)

MINUTES OF THE SPECIAL  
MEETING OF MARCH 17, 2009



Ms. Jones presented the report about recent and future student activities at the Moreno Valley and Norco Campuses and Riverside City College. Board President Virginia Blumenthal presented Student Trustee Jones with a \$300 Spring 2009 scholarship award for serving as the District's student trustee.

STUDENT REPORT

CSEA President Gustavo Segura made a comment regarding collective bargaining and the reclassification study.

COMMENTS FROM THE PUBLIC

CONSENT ITEMS

Action

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

Approve the amended listed academic and classified appointments, and assignment and salary adjustments; (Appendix No. 53)

Academic and Classified Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$4,903,679 and District Warrant Claims totaling \$9,869,184; (Appendix No. 54)

Purchase Order and Warrant Report – All District Funds

Approve the budget transfers as presented; (Appendix No. 55)

Budget Adjustments

Approve adding the revenue and expenditures of \$61,500 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 39-08/09 2008-2009 Zenith Mentoring Foster Youth/Independent Living Program

Approve adding the revenue and expenditures of \$3,000 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 40-08/09 2008-2009 UCR Aurora Project Subaward

Approve adding the revenue and expenditures of \$1,500 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 44-08/09 2008-2009 Board Financial Assistance Program – Student Financial Aid Administrative Allowance (BFAP-SFAA) Capacity Program

Approve the contingency budget transfer, by a two-thirds vote of the members, as presented; (Appendix No. 56)

Contingency Budget Adjustments

Grant out-of-state travel as amended; (Appendix No. 57)

Out-of-State Travel

Ratify the listed contracts and agreements totaling \$258,902; (Appendix No. 58)

Contracts and Agreements Report  
Less than \$76,700 – All District  
Funds

Ratify the amendment to the agreement to provide assistance in securing employment and training to students, for the period of July 1, 2008 through June 30, 2011, for an amount not to exceed \$870,180, and authorize the Vice Chancellor, Administration and Finance, to sign the amendment;

Amendment to the Agreement  
with the State of California,  
Department of Rehabilitation

Approve the certification to approve the grant, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Certify Contract  
Approval for Tech Prep Regional  
Coordination Grant – Resolution  
No. 45-08/09

Select the proposal for the Integrated Systems Mechatronics and Process Automation System from FESTO Corporation, in the amount of \$507,469, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Integrated Systems Mechatronics  
and Process Automation System

Approve the destruction of Riverside Community College District Safety and Police Class 3 documents dated 1987-2005;

Destruction of Class 3 Safety and  
Police Records

Adopt the resolution to allow departments to submit FY 2009-2010 purchase requisitions now, the Purchasing Manager to issue FY 2009-2010 purchase orders in mid-June, and departments to receive goods and services as early as July 1, 2009, and authorize the Secretary of the Board of Trustees to sign the Resolution;

Authorization to Encumber Funds  
– Resolution No. 42-08/09

Declare the listed property to be surplus; find that the property does not exceed the total value of \$5,000; and authorize the property to be consigned to The Liquidation Company to be sold on behalf of the District, by unanimous vote.

Surplus Property

Motion carried. (5 ayes)

Information

The Board received the summary of financial information from July 1, 2008-March 31, 2009.

Monthly Financial Report

The Board received for review and information a report on Measure C general obligation bond financial activity through the period ended March 31, 2009.

Measure C Project Commitments Summary Report

BOARD COMMITTEE REPORTS

Resources

Mr. Takano, seconded by Ms. Figueroa, moved that the Board of Trustees approve the deductive Change Order with Hinkley & Associates, Inc., as a credit in the amount of \$50,000, and authorize the Associate Vice Chancellor, Facilities Planning, Design and Construction, to sign the Change Order. Motion carried. (5 ayes)

Bradshaw Emergency Electrical Service Repair – Change Order

Mr. Takano, seconded by Ms. Figueroa, moved that the Board of Trustees approve the construction management services agreement with C. W. Driver and use of District Measure C funds, in an amount not to exceed \$147,840 for funding and services, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Construction Management Services – Staff Augmentation

Mr. Takano, seconded by Ms. Figueroa, moved that the Board of Trustees approve the agreement for the project with Tilden Coil Constructions, Inc.; approve the expenditure of project funds in an amount not to exceed \$2,017,253 for multiple prime construction management services; and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Wheelock Gymnasium, Seismic Retrofit Project: Construction Management Services

Mr. Takano, seconded by Ms. Green, moved that the Board of Trustees approve the agreements for the Riverside Nursing/Sciences Building Project with River City Testing, in the amount of \$358,092.70 for DSA Special Inspection and Testing Laboratory Services, and Inland Inspections & Consulting, in the amount of \$619,639.50 for DSA Inspection Services, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements. Motion carried. (5 ayes)

Riverside Nursing/Sciences Building Project: Inspection Services

## Planning Committee

Ms. Green, seconded by Mr. Takano, moved that the Board of Trustees approve the agreement with LPA to provide planning and design services for the Moreno Valley Parking Structure and Surge Space Project, in the amount of \$1,910,000, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Moreno Valley Parking Structure and Surge Space, Architectural Services

## Governance Committee

Ms. Figueroa, seconded by Ms. Green, moved that the Board of Trustees accept for first reading Administrative Procedure 2431 and Board Policies 3300, 3315, 3500, 3510, 3520, 3530, 3540, 3560, 3600, 3720, 3810, 4023, 5900, 7110, 7121, and 7500. Motion carried. (5 ayes)

Revised and New Board Policies – First Reading

Ms. Figueroa, seconded by Ms. Green, moved that the Board of Trustees delete existing Policy 5020 – Physical Education. Motion carried. (5 ayes)

Delete Obsolete Policy

Ms. Figueroa, seconded by Mr. Medina, moved that the Board of Trustees adopt the updated resolutions. Motion carried. (5 ayes)

Resolution No. 38-08/09  
Authorizing the Chancellor, or Designee, of the District to Allow, Settle, or Reject Specified Claims Brought Against the District Under the Tort Claims Act and  
Resolution No. 41-08/09  
Designating Certain Volunteers as Employees

Discussion took place regarding smoking and non-smoking on District campuses.

Existing Board Policies 3230, 4230, and 6230 – Smoking/Non-Smoking

The Board received for information the minutes from the March 10, 2009 Board of Trustees Teaching and Learning, Planning, Resources and Governance Committee Meetings.

Board of Trustees Committee Meeting Minutes

## ADMINISTRATIVE REPORTS

Ms. Figueroa, seconded by Ms. Green, moved that the Board of Trustees adopt Resolution No. 43-08/09, and designate the week of May 18-22, 2009 as Classified School Employee Week. Motion carried. (5 ayes)

Resolution No. 43-08/09 –  
Resolution to Recognize Classified School Employee Week

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the four-ten hour day (4/40) workweek from June 15 through August 21, 2009 for classified and confidential support staff. Staff will work ten hours per day during the four (4) days Monday through Thursday of each week with the noted exception. Motion carried. (5 ayes) (Appendix No. 58)

Summer Workweek

ACADEMIC SENATE REPORTS

Mr. Sal Soto presented the report on behalf of the Moreno Valley Campus Academic Senate.

Moreno Valley Campus

Mr. Mahon presented the report on behalf of the Riverside City College Academic Senate.

Riverside City College

Mr. Wagner presented the report on behalf of the Riverside Community College District/Norco Campus Academic Senate.

Norco Campus

BARGAINING UNIT REPORTS

Dr. Haghghat, President, CTA, presented the report on behalf of the CTA.

CTA – California Teacher’s Association

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

CSEA – California School Employees Association

The Board adjourned the meeting at 8:30 p.m.

ADJOURNMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S REPORT

Report No: II-B

Date: May 19, 2009

Subject: Recommendation to the Board of Trustees by the Facilities Recognition and Naming Committee

Background: In accordance with Board Policy No. 7070, the Facilities Recognition and Naming Committee makes recommendations to the Chancellor and Board of Trustees regarding the naming of buildings and facilities. The Committee is pleased to forward its recommendation to the Board concerning the transfer of naming recognition of McDermont Hall.

Named in honor of Earl A. McDermont, a respected faculty member and administrator who served Riverside Community College for nearly four decades, McDermont Hall was located in the west wing of the A.G. Paul Quadrangle. The modernization and renovation of the Quad resulted in the demolition of McDermont Hall. Until that time, McDermont Hall had served as a large lecture space and as a performance venue.

In 2008, Facilities Recognition and Naming Committee members expressed the desire, which was supported by the District and the Campus, to transfer the McDermont Hall designation to an appropriate location in the new wing. QD 240, a large lecture space situated at the northwest corner of the wing overlooking Wheelock Field, the new tennis courts, and the Digital Library and Learning Resource Center, was identified.

President Jan Muto conducted a campus visit and tour of the space in April for Earl McDermont's daughter Marjorie McDermont. Ms. McDermont expressed approval of QD 240, saying that her "father would have loved teaching in this room." Given that Earl McDermont spent nearly 30 years as a faculty member, the Committee agreed that QD 240 was an appropriate choice for the transfer of the McDermont Hall name.

Recommended Action: It is recommended that the Board of Trustees approves the Facilities Recognition and Naming Committee's recommendation to transfer the McDermont Hall name to QD 240 in the A. G. Paul Quadrangle, Riverside City College.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Jim Parsons  
Associate Vice Chancellor  
Public Affairs & Institutional Advancement  
Co-Chair, Facilities Recognition Committee

Riverside Community College District  
Facilities Naming and Recognition Committee

2009/2010 Membership  
*Updated May 2009*

Daria Burnett (MV)

Student

Ruth Jones

Amy Cardullo (D)

Faculty

Miguel Castro (N)

Marie Colucci

Mary Chavez (D)

Jim Morrison

Marie Colucci, Faculty Co-Chair (R)

Al Parker

Jan Schall

TBD-MV

Debra Creswell (N)

Classified

Michelle Davila (R)

Miguel Castro

Rose Ramirez Girard (C)

Robert Leyva

Gustavo Segura

Michelle Davila

Ruth Jones – Student Trustee, 2008-09 (D)

Confidential

Robert Leyva (R)

Mary Chavez

Debra Creswell

Jim Morrison (N)

Administration

Al Parker (R)

Daria Burnett

Jim Parsons, Administrative Co-Chair (D)

Amy Cardullo

Jim Parsons

Jan Schall (R)

Community

Rose Ramirez Girard

Gustavo Segura (MV)

[TBD Faculty representative-MV]

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RCCD FOUNDATION

Report No.: II-C

Date: May 19, 2009

Subject: Resolution No. 46-08/09 - Resolution Recognizing Justice John Gabbert

Background: On June 20, 2009, RCC Alumnus John Gabbert, one of our most distinguished alumni, will celebrate his 100<sup>th</sup> birthday. A Riverside resident for most of his life, John Gabbert's leadership has been exceptional, from his days as a student at then Riverside Junior College from 1927-1929, throughout his distinguished career as an attorney and judge, and as a founding member of the Citizens University Committee that persuaded the University of California Regents and Governor Warren to locate a University of California campus in Riverside, California. In 1971, Riverside Community College was proud to honor John G. Gabbert as its Alumnus of the Year. Given these accomplishments, it is appropriate that the District recognize this exceptional individual for his commitment to our college and the community.

Recommended Action: It is recommended that the Board of Trustees adopt the resolution recognizing Justice John Gabbert upon the occasion of his 100<sup>th</sup> birthday.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Amy Cardullo  
Director, RCCD Foundation  
and Alumni Affairs



RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION NO 46-08/09

RESOLUTION FOR THE BOARD OF TRUSTEES OF THE  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
IN RECOGNITION OF THE 100<sup>th</sup> BIRTHDAY OF JOHN G. GABBERT

WHEREAS, John G. Gabbert came to Riverside in 1912 at age three and has lived in Riverside most of his life; and

WHEREAS, from 1927-1929, John Gabbert attended then Riverside Junior College, quickly demonstrating his leadership as a student by serving as President of the Associated Student Body, as a member of the Debate Club, the Junior Lions and the Photo Club, as President of the Junior College Y Club, as a staff member of the Tequesquite college annual, and as a member of the Southwestern Student Council; and

WHEREAS while a student at Riverside Junior College, John Gabbert was recognized as Southern California Oratorical Champion, skills that would prove beneficial in his professional life; and

WHEREAS after his success at Riverside Junior College, John Gabbert continued his education, transferring to Occidental College to obtain his bachelor's degree, and graduating from UC Berkeley's Hastings School of Law in 1934; and

WHEREAS John Gabbert enjoyed a distinguished career, first as an attorney in private practice, then serving as a Riverside County Superior Court Judge from 1949-1970 and as an Associate Justice with the Fourth District Court of Appeals until his retirement in 1974; and

WHEREAS John Gabbert's extraordinary commitment to education is evidenced through his service as a member of the Riverside Unified School District Board of Education and as a founding member of the Citizens University Committee that persuaded the University of California Regents and Governor Warren to locate a University of California campus in Riverside, California; and

WHEREAS in 1971, John Gabbert was recognized as Riverside Community College's Alumnus of the Year; and

WHEREAS Judge Gabbert continues to offer his community the benefit of his extraordinary wisdom and education by serving as a lecturer and an historian; and

WHEREAS on June 20, 2009, he will celebrate his 100<sup>th</sup> birthday,

NOW, THEREFORE THE BOARD OF TRUSTEES OF THE RIVERSIDE  
COMMUNITY COLLEGE DISTRICT DOES HEREBY RESOLVE TO RECOGNIZE RCC  
ALUMNUS JOHN G. GABBERT UPON THE OCCASION OF HIS 100<sup>TH</sup> BIRTHDAY

ADOPTED, SIGNED AND APPROVED THIS 19<sup>TH</sup> DAY OF MAY, 2009.

BOARD OF TRUSTEES OF THE  
RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

By \_\_\_\_\_  
Board President

Attest:

\_\_\_\_\_  
Chancellor and  
Secretary to the Board of Trustees

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-a

Date: May 19, 2009

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 Employment</u>	<u>Salary Placement</u>
*(None)			

b. Contract Faculty

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
MORENO VALLEY CAMPUS			
Lola Aldridge	Healthcare Technician Instructor	08/25/09	F-6
Natalie Hannum	Fire Technology Instructor	08/25/09	F-6
*John Johnston	English Instructor	08/25/09	C-6
*Kari Richards-Dinger	Mathematics Instructor	08/25/09	G-2
NORCO CAMPUS			
Peggy Campo	Anatomy & Physiology Instructor	08/27/09	G-4
RIVERSIDE CITY COLLEGE			
Kimberly Reimer	Nursing Instructor	08/27/09	F-8
Monica Hayes-Trainer	Physical Education Instructor Women's Head Volleyball Coach	08/27/09	E-7

c. Long-Term, Temporary Faculty

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
RIVERSIDE CITY COLLEGE			
Sabrina Kroetz	Nursing Instructor	08/25/09	G-6

Report No.: V-A-1-a

Date: May 19, 2009

Subject: Academic Personnel

2. Extension of Long-Term, Temporary Faculty Appointment

The Board of Trustees, at its meeting of August 19, 2008, approved a Long-Term, Temporary Faculty appointment for Susan Farrington as Nursing Instructor at Riverside City College. The campus has a need for this extension which is made possible in accordance with the provisions of Senate Bill 139.

It is recommended the Board of Trustees extend the Long-Term, Temporary Faculty Appointment of Susan Farrington as Nursing Instructor at Riverside City College, for an additional year with salary placement at Column F, Step 6 of the Faculty Salary Schedule.

3. Salary Reclassification

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

It is recommended the Board of Trustees grant a salary reclassification to the following faculty members effective June 1, 2009:

<u>Name</u>	<u>From Column</u>	<u>To Column</u>
Sheila Pisa	C	D
Margarita Shirinian	D	E

4. Salary Placement Adjustment

At their meeting of September 16<sup>th</sup>, 2008, 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 her salary placement.

It is recommended the Board of Trustees approve the adjustment of salary placement for the faculty member listed below, effective during the 2008-09 academic year.

<u>Name</u>	<u>From Column/Step</u>	<u>To Column/Step</u>
Peggy Campo	F-3	G-3

Report No.: V-A-1-a

Date: May 19, 2009

Subject: Academic Personnel

5. 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 the request for leave under the California Family Rights Act and the Federal Family and Medical Leave Act for Edward Williams effective April 20, 2009. A maximum of 12 weeks (480 hours) of combined CFRA/FMLA will be reduced concurrently for him.

It is also 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 Susan St. Peters, effective April 20, 2009. A maximum of 12 weeks (480 hours) of combined CFRA/FMLA will be reduced concurrently for her.

It is further 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 Daniel Vega, effective April 30, 2009. A maximum of 12 weeks (480 hours) of combined CFRA/FMLA will be reduced concurrently for him.

6. Separation

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

It is recommended the Board of Trustees receive, for information only, the resignation of the individual listed below:

<u>Name</u>	<u>Title</u>	<u>Last Day of Employment</u>	<u>Reason</u>
Michael Carrillo	Director, EOPS/CARE	07/31/09	Retirement

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-b

Date: May 19, 2009

Subject: Classified Personnel

1. Appointments

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

a. Management/Supervisory

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
DISTRICT				
*Sherry Stone	District Emergency Planning and Preparedness Coordinator (To be pro-rated at 50%)	05/20/09	13.0	Appointment

MORENO VALLEY CAMPUS  
(None)

NORCO CAMPUS				
*Steven Lambson	Custodial Manager	06/01/09	10.7	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>
-------------	-----------------	-----------------------	---------------	---------------

DISTRICT  
(None)

MORENO VALLEY CAMPUS  
(None)

NORCO CAMPUS  
(None)

RIVERSIDE CITY COLLEGE  
(None)

Report No.: V-A-1-b

Date: May 19, 2009

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 (None)				
MORENO VALLEY CAMPUS (None)				
NORCO CAMPUS				
*Megan Wellman	Reading Paraprofessional (To be pro-rated at 50%)	06/01/09	16-1	Appointment
*Lino Galaviz, III	Custodian	06/01/09	13-1	Appointment
RIVERSIDE CITY COLLEGE (None)				

d. Classified/Confidential – Categorically Funded

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
DISTRICT (None)				
MORENO VALLEY CAMPUS (None)				
NORCO CAMPUS (None)				
RIVERSIDE CITY COLLEGE				
Rhonda Patterson	Clerk Typist (Workforce Development)	05/20/09	13-1	Appointment

Report No.: V-A-1-b

Date: May 19, 2009

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.

2. 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 bargaining unit and management employees:

<u>Name</u>	<u>Title</u>	<u>Retroactive to:</u>
Todd Babcock	Certified Athletic Trainer	May 1, 2009
Robert Corona	Director, Center for International Trade & Development	May 5, 2009
Sandra McNabb	Custodian	April 9, 2009
Valeree Metroka	Safety and Police Dispatch Clerk	April 14, 2009
Chad Price	Officer, Safety and Police	May 4, 2009

3. None-Continuance of Probationary Employee

It is recommended the Board of Trustees ratify the non-continuance of the probationary period and employment of classified employee, Jeanette Tupper Shearer, retroactive to March 20, 2009.



Report No.: V-A-1-b

Date: May 19, 2009

Subject: Classified Personnel

4. Request for Temporary Reduced Workload During the 4/10 Work Schedule

The following classified employees have requested a temporary reduced workload during the 4/10 work schedule beginning June 15, 2009 through August 21, 2008. There will be no impact to employee medical benefits during this period;

It is recommended the Board of Trustees approve temporary reduced workloads for the following classified employees:

BEGINNING JUNE 15, 2009 – AUGUST 21, 2009:

<u>Name</u>	<u>Title</u>	<u>From</u>	<u>To</u>
Charles Abernathy	Properties & Outreach Specialist	100%	90%
Stefini Brooks	Secretary IV	100%	90%
Emile Bradshaw	Cablecast/Satellite Specialist	100%	80%
Cindy Cave	Clerk Typist	100%	80%
Greta Cohen	Secretary IV	100%	90%
Terri Erickson	Secretary IV	100%	90%
Adrienne Fisher	Secretary II	100%	80%
Beth Gilbertson	Secretary IV	100%	90%
Sandra Hakenson	Nursing Skills Lab Tech	100%	80%
Elizabeth Harvey	Occupational Education Specialist	100%	90%
Maria Maness	Matriculation Specialist	100%	80%
Sandra Noll	Instructional Department Specialist	100%	90%
Jillian Oliveras	Administrative Assistant	100%	90%
Cynthia Pardee	Community Education Supervisor	100%	80%
Mary Parker	Secretary IV	100%	80%
Rita Perez	Counseling Clerk II	100%	80%
Steven Purdy	Nursing Enrollment Technician	100%	90%
Richard Sanders	Senior Tool Room Attendant	100%	80%
Kathleen Schuman	Instructional Department Specialist	100%	80%
Yolanda Stanley	Instructional Department Specialist	100%	80%
Toni Van Buhler	Instructional Support Coordinator	100%	80%
Janelle Wortman	Secretary IV	100%	80%
Tanya Wilson	Administrative Assistant	100%	90%

BEGINNING JULY 6, 2009 – AUGUST 21, 2009:

<u>Name</u>	<u>Title</u>	<u>From</u>	<u>To</u>
Lilia Acevedo	Student Services Specialist	100%	90%
Michelle Dassow	Student Services Technician	100%	90%
Tabitha Fuller	Academic Evaluations Specialist	100%	90%
Helena Largent	Veterans Services Technician	100%	92.5%
Bernadette Rochin	Student Services Technician	100%	90%

Report No.: V-A-1-b

Date: May 19, 2009

Subject: Classified Personnel

5. Separations

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

It is recommended the Board of Trustees receive, for information only, the resignation of the individuals listed below:

<u>Name</u>	<u>Title</u>	<u>Last Day of Employment</u>	<u>Reason</u>
Becky Elam	Vice President, Business Services (Riverside City College)	July 17, 2009	Personal
Peggy Gutierrez	Emancipation Coach	May 15, 2009	Personal
*Angie Topete	Occupational Education Assistant	May 15, 2009	Personal

Report No.: V-A-1-b

Date: May 19 2009

Subject: Classified Personnel

Submitted by:



---

Melissa Kane  
Vice Chancellor, Diversity and Human  
Resources

Transmitted to the Board by:



---

Irving G. Hendrick  
Interim Chancellor

Concurred by:



---

Chris Carlson  
Chief of Staff/Executive Assistant to  
the Chancellor

Concurred by:

---

Jan Muto  
President, Riverside City College



---

Ray Maghroori  
Vice Chancellor, Academic Affairs

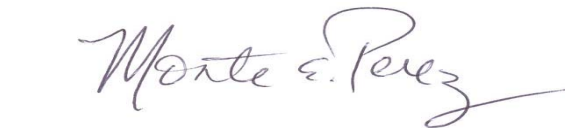
---

Brenda Davis  
President, Norco Campus



---

James Buysse  
Vice Chancellor, Administration and Finance  
and Finance



---

Monte Perez  
President, Moreno Valley Campus



---

Linda Lacy  
Vice Chancellor, Student Services/Operations

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-2

Date: May 19, 2009

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 \$5,719,614 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 (numbers 135446-137085) totaling \$6,075,309 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, on a sample basis, 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 \$5,719,614 and District Warrant Claims totaling \$6,075,309.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Doretta Sowell  
Purchasing Manager

Report of Purchases-All District Funds  
 \$76,700 and over  
 4/1/09 thru 4/30/09

PO Number	Department	Vendor	Description	Amount
P0019508	Learning Resource Center - RIV	Dell Computers	Comp Equip Additional \$200-\$4999	80,304
C0002490	Dean of Instruction - MV	Nuview Bridge Early College HS	Early College High School Grant	118,379
P0018749	Open Campus	Blackboard Inc	Software Licsence Fee	124,400
C0002489	Facilities - NOR	River City Testing	DSA Inspector-Norco Student Support Center	396,300
C0001631	Academy / Criminal Services	Riverside County	Rental of Ben Clark Facilities	445,979
P0019354	Facilities - NOR	Nexus IS, Inc	Comp Equip Additional \$5000 >	680,317
				<u>\$1,845,679</u>
			All Purchase Orders, Contracts and Additions <u>over \$76,700 for the Period 4/1/09-4/30/09</u>	
			Contracts C2473 - C2495	1,148,398
			Contracts Additions - C1631 - C1872	
			Purchase Orders - P18729 - P19522	2,607,720
			Purchase Orders Additions - P17468 - P18723	
			Blanket Purchase Orders - B5053 - B5121	117,817
			Blanket Purchase Orders Additions - B4971	
			Total	<u>\$3,873,935</u>
			Grand Total	<u><u>\$5,719,614</u></u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 19, 2009

Subject: Budget Adjustments

Background: The 2008-09 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). Additionally, at the close of each fiscal year, it is necessary for the Board to grant authority to make necessary balancing transfers among the various accounts and funds of the district. The following budget transfers have been requested:

<u>Program</u>	<u>Account</u>	<u>Amount</u>
1. Transfer to provide for meeting expenses.		
From: Chancellor's Office	Periodicals/Magazines	\$ 1,000
To: Chancellor's Office	Meeting Expenses	\$ 1,000
2. Transfer to purchase office supplies and equipment.		
From: Academic Affairs - District	Budget Augmentation Acct.	\$ 8,050
To: Academic Affairs - District	Periodicals/Magazines	\$ 450
	Supplies	3,850
	Equipment	1,392
	Equipment Replacement	2,358
3. Transfer to provide for office window tinting.		
From: Student Services - District	Budget Augmentation Acct.	\$ 489
To: Student Services - District	Fixtures & Fixed Equipment	\$ 489

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 19, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
4. Transfer to purchase equipment.		
From: Grants Department – District	Travel Expenses	\$ 5,416
To: Grants Department - District	Equipment Replacement	\$ 5,416
5. Transfer to reallocate the Title V – Riverside grant budget. (Fund 12, Resource 1190)		
From: Title V - Riverside	Academic Special Project	\$ 1,600
To: Title V - Riverside	Lecturers Equipment	\$ 300 1,300
6. Transfer to purchase a laptop computer.		
From: Institutional Effectiveness	Supplies	\$ 400
To: Institutional Effectiveness	Equipment	\$ 400
7. Transfer to provide for mileage reimbursements.		
From: Effectiveness Services	Reference Books	\$ 150
To: Effectiveness Services	Mileage	\$ 150
8. Transfer to provide for a SafetyPERS study by CalPERS.		
From: Finance – Salary Savings	Classified FT	\$ 2,100
To: Personnel Management	Professional Services	\$ 2,100

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 19, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
9. Transfer to purchase equipment. (Fund 12, Resource 1190)		
From: Dental Assistant – VTEA Title I-C	Instructional Supplies	\$ 14,052
	Comp Software Maint/Lic	332
To: Dental Assistant – VTEA Title I-C	Equipment	\$ 14,384
10. Transfer to purchase equipment. (Fund 12, Resource 1190)		
From: Graphics – VTEA Title I-C	Conferences	\$ 1,402
Information Tech. – VTEA Title I-C	Instructional Supplies	2,511
Physician Asst. – VTEA Title I-C	Comp Software Maint/Lic	1,475
Dental Hygienist – VTEA Title I-C	Reference Books	659
To: Graphics – VTEA Title I-C	Equipment	\$ 6,047
11. Transfer to purchase equipment. (Fund 12, Resource 1190)		
From: Counseling – VTEA Title I-C	Academic PT Non-Instr.	\$ 5,181
	Employee Benefits	650
	Supplies	2,075
Instructional Supp. – VTEA Title I-C	Academic Special Project	3,000
	Classified Hourly	2,815
	Employee Benefits	340
Allied Health – VTEA Title I-C	Academic Special Project	1,243
Applied Tech. – VTEA Title I-C	Academic Special Project	8,400
	Employee Benefits	2,008
Dean of Instr. MV – VTEA Title I-C	Academic Special Project	7,500
Registered Nursing – VTEA Title I-C	Instructional Supplies	4,172
Information Tech – VTEA Title I-C	Comp. Software Maint/Lic	5,779
To: Film/TV – VTEA Title I-C	Equipment	\$ 43,163



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 19, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
12. Transfer to provide for furniture assembly. (Fund 12, Resource 1190)		
From: Econ. Dev. – Tri Tech	Classified FT Administrator	\$ 700
To: Econ. Dev. – Tri Tech	Other Services	\$ 700
13. Transfer to provide for printing. (Fund 12, Resource 1190)		
From: CA Transportation & Logistics	Mileage	\$ 47
To: CA Transportation & Logistics	Copying and Printing	\$ 47
14. Transfer to provide for training services. (Fund 12, Resource 1190)		
From: CITD grant	Student Help – Non-Instr.	\$ 1,350
	Classified Hourly	373
	Equipment	1,129
To: CITD grant	Professional Services	\$ 2,852
15. Transfer to purchase equipment.		
From: Admissions & Records - District	Supplies	\$ 1,234
	Other Services	429
To: Admissions & Records - District	Equipment Replacement	\$ 1,663
16. Transfer to provide for equipment maintenance. (Fund 12, Resource 1070)		
From: Student Health Svcs - District	Equipment	\$ 2,000
To: Student Health Svcs - District	Other Services	\$ 2,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 19, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
17. Transfer to provide for supplies and conferences. (Fund 12, Resource 1050)		
From: Parking – SQAMD - Riverside	Classified Hourly	\$ 10,000
To: Parking – SQAMD - Riverside	Supplies	\$ 2,000
Parking – SQAMD - District	Conferences	8,000
18. Transfer to provide for the installation of data ports.		
From: Financial Aid - District	Memberships	\$ 1,250
To: Financial Aid – Moreno Valley	Fixtures & Fixed Equipment	\$ 1,250
19. Transfer to reallocate the School for the Arts budget.		
From: School for the Arts	Meeting Expenses	\$ 330
	Conferences	776
	Comp Software Maint/Lic	1,093
To: School for the Arts	Classified Special Project	\$ 1,600
	Employee Benefits	149
	Reference Books	50
	Periodical/Magazines	85
	Supplies	80
	Software	235
20. Transfer to purchase textbooks. (Fund 12, Resource 1190)		
From: Post-Emancipation Svcs.	Other Services	\$ 6,000
To: Post-Emancipation Svcs.	Instructional Supplies	\$ 6,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 19, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
21. Transfer to purchase computer equipment. (Fund 12, Resource 1190)		
From: Gateway to College	Other Services	\$ 1,200
To: Gateway to College	Equipment Replacement	\$ 1,200
22. Transfer to purchase computer equipment. (Fund 12, Resource 1190)		
From: Temp. Assist. to Needy Families	Classified FT Administrator	\$ 5,056
	Employee Benefits	4,293
	Instructional Supplies	9,000
	Supplies	1,232
	Mileage	3,782
	Conferences	1,635
	Other Services	536
To: Temp. Assist. to Needy Families	Equipment Replacement	\$ 25,534
23. Transfer to purchase equipment and software licenses. (Fund 12, Resource 1190)		
From: Cal Works Placement	Classified FT	\$ 2,932
	Employee Benefits	2,258
Cal Works Coordination	Classified FT	2,000
	Employee Benefits	400
To: Cal Works Coordination	Equipment Replacement	\$ 7,190
	Comp Software Maint/Lic	400
24. Transfer to purchase computer equipment.		
From: Campus & Admin. Salary Savings	Academic FT Administrator	\$ 83,704
To: AV Labs & Services - Riverside	Equipment	\$ 83,704

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 19, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
25. Transfer to purchase repair parts.		
From: Equipment Maintenance - Riverside	Repairs	\$ 20,000
Building Maintenance - Riverside	Temporary Services	32,059
To: Custodial Services - Riverside	Repair Parts	\$ 26,029
Building Maintenance - Riverside	Repair Parts	26,030
26. Transfer to provide for part-time hourly help.		
From: Art Gallery - Riverside	Academic Special Project	\$ 47
	Reference Books	234
	Periodicals/Magazines	209
	Copying and Printing	99
	Postage	1,347
	Lecturers	209
	Travel Expenses	70
	Memberships	289
To: Art Gallery – Riverside	Classified Hourly	\$ 2,404
	Employee Benefits	100
27. Transfer to purchase supplies.		
From: Fine & Applied Arts - Riverside	Equipment	\$ 220
To: Fine & Applied Arts - Riverside	Supplies	\$ 220

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 19, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
28. Transfer to purchase office and instructional supplies.		
From: Music - Riverside	Rents and Leases	\$ 715
	Repairs	3,186
Guitar Ensemble – Riverside	Travel Expenses	450
To: Music - Riverside	Instructional Supplies	\$ 3,901
Guitar Ensemble – Riverside	Supplies	450
29. Transfer to provide for professional services and equipment.		
From: Off Broadway Play Series	Theatre Supplies	\$ 1,483
	Copying and Printing	526
Dramatic Arts	Instructional Supplies	45
To: Dramatic Arts	Professional Services	\$ 1,390
	Equipment	664
30. Transfer to reallocate the Academic Affairs – Riverside campus budget.		
From: Academic Affairs - Riverside	Other Services	\$ 44,094
To: Academic Affairs - Riverside	Academic Special Project	\$ 4,400
	Employee Benefits	498
	Instructional Supplies	900
	Equipment	18,000
	Remodel Project	20,296

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 19, 2009

Subject: Budget Adjustments (continued)

	<u>Program</u>	<u>Account</u>	<u>Amount</u>
31. Transfer to reallocate the Basic Skills Reappropriation grant budget. (Fund 12, Resource 1190)			
From:	Basic Skills Reappropriation - Riv	Classified Hourly	\$ 79
	Mathametics-Basic Skills – Riv	Classified Hourly	3,000
To:	Basic Skills Reappropriation - Riv	Academic Special Project	\$ 900
		Employee Benefits	10
		Copying and Printing	359
		Supplies	1090
		Conferences	720
32. Transfer to reallocate the Basic Skills Immigrant Education grant budget. (Fund 12, Resource 1190)			
From:	Basic Skills & Immigrant Ed. - Riv	Academic Special Project	\$ 36
		Supplies	400
To:	English-Basic Skills/Immig. Ed-Riv	Instr. Aides, Other Overtime	\$ 18
	Hum. & S.S.-Basic Skills/Immig. Ed	Instr. Aides, Other Overtime	18
	Basic Skills & Immigrant Ed. – Riv	Equipment	400
33. Transfer to provide for food and a lecturer for the CAP Learning Community Institute. (Fund 12, Resource 1190)			
From:	Basic Skills/ESL - Riverside	Classified Hourly	\$ 5,180
To:	Basic Skills/ESL - Riverside	Food	\$ 3,000
		Lecturers	2,180

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 19, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
34. Transfer to provide for software and a remodeling project. (Fund 12, Resource 1190)		
From: CCRAA Step Up to Success Coop.	Rents and Leases	\$ 144,000
To: CCRAA Step Up to Success Coop.	Software	\$ 25,000
	Remodel Project	119,000
35. Transfer to purchase equipment.		
From: Middle College H.S. - Riverside	Supplies	\$ 457
To: Middle College H.S. - Riverside	Equipment	\$ 457
36. Transfer to provide for an academic special project and instructional supplies. (Fund 12, Resource 1190)		
From: Improvement of Post Second. Educ.	Other Services	\$ 14,526
To: Improvement of Post Second. Educ.	Academic Special Project	\$ 2,000
	Employee Benefits	226
	Instructional Supplies	12,300
37. Transfer to provide for an alarm system service call.		
From: Assoc. Dean Educ. Pgm - Riverside	Supplies	\$ 85
To: Assoc. Dean Educ. Pgm - Riverside	Other Services	\$ 85

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 19, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
38. Transfer to purchase laptop computers and supplies.		
From: President – Riverside	Budget Augmentation Acct.	\$ 5,402
To: President - Riverside	Equipment	\$ 3,611
	Supplies	1,791
39. Transfer to purchase repair parts and supplies.		
From: Voice Communication Svcs - Riv	Equipment	\$ 631
To: Voice Communication Svcs - Riv	Repair Parts	\$ 308
	Supplies	323
40. Transfer to purchase equipment.		
From: English - Riverside	Instructional Supplies	\$ 1,000
To: English - Riverside	Equipment	\$ 1,000
41. Transfer to purchase computer equipment.		
From: Forensics Program - Riverside	Conferences	\$ 3,000
To: Forensics Program - Riverside	Equipment	\$ 3,000
42. Transfer to purchase a printer.		
From: Information Technology - Riv	Student Help – Instructional	\$ 5,586
	Employee Benefits	73
To: Information Technology - Riv	Equipment Replacement	\$ 5,659



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 19, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
43. Transfer to purchase instructional supplies.		
From: Media & Communications - Riv	Repairs	\$ 470
	Equipment	975
To: Media & Communications - Riv	Instructional Supplies	\$ 1,445
44. Transfer to purchase instructional supplies and repair parts.		
From: Automotive Tech - Riverside	Equipment	\$ 1,000
General Motors - Riverside	Postage	255
	Conferences	230
	Advertising	725
To: Automotive Tech - Riverside	Instructional Supplies	\$ 1,000
General Motors - Riverside	Repair Parts	1,210
45. Transfer to provide for license fees. (Fund 33, Resource 3300)		
From: Child Development Center - Riv	Supplies	\$ 1,150
To: Child Development Center - Riv	License Fees	\$ 1,150
46. Transfer to purchase computer equipment.		
From: Early Childhood Studies - Stokoe	Instructional Supplies	\$ 28,357
To: Early Childhood Studies - Stokoe	Equipment	\$ 28,357

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 19, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
47. Transfer to purchase computer equipment.		
From: Allied Health - Riverside	Supplies	\$ 1,707
Registered Nursing – Riverside	Instructional Supplies	2,500
	Supplies	1,100
	Other Services	1,545
To: Allied Health - Riverside	Equipment Replacement	\$ 1,922
Registered Nursing - Riverside	Equipment Replacement	4,930
48. Transfer to provide for software upgrades and repair service. (Fund 12, Resource 1190)		
From: Regist. Nursing – CTE Enroll.	Instructional Supplies	\$ 3,596
To: Regist. Nursing – CTE Enroll.	Comp Software Maint/Lic	\$ 2,755
	Repairs	841
49. Transfer to purchase computer equipment.		
From: Library - Riverside	Travel Expenses	\$ 2,152
To: Library - Riverside	Equipment Replacement	\$ 2,152
50. Transfer to provide for part-time hourly help. (Fund 12, Resource 1190)		
From: Library – CCLPEP grant	Academic PT Non-Instr.	\$ 14
	Supplies	318
To: Library – CCLPEP grant	Classified Hourly	\$ 15
	Employee Benefits	317

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 19, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
51. Transfer to provide for printing and supplies.		
From: Student Services - Riverside	Other Services	\$ 300
To: Student Services - Riverside	Copying and Printing Supplies	\$ 150 150
52. Transfer to provide for printing and supplies.		
From: Puente Project - Riverside	Travel Expenses Conferences	\$ 1,112 800
To: Puente Project - Riverside	Copying and Printing Supplies	\$ 800 1,112
53. Transfer to purchase supplies and equipment.		
From: Campus Student Svcs - Riverside	Mileage	\$ 600
Student Equity – Riverside	Conferences Transportation	160 195
To: Campus Student Svcs - Riverside	Supplies Equipment Replacement	\$ 905 50

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 19, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
54. Transfer to provide for a part-time hourly instructional aid and for repairs.		
From: Intercollegiate Athletics - Riv	Instructional Supplies	\$ 1,766
	Instructional Media Material	465
	Periodicals/Magazines	150
	Health Supplies	1,842
Intramural Sports – Riverside	Equipment	9,800
To: Intercollegiate Athletics - Riv	Instructional Aides, Hourly	\$ 4,098
	Employee Benefits	125
	Repairs	9,800
55. Transfer to provide for part-time hourly student help.		
From: Student Ambassadors	Mileage	\$ 405
To: Student Ambassadors	Student Help – Non-Instr.	\$ 400
	Employee Benefits	5
56. Transfer to provide for a membership and for cell phone service.		
From: Student Co-Curricular Act. - Riv	Copying and Printing	\$ 100
	Supplies	500
To: Student Co-Curricular Act. - Riv	Memberships	\$ 100
	Cellular Telephone	500
57. Transfer to purchase equipment.		
From: International Students - Riverside	Scouting	\$ 1,000
To: International Students - Riverside	Equipment Replacement	\$ 1,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 19, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
58. Transfer to provide for parking structure speed bumps. (Fund 12, Resource 1050)		
From: Parking – Riverside	Classified FT	\$ 9,804
To: Parking/Facilities – Riverside	Construction Contract	\$ 9,804
59. Transfer to purchase chairs. (Fund 12, Resource 1190)		
From: Matriculation – Counseling - Riv	Supplies	\$ 3,067
Matriculation – OR/AS/AD – Riv	Classified Hourly	500
To: Matriculation – Counseling - Riv	Equipment Replacement	\$ 3,567
60. Transfer to provide for part-time hourly grounds help.		
From: Campus Admin. Svcs - Norco	Budget Augmentation Acct.	\$ 20,612
To: Grounds Maintenance - Norco	Classified Hourly Employee Benefits	\$ 20,000 612
61. Transfer to provide for installation of an audio/visual control system in the Norco theatre building. (Fund 12, Resource 1190)		
From: Campus Admin. Svcs-Instr. Equip.	Equipment	\$ 1,070
To: AV Labs & Svcs-Instr. Equip.	Other Services	\$ 1,070
62. Transfer to purchase storage cabinets.		
From: Hazardous Materials - Norco	Waste Disposal	\$ 2,632
To: Hazardous Materials - Norco	Equipment	\$ 2,632

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 19, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
63. Transfer to purchase chairs.		
From: Academic Affairs - Norco	Copying and Printing	\$ 471
	Rents and Leases	1,415
Campus Student Svcs – Norco	Mileage	1,000
	Conferences	388
President – Norco	Budget Augmentation Acct.	7,058
To: Academic Affairs - Norco	Equipment Replacement	\$ 1,886
Campus Student Svcs – Norco	Equipment Replacement	1,388
President – Norco	Equipment	7,058
64. Transfer to provide for part-time hourly student help.		
From: President - Norco	Budget Augmentation Acct.	\$ 4,118
To: Library - Norco	Student Help – Non-Instr.	\$ 4,065
	Employee Benefits	53
65. Transfer to purchase a color printer.		
From: President - Norco	Other Services	\$ 1,396
To: President - Norco	Equipment Replacement	\$ 1,396
66. Transfer to provide for commencement services.		
From: Commencement - Norco	Commencement Supplies	\$ 1,005
To: Commencement - Norco	Rents and Leases	\$ 725
	Other Services	280

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 19, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
67. Transfer to provide for academic and classified special projects. (Fund 12, Resource 1190)		
From: Title V - HSI Coop Program - Norco	Conferences	\$ 6,000
	Other Services	6,000
	Equipment	4,000
	Equipment Replacement	9,000
To: Title V - HSI Coop Program - Norco	Academic Special Project	\$ 10,000
	Classified Special Project	15,000
68. Transfer to purchase equipment.		
From: Dean of Instruction – Norco	Academic Special Project	\$ 6,047
	Employee Benefits	684
	Reference Books	202
	Instructional Supplies	1,260
	Periodicals/Magazines	189
	Copying and Printing	124
	Postage	85
	Professional Services	130
	Mileage	400
	Conferences	556
	Memberships	112
	Comp Software Maint/Lic	161
Dean of Instruction – Norco	Equipment	\$ 9,950
69. Transfer to purchase software.		
From: English – Norco	Conferences	\$ 178
To: English – Norco	Software	\$ 178

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 19, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
70. Transfer to purchase storage cabinets.		
From: Physical Education – Norco	Instructional Supplies	\$ 1,127
To: Physical Education – Norco	Equipment	\$ 1,127
71. Transfer to provide for website creation services.		
From: Manuf. and Indust. Tech – Norco	Instructional Supplies	\$ 500
To: Manuf. And Indust. Tech – Norco	Professional Services	\$ 500
72. Transfer to purchase instructional supplies.		
From: Engineering – Norco	Conferences	\$ 16
To: Engineering – Norco	Instructional Supplies	\$ 16
73. Transfer to purchase office supplies.		
From: Library – Norco	Repairs	\$ 1,000
To: Library – Norco	Supplies	\$ 1,000
74. Transfer to provide for memberships.		
From: Campus Student Services – Norco	Supplies	\$ 150
To: Campus Student Services – Norco	Memberships	\$ 150



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 19, 2009

Subject: Budget Adjustments (continued)

	<u>Program</u>	<u>Account</u>	<u>Amount</u>
75. Transfer to provide for mileage reimbursements and meeting expenses.			
From:	Student Co-Curricular Act. – Norco	Supplies	\$ 242
To:	Student Co-Curricular Act. – Norco	Mileage	\$ 151
		Meeting Expenses	91
76. Transfer to purchase postage and equipment for the Norco Matriculation office. (Fund 12, Resource 1190)			
From:	Matric. – Couns. & Guidance	Supplies	\$ 3,078
To:	Matric. – Couns. & Guidance	Equipment	\$ 949
		Equipment Replacement	1,160
		Postage	100
	Matric. – Admis. & Records	Equipment Replacement	869
77. Transfer to purchase equipment for the Norco Career/Transfer Center and Outreach Office.			
From:	Campus Student Services – Norco	Conferences	\$ 3,485
To:	Transfer Center – Norco	Equipment	\$ 1,958
	Community Outreach – Norco	Equipment	1,527
78. Transfer to purchase food supplies. (Fund 32, Resource 3200)			
From:	Food Services – Norco	Laundry and Cleaning	\$ 2,000
To:	Food Services – Norco	Beverage	\$ 2,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 19, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
79. Transfer to provide for part-time hourly help, equipment rental and purchase of waste receptacles.		
From: Building Maintenance – MV	Fixtures & Fixed Equipment	\$ 15,500
To: EOPS – Moreno Valley	Classified Hourly	\$ 3,500
	Employee Benefits	108
Campus Administrative Svcs – MV	Classified Hourly	6,687
	Employee Benefits	205
Commencement – Mo Val	Rents and Leases	4,000
President – Moreno Valley	Supplies	1,000
80. Transfer to provide for memberships.		
From: Emergency Medical Svcs – MV	Instructional Supplies	\$ 600
To: Emergency Medical Svcs – MV	Memberships	\$ 600
81. Transfer to purchase instructional DVD's. (Fund 12, Resource 1190)		
From: Equipment Grant – EMS	Equipment	\$ 473
Equipment Grant – Phys. Asst.	Equipment	415
Equipment Grant – Med. Asst.	Equipment	30
To: Equipment Grant – EMS	Instructional Media Material	\$ 473
Equipment Grant – Phys. Asst.	Instructional Media Material	445

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 19, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
82. Transfer to reallocate the Basic Skills Immigrant Education grant budget. (Fund 12, Resource 1190)		
From: Academic Affairs–Basic Skills – MV	Academic Special Project	\$ 8,200
	Employee Benefits	657
	Conferences	476
To: Math – Basic Skills – MV	Instructional Aides, Hourly	\$ 8,857
Academic Affairs-Basic Skills – MV	Copying and Printing	141
	Equipment	335
83. Transfer to provide for classified overtime expenses. (Fund 12, Resource 1190)		
From: Acad. Affairs-Basic Skills/ESL-MV	Academic Special Project	\$ 1,963
	Employee Benefits	37
To: Acad. Affairs-Basic Skills/ESL-MV	Classified Overtime	\$ 2,000
84. Transfer to provide for a part-time hourly student help, printing, supplies and equipment.		
From: President – Moreno Valley	Budget Augmentation Acct.	\$ 3,001
To: College Admin. Svcs. – MV	Student Help – Non-Instr.	\$ 1,607
	Employee Benefits	21
	Copying and Printing	367
	Supplies	706
President – Moreno Valley	Equipment	300

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 19, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
85. Transfer to reallocate the Title – V – HSI Cooperative MV/UCR grant budget. (Fund 12, Resource 1190)		
From: President – Title V – MV	Academic PT Non-Instr. Equipment	\$ 3,393 8,037
To: President – Title V – MV	Classified Special Project Employee Benefits Reference Books Periodicals/Magazines Supplies Lecturers Professional Services Memberships Comp Software Maint/Lic	\$ 1,396 1,319 1,723 997 2,000 120 1,200 79 2,596
86. Transfer to purchase supplies.		
From: Middle College H.S. – MV	Postage Repairs	\$ 200 1,034
To: Middle College H.S. – MV	Supplies	\$ 1,234
87. Transfer to purchase a laptop computer and new video/printing equipment.		
From: AV Labs and Services – MV	Supplies Repair Parts	\$ 1,028 762
To: AV Labs and Services – MV	Equipment	\$ 1,790

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 19, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
88. Transfer to purchase instructional supplies and software licenses. (Fund 12, Resource 1190)		
From: ESL – Basic Skills/Immig. Educ.	Academic PT Teaching	\$ 8,205
	Employee Benefits	928
Counseling-Basic Skills/Immig. Educ.	Academic PT Non-Instr.	900
Acad. Aff.-Basic Skills/Immig. Educ.	Academic Special Project	220
To: Acad. Aff.–Basic Skills/Immig. Educ.	Instructional Supplies	\$ 5,220
	Comp Software Maint/Lic	5,033
89. Transfer to purchase a copier and a computer.		
From: Public Svc & Criminal Justice – MV	Consultants	\$ 12,500
Police Academy – MV	Copying and Printing	11,200
	Conferences	3,400
To: Fire Technology – MV	Equipment Replacement	\$ 12,500
Police Academy – MV	Equipment	13,400
	Equipment Replacement	1,200
90. Transfer to provide for part-time hourly student help.		
From: Library – Moreno Valley	Periodicals/Magazines	\$ 630
To: Library – Moreno Valley	Student Help – Non-Instr.	\$ 622
	Employee Benefits	8
91. Transfer to purchase supplies.		
From: A&R. OR/AS/AD Placement – MV	Mileage	\$ 39
To: A&R. OR/AS/AD Placement – MV	Supplies	\$ 39

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 19, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
92. Transfer to purchase furniture.		
From: Financial Aid Admin. – MV	Supplies	\$ 190
To: Financial Aid Admin. – MV	Equipment Replacement	\$ 190
93. Transfer to purchase new software, supplies and software upgrades. (Fund 12, Resource 1190)		
From: President – Instr. Equip. – MV	Equipment	\$ 6,443
AV Labs & Svc. – Instr. Equip. – MV	Equipment	1,978
To: Library – Instr. Equip. – MV	Software	\$ 3,123
	Supplies	1,947
	Comp Software Maint/Lic	3,351
94. Transfer to purchase supplies.		
From: Campus Admin. Svcs–One Time–MV	Equipment	\$ 8,203
To: Geography – One Time - MV	Supplies	\$ 3,718
English – One Time – MV	Supplies	1,913
Hum. & Soc. Sci. – One Time – MV	Supplies	59
Mathematics – One Time – MV	Supplies	593
Counseling & Guid.–One Time–MV	Supplies	1,920

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 19, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
95. Transfer to reallocate the Disabled Students Programs and Services budget. (Fund 12, Resource 1190)		
From: DSPS – Riverside	Academic FT Non-Instr.	\$ 54,421
	Other Services	21,878
DSPS – Norco	Other Services	12,185
To: DSPS – Riverside	Instructional Aides, Hourly	\$ 2,465
	Student Help – Non-Instr.	5,000
	Supplies	14,500
	Equipment	14,921
	Equipment Replacement	25,153
DSPS – Norco	Supplies	2,000
	Equipment	3,812
	Equipment Replacement	6,613
DSPS – Moreno Valley	Supplies	2,210
	Equipment	3,810
	Equipment Replacement	8,000

Recommended Action: It is recommended that the Board of Trustees approve the budget transfers as presented. It is further recommended that the Board of Trustees authorize making the necessary balancing transfers among the various accounts and funds of the District.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Aaron S. Brown  
Associate Vice Chancellor, Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-b-1

Date: May 19, 2009

Subject: Resolution to Amend Budget – Resolution No. 49-08/09  
2008-2009 California Articulation Number Program

Background: The Riverside Community College District has received additional funding for the 2008-2009 California Articulation Number Program in the amount of \$3,000 from the California Community College Chancellor's Office. The funds will be used for supplies.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$3,000 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Debbie DiThomas  
Associate Vice Chancellor, Student Services/Operations

Judy Haugh  
District Articulation Officer



RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 49-08/09

2008-2009 California Articulation Number Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$3,000 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 May 19, 2009.

---

Clerk or Authorized Agent



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

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

Date: May 19, 2009

Subject: Resolution to Amend Budget – Resolution No. 50-08/09  
2008-2009 Faculty & Staff Diversity Program

Background: The Riverside Community College District has received additional funding for the 2008-2009 Faculty & Staff Diversity Program in the amount of \$2,674 from the California Community College Chancellor's Office. The funds will be used for supplies.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$2,674 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Chani Beeman  
Director, Diversity, Equity and Compliance

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 50-08/09

2008-2009 Faculty & Staff Diversity Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$2,674 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 May 19, 2009.

---

Clerk or Authorized Agent



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-c

Date: May 19, 2009

Subject: Contingency Budget Adjustments

Background: The 2008-09 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 expenditure budgets be increased by transferring budget from available contingency balances. The following contingency budget adjustments have been requested:

	<u>Program</u>	<u>Account</u>	<u>Amount</u>
1.	Transfer to provide additional Measure C funds for the Wheelock Gymnasium, Seismic Retrofit Project – Riverside; approved by the Board of Trustees on April 28, 2009, Board Report No. VI-B-3. (Fund 41, Resource 4160)		
	From: GO Bond Capital Project	Contingency	\$ 907,764
	To: Facilities	Riverside Campus	\$ 907,764

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.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Aaron S. Brown  
Associate Vice Chancellor, Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: May 19, 2009

Subject: Out-of-State Travel

Board Policy 6900 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. Heather Smith, assistant professor, biology, Riverside City College, to travel to Las Cruces, New Mexico, May 9-16, 2009, to attend the 2009 National Cooperative Soil Survey National Conference. There is no cost to the district. (Notification of travel was on April 23, 2009, which was too late to submit for April Board report.)
- 2) Dr. Kristi Woods, associate professor, history, Riverside City College, to travel to Seattle, Washington, March 25-28, 2009, to attend the Organization of American Historians Conference. Estimated cost: \$1,215.00. Funding sources: \$386.20 from the general fund and \$828.80 to be paid by employee. (The travel form was not sent in time for inclusion on March Board report.)

Current:

*Moreno Valley Campus:*

- 1) Dr. Chris Nollette, assistant professor/director, emergency medical services and paramedic programs, to travel to Poteau, Oklahoma, June 8-11, 2009, to attend the Kiamichi Technology Center-Committee of Accreditation of Education Programs for the Emergency Medical Services Professionals as a site visitor for an on-site evaluation of Kiamichi Technology Center. There is no cost to the district.
- 2) Ms. Reagan Romali, vice president, business services, to travel to Boston, Massachusetts, June 26-30, 2009, to attend the National Association of College and University Business Officers 2009 Annual Conference. Estimated cost: \$2,612.50. Funding source: the general fund.
- 3) Ms. Ingrid Wicken, associate professor, physical education, to travel to Seattle, Washington, May 27-30, 2009, to attend the American College of Sports Medicine Annual Meeting. Estimated cost: \$1,215.00. Funding sources: \$300.00 from Faculty Development Fund and \$915.00 from the general fund.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: May 19, 2009

Subject: Out-of-State Travel (continued)

*Riverside City College:*

- 1) Ms. Sandra Fontana, associate professor, American sign language, to travel to Portland, Oregon, July 21-26, 2009, to attend the Deaf Women United 12<sup>th</sup> National Conference. Estimated cost: \$1,929.71. Funding sources: \$200.00 from the general fund and \$1,729.71 to be paid by the employee.
- 2) Mr. Ted Hewitt, adjunct instructor, graphic technology, to travel to Yellowstone National Park, Wyoming, June 11-19, 2009, to participate in a photography club trip. Estimated cost: \$735.75. Fund source: the general fund.
- 3) Ms. Aya Saito, international students and programs specialist, International Students, to travel to Cairo, Egypt, June 18-30, 2009, to attend the Pre-Departure Orientation for the Egyptian Students (The California Community Colleges Initiative for Egypt). Estimated cost: \$3,767.10. Funding source: the general fund.

*Riverside Community College District:*

- 1) Mr. Darren Dong, director, communications and web development, to travel to Gettysburg, Pennsylvania, June 2-7, 2009, to attend the Portal 2009 Conference. Estimated cost: \$1,751.97. Funding source: the general fund.
- 2) Mr. Jeffrey Williamson, statewide director, Center for International Trade Development, to travel to Cairo, Egypt, June 18-25, 2009, to attend the Pre-Departure Orientation for the Egyptian Students (The California Community Colleges Initiative for Egypt). There is no cost to the district.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Kathy Tizcareno  
Administrative Assistant



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-6-a

Date: April 28, 2009

Subject: Contracts and Agreements Report Less than \$76,700 – 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 \$76,700. The attached listing of contracts and agreements under \$76,700 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 2008-2009. The contracts and agreements have been executed pursuant to the boards' 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 \$158,317.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Doretta Sowell  
Purchasing Manager

Contracts and Agreements Report-All District Funds  
 \$76,700 and under  
 4/1/09 thru 4/30/09

PO Number	Department	Vendor	City	Description	Amount
C0001872	Facilities - NOR	Premier Commercial Bank	Anaheim	Norco Phase III-Escrow Accounts	19,528
C0002473	Community & Economic Development	Thomas Publishing Company, LLC	New York	Advertisement	500
C0002474	Public Affairs & Institutional Advance	Press Enterprise	Riverside	Advertising	15,000
C0002475	Performance Riverside	Music Theatre International	New York	Royalty License Fee-Aida	6,300
C0002476	Dean of Education - RIV	Riggs, Laurie	Redlands	Grant Evaluation Services	3,500
C0002477	Performance Riverside	Music Theatre International	New York	Royalty License Fee-Singin' In The Rain	6,100
C0002478	Performance Riverside	Music Theatre International	New York	Royalty License Fee-Unsinkable Molly Brown	6,100
C0002479	Performance Riverside	Theatrical Rights Worldwide	New York	Royalty License Fee-All Shook Up	12,185
C0002480	Allied Health - RIV	Linda Caputi, Inc	Saint Charles	Lecturer	5,600
C0002481	Diversity, Equity & Compliance	Riverside Marriott	Riverside	Rental AV Equipment	453
C0002482	Customized Solutions	Behavioral Momentum Associates, LLC	Corona	Training	500
C0002483	Business, Engineering & Info Sys-NOR	Corona - Norco Unified School Dist.	Corona	Facilities Usage	14,934
C0002484	Health Sciences Programs - MV	City of Moreno Valley	Moreno Valley	Fingerprinting Services	1,000
C0002485	Community & Economic Development	Umanageit & Associates	Riverside	Training	3,925
C0002486	Counseling - RIV	OCE North America, Inc.	Ontario	Copier/Maintenance Agreement	9,898
C0002487	Health Sciences Programs - MV	Verified Credentials, Inc	Lakeville	Background Checks	5,940
C0002488	Facilities - NOR	Adecco USA, Inc.	Ontario	Temporary Services	13,000
C0002491	Student Services - NOR	Oak Glen Christian Conference Center	Yucaipa	Upward Bound Retreat-Corona	5,809
C0002492	Student Services - NOR	Oak Glen Christian Conference Center	Yucaipa	Upward Bound Retreat-Alvord	5,233
C0002493	Facilities - NOR	GKKWorks	Irvine	Norco Soccer Field-Landscape Design	18,820
C0002494	Student Services - NOR	California Baptist University	Riverside	Catering/ Room Fee	2,392
C0002495	Student Services - NOR	Community Construction Inc	Pomona	Professional Service Upward Bound	1,600
N/A	Performing Arts	Chaminade College Preparatory	West Hill	Prop Renting	No Cost
N/A	Applied Technology	City of Moreno Valley	Moreno Valley	Student Film Permits	No Cost
N/A	Community Education	Distance Learning Company	Santa Rosa	Online Distant Learning Content Courses	No Cost
N/A	Community Education	Additions to Approved/Ratify Contracts of \$76,700 and Under	Napa	New Student Fee Structure-Revenue	No Cost
		Boston Reed College			
				Total	<u>\$158,317</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
MORENO VALLEY CAMPUS

Report No.: V-A-6-b

Date: May 19, 2009

Subject: Agreement with the State of California, California Highway Patrol

Background: On October 21, 2008, the Board reviewed and approved a two-year renewal of an instructional service agreement between the Riverside Community College District (RCCD) and the State of California, the California Highway Patrol to have become effective on February 11, 2009 and to have expired on February 10, 2011. Although the contract approved by the Board was delivered to the California Highway Patrol officials in Sacramento, a transitional period occurred in which CHP administrative staff in Sacramento and at the Ben Clark Training Center were assigned new responsibilities. This period resulted in the misplacement of the original agreement. The new Sacramento staff requested to add language to the original agreement in response to updated contractual procedures agreed upon by both RCCD and CHP. The language below provides the original contextual background in which the Board approved the agreement on October 21, 2008.

The original agreement approved by the Board indicated that RCCD will offer training for the California Highway Patrol (CHP) at the Ben Clark Training Center in Riverside. The agreement indicated that 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's staff. Attachment A is a blanket agreement for contract instructors in the program to complete and sign and will authorize the Dean of Public Safety Education and Training to sign the agreements. Under the terms of the original agreement, 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 will pay the CHP a net \$1.55 for each student contact hour. Funding source: General fund.

Recommended Action: It is recommended that the Board of Trustees re-affirm its approval of the agreement to offer training for the California Highway Patrol at the Ben Clark Training Center, from February 11, 2009 through February 10, 2011, at a cost of \$1.55 per student contact hour, authorize the Vice Chancellor, Administration and Finance, to sign the agreement, and authorize the Dean of Public Safety Education and Training to sign the blanket agreement.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Cordell Briggs  
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 CAREER AND TECHNICAL EDUCATION PROGRAMS

This Agreement is made this 21st day of October, 2008, to provide academic and career and technical education 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")  
James Buysse, 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 two years, commencing February 11, 2009 and terminating February 10, 2011 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 career and technical education 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 and enrollment 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. 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 career and technical education 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 career and technical education 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 career and technical education 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 career and technical education 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. DISPUTES

Section 9.01. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed within a reasonable period of time (ten days) by the parties normally responsible for the administration of this contract shall be brought to the attention of the Administrative Services Officer(or designated representative) of each organization for joint resolution.

Section 9.02. In the event a joint resolution cannot be reached between the parties and litigation or arbitration ensues between the parties to enforce any of the provisions of this agreement or any right of either party to this agreement, the unsuccessful party to such litigation or arbitration agrees to pay to the successful party all costs and expenses, including reasonable attorney's fees, incurred therein by the successful party, all of which shall be included in and as part of the judgment rendered in such litigation or arbitration.

## GENERAL PROVISIONS

## ARTICLE 10. NOTICES

Section 10.1. Any notices to be given herein by either party to the other may be effected by either personal delivery in writing or mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address below by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of the time of actual receipt; mailed notices will be deemed communicated as of three days after mailing. Notices may be mailed as follows:

California Highway Patrol  
L.A. Paolini  
Administrative Services Officer  
P.O. Box 942898  
Sacramento, CA 94298

RCCD:  
James Buysse, Vice Chancellor,  
Administration & Finance  
Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506-1299

Cordell Briggs, Dean  
Public Safety Education and Training  
Ben Clark Training Center  
Moreno Valley Campus, RCCD  
16791 Davis Avenue  
Riverside, CA 92518

## ARTICLE 11. AUDIT

Section 11.1 RCCD agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy records and supporting documentation pertaining to the performance of this Agreement. RCCD agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. RCCD agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, RCCD agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7 Pub. Contract Code §10115 et CCR Title 2, Section 1896).

## ARTICLE 12. CHP'S REPRESENTATIVE

Section 12.1 CHP hereby appoints the managing lieutenant at Ben Clark Training Center as its authorized representative to administer this agreement.

## ARTICLE 13. RCCD'S REPRESENTATIVE

Section 13.1 RCCD agrees to provide CHP with a resolution, motion, order or ordinance of the governing body, which authorizes execution of this Agreement, and indicates the individual who is authorized to sign the agreement on behalf of RCCD. RCCD hereby appoints the dean of public safety education and training as its authorized representative to administer this agreement.

## ARTICLE 14. NON-DISCRIMINATION

Section 14.1 During the performance of this Agreement, Contractor and his subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

ARTICLE 15. PARTIAL INVALIDITY

Section 15.1. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

ARTICLE 16.1. ALTERATION OF TERMS

Section 16.1. No addition to, or alternation of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by both parties.

ARTICLE 17. GOVERNING LAW

Section 17.1 This Agreement will be governed by and construed in accordance with the laws of the State of California and the venue of any action or proceeding in connection herewith shall be the County of Riverside, State of California.

ARTICLE 18. ENTIRE AGREEMENT

Section 18.1. This Agreement is intended by the parties hereto as a final expression of their understanding, with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

Section 18.2. The duly authorized representatives of the parties have signed in confirmation of this Agreement as of the dates indicated below.

CALIFORNIA HIGHWAY PATROL

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

By: \_\_\_\_\_  
L.A. Paolini  
Administrative Services Officer

\_\_\_\_\_  
James Buysse, 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 RCCD.
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, 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  
MORENO VALLEY CAMPUS

Report No.: V-A-6-c

Date: May 19, 2009

Subject: Operational Agreement with the State of California, California Highway Patrol

Background: On December 9, 2008, the Board reviewed and approved a one-year operational agreement between the Riverside Community College District and the State of California, California Highway Patrol (CHP) to supply classroom space and laboratory facilities, to have become effective on December 12, 2008 and to have expired on December 31, 2009. Although the contract approved by the Board was delivered to the California Highway Patrol officials in Sacramento, a transitional period occurred in which CHP administrative staff in Sacramento and at the Ben Clark Training Center were assigned new responsibilities. After reviewing the operational agreement approved by the Board, the new staff in Sacramento requested to add language to the original agreement in response to updated contractual procedures agreed upon by both RCCD and CHP. The language below provides the original contextual background in which the Board approved the agreement on December 9, 2008.

The original agreement approved by the Board indicated that the State of California, the California Highway Patrol will supply classroom space and laboratory facilities, from December 12, 2008 through December 31, 2009, in modular units, leased from the County of Riverside, at the Ben Clark Public Safety and Training Center, for the purpose of teaching administration of justice classes. However, since RCCD did not have a leased agreement with CHP, since the County of Riverside under its operational agreement billed RCCD for rented CHP classrooms space, and since RCCD paid for classroom space in leased modular units used by CHP, the effective date of the agreement is being amended from December 12, 2008 to May 20, 2009 and the expiration date from December 31, 2009 to December 31, 2010. The fee for these services will be \$1.34 per student contact hour or the approved new fee rates by the County of Riverside. Funding source: General fund.

Recommended Action: It is recommended that the Board of Trustees re-affirm its approval of the operational agreement to provide classroom and laboratory space for the amended effective and expiration dates of May 20, 2009 through December 31, 2010, at a cost of a \$1.34 per student contact hour, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Cordell Briggs  
Dean, Public Safety Education and Training

OPERATIONAL AGREEMENT BETWEEN RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND THE STATE OF CALIFORNIA, CALIFORNIA HIGHWAY PATROL

Ben Clark Public Safety Training Center  
16791 Davis Avenue, Riverside CA 92518

THIS AGREEMENT is made and entered into May 20, 2009 by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter "RCCD," and the STATE OF CALIFORNIA, the CALIFORNIA HIGHWAY PATROL (herein called "CHP") at the Ben Clark Public Safety Training Center, in Riverside County.

IT IS THEREFORE AGREED AS FOLLOWS:

1. AGREEMENT

CHP, through leased facilities from the county of Riverside, agrees to supply office space, adequate classroom and laboratory facilities to RCCD for the purpose of teaching administration of justice classes at its facilities located at the Ben Clark Public Safety Training Center (CTC) or other locations as deemed appropriate by CHP and RCCD. CHP further agrees to supply props, material, and equipment utilized while conducting administration of justice courses at the Ben Clark Public Safety Training Center, excluding normal office and administrative supplies and materials.

2. TERM

The term of this agreement shall be from May 20, 2009 through December 31, 2010.

3. PAYMENT BASIS

RCCD agrees to compensate CHP at rents and lease rates commensurate with those rates established and adopted by the County Board of Supervisors that shall include all allowable direct and indirect costs. RCCD shall be notified of any proposed change in the rates to be charged prior to their submittal to the Board of Supervisors for adoption, and RCCD shall be given an opportunity to review the proposed change with CHP personnel. RCCD shall, thereafter, be notified of adoption by CHP of the rates to be charged to RCCD, and the new rates shall take effect on the same dates as CHP incurs the associated costs.

4. COMPENSATION FOR CLASSROOMS AND LABORATORY FACILITIES

4.1 The administrative fee provided herein is the cost of the shared use of the facilities in the administration of RCCD's academic programs. The administrative fee shall be \$1.34 charged per student contact hour for the fiscal year. Billing and payment for the fee shall be quarterly.

4.2 Both parties understand that an administrative fee study for the Ben Clark Training Center is being conducted by Riverside County and that this agreement may need to be modified with an addendum to reflect any change, if one occurs, in the administrative fee for the rent and lease of classroom and lab space of facilities located at the Ben Clark Training Center. The procedure to provide payment of compensation presented in Section 4.3 may be modified as a result of the completed administrative fee study conducted by the county of Riverside.

4.3. 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(s) of service
- e. Reason for 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 dispute by bringing it to the attention of the President of the Moreno Valley Campus, RCCD (or a 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.

## 5. IMPROVEMENTS

5.1 No improvements, alterations or installations of fixtures by RCCD are contemplated during this agreement or any extension thereof; provided, however, in the event RCCD desires to make any improvements, alterations or installations of fixtures, it shall first obtain CHP's written consent to do so after it has submitted proposed plans to CHP in writing.

5.2 Any improvements which are made, and fixtures installed, or caused to be made and installed, by RCCD, other than those indicated in Paragraph 7 below, shall become the property of CHP with the exception of trade fixtures as such term is used in Section 1019 of the Civil Code. At or prior to the expiration of this agreement, RCCD may remove such trade fixtures; provided, however, that such removal does not cause injury or damage to the premises, or in the event it does, RCCD shall restore the premises to their original shape and condition as nearly as practicable. In the event such trade fixtures are not removed, CHP may, at its election, either: (1) remove and store such fixtures and restore the premises for the account of RCCD, and in such event, RCCD shall within thirty (30) days after billing and accounting therefore reimburse CHP of the costs so incurred, or (2) take and hold such fixtures as its sole property.

## 6. SIGNS

RCCD shall not erect, maintain or display any signs or other forms of advertising upon the premises without first obtaining the written approval of CHP, whose approval shall not be unreasonably withheld.

7. FURNITURE AND EQUIPMENT

CHP shall provide furniture in the classroom areas. RCCD shall have the right to install portable equipment and fixtures as may be required for its use. Such equipment shall remain the property of RCCD.

8. INGRESS AND EGRESS

RCCD shall be permitted ingress and egress to and from the premises through such doors and routes as are designated by CHP.

9. CUSTODIAL MAINTENANCE

9.1. CHP shall provide for custodial services in connection with the premises.

9.2. CHP shall be responsible for maintaining the premises in good working order and repair.

10. UTILITIES

CHP shall provide, or cause to be provided, all utility services, including, but not limited to, electric, water, gas, refuse collection and sewer services, as may be required in the maintenance, operation and use of the premises.

11. INSPECTION OF PREMISES

CHP, through its duly authorized agents, shall have, at any time during normal business hours, the right to enter the premises used by RCCD for the purpose of inspecting, monitoring and evaluating the obligations of RCCD in accordance with this document and for the purpose of doing any and all things which it is obligated and has a right to do under this agreement.

12. QUIET ENJOYMENT

RCCD shall have, hold and quietly enjoy the use of the premises so long as RCCD shall fully and faithfully perform the terms and conditions that it is required to do under this agreement.

13. COMPLIANCE WITH GOVERNMENT REGULATIONS

RCCD shall, at RCCD's sole cost and expense, comply with the requirements of all local, state and federal statutes, regulations, rules, ordinances and orders now in force or which may be hereafter in force, pertaining to the premises. The final judgment, decree or order of any Court of competent jurisdiction or admission of RCCD in any action or proceedings against RCCD, whether RCCD is a party thereto or not, that RCCD has violated any such statutes, regulations, rules, or ordinances, or orders, in the use of the premises, shall be conclusive of that fact as between CHP and RCCD.

14. TERMINATION BY CHP

CHP shall have the right to terminate this agreement forthwith:

14.1 In the event a petition is filed for voluntary or involuntary bankruptcy for the adjudication of RCCD as a debtor.

14.2 In the event that RCCD makes a general assignment or RCCD's interest in accordance with this document is assigned involuntarily or by operation of law, for the benefit of creditors.

14.3 In the event of abandonment of the premises by RCCD.

14.4 In the event RCCD fails or refuses to meet any of its obligations, in accordance with this document or as otherwise provided by law.

14.5. Either party may terminate this agreement with ninety (90) days notice.

## 15. INSURANCE

During the term of this agreement, RCCD shall:

15.1 Procure and maintain Worker's Compensation Insurance coverage as prescribed by the laws of the State of California.

15.2 Procure and maintain comprehensive general liability insurance coverage that shall protect RCCD from claims for damages for personal injury, including, but not limited to, accidental and wrongful death, as well as from claims for property damage, which may arise from RCCD's use of the premises or the performance of its obligations presented within this agreement, whether such use or performance would be by RCCD, by any subcontractor, or by anyone employed directly or indirectly by either of them. Such insurance shall name CHP as an additional insured with respect to this agreement and the obligations of RCCD hereunder. Such insurance shall provide for limits of not less than \$1,000,000 per occurrence.

15.3 RCCD shall furnish to CHP Certificate(s) of Insurance showing that such coverage is in full force and effect and that CHP is named as additional insured with respect to this agreement and the obligations of- in accordance with this agreement. Further, said Certificate(s) shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to CHP prior to modification, cancellation or reduction in converge of such insurance. In the event of any such modification, cancellation or reduction in coverage and on the effective date thereof, this agreement shall terminate forthwith, unless CHP receives prior to such effective date another certificate from an insurance carrier of RCCD's choice that the insurance required herein is in full force and effect.

15.4 The above Insurance requirements may be met with a program of insurance coverage through a common carrier, a Joint Powers Authority, self-insurance, or any combination thereof.

15.5 The specified insurance limits required in Paragraph 15 herein shall in no way limit or circumscribe RCCD's obligations to indemnify and hold CHP free and harmless within this agreement.

## 16. HOLD HARMLESS

16.1 Indemnification by RCCD. 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 any act or omission of RCCD, its officers, agents, employees, volunteers, subcontractors or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is

imposed on CHP by the provisions of California Government Code Section 895.2 or other applicable law, 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 alleged acts or omissions.

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

#### 17. ASSIGNMENT

RCCD cannot assign, sublet, mortgage, hypothecate or otherwise transfer in any manner any of its rights, duties, or obligations within this agreement to any person or entity without the written consent of CHP being first obtained.

#### 18. FREE FROM LIENS

RCCD shall pay, when due, all sums of money that may become due for any labor, services, material, supplies, or equipment alleged to have been furnished or to be furnished to RCCD, in, upon, or about the premises, and which may be secured by a mechanic's, material men's, or other lien against the premises or County's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by such lien matures or becomes due: provided, however, that if RCCD desires to contest any such lien, it may do so, but notwithstanding any such contest, if such lien shall be reduced to final judgment, and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed, and said stay thereafter expires then in such event, RCCD shall forthwith pay and discharge said judgment.

#### 19. EMPLOYEES AND AGENTS OF RCCD

It is understood and agreed that all persons hired or engaged by RCCD shall be considered to be employees or agents of RCCD and not of CHP.

#### 20. BINDING ON SUCCESSORS

RCCD, its assignees and successors in interest, shall be bound by all the terms and conditions contained in this agreement, and all of the parties thereto shall be jointly and severally liable within this agreement.

#### 21. WAIVER OF DEFAULT

Any waiver by CHP of any one or more of the terms of this agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of CHP to require exact, full and complete compliance with any terms of this agreement shall not be construed as in any manner changing the terms hereof, or estopping CHP from enforcement of this agreement.

## 22. DISPUTES

Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed within a reasonable period of time (ten days) by the parties normally responsible for the administration of this contract shall be brought to the attention of the Administrative Services Officer(or designated representative) of each organization for joint resolution.

In the event a joint resolution cannot be reached between the parties and litigation or arbitration ensues between the parties to enforce any of the provisions of this agreement or any right of either party to this agreement, the unsuccessful party to such litigation or arbitration agrees to pay to the successful party all costs and expenses, including reasonable attorney's fees, incurred therein by the successful party, all of which shall be included in and as part of the judgment rendered in such litigation or arbitration.

## GENERAL PROVISIONS

### 23. NOTICES

Section 23.1 Any notices to be given herein by either party to the other may be effected by either personal delivery in writing or mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address below by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of the time of actual receipt; mailed notices will be deemed communicated as of three days after mailing. Notices may be mailed as follows:

California Highway Patrol  
L.A. Paolini  
Administrative Services Officer  
P.O. Box 942898  
Sacramento, CA 94298

RCCD:  
James Buysse, Vice Chancellor,  
Administration & Finance  
Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506-1299

Cordell Briggs, Dean  
Public Safety Education and Training  
Ben Clark Training Center  
Moreno Valley Campus, RCCD  
16791 Davis Avenue  
Riverside, CA 92518

### 24. AUDIT

RCCD agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy records and supporting documentation pertaining to the performance of this Agreement. RCCD agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. RCCD agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have

information related to such records. Further, RCCD agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7 Pub. Contract Code §10115 et CCR Title 2, Section 1896).

25. CHP'S REPRESENTATIVE

CHP hereby appoints the managing lieutenant at Ben Clark Training Center as its authorized representative to administer this agreement.

26. RCCD'S REPRESENTATIVE

RCCD agrees to provide CHP with a resolution, motion, order or ordinance of the governing body, which authorizes execution of this Agreement, and indicates the individual who is authorized to sign the agreement on behalf of RCCD. RCCD hereby appoints the dean of public safety education and training as its authorized representative to administer this agreement.

27. NON-DISCRIMINATION

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

28. PARTIAL INVALIDITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

29. ALTERATION OF TERMS

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

30. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of California and the venue of any action or proceeding in connection herewith shall be the County of Riverside, State of California.



31. ENTIRE AGREEMENT

This Agreement is intended by the parties hereto as a final expression of their understanding, with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

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

CALIFORNIA HIGHWAY PATROL

RIVERSIDE COMMUNITY COLLEGE DISTRICT

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

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

Administrative Services Officer

Vice Chancellor, Administration and Finance

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

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-7-a

Date: May 19, 2009

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.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Bill J. Bogle, Jr.  
Controller

## Surplus Property

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	HP	PRINTER	950C	MY02E11153	015130
1	GATEWAY	CPU	E4200-700	0018726596	015273
1	GATEWAY	CPU	E4200-700	0018726613	015211
1	GATEWAY	MONITOR	VX720	P005025003	015373
1	GATEWAY	MONITOR	VX720	P005025039	015410
1	GATEWAY	MONITOR	VX720	P005025043	015412
1	GATEWAY	CPU	E4200-800	0019149237	015178
1	GATEWAY	MONITOR	VX900	U0F092223	015187
1	GATEWAY	CPU	E4200-400	0013516477	013711
1	GATEWAY	CPU	PRO M1000	0022381239	016938
1	HP	MONITOR	L1500	TW10621760BH	017791
1	GATEWAY	CPU	E4400-XL	0022873476	017756
1	GATEWAY	CPU	E4600	0026037450	018793
1	GATEWAY	CPU	E2000	0029886244	021029
1	GATEWAY	CPU	E2000	0029886247	021031
1	GATEWAY	CPU	PROFILE	0027317445	019362
1	GATEWAY	CPU	E4600-SE	0023701024	018129
1	GATEWAY	CPU	E4200-800	0018500907	015632
1	GATEWAY	CPU	PROFILE	0027317439	019356
1	OCE	PHOTOCOPIER	3055	55400178	017349
1	HP	PRINTER	C3982A	USBB017525	009376
1	XEROX	PRINTER	7700	LGM300907	020664
1	HP	MONITOR	L1500	TW10621748BH	017703
1	SHARP	FAX MACHINE	FO5550	07100474	015810
1	GATEWAY	CPU	E3400-800	0021054119	011826
1	SHARP	PHOTOCOPIER	SF2022	30601040	007100
1	GATEWAY	CPU	E3200	0011220628	012049
1	GATEWAY	CPU	E4400	0022491791	017971
1	GATEWAY	CPU	E6000	0028110545	019731
1	GATEWAY	CPU	E3110	0010207649	010929
1	GATEWAY	CPU	E3110	0010207633	010934
1	GATEWAY	CPU	E3110	0010207631	010942
1	GATEWAY	CPU	E3110	0010207646	010946
1	GATEWAY	CPU	E3110	001207647	011961
1	GATEWAY	CPU	E3110	001207632	011965
1	GATEWAY	CPU	E3110	0010207635	010944
1	GATEWAY	CPU	E3200	0011220614	012059
1	GATEWAY	CPU	E3110	0010207645	012154
1	GATEWAY	CPU	E-4200-350	0013308937	013480
1	GATEWAY	MONITOR	XV700	C901182630	013481
1	MACINTOSH	CPU	IMAC	YM028ETTJAU	016538
1	APPLE	CPU	4400200	XA7161KP9HL	020628
1	GATEWAY	MONITOR	VX1120	102083656	018130
1	SAMSUNG	FAX MACHINE	SCX4521F	921806H	031832
1	GATEWAY	CPU	E6000	0030111424	021108
1	GATEWAY	MONITOR	FPD1730	MUL7007E0006799	022550
1	MICROTEK	SCANNER	1210	W6b55C00249	033281
1	GATEWAY	CPU	E4200-700	0018726601	015266

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-7-b

Date: May 19, 2009

Subject: Notice of Completion-District Modular Project

Background: On April 22, 2008, the Board of Trustees awarded a contract to Hinkley and Associates, Inc. for the District Modular Project, Moreno Valley Allied Health Sciences and Riverside Campus for \$3,456,789.

The Facilities Project Manager reports that the project is complete.

Recommended Action: It is recommended that the Board of Trustees: 1) accept the District Modular Project, Moreno Valley Allied Health Sciences and Riverside Campus 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.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Orin Williams  
Associate Vice Chancellor,  
Facilities Planning, Design & Construction

Doretta Sowell  
Purchasing Manager

RECORDING REQUESTED BY  
 Riverside Community College District  
 AND WHEN RECORDED MAIL TO:

Name James L Buysse, Vice  
 Chancellor, Admin. & Finance  
 Street Address 4800 Magnolia Ave.  
 City & State Riverside  
 CA 92506

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 Riverside Community College District
- The full address of the owner is 4800 Magnolia Ave., Riverside, CA 92506
- The nature of the interest or estate of the owner is in fee.  
Fee Simple  
(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
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 05/19/2009. The work done was:  
District Modular Projects, Moreno Valley Health Sciences DSA A# 04-109079
- The name of the contractor, if any, for such work of improvement was Hinkley and Associates, Inc.  
(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 Moreno Valley, County of Riverside, State of California, and is described as follows: Community College Campus
- The street address of said property is 16110 LaSalle St, Moreno Valley, Ca 92551  
(If no street address has been officially assigned, insert "none")

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

**Riverside Community College District  
 President, Board of Trustees**

Signature of owner or corporate officer of owner  
 named in paragraph 2 or his agent

**VERIFICATION**

I, the undersigned, say: I am the Vice Chancellor of Administration and Finance, Dr. James L. Buysse the declarant of the foregoing 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 Riverside, 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)

RECORDING REQUESTED BY  
Riverside Community College District  
AND WHEN RECORDED MAIL TO:

Name James L. Buysse, Vice  
Chancellor, Admin. & Finance  
Street Address 4800 Magnolia Ave.  
City & State Riverside  
CA 92506

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 Riverside Community College District
- The full address of the owner is 4800 Magnolia Ave., Riverside, CA 92506

- The nature of the interest or estate of the owner is in fee.  
Fee Simple

(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
<u>None</u>	

- A work of improvement on the property hereinafter described was completed on 05/19/2009. The work done was:  
District Modular Projects, Riverside Campus DSA A# 04-109691

- The name of the contractor, if any, for such work of improvement was Hinkley and Associates, Inc.

(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 Riverside,  
County of Riverside, State of California, and is described as follows: Community College Campus

- The street address of said property is 4800 Magnolia Ave., Riverside, Ca. 92506

(If no street address has been officially assigned, insert "none")

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

Riverside Community College District  
President, Board of Trustees

\_\_\_\_\_  
Signature of owner or corporate officer of owner  
named in paragraph 2 or his agent

### VERIFICATION

I, the undersigned, say: I am the Vice Chancellor of Administration and Finance, Dr. James L. Buysse 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 Riverside, 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-c

Date: May 19, 2009

Subject: Notice of Completion- Phase III, Industrial Technology Center Project, Masonry Trade

Background: On October 17, 2006, the Board of Trustees awarded a contract to ASR Constructors, Inc. for the Phase III, Industrial Technology Center project, Masonry Trade portion for \$38,000.

The Facilities Project Manager reports that the project is complete.

Recommended Action: It is recommended that the Board of Trustees: 1) accept the Phase III, Industrial Technology Center Project, Masonry Trade portion 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.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Orin Williams  
Associate Vice Chancellor,  
Facilities Planning, Design & Construction

Doretta Sowell  
Purchasing Manager

RECORDING REQUESTED BY  
Riverside Community College District  
AND WHEN RECORDED MAIL TO:

Name James L Buysse, Vice  
Chancellor, Admin. & Finance  
Street Address 4800 Magnolia Ave.  
City & State Riverside  
CA 92506

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 Riverside Community College District
- The full address of the owner is 4800 Magnolia Ave., Riverside, CA 92506

- The nature of the interest or estate of the owner is in fee.  
Fee Simple

(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
<u>None</u>	

- A work of improvement on the property hereinafter described was completed on 05/19/2009. The work done was:  
Phase III, Industrial Technology Center Project, Masonry Trade Portion DSA A# 04-108588

- The name of the contractor, if any, for such work of improvement was ASR Constructors

(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 Norco,  
County of Riverside, State of California, and is described as follows: Community College Campus

- The street address of said property is Riverside Community College, Norco Campus, 2001 Third St., Norco, Ca 92860

(If no street address has been officially assigned, insert "none")

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

**Riverside Community College District  
President, Board of Trustees**

Signature of owner or corporate officer of owner  
named in paragraph 2 or his agent

### VERIFICATION

I, the undersigned, say: I am the Vice Chancellor of Administration and Finance, Dr. James L. Buysse the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

("President of," "Manager of," "A partner of," "Owner of," etc.)

I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_, at Riverside, 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: May 19, 2009

Subject: Monthly Financial Report

Background: The Financial Report provides summary financial information, by Resource, for the period July 1, 2008 through April 30, 2009. 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
Resource 3300 – Child Care	11
<u>Capital Projects Funds</u>	
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
Resource 4160 – General Obligation Bond Funded Capital Outlay Projects	16
<u>Internal Service Funds</u>	
Resource 6100 – Health and Liability Self-Insurance	17
Resource 6110 – Workers Compensation Self-Insurance	18
<u>Expendable Trust and Agency Funds</u>	
Associated Students of RCC	19
Student Financial Aid	20
RCCD Development Corporation	21

ADMINISTRATION AND FINANCE

Report No.: V-B-1

Date: May 19, 2009

Subject: Monthly Financial Report (continued)

Information Only.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Bill J. Bogle, Jr.  
Controller

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2009**

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 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 137,152,481	\$ 144,293,942	\$ 144,293,942	\$ 108,078,068
Intrafund Transfer from				
District Bookstore (Resource 1110)	150,000	390,000	390,000	195,000
Total Revenues	<u>\$ 137,302,481</u>	<u>\$ 144,683,942</u>	<u>\$ 144,683,942</u>	<u>\$ 108,273,068</u>
Expenditures				
Academic Salaries	\$ 65,579,742	\$ 70,425,340	\$ 70,339,335	\$ 55,613,529
Classified Salaries	28,512,064	31,340,441	31,473,206	24,284,774
Employee Benefits	23,698,004	26,774,404	27,019,060	20,016,696
Materials & Supplies	2,220,327	2,524,420	2,692,744	2,034,049
Services	12,654,082	15,891,033	15,457,547	10,136,460
Capital Outlay	2,332,638	2,488,216	2,980,690	1,255,376
Intrafund Transfers to:				
DSP&S Program (Resource 1190)	665,157	665,157	665,157	498,868
Customized Solutions (Resource 1170)	0	173,470	173,470	0
Federal Work Study (Resource 1190)	187,408	189,249	189,249	219,923
Instr. Equipment Match (Resource 1190)	87,243	96,230	96,230	72,172
Performance Riverside (Resource 1090)	193,257	193,257	193,257	144,943
Interfund Transfer to:				
Resource 3300	240,000	365,000	365,000	273,750
Resource 6100	250,000	250,000	250,000	187,500
Total Expenditures	<u>\$ 136,619,922</u>	<u>\$ 151,376,217</u>	<u>\$ 151,894,945</u>	<u>\$ 114,738,040</u>
Revenues Over (Under) Expenditures	\$ 682,559	\$ (6,692,275)	\$ (7,211,003)	\$ (6,464,972)
Beginning Fund Balance	<u>18,576,517</u>	<u>19,259,076</u>	<u>19,259,076</u>	<u>19,259,076</u>
Ending Fund Balance	<u>\$ 19,259,076</u>	<u>\$ 12,566,801</u>	<u>\$ 12,048,073</u>	<u>\$ 12,794,104</u>
Ending Cash Balance				<u>\$ 14,196,267</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2009**

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 operational costs that are split between Parking and College Safety and Police, and 100% of capital outlay costs that directly benefit parking operations.

**Fund 12, Resource 1050 - Parking**

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,868,932	\$ 2,020,500	\$ 2,020,500	\$ 1,557,038
Expenditures				
Classified Salaries	\$ 1,097,149	\$ 1,212,387	\$ 1,192,583	\$ 903,361
Employee Benefits	296,687	362,894	362,894	260,420
Materials & Supplies	72,824	91,185	89,427	62,882
Services	283,455	298,579	307,287	210,206
Capital Outlay	61,085	92,592	105,446	68,700
Total Expenditures	\$ 1,811,200	\$ 2,057,637	\$ 2,057,637	\$ 1,505,569
Revenues Over (Under) Expenditures	\$ 57,732	\$ (37,137)	\$ (37,137)	\$ 51,469
Beginning Fund Balance	163,428	221,160	221,160	221,160
Ending Fund Balance	\$ 221,160	\$ 184,023	\$ 184,023	\$ 272,629
Ending Cash Balance				\$ 284,402

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2009**

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 <u>7-1-07 to 6-30-08</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,292,500	\$ 1,402,993	\$ 1,402,993	\$ 1,276,581
Expenditures				
Academic Salaries	\$ 142,530	\$ 158,733	\$ 158,733	\$ 111,221
Classified Salaries	453,950	635,138	635,138	393,140
Employee Benefits	142,457	182,369	182,369	120,879
Materials & Supplies	107,878	135,886	123,886	41,263
Services	199,639	255,785	257,785	133,382
Capital Outlay	57,108	77,978	87,978	33,972
Total Expenditures	\$ 1,103,562	\$ 1,445,889	\$ 1,445,889	\$ 833,857
Revenues Over (Under) Expenditures	\$ 188,938	\$ (42,896)	\$ (42,896)	\$ 442,724
Beginning Fund Balance	926,366	1,115,304	1,115,304	1,115,304
Ending Fund Balance	\$ 1,115,304	\$ 1,072,408	\$ 1,072,408	\$ 1,558,028
Ending Cash Balance				\$ 1,561,674

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2009**

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 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 821,146	\$ 900,000	\$ 900,000	\$ 621,672
Expenditures				
Academic Salaries	\$ 4,086	\$ 4,258	\$ 4,258	\$ 3,548
Classified Salaries	322,220	297,952	297,952	232,942
Employee Benefits	73,832	69,216	69,216	53,042
Materials & Supplies	12,302	9,750	9,750	4,220
Services	484,048	419,963	419,963	320,731
Capital Outlay	727	0	0	0
Total Expenditures	\$ 897,215	\$ 801,139	\$ 801,139	\$ 614,483
Revenues Over (Under) Expenditures	\$ (76,069)	\$ 98,861	\$ 98,861	\$ 7,189
Beginning Fund Balance	19,478	(56,591)	(56,591)	(56,591)
Ending Fund Balance	\$ (56,591)	\$ 42,270	\$ 42,270	\$ (49,402)
Ending Cash Balance				\$ (47,418)

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2009**

Performance Riverside is used to record the revenues and expenditures associated with Performance Riverside activities.

**Fund 11, Resource 1090 - Performance Riverside**

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 793,508	\$ 838,300	\$ 838,300	\$ 650,119
Intrafund Transfer from General Operating (Resource 1000)	193,257	193,257	193,257	144,942
Total Revenues	<u>\$ 986,765</u>	<u>\$ 1,031,557</u>	<u>\$ 1,031,557</u>	<u>\$ 795,061</u>
Expenditures				
Classified Salaries	\$ 327,010	\$ 346,281	\$ 346,281	\$ 274,497
Employee Benefits	103,234	107,572	107,572	81,888
Materials & Supplies	37,378	39,257	39,257	27,294
Services	516,526	528,788	528,788	409,052
Capital Outlay	2,990	3,000	3,000	0
Total Expenditures	<u>\$ 987,138</u>	<u>\$ 1,024,898</u>	<u>\$ 1,024,898</u>	<u>\$ 792,731</u>
Revenues Over (Under) Expenditures	\$ (373)	\$ 6,659	\$ 6,659	\$ 2,330
Beginning Fund Balance	<u>(736,784)</u>	<u>(737,157)</u>	<u>(737,157)</u>	<u>(737,157)</u>
Ending Fund Balance	<u>\$ (737,157)</u>	<u>\$ (730,498)</u>	<u>\$ (730,498)</u>	<u>\$ (734,827)</u>
Ending Cash Balance				<u>\$ (730,367)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2009**

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 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,027,152	\$ 1,053,008	\$ 1,053,008	\$ 523,800
Expenditures				
Services	\$ 42,408	\$ 43,750	\$ 43,750	\$ 32,874
Interfund Transfer to				
Food Services (Resource 3200)	676,930	676,930	676,930	468,465
Intrafund Transfer to				
General Operating (Resource 1000)	150,000	390,000	390,000	195,000
Total Expenditures	\$ 869,338	\$ 1,110,680	\$ 1,110,680	\$ 696,339
Revenues Over (Under) Expenditures	\$ 157,814	\$ (57,672)	\$ (57,672)	\$ (172,539)
Beginning Fund Balance	36,727	194,541	194,541	194,541
Ending Fund Balance	<u>\$ 194,541</u>	<u>\$ 136,869</u>	<u>\$ 136,869</u>	<u>\$ 22,002</u>
Ending Cash Balance				<u>\$ 22,002</u>



**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2009**

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 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 272,013	\$ 285,947	\$ 355,947	\$ 99,137
Intrafund Transfer from General Operating (Resource 1000)	0	173,470	173,470	0
Total Revenue	\$ 272,013	\$ 459,417	\$ 529,417	\$ 99,137
Expenditures				
Academic Salaries	\$ 400	\$ 4,247	\$ 2,500	\$ 0
Classified Salaries	92,349	101,131	120,201	80,318
Employee Benefits	29,260	34,000	35,914	22,820
Materials & Supplies	4,919	17,179	18,429	1,992
Services	157,418	181,416	230,929	42,419
Total Expenditures	\$ 284,346	\$ 337,973	\$ 407,973	\$ 147,549
Revenues Over (Under) Expenditures	\$ (12,333)	\$ 121,444	\$ 121,444	\$ (48,412)
Beginning Fund Balance	153,482	141,149	141,149	141,149
Ending Fund Balance	\$ 141,149	\$ 262,593	\$ 262,593	\$ 92,737
Ending Cash Balance				\$ 93,964

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2009**

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 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,691,537	\$ 1,701,005	\$ 1,701,005	\$ 454,718
Expenditures				
Services	\$ 145,269	\$ 157,450	\$ 157,450	\$ 101,148
Total Expenditures	\$ 145,269	\$ 157,450	\$ 157,450	\$ 101,148
Revenues Over (Under) Expenditures	\$ 1,546,268	\$ 1,543,555	\$ 1,543,555	\$ 353,570
Beginning Fund Balance	4,113,148	5,659,416	5,659,416	5,659,416
Ending Fund Balance	\$ 5,659,416	\$ 7,202,971	\$ 7,202,971	\$ 6,012,986
Ending Cash Balance				\$ 5,223,020

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2009**

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 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 19,161,781	\$ 32,207,206	\$ 37,096,746	\$ 21,297,411
Intrafund Transfers from				
General Operating (Resource 1000)				
For DSP&S	665,157	665,157	665,157	498,868
For Federal Work Study	187,408	189,249	189,249	219,923
For Instructional Equipment	87,243	96,230	96,230	72,172
Total Revenues	\$ 20,101,589	\$ 33,157,842	\$ 38,047,382	\$ 22,088,374
Expenditures				
Academic Salaries	\$ 3,723,184	\$ 4,419,937	\$ 5,265,705	\$ 2,977,461
Classified Salaries	6,775,599	7,803,840	9,050,088	6,152,850
Employee Benefits	2,888,546	4,059,406	4,362,100	2,357,721
Materials & Supplies	1,521,925	2,150,384	2,500,347	840,772
Services	3,059,959	12,413,311	13,402,433	8,147,786
Capital Outlay	1,781,586	1,858,948	3,031,228	1,219,314
Scholarships	25,500	29,612	32,612	16,000
Student Grants (Financial, Book, Meal, Transportation)	325,290	422,404	402,869	313,362
Total Expenditures	\$ 20,101,589	\$ 33,157,842	\$ 38,047,382	\$ 22,025,266
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 63,108
Beginning Fund Balance	0	0	0	0
Ending Fund Balance	\$ 0	\$ 0	\$ 0	\$ 63,108
Ending Cash Balance				\$ (85,187)

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2009**

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 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 1,228,622	\$ 1,250,621	\$ 1,250,621	\$ 1,051,942
Interfund Transfers from Contractor-Operated Bookstore (Resource 1110)	676,930	676,930	676,930	468,465
Total Revenues	<u>\$ 1,905,552</u>	<u>\$ 1,927,551</u>	<u>\$ 1,927,551</u>	<u>\$ 1,520,407</u>
Expenditures				
Classified Salaries	\$ 633,539	\$ 708,826	\$ 708,826	\$ 534,766
Employee Benefits	249,399	308,436	308,436	213,964
Materials & Supplies	690,252	631,832	632,082	559,316
Services	267,476	262,536	262,086	227,694
Capital Outlay	7,333	59,719	59,919	54,856
Total Expenditures	<u>\$ 1,847,999</u>	<u>\$ 1,971,349</u>	<u>\$ 1,971,349</u>	<u>\$ 1,590,596</u>
Revenues Over (Under) Expenditures	\$ 57,553	\$ (43,798)	\$ (43,798)	\$ (70,189)
Beginning Fund Balance	101,741	159,294	159,294	159,294
Ending Fund Balance	<u>\$ 159,294</u>	<u>\$ 115,496</u>	<u>\$ 115,496</u>	<u>\$ 89,105</u>
Ending Cash Balance				<u>\$ 78,739</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2009**

Child Care was established to manage the finances of the District's Child Care Centers at all three campuses.

**Fund 33, Resource 3300 - Child Care**

	Prior Year Actuals <u>7-1-07 to 6-30-08</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,370,429	\$ 1,406,754	\$ 1,406,754	\$ 1,070,614
Interfund Transfer from General Operating (Resource 1000)	<u>240,000</u>	<u>365,000</u>	<u>365,000</u>	<u>273,750</u>
Total Revenues	<u>\$ 1,610,429</u>	<u>\$ 1,771,754</u>	<u>\$ 1,771,754</u>	<u>\$ 1,344,364</u>
Expenditures				
Academic Salaries	\$ 1,059,756	\$ 973,619	\$ 953,619	\$ 701,197
Classified Salaries	272,326	329,737	349,237	236,555
Employee Benefits	210,918	260,380	260,364	157,567
Materials & Supplies	64,224	77,094	81,060	53,165
Services	66,001	78,959	79,159	53,341
Capital Outlay	<u>0</u>	<u>19,758</u>	<u>16,108</u>	<u>13,361</u>
Total Expenditures	<u>\$ 1,673,225</u>	<u>\$ 1,739,547</u>	<u>\$ 1,739,547</u>	<u>\$ 1,215,186</u>
Revenues Over (Under) Expenditures	\$ (62,796)	\$ 32,207	\$ 32,207	\$ 129,178
Beginning Fund Balance	<u>125,141</u>	<u>62,345</u>	<u>62,345</u>	<u>62,345</u>
Ending Fund Balance	<u>\$ 62,345</u>	<u>\$ 94,552</u>	<u>\$ 94,552</u>	<u>\$ 191,523</u>
Ending Cash Balance				<u><u>\$ 206,504</u></u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2009**

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 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 7,333,545	\$ 12,151,766	\$ 12,548,766	\$ 2,798,266
Intrafund Transfer from General Obligation Bond Funded Projects (Resource 4160)	252,824	485,338	485,338	364,004
Total Revenues	<u>\$ 7,586,369</u>	<u>\$ 12,637,104</u>	<u>\$ 13,034,104</u>	<u>\$ 3,162,270</u>
Expenditures				
Materials & Supplies	\$ 9,569	\$ 0	\$ 0	\$ 0
Services	17,808	45,256	56,756	44,926
Capital Outlay	8,730,194	13,144,566	13,530,066	9,138,314
Total Expenditures	<u>\$ 8,757,571</u>	<u>\$ 13,189,822</u>	<u>\$ 13,586,822</u>	<u>\$ 9,183,240</u>
Revenues Over (Under) Expenditures	\$ (1,171,202)	\$ (552,718)	\$ (552,718)	\$ (6,020,970)
Beginning Fund Balance	1,723,920	552,718	552,718	552,718
Ending Fund Balance	<u>\$ 552,718</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ (5,468,252)</u>
Ending Cash Balance				<u>\$ (5,647,042)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2009**

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 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 2,396	\$ 1,000	\$ 1,000	\$ 1,000
Expenditures				
Capital Outlay	\$ 0	\$ 54,140	\$ 54,140	\$ 54,140
Total Expenditures	\$ 0	\$ 54,140	\$ 54,140	\$ 54,140
Revenues Over (Under) Expenditures	\$ 2,396	\$ (53,140)	\$ (53,140)	\$ (53,140)
Beginning Fund Balance	50,744	53,140	53,140	53,140
Ending Fund Balance	\$ 53,140	\$ 0	\$ 0	\$ 0
Ending Cash Balance				\$ 0

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2009**

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 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 5	\$ 1,115,681	\$ 1,115,681	\$ 8
Expenditures				
Capital Outlay	\$ 0	\$ 1,115,676	\$ 1,115,676	\$ 0
Total Expenditures	\$ 0	\$ 1,115,676	\$ 1,115,676	\$ 0
Revenues Over (Under) Expenditures	\$ 5	\$ 5	\$ 5	\$ 8
Beginning Fund Balance	528	533	533	533
Ending Fund Balance	<u>\$ 533</u>	<u>\$ 538</u>	<u>\$ 538</u>	<u>\$ 541</u>
Ending Cash Balance				<u>\$ 541</u>



**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2009**

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>7-1-07 to 6-30-08</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 539,197	\$ 539,000	\$ 539,000	\$ 167,025
Expenditures				
Services	\$ 270	\$ 10,000	\$ 10,000	\$ 5,620
Capital Outlay	35,628	1,652,402	1,652,402	18,666
Total Expenditures	\$ 35,898	\$ 1,662,402	\$ 1,662,402	\$ 24,286
Revenues Over (Under) Expenditures	\$ 503,299	\$ (1,123,402)	\$ (1,123,402)	\$ 142,739
Beginning Fund Balance	11,540,445	12,043,744	12,043,744	12,043,744
Ending Fund Balance	<u>\$ 12,043,744</u>	<u>\$ 10,920,342</u>	<u>\$ 10,920,342</u>	<u>\$ 12,186,483</u>
Ending Cash Balance				<u>\$ 11,396,518</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2009**

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 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 4,632,967	\$ 2,072,500	\$ 2,072,500	\$ 1,241,133
Expenditures				
Classified Salaries	\$ 49,634	\$ 146,939	\$ 146,939	\$ 43,440
Employee Benefits	23,116	58,664	58,664	18,164
Materials & Supplies	19,793	6,841	6,841	2,619
Services	1,054,926	204,473	223,918	134,710
Capital Outlay	17,317,073	71,242,082	83,891,405	12,406,917
Intrafund Transfers to:				
State Construction (Resource 4100)	252,824	485,338	485,338	364,003
Total Expenditures	\$ 18,717,366	\$ 72,144,337	\$ 84,813,105	\$ 12,969,853
Revenues Over (Under) Expenditures	\$ (14,084,399)	\$ (70,071,837)	\$ (82,740,605)	\$ (11,728,720)
Beginning Fund Balance	100,571,640	86,487,241	86,487,241	86,487,241
Ending Fund Balance	\$ 86,487,241	\$ 16,415,404	\$ 3,746,636	\$ 74,758,521
Ending Cash Balance				\$ 75,001,672

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2009**

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 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 4,839,245	\$ 4,676,689	\$ 4,676,689	\$ 4,532,683
Interfund transfer from General Operating (Resource 1000)	250,000	250,000	250,000	187,500
Total Revenue	<u>\$ 5,089,245</u>	<u>\$ 4,926,689</u>	<u>\$ 4,926,689</u>	<u>\$ 4,720,183</u>
Expenditures				
Classified Salaries	\$ 163,830	\$ 164,156	\$ 164,156	\$ 138,701
Employee Benefits	56,401	59,635	59,635	42,770
Materials & Supplies	4,618	7,400	7,400	1,635
Services	4,880,701	4,728,603	4,728,603	4,244,445
Capital Outlay	33,139	40,000	40,000	36,539
Total Expenditures	<u>\$ 5,138,689</u>	<u>\$ 4,999,794</u>	<u>\$ 4,999,794</u>	<u>\$ 4,464,090</u>
Revenues Over (Under) Expenditures	\$ (49,444)	\$ (73,105)	\$ (73,105)	\$ 256,093
Beginning Fund Balance	<u>3,039,829</u>	<u>2,990,385</u>	<u>2,990,385</u>	<u>2,990,385</u>
Ending Fund Balance	<u>\$ 2,990,385</u>	<u>\$ 2,917,280</u>	<u>\$ 2,917,280</u>	<u>\$ 3,246,478</u>
Ending Cash Balance				<u>\$ 4,933,906</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2009**

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 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,533,388	\$ 1,576,000	\$ 1,576,000	\$ 1,274,367
Expenditures				
Classified Salaries	\$ 71,732	\$ 75,732	\$ 75,732	\$ 65,013
Employee Benefits	27,364	28,017	28,017	21,595
Materials & Supplies	0	620	620	0
Services	1,092,735	1,444,980	1,444,980	905,399
Total Expenditures	\$ 1,191,831	\$ 1,549,349	\$ 1,549,349	\$ 992,007
Revenues Over (Under) Expenditures	\$ 341,557	\$ 26,651	\$ 26,651	\$ 282,360
Beginning Fund Balance	679,442	1,020,999	1,020,999	1,020,999
Ending Fund Balance	\$ 1,020,999	\$ 1,047,650	\$ 1,047,650	\$ 1,303,359
Ending Cash Balance				\$ 2,921,666

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2009**

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, payphone commissions and athletic ticket sales.

**Associated Students of RCC**

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 664,684	\$ 619,935	\$ 986,935	\$ 607,230
Expenditures				
Materials & Supplies	\$ 552,708	\$ 619,935	\$ 986,935	\$ 819,103
Total Expenditures	\$ 552,708	\$ 619,935	\$ 986,935	\$ 819,103
Revenues Over (Under) Expenditures	\$ 111,976	\$ 0	\$ 0	\$ (211,873)
Beginning Fund Balance	1,090,183	1,202,159	1,202,159	1,202,159
Ending Fund Balance	\$ 1,202,159	\$ 1,202,159	\$ 1,202,159	\$ 990,286
Ending Cash Balance				\$ 2,073,442

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2009**

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.

	<b><u>Student Financial Aid</u></b>			
	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 18,458,245</u>	<u>\$ 18,853,167</u>	<u>\$ 18,853,167</u>	<u>\$ 17,185,060</u>
Expenditures				
Other				
Scholarships and Grant Reimbursements	<u>\$ 18,458,245</u>	<u>\$ 18,853,167</u>	<u>\$ 18,853,167</u>	<u>\$ 16,678,228</u>
Total Expenditures	<u>\$ 18,458,245</u>	<u>\$ 18,853,167</u>	<u>\$ 18,853,167</u>	<u>\$ 16,678,228</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 506,832
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>\$ 506,832</u>
Ending Cash Balance				<u><u>\$ 465,691</u></u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2009**

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 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 8	\$ 0	\$ 0	\$ 6
Expenditures				
Services	\$ 0	\$ 0	\$ 0	\$ 20
Total Expenditures	\$ 0	\$ 0	\$ 0	\$ 20
Revenues Over (Under) Expenditures	\$ 8	\$ 0	\$ 0	\$ (14)
Beginning Fund Balance	16,244	16,252	16,252	16,252
Ending Fund Balance	<u>\$ 16,252</u>	<u>\$ 16,252</u>	<u>\$ 16,252</u>	<u>\$ 16,238</u>
Ending Cash Balance				<u>\$ 16,238</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-B-2

Date: May 19, 2009

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 April 30, 2009. The report presents financial information relative to each series issuance, as well as completed, in-progress, and proposed Measure C projects.

Information Only.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Aaron S. Brown  
Associate Vice Chancellor, Finance



**Riverside Community College District**  
**Measure C - Project Commitments Summary**  
**Series A, Series B, Series A Refunding, Series 2007 C**  
**as of April 30, 2009**

**Measure C Authorization**

Voter Approved Measure C Authorization - March 2004		\$ 350,000,000
Issuances Series A through C		<u>(155,000,000)</u>
Remaining Measure C Authorization		<u>\$ 195,000,000</u>

**Measure C - Cash on Hand** \$ 75,001,672

**Proceeds/Income**

<u>Issuance Proceeds</u>		
Series A and B Proceeds	\$ 65,000,000	
Series 2007 C Proceeds	<u>90,000,000</u>	
Total Issuance Proceeds		\$ 155,000,000
<u>Issuance Premiums</u>		
Series A and B Premium	3,024,641	
Series A Refunding Premium	8,388,956	
Series 2007 C Premium	<u>2,816,967</u>	
Total Issuance Premiums		14,230,564
<u>Interest Income</u>		
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 2007-2008 Interest Income	4,410,239	
FY 2008-2009 Projected Interest Income	<u>2,062,500</u>	
Total Interest Income		10,679,150
<u>Other Income</u>		
FY 2006-2007 Energy Rebates - Utility Retrofit Project	159,498	
FY 2007-2008 Energy Rebates - Utility Retrofit Project	222,728	
FY 2008-2009 Energy Rebates - Utility Retrofit Project	<u>10,000</u>	
Total Other Income		<u>392,226</u>
Total Proceeds/Income		\$ 180,301,940

**Project Commitments / Proposed Projects**

Completed Projects	\$ 62,644,489	
In-Progress Projects	<u>114,818,583</u>	
Total Project Commitments		<u>177,463,072</u>
Uncommitted Balance - Measure C funds		<u>\$ 2,838,868</u>

**Riverside Community College District  
 Measure C - Project Commitments Summary  
 Through April 30, 2009**

Project	Project Funding Source						Actual Measure C Expenditures thru 04/30/09
	Board Approved		Actual and Projected State Funding	Total Project Funding	Estimated Project Funding		
	Measure C Project Funding	Estimated Additional Funding Requirements					
<b>Completed</b>							
Certificates of Participation (1993 & 2001) - Refunding	\$ 12,492,085	\$ -	\$ -	\$ 12,492,085		\$ 12,492,085	
GO Bond Issuance Related Expenditures	4,860,905	-	-	4,860,905		4,860,905	
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		20,940,662	
ECS Secondary Effects - Moreno Valley	288,919	-	-	288,919		286,227	
RCCD System Office Purchase	2,629,981	-	-	2,629,981		2,629,981	
Emergency Phone Project	379,717	-	-	379,717		379,717	
Long Range Master Plan - Riv/Norco/MoVal	1,460,384	-	-	1,460,384		1,439,077	
Hot Water Loop System & Boiler Repl. - Moreno Valley	891,296	-	-	891,296		869,848	
Logic Domain - Capital Project Management System	96,000	-	-	96,000		96,000	
Infrastructure Projects - Riverside/Norco/Moreno Valley	484,451	-	-	484,451		484,415	
Utility Retrofit Project	6,185,920	-	-	6,185,920		6,181,189	
Bradshaw Building Electrical Project - Riverside	500,000	-	-	500,000		366,353	
Total Completed Projects	\$ 62,644,489	\$ -	\$ 5,133,999	\$ 67,778,488		\$ 62,451,393	
<b>In-Progress or Initial Phase</b>							
Phase II - Wheelock PE Complex Gymnasium Retrofit	\$ 1,098,395	\$ 7,156,725	\$ 10,156,000 a p	\$ 18,411,120		\$ 190,631	
Life Science / Physical Science Reconstruction (Riverside)	140,500	3,998,000	16,766,568 p	20,905,068		59,500	
District Computer/Network/ System Upgrades	1,032,044	-	-	1,032,044		944,134	
Quad Modernization	8,920,991	-	4,019,766 a	12,940,757		8,869,918	
Norco Industrial Technology Facility Project	10,147,826	-	20,484,000 a	30,631,826		5,151,562	
Moreno Valley/Student/Academic Services Facility Project	1,157,320	4,055,238	14,397,724 p	19,610,282		645,284	
Stokoe Innovative Learning Center	7,653,605	-	2,444,632 a	10,098,237		6,495,915	
Nursing/Sciences Building - Riverside	25,850,533	-	59,308,000 a p	85,158,533		3,592,880	
Future Projects - Feasibility/Planning/Management	811,108	723,602	-	1,534,710		619,413	
Scheduled Maintenance Match	1,370,765	-	2,140,534 s	3,511,299		1,249,431	
Food Services Remodel - Riverside/Moreno Valley	4,545,268	-	-	4,545,268		1,193,775	
ECS Building Upgrade Project - Moreno Valley/Norco	625,327	-	-	625,327		357,583	
Modular Redistribution Projects (All campuses and BCTC)	10,210,988	-	-	10,210,988		7,866,103	
PBX/Network Operations Centers / M & O Facility	3,569,632	2,055,918	-	5,625,550		499,482	
Student Support Center - Norco	19,994,500	-	-	19,994,500		1,282,040	
Aquatics Center - Riverside	5,000,000	9,031,125 d	-	14,031,125		1,045,400	
Soccer Field / Artificial Turf - Norco	4,616,480	-	-	4,616,480		2,171,494	
Quad Basement Remodel Project	467,500	-	-	467,500		-	
Black Box Theatre Remodel Project - Riverside	761,750	-	-	761,750		7,455	
Technology Building - A Remodel Project - Riverside	935,000	-	-	935,000		7,875	
Center for Health, Wellness, and Kinesiology - Norco	83,000	5,557,000	22,402,912	28,042,912		10,790	
Health Science Center - Moreno Valley	94,271	2,775,729	21,773,273	24,643,273		-	
ADA Transition Plan - District Wide	481,780	5,878,220	-	6,360,000		-	
March Dental Education Center - Moreno Valley	500,000	-	-	500,000		-	
Moreno Valley Parking Structure Project	4,750,000	18,100,000	-	22,850,000		-	
Total In-Progress or Initial Phase Projects	\$ 114,818,583	\$ 59,331,557	\$ 173,893,409	\$ 348,043,549		\$ 42,260,664	
Total Projects	\$ 177,463,072	\$ 59,331,557	\$ 179,027,408	\$ 415,822,037		\$ 104,712,057	

a Actual State Construction Act Funding

p Projected State Construction Act Funding

s Actual State Scheduled Maintenance Funding Requiring District Match

d \$1,750,000 Riverside County; \$3,000,000 Riverside City; \$4,281,125 private donations

**Riverside Community College District  
 Measure C - Project Commitments Summary - By Location  
 Through April 30, 2009**

Project	Location				Board Approved Measure C Project Funding
	District	Riverside	Norco	Moreno Valley	
<b><u>Completed</u></b>					
Certificates of Participation (1993 & 2001) - Refunding	\$ 12,492,085	\$ -	\$ -	\$ -	\$ 12,492,085
GO Bond Issuance Related Expenditures	4,860,905	-	-	-	4,860,905
Bridge Space	69,911	404,183	359,401	341,637	1,175,132
District Phone and Voicemail Upgrades	349,000	-	-	-	349,000
MLK Renovation	-	1,010,614	-	-	1,010,614
Room Renovations - Norco	-	-	100,020	-	100,020
Swing Space	-	4,273,734	-	-	4,273,734
Phase I - Wheelock PE Complex/Athletic Field	-	4,516,435	-	-	4,516,435
Phase I - Parking Structure - Riverside	-	20,949,896	-	-	20,949,896
ECS Secondary Effects - Moreno Valley	-	-	-	288,919	288,919
RCCD System Office / Future RSA	2,629,981	-	-	-	2,629,981
Emergency Phone Project	10,000	178,626	102,773	88,318	379,717
Long Range Master Plan - Riv/Norco/MoVal	-	807,532	362,867	289,985	1,460,384
Hot Water Loop System & Boiler Repl. - Moreno Valley	-	-	-	891,296	891,296
Logic Domain - Capital Project Management System	96,000	-	-	-	96,000
Infrastructure Projects - Riverside/Norco/Moreno Valley	484,451	-	-	-	484,451
Utility Retrofit Project	-	3,210,016	1,587,401	1,388,503	6,185,920
Bradshaw Building Electrical Project	-	500,000	-	-	500,000
Total Completed Projects	<u>\$ 20,992,333</u>	<u>\$ 35,851,036</u>	<u>\$ 2,512,462</u>	<u>\$ 3,288,658</u>	<u>\$ 62,644,489</u>
<b><u>In-Progress or Initial Phase</u></b>					
Phase II - Wheelock PE Complex Gymnasium Retrofit	\$ -	\$ 1,098,395	\$ -	\$ -	\$ 1,098,395
Physical/Life Science Secondary Effects	-	140,500	-	-	140,500
District Computer/Network/ System Upgrades	1,032,044	-	-	-	1,032,044
Quad Modernization	-	8,920,991	-	-	8,920,991
Norco Industrial Technology Facility Project	-	-	10,147,826	-	10,147,826
Moreno Valley/Student/Academic Services Facility Project	-	-	-	1,157,320	1,157,320
Stokoe Innovative Learning Center	-	7,653,605	-	-	7,653,605
Nursing/Sciences Building - Riverside	-	25,850,533	-	-	25,850,533
Future Projects - Feasibility/Planning/Management	811,108	-	-	-	811,108
Scheduled Maintenance Match	-	838,593	180,850	351,322	1,370,765
Food Services Remodel - Riverside/Moreno Valley	-	1,045,268	-	3,500,000	4,545,268
ECS Building Upgrade Project - Moreno Valley/Norco	-	-	373,031	252,296	625,327
Modular Redistribution Projects (All campuses and BCTC)	-	3,334,062	2,079,335	4,797,591	10,210,988
Riverside PBX/Network Operations Center	-	500,000	-	-	500,000
Norco Network Operations Center / M&O Facility	-	-	56,275	-	56,275
Moreno Valley Network Operations Center (NOC)	-	-	-	3,013,357	3,013,357
Student Support Center - Norco	-	-	19,994,500	-	19,994,500
Aquatics Center - Riverside	-	5,000,000	-	-	5,000,000
Soccer Field / Artificial Turf - Norco	-	-	4,616,480	-	4,616,480
Quad Basement Remodel Project	-	467,500	-	-	467,500
Black Box Theatre Remodel Project	-	761,750	-	-	761,750
Technology Building - A Remodel Project	-	935,000	-	-	935,000
Center for Health, Wellness, and Kinesiology - Norco	-	-	83,000	-	83,000
Health Science Center - Moreno Valley	-	-	-	94,271	94,271
ADA Transition Plan - District Wide	20,030	309,988	72,152	79,610	481,780
March Dental Education Center - Moreno Valley	-	-	-	500,000	500,000
Moreno Valley Parking Structure	-	-	-	4,750,000	4,750,000
Total In-Progress or Initial Phase Projects	<u>\$ 1,863,182</u>	<u>\$ 56,856,185</u>	<u>\$ 37,603,449</u>	<u>\$ 18,495,767</u>	<u>\$ 114,818,583</u>
Total Projects	<u>\$ 22,855,515</u>	<u>\$ 92,707,221</u>	<u>\$ 40,115,911</u>	<u>\$ 21,784,425</u>	<u>\$ 177,463,072</u>
Percent of Total	<u>12.88%</u>	<u>52.24%</u>	<u>22.61%</u>	<u>12.28%</u>	<u>100.00%</u>

**Riverside Community College District**  
**Measure C - Project Commitments Summary - Future Projects**  
**Through April 30, 2009**

	<u>Projected State Funding</u>	<u>Estimated Measure C Funding Requirements</u>	<u>Total Estimated Project Funding</u>
<b><u>Proposed Future Projects</u></b>			
Phase III - Wheelock PE Complex Stadium - (Riverside)	\$ -	\$ 5,300,000	\$ 5,300,000
Public Safety, Law Enforcement and Fire Training LRC Phase II / BCTC "Center Status" (Moreno Valley)	8,229,060	914,340	9,143,400
Riverside School for the Arts (Riverside)	46,336,600	16,390,000	62,726,600
<b><u>Additional Projects Under Consideration</u></b>			
Secondary Effects Projects (Student Support Center & Tech Bldg. release space) Norco	-	-	-
Monitoring Wells - Norco	-	-	-
South Corona Center - Norco	-	-	-
Maintenance and Operations Facility - Moreno Valley	-	-	-
Consolidation Project - District Office	-	-	-
Cell Phone Tower - Moreno Valley	-	-	-
	<u>\$ 54,565,660</u>	<u>\$ 22,604,340</u>	<u>\$ 77,170,000</u>

**Riverside Community College District**  
**Measure C - Project Commitments Summary - Future Projects by Location**  
**Through April 30, 2009**

<u>Project</u>	<u>Location</u>				<u>Total Estimated Measure C Funding Requirements</u>
	<u>District</u>	<u>Riverside</u>	<u>Norco</u>	<u>Moreno Valley</u>	
<b><u>Proposed Future Projects by Location</u></b>					
Phase III - Wheelock PE Complex Stadium - (Riverside)	\$ -	\$ 5,300,000	\$ -	\$ -	\$ 5,300,000
Public Safety, Law Enforcement and Fire Training LRC Phase II / BCTC "Center Status" (Moreno Valley)		-	-	914,340	914,340
Riverside School for the Arts (Riverside)	-	<u>16,390,000</u>	-	-	<u>16,390,000</u>
Total Proposed Projects	<u>\$ -</u>	<u>\$ 21,690,000</u>	<u>\$ -</u>	<u>\$ 914,340</u>	<u>\$ 22,604,340</u>
Percent of Total	<u>0.00%</u>	<u>95.96%</u>	<u>0.00%</u>	<u>4.04%</u>	<u>100.00%</u>

**Riverside Community College District  
 Measure C - Project Commitments - Detail  
 Through April 30, 2009**

**Board Approved Measure C Project Funding  
 8/3/2004 Through 04/30/09**

**Series A, Series B, Series A Refunding, Series 2007 C Projects**

**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
Long Range Master Plan		1,460,384
Hot Water Loop System - Moreno Valley		891,296
Logic Domain - Capital Project		96,000
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
Utility Retrofit Project		
Riverside Campus	3,210,016	
Norco Campus	1,587,401	
Moreno Valley Campus	1,388,503	
Total Utility Retrofit Project		6,185,920
Bradshaw Building - Electrical Project		500,000
Total Completed Projects		\$ 62,644,489

**Riverside Community College District  
 Measure C - Project Commitments - Detail  
 Through April 30, 2009**

**Board Approved Measure C Project Funding  
 8/3/2004 Through 04/30/09**

**Series A, Series B, Series A Refunding, Series 2007 C Projects**

**In-Progress or Initial Phase**

Phase II - Wheelock PE Complex Gymnasium Seismic Retrofit	\$	1,098,395	
Physical / Life Science Secondary Effects		140,500	
District Computer Systems Upgrades		126,990	
Computer System Hardware		755,054	
District Network Upgrades		150,000	
Total District Computer/Network Upgrades			1,032,044
Quad Modernization - Building Project		5,867,744	
Quad Modernization - Equipment Project		2,563,000	
Quad Modernization - Planning and Working Drawings		490,247	
Total Quad Modernization			8,920,991
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)			25,850,533
Future Projects - Feasibility/Planning/Management			811,108
Scheduled Maintenance			1,370,765
Food Services Remodel			
Riverside Campus		1,045,268	
Moreno Valley Campus		3,500,000	
Total Food Services Remodel			4,545,268
ECS Building Upgrade Project - Norco		373,031	
ECS Building Upgrade Project - Moreno Valley		252,296	
Total ECS Building Upgrade			625,327
Modular Redistribution Project			
Norco Campus (project completed)		2,079,335	
Moreno Valley Campus		4,613,928	
Ben Clark (project completed)		183,663	
Riverside Campus		3,334,062	
Total Modular Redistribution Project			10,210,988
Riverside - PBX Network Operations Center			500,000
Norco - PBX Network Operations Center			56,275
Moreno Valley - PBX Network Operations Center			3,013,357
Norco Campus Student Support Center			19,994,500
Riverside Aquatics Project			5,000,000
Norco Soccer Field			4,616,480
Quad Basement Remodel Project			467,500
Black Box Theatre Remodel Project			761,750
Technology Building - A Remodel Project			935,000
Center for Health, Wellness and Kinesiology			83,000
Health Science Center			94,271
ADA Transition Plan			481,780
March Dental Education Center			500,000
Moreno Valley Parking Structure			4,750,000
Total In-Progress or Initial Phase Projects			<u>114,818,583</u>
Total Series A, Series B, Series A Refunding and Series 2007 C Projects			<u>\$ 177,463,072</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-B-3

Date: May 19, 2009

Subject: CCFS-311Q – Quarterly Financial Status Report for the Quarter Ended  
March 31, 2009

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 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.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Bill J. Bogle, Jr.  
Controller



**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

**Quarterly Financial Status Report, CCFS-311Q  
CERTIFY QUARTERLY DATA**

**CHANGE THE PERIOD** ▾

Fiscal Year: 2008-2009

Quarter Ended: (Q3) Mar 31, 2009

District: (960) RIVERSIDE

Your Quarterly Data is Certified for this quarter.

**Chief Business Officer**

James L. Buysse

**CBO Name:**

**CBO Phone:** 951-222-8047

**CBO Signature:**

**Date Signed:** 2/24/09

**Chief Executive Officer Name:** Irving G. Hendrick

**CEO Signature:**

**Date Signed:**

**Electronic Cert Date:** 04/22/2009

**District Contact Person**

**Name:** Aaron S. Brown  
**Title:** Associate Vice Chancellor,  
Finance

**Telephone:** 951-222-8789

**Fax:** 951-222-8022

**E-Mail:** Aaron.Brown@rcc.edu

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

Send questions to:  
Christine Atalig (916)327-5772 [atalig@ccccc.edu](mailto:atalig@ccccc.edu) or Glen Campora (916)323-6899 [gcampora@ccccc.edu](mailto:gcampora@ccccc.edu)  
© 2007 State of California. All Rights Reserved.

**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

**Quarterly Financial Status Report, CCFS-311Q  
VIEW QUARTERLY DATA**

CHANGE THE PERIOD ▾

Fiscal Year: 2008-2009  
Quarter Ended: (Q3) Mar 31, 2009

District: (960) RIVERSIDE

As of June 30 for the fiscal year specified

Actual 2005-06	Actual 2006-07	Actual 2007-08	Projected 2008-2009
-------------------	-------------------	-------------------	------------------------

**I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:**

Line	Description	Actual 2005-06	Actual 2006-07	Actual 2007-08	Projected 2008-2009
<b>A.</b>	<b>Revenues:</b>				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	119,560,718	136,328,169	140,056,553	147,434,597
A.2	Other Financing Sources (Object 8900)	-429,132	-965,504	-930,061	-944,036
A.3	<b>Total Unrestricted Revenue (A.1 + A.2)</b>	119,131,586	135,362,665	139,126,492	146,490,561
<b>B.</b>	<b>Expenditures:</b>				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	118,163,127	128,975,161	137,207,962	152,240,342
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,076,930	976,930	1,166,930	1,291,930
B.3	<b>Total Unrestricted Expenditures (B.1 + B.2)</b>	119,240,057	129,952,091	138,374,892	153,532,272
C.	<b>Revenues Over(Under) Expenditures (A.3 - B.3)</b>	-108,471	5,410,574	751,600	-7,041,711
D.	<b>Fund Balance, Beginning</b>	12,344,738	12,638,845	18,049,419	18,801,019
D.1	Prior Year Adjustments + (-)	402,578	0	0	0
D.2	<b>Adjusted Fund Balance, Beginning (D + D.1)</b>	12,747,316	12,638,845	18,049,419	18,801,019
E.	<b>Fund Balance, Ending (C. + D.2)</b>	12,638,845	18,049,419	18,801,019	11,759,308
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	10.6%	13.9%	13.6%	7.7%

**II. Annualized Attendance FTES:**

Line	Description	2005-06	2006-07	2007-08	2008-2009
G.1	Annualized FTES (excluding apprentice and non-resident)	26,258	23,967	27,526	31,713

**III. Total General Fund Cash Balance (Unrestricted and Restricted)**

As of the specified quarter ended for each fiscal year

2005-06	2006-07	2007-08	2008-2009
---------	---------	---------	-----------

H.1	Cash, excluding borrowed funds		36,206,861	23,769,151
H.2	Cash, borrowed funds only		0	0
H.3	Total Cash (H.1 + H.2)	18,281,687	24,882,375	23,769,151

**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)
<b>Revenues:</b>					
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	147,364,597	147,434,597	99,888,877	67.8%
I.2	Other Financing Sources (Object 8900)	-944,036	-944,036	-754,730	79.9%
I.3	<b>Total Unrestricted Revenue (I.1 + I.2)</b>	<b>146,420,561</b>	<b>146,490,561</b>	<b>99,134,147</b>	<b>67.7%</b>
<b>Expenditures:</b>					
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	151,651,614	152,240,342	102,805,478	67.5%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,291,930	1,291,930	929,715	72%
J.3	<b>Total Unrestricted Expenditures (J.1 + J.2)</b>	<b>152,943,544</b>	<b>153,532,272</b>	<b>103,735,193</b>	<b>67.6%</b>
K.	<b>Revenues Over(Under) Expenditures (I.3 - J.3)</b>	<b>-6,522,983</b>	<b>-7,041,711</b>	<b>-4,601,046</b>	
L.	Adjusted Fund Balance, Beginning	18,801,019	18,801,019	18,801,019	
L.1	<b>Fund Balance, Ending (C. + L.2)</b>	<b>12,278,036</b>	<b>11,759,308</b>	<b>14,199,973</b>	
M.	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	8%	7.7%		

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		Classified	
	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
a. SALARIES:						
Year 1:						
Year 2:						

	Year 3:								
<b>b. BENEFITS:</b>	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?

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 MARCH 31, 2009**

**Cash Position - Unrestricted and Restricted**

	YTD Activity
Beginning Cash, July 1, 2008	\$ 22,443,900
Net Change in Accounts Receivables	16,113,744
Net Change in Accounts Payables	(12,309,525)
Revenue and Other Financial Sources	122,965,033
Expenditures and Other Outgo	(125,444,002)
Ending Cash, March 31, 2009	<u>\$ 23,769,151</u>

**Budget and Actual Activity - Unrestricted**

	Adopted Budget	Revised Budget	YTD Activity
<b>Revenues</b>			
Federal	\$ 125,144	\$ 125,144	\$ 41,309
State	101,181,227	101,181,227	67,822,732
Local	46,058,226	46,128,226	32,024,836
Total Revenues	<u>147,364,597</u>	<u>147,434,597</u>	<u>99,888,877</u>
<b>Other Financing Sources</b>	(944,036)	(944,036)	(754,730)
<b>Total Revenues</b>	<u>146,420,561</u>	<u>146,490,561</u>	<u>99,134,147</u>
<b>Expenditures</b>			
Academic Salaries	\$ 70,433,845	\$ 70,431,491	\$ 49,906,173
Classified Salaries	32,085,805	32,187,359	22,302,277
Employee Benefits	26,985,192	27,230,556	17,870,058
Materials & Supplies	2,590,606	2,729,528	1,861,720
Services	17,064,950	16,839,454	9,994,080
Capital Outlay	2,491,216	2,821,954	871,170
Total Expenditures	<u>151,651,614</u>	<u>152,240,342</u>	<u>102,805,478</u>
<b>Other Outgo - Objects</b>	1,291,930	1,291,930	929,715
<b>Total Expenditures and Other Outgo</b>	<u>152,943,544</u>	<u>153,532,272</u>	<u>103,735,193</u>
<b>Revenues Over (Under)</b>			
<b>Expenditures</b>	(6,522,983)	(7,041,711)	(4,601,046)
<b>Beginning Fund Balances</b>	18,801,019	18,801,019	18,801,019
<b>Ending Fund Balances</b>	<u>\$ 12,278,036</u>	<u>\$ 11,759,308</u>	<u>\$ 14,199,973</u>
<b>Contingency</b>			
Unrestricted	\$ 11,378,036	\$ 10,859,308	\$ 13,299,973
<b>Reserve</b>	900,000	900,000	900,000
<b>Total Contingency/Reserve</b>	<u>\$ 12,278,036</u>	<u>\$ 11,759,308</u>	<u>\$ 14,199,973</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-1

Date: May 19, 2009

Subject: Norco Student Support Center – Design Amendment

Background: On February 20, 2007, the Board of Trustees ratified a contract agreement with Harley Ellis Devereaux to program and design the Norco Student Support Center project. The design services consisted of preparing program plans, including a Final Project Proposal (FPP), detailed plans, specifications, and working drawings.

Staff is now requesting to amend the agreement for additional services with Harley Ellis Devereaux for the Norco Student Support Center project in the amount of \$59,927. Additional services include interior signage design package, audio visual architectural infrastructure design, security infrastructure integration, project electronic fly through and additional pre-construction/audio visual design meetings. Additional scope of work is outlined in attached Amendment, Exhibit I.

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

Recommended Action: It is recommended that the Board of Trustees approve the attached amended agreement with Harley Ellis Devereaux in an amount not to exceed \$59,927 for additional services for the Norco Student Support Center project, and authorize the Vice Chancellor, Administration and Finance, to sign the amendment.

Irving G. Hendrick  
Interim Chancellor

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

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

AMENDMENT TO THE AGREEMENT  
DATED FEBRUARY 20, 2007  
BETWEEN  
HARLEY ELLIS DEVEREAUX  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
(Norco Student Support Center)

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

The agreement is hereby amended as follows:

Additional compensation of this amended agreement shall not exceed \$59,927, including expenses. Payments and final payment shall coincide with original agreement dated February 20, 2007.

Additional scope of work shall be provided in Exhibit I, Attached.

All other terms and conditions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date written below.

HARLEY ELLIS DEVEREAUX

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

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

Daniel J. Benner  
Principal  
1770 Iowa Avenue  
Riverside, CA 92507

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

James L. Buysse  
Vice Chancellor  
Administration and Finance

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

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

## Exhibit I

### Interior signage design package

Provide interior building signage per revised campus standard. Provide exterior building signage. Provide Kitchen graphics and signage. Provide Student Services signage. This will include an initial design meeting and 2 follow up meetings. We will prepare a set of biddable documents.

\$17,000

### Audio Visual Architectural Infrastructure Documentation

HED will draft the infrastructure for the system in the Electrical Contract Documents as directed by the Districts consultant to support the AV system design. The drafting and documentation by HED is shown as a convenience to the District for bidding purposes. HED will not assume any risk for the design of the system and is only providing as a convenience to the District.

\$13,951

### Security Infrastructure Documentation

HED will draft the infrastructure for the system in the Electrical Contract Documents as directed by the Districts consultant to support the Security system design. The drafting and documentation by HED is shown as a convenience to the District for bidding purposes. HED will not assume any risk for the design of the system and is only providing as a convenience to the District.

\$6,976

### Project Electronic Fly Through

\$8,000

Additional twelve (12) pre-construction meetings and two (2) audio visual meetings requested by District.

\$14,000



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-2

Date: May 19, 2009

Subject: District Modular Project – Moreno Valley Allied Health Sciences and Riverside City Campus – Change Order No. 3

Background: On March 18, 2008, the Board of Trustees approved the District Modular Project – Moreno Valley Allied Health Sciences and Riverside City Campus. This project was intended to provide space for the expansion of Allied Health Sciences at the Moreno Valley campus and to support programs and future renovation projects at the Riverside City campus.

On October 21, 2008, the Board approved Change Order No. 1 for changes to the District Modular Project – Moreno Valley Allied Health Sciences and Riverside City Campus. On January 27, 2009, the Board approved Change Order No. 2. Staff is now requesting approval of the final Change Order No. 3. A description of the change order work is noted in the attached Change Order Summary.

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

Recommended Action: It is recommended that the Board of Trustees approve Change Order No. 3 for the District Modular Project – Moreno Valley Allied Health Sciences and Riverside City Campus in the amount of \$68,000, authorize the use of Measure “C” funds and authorize the Associate Vice Chancellor of Facilities Planning, Design and Construction to sign the Change Order.

Irving G. Hendrick  
Interim Chancellor

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

Rick Hernandez  
Director, Capital Planning  
Facilities Planning, Design and Construction

Riverside Community College District  
Facilities, Planning, Design and Construction  
District Modular Project –  
Moreno Valley Allied Health Sciences and Riverside City Campus

CHANGE ORDER SUMMARY

Change Order: 3  
Contractor: Hinkley & Associates, Inc.

<i>Contract Amount:</i>	\$ 3,456,789.00
<i>Change Order No. 1 Amount:</i>	\$ 98,484.83
<i>Change Order No. 2 Amount:</i>	\$ 101,658.13
<i>Change Order No. 3 Amount:</i>	<u>\$ 68,000.00</u>
<i>Revised Contract Sum:</i>	\$ 3,724,931.96
<i>Original Contract Contingency:</i>	\$ 345,678.90
<i>Remaining Contract Contingency:</i>	\$ 77,535.94

Change Order Description:

- Extended overhead for Supervision \$68,000.00  
*Requested by:* Contractor  
*Accountability:* District changes force the contractor to suffer significant delays in scheduling/staffing. Although the initial change order (claim) amount was over \$200,000, the District was able to negotiate a reasonable settlement.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-3

Date: May 19, 2009

Subject: Phase III-Norco/Industrial Technology Project – Change Orders

Background: On October 17, 2006, the Board of Trustees approved an agreement with ProWest Constructors to provide multiple prime construction management services for the Phase III-Norco Industrial Technology Center. On December 11, 2007 the Board of Trustees approved thirty-two (32) construction prime trade contractors for the multiple prime delivery method. The individual contractors would complete construction services throughout the Phase III-Norco/Industrial Technology Project.

Staff is now requesting Board approval of Change Orders for modifications to the Phase III-Norco/Industrial Technology Project for the following contractors:

- IAC Engineering (\$2,550.00)
- PK Mechanical Systems (\$21,335.59)
- Risher Sutherland, dba United Contractors \$2,570.02
- Inland Building Construction Companies, Inc. \$1,769.63
- Inland Empire Architectural Specialties, Inc. (\$537.60)

A description of change order work is noted in the attached Change Order Summary.

To be credited/funded from the Board approved project budget change order contingency, (State Construction Act Funds – Resource 4100 and District Measure “C” funds - Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve the deductive Change Orders for the Phase III-Norco/Industrial Technology Project for IAC Engineering – \$2,550.00, PK Mechanical Systems - \$21,335.59, Inland Empire Architectural Specialties, Inc. - \$537.60, approve the additive Change Orders for Risher Sutherland - \$2,570.02 and Inland Building Construction Companies, Inc. - \$1,769.63 and authorize the Associate Vice Chancellor of Facilities Planning, Design and Construction to sign the Change Orders.

Irving G. Hendrick  
Interim Chancellor

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

Rick Hernandez  
Director, Capital Planning  
Facilities Planning, Design and Construction

Riverside Community College District  
Facilities, Planning, Design and Construction  
Phase III-Norco/Industrial Technology Project

CHANGE ORDER SUMMARY

Change Order: 2  
Contractor: IAC Engineering

<i>Contract Amount:</i>	\$ 569,000.00
<i>Change Order No. 1 Amount:</i>	\$ 31,071.16
<i>Change Order No. 2 Amount:</i>	<u>\$ -2,550.00</u>
<i>Revised Contract Sum:</i>	\$ 597,521.16
<i>Original Contract Contingency:</i>	\$ 56,900.00
<i>Remaining Contract Contingency:</i>	\$ 25,828.84

Change Order Description:

- Credit due back to District for work removed from Scope of Work. (\$2,550.00)  
Demolition at the West Parking Lot per sheet AS-6, would be later demolished by the future Center for Student Success project. New layout of ADA parking configuration referenced in DSA A#04-109594 dated January 12, 2009, sheet AS-02.  
*Requested by:* CM/District  
*Accountability:* Unnecessary work removed for credit.

Change Order: 1  
Contractor: PK Mechanical Systems

<i>Contract Amount:</i>	\$ 190,000.00
<i>Change Order No. 1 Amount:</i>	<u>\$ -21,335.59</u>
<i>Revised Contract Sum:</i>	\$ 168,664.41
<i>Original Contract Contingency:</i>	\$ 19,000.00
<i>Remaining Contract Contingency:</i>	\$ 19,000.00

Change Order Description:

- Credit due back to District for work removed from Scope of Work. (\$500.00)  
Per Construction Keynotes 1, 2 & 3 sheet P0-3 - Item No. 7, Cap, remove and reroute existing medium pressure gas line. The location of the existing gas line was outside of the excavation and compaction area. No rerouting was necessary. The work was not required, as actual conditions were different than shown on the drawings.  
*Requested by:* CM/District  
*Accountability:* Architect Errors & Omissions
- Credit due back to District for balance of allowance. (\$20,248.39)  
The allowance was included in the bid package for Site Utilities, which was not fully expended during the course of construction.  
*Requested by:* CM/District  
*Accountability:* Unnecessary work removed for credit.

- Credit due back to District for back charge from D.F. Perez (\$587.20)  
 Construction having to compact soil prior to pouring concrete in an area not completed by PK Mechanical Systems. At the mechanical yard, PK Mechanical Systems was to tie in a new storm drain to an existing. Upon completion of this work, PK Mechanical Systems backfilled the trench without inspection from the testing agency onsite. D.F. Perez Construction was scheduled to finish grading and pour concrete, however they could not complete their work until the compaction in this trench area was signed off. ProWest Constructors instructed D.F. Perez Construction to dig and compact the area and receive final inspection and approval for the work.  
*Requested by:* CM/District  
*Accountability:* Contractor repayment of its damages.

Change Order: 2  
 Contractor: Risher Sutherland, dba United Contractors

<i>Contract Amount:</i>	\$ 127,000.00
<i>Change Order No. 1 Amount:</i>	\$ 1,945.00
<i>Change Order No. 2 Amount:</i>	<u>\$ 2,570.02</u>
<i>Revised Contract Sum:</i>	\$ 131,515.02
<i>Original Contract Contingency:</i>	\$ 12,700.00
<i>Remaining Contract Contingency:</i>	\$ 8,184.98

- Change Order Description:
- Furnish and install two (2) Alaco Model 504 fixed aluminum roof ladders. This work was included in the bid package for miscellaneous steel and railings. The Prime Trade Contractor who was awarded this contract has since gone out of business. Other than the change of ladder material from steel to aluminum, this is no change to the DSA approved documents.  
*Requested by:* CM/District  
*Accountability:* Architect Errors & Omissions/Unnecessary work omitted. \$2,570.02

Change Order: 1  
 Contractor: Inland Building Construction Companies, Inc. (Specialties)

<i>Contract Amount:</i>	\$ 112,000.00
<i>Change Order No. 1 Amount:</i>	<u>\$ 1,769.63</u>
<i>Revised Contract Sum:</i>	\$ 110,230.37
<i>Original Contract Contingency:</i>	\$ 11,200.00
<i>Remaining Contract Contingency:</i>	\$ 9,430.37

Change Order Description:

- Reference Bulletin No. 17, changes to the lab classrooms: Add Second video projector mount and screen in Room N107. Remove 4x12 marker board and replace with a 4x4 tack board. Also, added two (2) 4x12 marker boards in room N107. Changes requested to accommodate function ability of the lab. \$1,769.63

*Requested by:* District

*Accountability:* Campus requested change to improve the instructional program.

Change Order: 1

Contractor: Inland Empire Architectural Specialties, Inc.

<i>Contract Amount:</i>	\$	39,200.00
<i>Change Order No. 1 Amount:</i>	\$	<u>-537.60</u>
<i>Revised Contract Sum:</i>	\$	38,662.40
<i>Original Contract Contingency:</i>	\$	3,920.00
<i>Remaining Contract Contingency:</i>	\$	3,920.00

Change Order Description:

- Credit due back to District for four (4) fixed seating units. (\$537.60)  
The contract drawings showed 142 seats. Upon completion of the shop drawings of the specified fixed seating, only 138 seats would fit in the lecture area. There is no change to the disabled access seating areas.

*Requested by:* Architect

*Accountability:* Architect Errors & Omissions

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-4

Date: May 12, 2009

Subject: Temporary Loans – Potential Cash Shortage Arising from State Apportionment Deferrals – Resolution No. 48-08/09

Background: In February 2009, the State adopted mid-year adjustments to the FY 2008-2009 budget, including deferring additional monthly apportionment payments to community college districts. Apportionment payments for the months of February, March and April 2009 will be deferred to July of FY 2009-2010.

The newly adopted apportionment deferral process, along with the existing June apportionment deferral, has created the potential for the District to experience cash flow shortages in its general operating fund. In March 2009, the Board authorized staff to explore the option of issuing a Tax Revenue Anticipation Note (TRAN) to mitigate the impact of the apportionment deferrals. As noted during Board discussions, a TRAN cannot be issued until July 2009 and that it may be necessary to do an internal borrowing.

In addition, given the uncertainties surrounding the FY 2009-2010 budget, the State's own cash flow difficulties, the uncertain impact of permanent apportionment deferrals throughout FY 2009-2010; and the timing of the District's monthly revenue and expenditure cycle, staff is seeking authorization to temporarily borrow an amount not to exceed \$10,000,000 from Fund 41, Resource 4130 (La Sierra Capital) as necessary to cover cash deficits in Funds 11 and 12 (General Operating Funds) arising from apportionment deferrals.

Recommended Action: It is recommended that the Board of Trustees authorize temporary loans from Fund 41, Resources 4130 in the aggregate amount not to exceed \$10,000,000 as needed to mitigate cash shortages arising from apportionment deferrals, including interest at a rate equal to that received by the District on its short-term investments with the Riverside County Treasurer, with said loans to be repaid to the respective Fund and Resource from the District's apportionment allocations.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Aaron S. Brown  
Associate Vice Chancellor, Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION FOR TEMPORARY LOANS

RESOLUTION No. 48-08/09

Temporary Loans – Potential Cash Shortage Arising from State Apportionment Deferrals

WHEREAS the State of California adopted mid-year adjustments related to the fiscal year 2008-2009 budget resulting in deferred monthly apportionment payments to the District; and

WHEREAS the deferred monthly apportionment payments create the potential for cash flow shortages in the District's Unrestricted and Restricted Operating Funds (Funds 11 and 12) which would negatively impact the District's ability to meet its financial obligations; and

WHEREAS the governing board of the Riverside Community College District has determined that temporary loans to the Unrestricted and Restricted Operating Funds (Funds 11 and 12) in the aggregate amount not to exceed \$10,000,000 may be necessary for purposes of cash flow; and

WHEREAS the governing board of the Riverside Community College District has determined that sufficient funds exist in Fund 41, Resource 4130 to provide temporary loan.

NOW, THEREFORE, BE IT RESOLVED that temporary loans in the aggregate amount not to exceed \$10,000,000 to the Unrestricted and Restricted Operating Funds (Funds 11 and 12) from Fund 41, Resource 4130 be approved.

This is an exact copy of the resolution adopted by the governing board at a regular meeting on May 19, 2009.

---

Clerk or Authorized Agent



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-1

Date: May 19, 2009

Subject: Norco Operations Center

Background: During the development of the Norco Campus' Long Range Educational Master Plan and the Long Range Facilities Master Plan, the need for a consolidated operations center project was identified. The project has now been vetted and approved by the Norco Campus Strategic Planning Committee and the District Strategic Planning Committee.

The project will include approximately 20,200 gsf of office, storage, and meeting space for maintenance and operations functions (custodial, grounds, trades services, and warehouse and receiving operations). It will also house the campus Network Operations Center (NOC), which requires approximately 2,500 gsf. The NOC was originally planned to be a separate building, but through the campus strategic planning process, it became clear that combining functions in one building was more efficient and cost effective. It will include 2,000 gsf for instructional media support services, storage and repair facilities. Additionally, the project will include 500 gsf of space to house the campus Emergency Command Center (ECC). The ECC will contain materials and supplies and provide meeting space for the campus Emergency Response Command Team to oversee and manage a campus level emergency. The Operations Center is the optimal location for the ECC, since the building will have emergency generator backup to support campus information service functions. The benefits of the consolidated Operations Center include: shared clerical support for three operational units, generator backup support to provide emergency power for information services and the emergency command center, and consolidation of instructional media support services into one service center. The proposed site is approximately two acres, located at the north edge of the campus.

Staff now seeks the Board's approval for project planning and design. It is estimated that \$1.6 million will be necessary to execute the planning and design of the project (includes architect and engineering design fees, CEQA planning, geotechnical engineering services, Division of State Architect (DSA) fees, and other related planning services and fees). Funding for this project would be derived from District Measure "C" funds (Resource 4160).

On December 26, 2009, the District issued a Request for Proposals (RFP) for Architecture and Engineering Services. On February 11, 2009 and February 12, 2009, the District invited eight firms for interviews. The interviews were administered by a multi-campus staff committee. Based on the results of the interviews and proposals, staff is requesting approval to enter into the agreement with Hill Partnership, Inc. to provide design and engineering services for the planning and design of the Norco Operations Center Project in the amount of \$809,600.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-1

Date: May 19, 2009

Subject: Norco Operations Center  
(continued)

The agreement includes architectural design and engineering services for project programming and planning, schematic design, design development, construction documents, Division of State Architect (DSA) approval, bid documents, technology consulting services and Leadership in Energy and Environmental Design (LEED)/sustainability consulting (it is the Campus intent that this will be a LEED equivalent certified building).

Recommended Action: It is recommended that the Board of Trustees approve the planning and design of the project with an allocation of Measure "C" funding in the amount of \$1,600,000; approve the agreement with the Hill Partnership, Inc. in the amount of \$809,600 to provide design and engineering services for the project; and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Brenda Davis  
President, Norco Campus

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

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

AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

HILL PARTNERSHIP, INC.

THIS AGREEMENT is made and entered into on the 20<sup>th</sup> day of May, 2009, by and between HILL PARTNERSHIP, INC. hereinafter referred to as "Architect" 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 Architect's office(s), and on site at Riverside Community College District, Norco Campus.
3. The services rendered by the Architect are subject to review by the Associate Vice Chancellor of Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from May 20, 2009, to the estimated completion date of September 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 Architect.
5. Payment in consideration of this agreement shall not exceed \$809,600 including expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning, Design and Construction.
6. All data prepared by Architect 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 Architect shall have the right to retain copies of all such data for Architect 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 Architect shall be indemnified against any damages resulting from

such use. In the event the Architect, following the termination of this Agreement, desires to use any such data, Architect shall make the request in writing through the office of the Associate Vice Chancellor of Facilities Planning, Design and Construction, who will obtain approval from the Board of Trustees before releasing the information requested.

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Architect in connection with this Agreement shall be held in a strictly confidential manner by Architect. Such materials shall not, without the written consent of District, be used by Architect 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. Architect 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 Architect, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Architect services under this Agreement. Architect 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 Architect, 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 Architect), Architect, its officers and employees in any legal actions based upon such alleged negligence, recklessness, or willful misconduct. The obligations to indemnify and hold Architect 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. Architect 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 Architect'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 Architect, in which case District will pay Architect 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 Architect, and to authorize Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
12. Architect shall not discriminate against any person in the provision of services or employment of persons on the basis of race, religion, sex or gender, disability, medical condition, marital status, age or sexual orientation. Architect understands that harassment of any student or employee of District with regard to religion, sex or gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.
13. Architect is an independent contractor and no employer-employee relationship exists between Architect 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.

Hill Partnership, Inc.

Riverside Community College District

\_\_\_\_\_  
Lawrence A. Frapwell  
President  
115 Twenty-second St.  
Newport Beach, CA 92663

\_\_\_\_\_  
James L. Buysse  
Vice Chancellor  
Administration and Finance

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

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

## Exhibit I

### Scope of Project:

The project consists of a new Operations Center and related site improvements at the District's Norco Campus as further described below:

1. A Maintenance Operations (M&O) Facility which shall be generally consistent with the Program Summary prepared by HPI and the District/Campus staff dated 4/17/2008 documenting a facility need of approximately 20,200 gsf (16,200 asf).
2. A Networks Operations Center (NOC) of approximately 2,500 gsf designed and developed in general conformance with the conceptual plan for the District's Moreno Valley Campus.
3. An Instructional Media Center (IMC) of approximately 2,000 gsf containing instructional media support offices, storage, and repair facilities.
4. The proposed site is approximately 2 acres located at the north edge of the campus. It is acknowledged that the site area is limited and may require separation of some supporting / yard functions to an adjacent site.
5. Site improvements, for purposes of this proposal, shall be limited to the yard areas required to functionally support the M&O, NOC and IMC facilities.
6. Consideration will be given in the Schematic Design Phase to possible phased realignment and /or reconstruction of the existing service road to accommodate siting of the proposed facilities in conformance with the Campus Master Plan, as well as other pedestrian and vehicular circulation considerations. The alignment and extent of such improvements are currently unknown. Therefore services related to realignment and / or reconstruction of the existing service road beyond schematic design considerations, including detailed design, engineering and cost estimating of such improvements, are excluded from the scope of services addressed.

### Project Programming & Confirmation:

Programming services shall consist of the following:

- Conduct meetings with Campus and District representatives to confirm and establish in greater detail the qualitative and quantitative functional requirements for all building and site facilities.
- Review findings with Campus and District Administration.
- Work with Campus and District facilities and maintenance staff to incorporate existing campus standards.

- Develop alternatives for review and obtain approval of a Project Program for the above listed functions defining the scope of improvements and functional requirements with respect to spatial configuration and adjacencies; finishes; and building systems – mechanical, electrical, telecom/data, security, acoustic performance and other specialized needs.

#### Basic Services:

HPI's Basic Services shall be consistent with the District's Standard Agreement and shall include normal Architectural, Structural, Mechanical, Plumbing, Electrical, Fire Alarm, Telecommunication/Data and Audio/Visual infrastructure design and engineering, Civil Engineering and Landscape Architecture as further defined below:

- Civil Engineering – Services include development of grading / drainage documents; sewer, water and storm drain improvements; Hydrology and Hydraulics Report; SWPPP Plan and Binder; and WQMP Binder. For purposes of this proposal it is assumed that existing and/or master planned utilities have or will be extended to the site by others under separate contract to the District.
- Fire Protection - For purposes of this proposal, it assumed that Basic Services shall consist of development of a performance specification for bidding of fire sprinkler systems to licensed fire sprinkler contractors. HPI and its consultants shall be responsible for review, stamping / signing and processing of the fire sprinkler submittal developed by the selected contractor through the State Architect's Office and State Fire Marshall's Office as a deferred approval.
- Security Systems - Design and specification of security systems shall be limited to provision of infrastructure and specification of intrusion detection systems based on District provided standards and guide specifications.

#### Supplemental Services:

##### Technology Consulting Services

HPI proposes to retain Vantage Technology Consulting Group (Vantage) to provide technology consulting and design services for the Project including the following:

- Creation of a Network Operations Center that will house core networking equipment, the campus NEC Telephone Switch, media, storage and network servers and other items of IT Equipment to support the RCDD Norco campus. It will require specialized in-row air cooling and UPS-backed power, a fixed pad diesel generator, automatic transfer switch, fire suppression system and emergency power relief. It will be connected to the campus cabling infrastructure with copper and optical fiber cabling via an existing manhole adjacent to the footprint of the building. The facility is to be designed as a Technology Equipment Room and does not require audiovisual equipment other than security cameras.



- Creation of a Micro Computer and Instructional Media Center, which will provide areas for, equipment repair, equipment storage, and office space for microcomputer and instructional media technicians and supervisor. This area does not require significant audiovisual equipment.

Vantage's scope of work will include the following systems:

- Technology and Low Voltage System Infrastructure (Technology Rooms, cable containment, device locations, etc)
- Telephone / Data Cabling (including cabling for wireless data access points)
- Connection / integration of the above systems with the existing District systems.
- Provisioning of infrastructure with other low voltage systems including but not limited to emergency management and security systems will be part of the scope of work. This will include the connectivity wire, backboard space, patch panel housing, patch cord and evaluation of switch and power capacity. The integration of the application for these services is not part of the scope for work.
- Non-Water Base Fire Suppression System

Vantage will provide Technology Consulting services for the design of the in-building infrastructure that will support the technology systems and associated cabling and wireless networking throughout the Norco Campus Operations Center. This work will include recommendations and requirements regarding the connections to existing campus infrastructure, MDF/IDF Rooms and other spaces that house technology systems. It will also include cable tray, riser and conduit requirements and outlet locations and quantities. Furthermore, Vantage will provide assistance in the planning of the Network Operations Center, including provision of a coordinated floor plan, recommendations for power, cooling, fire protection, security, grounding, cable containment and other infrastructure requirements.

Vantage will design the technology cabling system and wireless infrastructure that will be installed to support the technology systems in the Norco Campus Operations Center. This work will include technology cabling system performance requirements, cabling system configuration, including cable types and quantities, outlet configurations, testing, labeling and as-built documentation. Vantage will produce the technology cabling drawings, which will include floorplans showing device locations, technology infrastructure systems and technology equipment room locations and layouts. The cabling drawing set will also include singleline and riser drawings, details and other information. Vantage will provide bid specifications for the technology cabling system.

During the Construction Administration phase of the project, Vantage will review and comment on technology system submittals, RFIs, samples and associated documents and

will assist with resolution of site issues. Vantage will attend Site Meetings and visit site to inspect the installation of the technology infrastructure and systems.

Technology Consulting Services is based on the following understandings and assumptions:

1. Based on discussions with District, the current campus MPOE will become a cross connection point for the campus with copper and fiber cabling being intercepted from the utility manhole closest to the footprint of the building. Vantage is required to work closely with the District and utility on this relocation of services.
2. Vantage will design and develop bid specifications associated with the installation of the phased cabling system that will take place prior to the cut-over of the new building.
3. Vantage's design will include the design and engineering of the designated connection points including not only the new infrastructure related to the building but the connection out of the building that provides the redundant link to the campus network.
4. Excluded from Vantage's work is the design of active data network and telephone systems and specification of desktop and laptop computers, printers and other peripherals. Vantage will be available to discuss system options and equipment types with the RCCD IT Dept and would be happy to provide full design services for this work as an additional fee.

#### Equipment Inventory

At the request of the District, HPI shall provide services to inventory and document existing specialty equipment intended for relocation / use within the new facilities. If required and authorized such services will include:

- Visual inspection and photographic accounting/recording of existing equipment intended for reuse. Changes in inventory or the condition of equipment subsequent to the date of the inventory shall be the responsibility of the District.
- As deemed necessary by HPI for planning purposes, HPI will record and document general measurements of specialized equipment.
- HPI will request available product data specifying utility requirements to equipment. Should such product data not be available / provided by the District, HPI will attempt to determine by visual inspection of equipment and readily observable product name plates the service requirements of individual equipment however shall not be responsible to open any equipment or confirm any information not readily available and or observable.
- As a part of Basic Services HPI's construction documents shall indicate the location / placement of existing and new fixed equipment and all known infrastructure requirements for such fixed equipment.

## LEED / Sustainability Consulting

- If requested by the District, HPI proposes to retain Ecotype/Consulting to provide LEED / sustainability consulting and LEED documentation services to achieve LEED Equivalent Certification (Basic).

### Limits of Service and Exclusions:

- Boundary and /or topographic surveying

HPI shall be entitled to rely upon the base topographic, utility surveys and other information provided by the District.

- Geotechnical Engineering
- Traffic consulting
- Environmental analysis
- Collaborate with District and utility provider to design and engineer the relocation of the MPOE to new building.

For purposes of this proposal it is assumed all required services and utilities are or will be extend to the site under separate contract by others and are sufficient to support the intended uses / improvements.

- Audio Visual (AV) Consulting
- Acoustic Consulting
- Access Compliance

HPI recognizes that the exterior path of travel serving the area of improvements must meet ADA/T24 requirements; however the scope of required improvements is unknown at this time. HPI will document internal ADA access routes and site access routes to the building from the adjacent site areas. Site related ADA access improvements including routes from public ways, parking, adjacent buildings, and site areas outside of the immediate scope of work will be addressed as additional services.

- FF&E

Design and/or specification of moveable furniture, fixtures and equipment are specifically excluded. Should such services be required they shall be provided as Supplemental Services. Specification of Audio Visual equipment is included as a part of the Audio Visual consulting services defined above.

- Signage and graphics (except as required by code)
- Move Management

Move management services are specifically excluded.

- Commissioning

Development of commissioning specifications and all other commission services are specifically excluded

#### District's Responsibilities:

District's responsibilities shall include the following:

- Provide boundary, topographic and utility survey of the subject site and utility improvements.
- Provide geotechnical engineering and environmental testing services as required for the project.
- Provide all other consulting services other than those enumerated above as part of HPI's basic services.

#### Compensation:

- Programming:

HPI proposes to provide project programming / program confirmation services on a fixed fee basis of Five Thousand Dollars (\$5,000.00).

- Basic Services:

HPI proposes to provide the services described above on a fixed fee basis of Seven Hundred Thousand Dollars (\$700,000.00) as follows:

➤ Schematic Design	10% = \$ 70,000
➤ Design Development	20% = \$ 140,000
➤ Construction Documents	30% = \$ 210,000
➤ DSA Approval	5% = \$ 35,000
➤ Bidding	2% = \$ 14,000
➤ Construction Administration	30% = \$ 210,000
➤ Close Out	3% = \$ 21,000

HPI proposes to develop the SD, DD & CD documents in Revit, a Building Information Modeling (BIM) software.

- Supplemental Services:

HPI proposes to provide the services listed on a fixed fee basis as follows:

- Technology Consulting Services \$ 49,600
  - Infrastructure and Cabling \$ 17,900
  - Network Operation Center \$ 25,700
- LEED / Sustainability Consulting \$ 55,000
- Equipment Inventory On a time and material basis

Schedule:

Subject to further discussion with the District / Campus a proposed schedule of services is outlined below:

Notice to Proceed (NTP):	TBD
Programming	4 weeks
Code Analysis:	2 weeks (concurrent with Programming Design)
Schematic Design:	8 weeks
Review and Approval:	2 weeks
Design Development:	12 weeks
District Review and Approval:	2 weeks
Construction Documents 50%:	6 weeks
District Review and Approval	2 weeks
Construction Documents 95%:	6 weeks
District Review and Approval:	2 weeks
DSA Review and Approval:	32 weeks
Bid Period & Contract Award	TBD
Construction Period	TBD (not to exceed 14 months)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-2

Date: May 19, 2009

Subject: Norco Secondary Effects Project

Background: For the past year the Norco Campus, through its Strategic Planning Committee, has evaluated the space availability impacts that the new Phase III Industrial Technology Building Project (Occupancy: June 2009), and the Student Success Center Project (Occupancy: August 2010), will have on the campus. As part of the Long Range Facilities Master Plan, the need for additional classrooms and class labs was identified with the intent that space vacated by both the addition of Phase III and the Student Success Center would provide the opportunity to repurpose space to help fill the need for additional instructional space and instructional support space.

The campus has developed a plan which will repurpose and rehabilitate 31,000 square feet of space that will provide for: a new Biology Lab, a new Chemistry Lab, a remodeled Physics Lab, a remodeled Chemistry Lab, a new Digital Art Lab and Art Gallery, a new Learning Center including Integrated Instructional Support Labs, remodeled office spaces, an expanded College Police office, an enlarged Assessment Center, and an enlarged Admissions and Records services area.

The project has been vetted and approved by the Campus Strategic Planning Committee and the District Strategic Planning Committee.

Staff now seeks the Board's approval for project planning and design. It estimated that \$1.1 million dollars will be necessary to execute the planning and design of the project (includes: Architect and Engineering design fees, Division of State Architect (DSA) fees, and other related planning services and fees.) Funding would be derived from District Measure "C" monies (Resource 4160).

Staff is also requesting Board's approval to engage the Hill Partnership (HPI) Architects to provide design and engineering services for planning and design of the Norco Secondary Effects Project in the amount of \$807,752. The agreement includes architectural design and engineering services for project programming and planning, schematic design, design development, construction documents, Division of State Architect (DSA) approval, and bid documents. A copy of the agreement is attached for the Board's review and consideration. Funding source: District Measure "C" funds (Resource 4160).

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-2

Date: May 19, 2009

Subject: Norco Secondary Effects Project  
(continued)

Recommended Action: It is recommended that the Board of Trustees approve initiation of the planning and design and an allocation of Measure "C" funding in the amount of \$1.1 million; approve the agreement with the Hill Partnership, Inc. in the amount of \$807,752, to provide design and engineering services for the project; and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Brenda Davis  
President, Norco Campus

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

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

AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

HILL PARTNERSHIP, INC.

THIS AGREEMENT is made and entered into on the 20<sup>th</sup> day of May, 2009, by and between HILL PARTNERSHIP, INC. hereinafter referred to as “Architect” 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, Project Attachment A, Project Attachment B, Attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Architect’s office(s), and on site at Riverside Community College District, Norco Campus.
3. The services rendered by the Architect are subject to review by the Associate Vice Chancellor of Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from May 20, 2009, to the estimated completion date of December 31, 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 Architect.
5. Payment in consideration of this agreement shall not exceed \$807,752 including expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning, Design and Construction.
6. All data prepared by Architect 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 Architect shall have the right to retain copies of all such data for Architect 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 Architect shall be indemnified against any damages resulting from such use. In the event the Architect, following the termination of this Agreement, desires to use any such data, Architect shall make the request in writing through the office of the Associate Vice Chancellor of Facilities Planning, Design and Construction, who will obtain approval from the Board of Trustees before releasing the information requested.

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Architect in connection with this Agreement shall be held in a strictly confidential manner by Architect. Such materials shall not, without the written consent of District, be used by Architect 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. Architect 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 Architect, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Architect services under this Agreement. Architect 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 Architect, 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 Architect), Architect, its officers and employees in any legal actions based upon such alleged negligence, recklessness, or willful misconduct. The obligations to indemnify and hold Architect 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. Architect 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 Architect'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 Architect, in which case District will pay Architect 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 Architect, and to authorize Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
12. Architect shall not discriminate against any person in the provision of services or employment of persons on the basis of race, religion, sex or gender, disability, medical condition, marital status, age or sexual orientation. Architect understands that harassment of any student or employee of District with regard to religion, sex or gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.
13. Architect is an independent contractor and no employer-employee relationship exists between Architect 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.

Hill Partnership, Inc.

Riverside Community College District

\_\_\_\_\_  
Lawrence A. Frapwell  
President  
115 Twenty-second St.  
Newport Beach, CA 92663

\_\_\_\_\_  
James L. Buysse  
Vice Chancellor  
Administration and Finance

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

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

## Exhibit I

### Scope of Project:

The Project shall consist of renovation, remodeling and conversion of existing classrooms, labs, administrative and service spaces in the following buildings:

- Humanities Building
- Science & Technology Building
- Library Building
- Corral Building
- Student Services Building

The scope of work within the listed buildings shall be in general conformance with the scope of work prepared by the District and further outlined in Attachments “A” & “B”.

The project will be designed and processed for DSA approval. For the purpose of this proposal we suggest that the work within each building be submitted and processed at DSA under separate application.

It is HPI’s understanding the construction of the Project will occur in phases to maintain college operation with minimal impacts. HPI will develop and coordinate the construction phasing with the college, however it is assumed for purposes of this proposal the Project will be bid as single contract and will be completed in four phases. The total construction time for all four phases shall not exceed 16 months (4 Phases at 4 months each).

### Project Programming & Confirmation:

Programming services shall consist of the following:

- Conduct meetings with Campus and District representatives to establish qualitatively and quantitatively the functional needs of the areas impacted.
- Review findings with Campus and District Administration.
- Work with Campus and District facilities and maintenance staff to incorporate existing campus standards.
- Develop alternatives for review and obtain approval of a Project Program for the above listed spaces / functions defining the scope of improvements and functional requirements with respect to spatial configuration and adjacencies; finishes; and building systems – mechanical, electrical, telecom/data, security, acoustic performance and other specialized needs.

### Basic Services:

HPI's Basic Services shall be consistent with the District's Standard Agreement and shall include normal Architectural, Structural, Mechanical, Plumbing, Electrical, Fire Alarm, Telecommunication/Data and Audio/Visual infrastructure design and engineering as further defined below:

- Structural engineering services – Structural services shall be limited to anchorage of architectural tenant improvements and equipment. Seismic upgrade of the existing lateral or vertical load bearing systems is not a part of this project.
- Mechanical / Electrical / Plumbing and Telecommunication / Data engineering services – Services shall include evaluation of existing systems, coordinate with District / Campus representative regarding design standards / criteria and provision of design and engineering services as required by the renovation, remodeling and the conversion.
- Fire Alarm – Provide design and engineering services for the renovated and converted spaces and connection to the existing building / campus system. It is assumed for purpose of this proposal the existing building and campus fire alarm system(s) will support the intended renovations without replacement.

#### Supplemental Services:

##### 1. Audio Visual Consulting Services

HPI proposes to retain JBA Consulting Engineers to provide consulting and design services for audiovisual systems for the renovated buildings. JBA's services include the following:

- Technology Programming  
Work with the facility user groups, Campus / District representatives and technology staff, Architect and Architect's engineers to develop a technology program that establishes the District / College & user's intent and defines the scope of audiovisual systems
- Technology Budget  
Establish a preliminary audiovisual budget concurrent with the architectural schematic design phase. Refine budget at subsequent phases.
- Architectural/Engineering Support  
Provide architectural and engineering planning and design support for integration of the audiovisual systems into the architectural and engineering design of the project throughout the SD, DD, CD, Bidding and CA phases of the project.
- Audiovisual System Design Services

Work closely with the users and Campus / District technology staff to design, specify and produce technical drawings and specifications for the supply and installation of the audiovisual systems.

- **Construction Observation**  
Provide technical and oversight support during the construction installation phases of the project including but not limited to field observation, field reporting, and attendance of weekly construction meetings.

## 2. Telecommunication Services

HPI proposes to retain JBA Consulting Engineers to provide consulting and design services for the telecommunication systems within the renovated buildings. JBA's services include the following:

- **Technology Programming**  
Work with the facility users groups, Campus / District representatives and technology staff, Architect and Architect's engineers to develop a technology program that establishes the District / Campus / user's intent and defines the scope of the structured cabling plant.
- **Architectural/Engineering Support**  
Provide architectural and engineering planning and design support for integration of the telecommunication systems into the architectural and engineering design of the project throughout the SD, DD, CD, Bidding and CA phases of the project.
- **Telecommunication Systems Design Services**  
Work closely with the users and Campus / District technology staff to design, specify and produce technical drawings and specifications for the supply and installation of the telecommunication systems.
- **Construction Observation**  
Provide technical support during the construction and installation phases of the project including field observation of the completed work.

## 3. Acoustic Consulting

HPI proposes to retain JBA Consulting Engineers to provide acoustical consulting services for the renovated buildings. JBA services include evaluation and design support for architectural noise control, mechanical system noise control and general room acoustics.

- **Acoustical Programming**  
Coordinate the acoustical design criteria with the facility users groups, District / Campus representatives, District technology staff, Architect and Architect's engineers.

- **Architectural/Engineering Support**  
Provide architectural and engineering planning and design support for integration of the acoustical recommendations into the architectural and engineering design of the project throughout the SD, DD, CD, Bidding and CA phases of the project.
- **Construction Observation**  
Provide technical support during the construction and installation phases of the project including field observation of the completed work where beneficial to the progress of the work.

Limits of Service and Exclusions:

- **Record Drawings and Field Verification**

It is understood that record drawing of exiting improvements shall be provided by the District. HPI's Basic Services include review of the documents provided and field verification of readily observable existing building and site conditions.

However, insomuch as the remodeling and/or rehabilitation of an existing structure(s) requires that certain assumptions be made by HPI regarding existing conditions, and because some of these assumptions may not be verifiable without the District expending additional sums of money or destroying otherwise adequate or serviceable portions of the structure(s) the District agrees to bear all costs, losses and expenses, including the cost of Architect's Additional Services, arising from the discovery of concealed or unknown conditions, or from any deficiencies or inaccuracies in any information or documentation relative to concealed conditions furnished to HPI by the District.

The preparation of measured drawings may be necessary if Riverside Community College District cannot provide as-builts or record drawings of the existing building and site condition. Such services shall be considered supplemental services.

- **Access Compliance**

Service shall include accessibility upgrades for the renovated spaces and related interior building spaces (such as stairs, elevator, restrooms...etc) on the accessible path of travel as required to meet current State accessibility regulations. It is our understanding that the District has retained a separate consultant to evaluate Campus wide accessibility compliance issues. HPI will coordinate its services with the Campus consultant.

HPI recognizes that the exterior path of travel serving the area of improvements must meet ADA/T24 requirements, however the scope of required improvements is unknown at this time. Should exterior improvements be required they shall be provided as Supplemental Services.

- Exterior Improvements

No exterior work is anticipated or included.

- FF&E

Design and/or specification of moveable furniture, fixtures and equipment are specifically excluded. Should such services be required they shall be provided as Supplemental Services. Specification of Audio Visual equipment is included as a part of the Audio Visual consulting services defined above.

- Hazardous Materials

HPI's professional services specifically exclude any actions related to the abatement, replacement, or removal of any environmentally hazardous product, material or process including those containing asbestos, and/or lead paint existing in the facility. Notwithstanding these provisions, it is understood the District will retain the services of an independent contractor to survey and document environmentally hazardous materials. HPI will coordinate its services with the findings of the independent contractor and shall coordinate with the independent contractor and District to include the findings and related work within the bid package for construction. HPI shall be entitled to rely upon the completeness and accuracy of the information provided by the independent contractor and shall assume no responsibility or liability for the accuracy or completeness of the information provided by the independent contractor.

- Design and engineering of off-site utilities and/or other public improvements.

It is assumed all required services and utilities extend to the building and are sufficient to support the intended uses / improvements.

- Move Management

Move management services are specifically excluded.

#### Compensation:

- Programming:

HPI proposes to provide project programming / program confirmation services on a fixed fee basis of Ten Thousand Two Hundred Dollars (\$10,200.00).

- Basic Services:

HPI proposes to provide the services described above on a fixed fee basis of Seven Hundred and Seventy Thousand Dollars (\$770,000) as follows:



➤ Schematic Design	10% = \$ 77,000
➤ Design Development	20% = \$ 154,000
➤ Construction Documents	40% = \$ 308,000
➤ DSA Approval	5% = \$ 38,500
➤ Bidding	5% = \$ 38,500
➤ Construction Administration	20% = \$ 154,000

- Supplemental Services:

HPI proposes to provide the services listed on a fixed fee basis of Twenty Seven Thousand Five Hundred Fifty Dollars (\$27,552) as follows:

➤ Audio Visual Consulting	\$ 11,000
➤ Telecommunication Services	\$ 11,550
➤ Acoustic Consulting	\$ 5,000

Schedule:

Subject to further discussion with the District / Campus a proposed schedule of services is outlined below

NTP:	TBD
Programming	2 weeks
Code Analysis:	2 weeks (concurrent with Programming Design)
Schematic Design:	8 weeks
Review and Approval:	2 weeks
Design Development:	12 weeks
District Review and Approval:	2 weeks
Construction Documents 50%:	8 weeks
District Review and Approval	2 weeks
Construction Documents 95%:	8 weeks
District Review and Approval:	2 weeks
DSA Review and Approval:	32 weeks
Bid Period & Contract Award	TBD
Construction Period	TBD (not to exceed 16 months)

## ATTACHMENT "A"

Item #	Existing Space Name / Function	New Space Function	Location	Remarks	Aprox. Area
1	Classroom ST203 Offices, 204,205&206	New Biology Lab and Lab Service	Science & Technology Building or Humanities	Convert classrooms to biology Lab and Lab service space. See Diagram D	1250 ASF
2	Physics Lab	New Chemistry Lab and Lab Service	Humanities Building	Converting existing Physics Lab to Chemistry Lab. See Diagram B	1,500 ASF
3	Classrooms	Physics Lab	Humanities Building	Relocate Physics Lab See Diagram B	1,220 ASF
4	Chemistry Lab	Chemistry Lab	Humanities Building	Upgrade mechanical system & Accessibility. See Diagram B	1,220 ASF
5	New Lab Service Spaces (Item included with item 1 & 2)				
6	Math & CIS labs	Digital Art Lab and Art Gallery	Science & Technology Building	Converting the existing space to accommodate the new function. See Diagram C	3,500 ASF
7	Library Ground Floor	Learning Center including integrated instructional support labs, Tutorial services and student health services	Library	Renovation of the Library Ground Floor, existing Faculty offices accessed from outside to remain. See Diagram E	9,750 ASF  *GSF= 14,000 sf
8	Student health Center (Item included with item # 8)				
9	Cafeteria, Prep Area and Campus Police	Expanded College Police Office Faculty Support Ctr	Corral Building	Expand Police offices Convert balance of space to faculty support center See Diagram F	2,200 ASF  *GSF = 2,785 sf
10	Enlarge College Police Office (Item Included with item #13)				
11	Assessment Center Enlargement	Assessment Center	Student Services Building	Enlarging Assessment Center See Diagram H	400 ASF
12	Rooms 101,102, 103,104,105,106, 119,120,121,122, 123 & 125	A&R & Cashier	Student Services Building	Re-layout of the whole space See Diagram G	4,200 ASF

**Approximate Total Area = \*30,075 SF**

\* includes GSF for items 7&9

## **ATTACHMENT "B"**

The diagrams indicate the spaces to be renovated and remodeled in orange, the potential classrooms to be converted to chemistry and biology lab in blue and the spaces to be considered for HVAC system and Accessibility upgrade in green.

## DIAGRAM "B"

### NORCO CITY CAMPUS RIVERSIDE COMMUNITY COLLEGE CHEMICAL INVENTORY MAP LOCATION

MAP \_\_\_ OF \_\_\_

(You may photocopy this map if necessary)



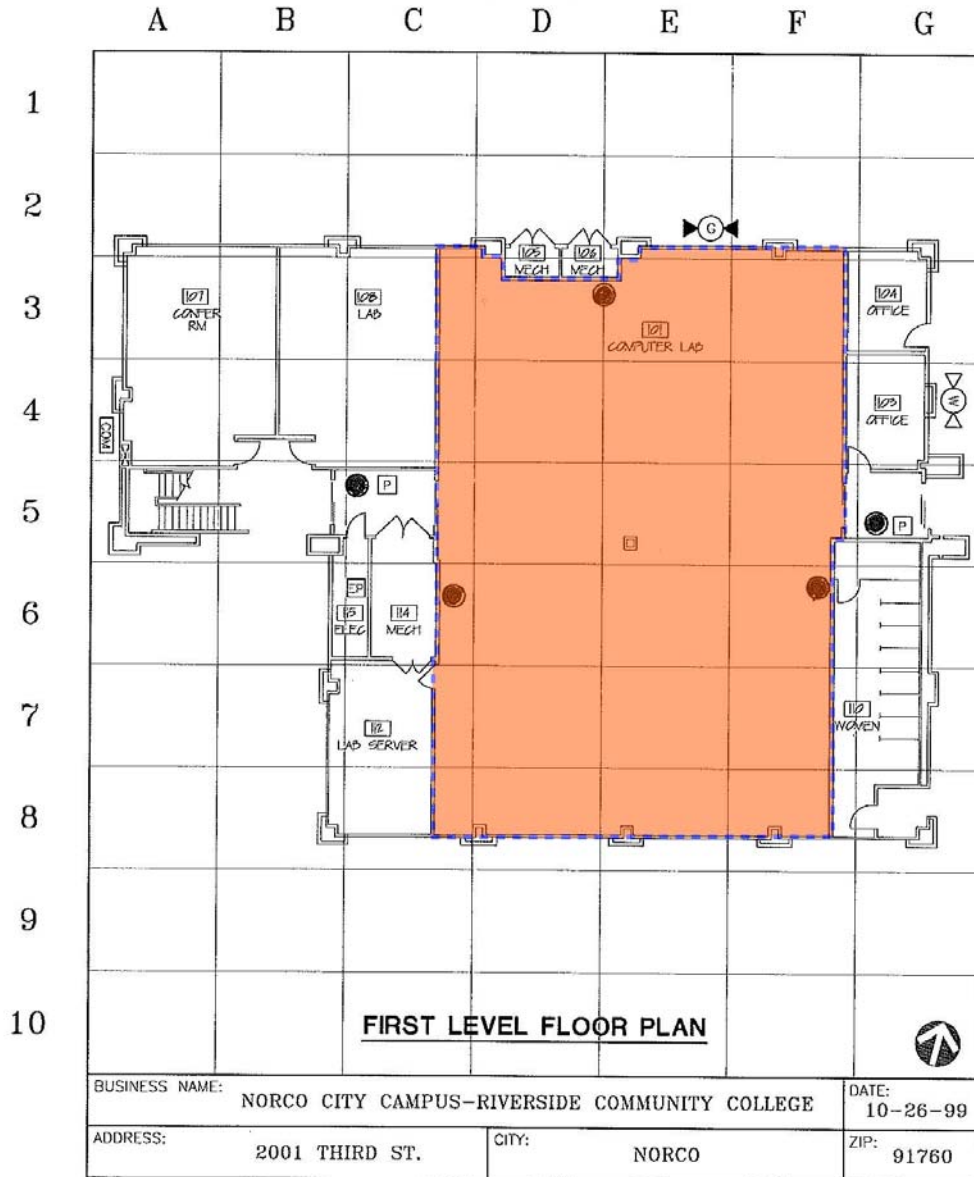
**SHEET 2 of 2**

<b>BUILDING D</b>
<i>SECOND FLOOR</i>
HUMANITIES

**DIAGRAM "C"**  
 NORCO CITY CAMPUS  
 RIVERSIDE COMMUNITY COLLEGE  
 CHEMICAL INVENTORY MAP LOCATION

MAP \_\_\_\_ OF \_\_\_\_

(You may photocopy this map if necessary)



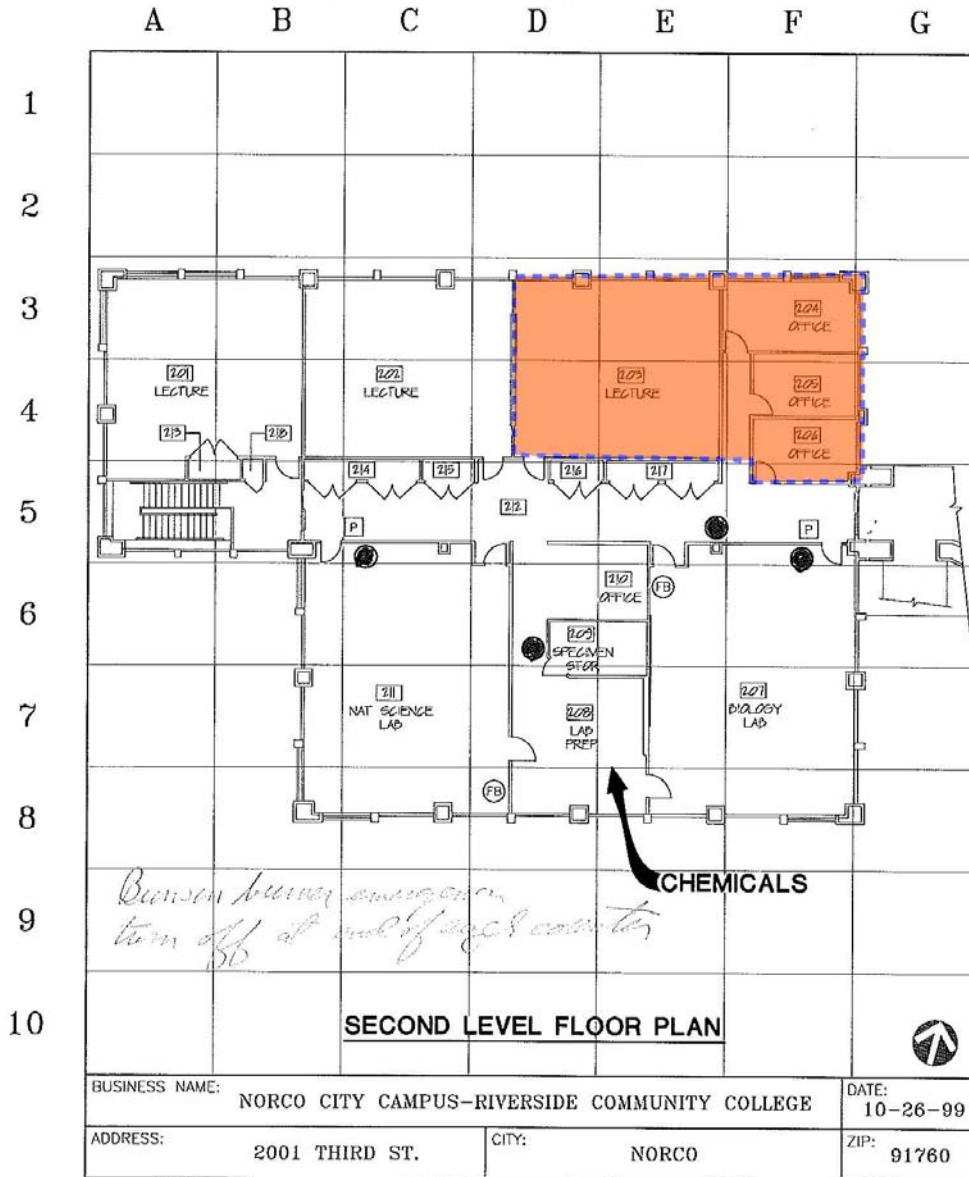
**SHEET 1 of 2**

<b>BUILDING B</b>
FIRST FLOOR
SCIENCE and TECHNOLOGY

**DIAGRAM "D"**  
**NORCO CITY CAMPUS**  
**RIVERSIDE COMMUNITY COLLEGE**  
 CHEMICAL INVENTORY MAP LOCATION

MAP \_\_\_\_ OF \_\_\_\_

(You may photocopy this map if necessary)



**SHEET 2 of 2**

**BUILDING B**  
**SECOND FLOOR**  
 SCIENCE and TECHNOLOGY

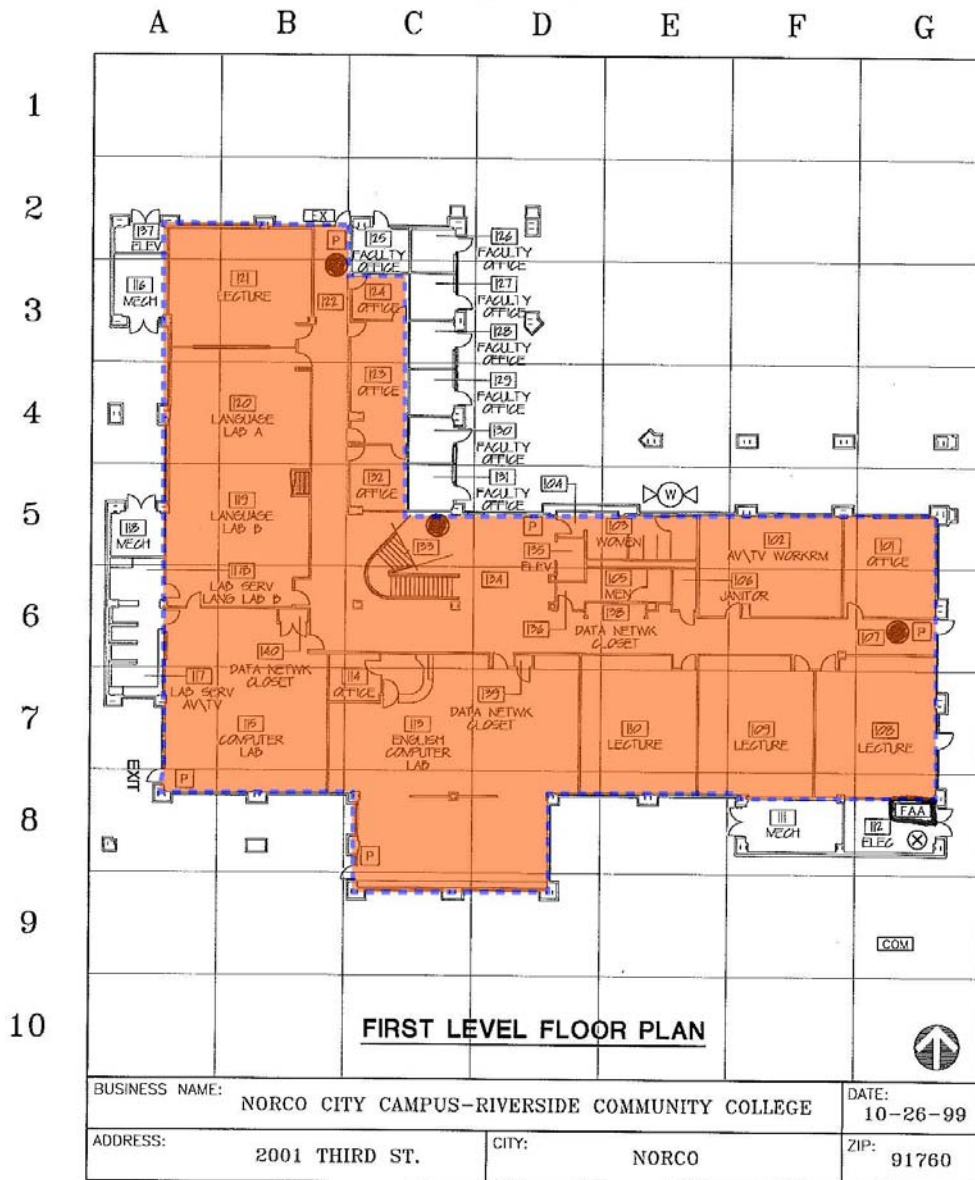
# DIAGRAM "E"

## NORCO CITY CAMPUS RIVERSIDE COMMUNITY COLLEGE

### CHEMICAL INVENTORY MAP LOCATION

MAP \_\_\_\_\_ OF \_\_\_\_\_

(You may photocopy this map if necessary)



**SHEET 1 of 3**

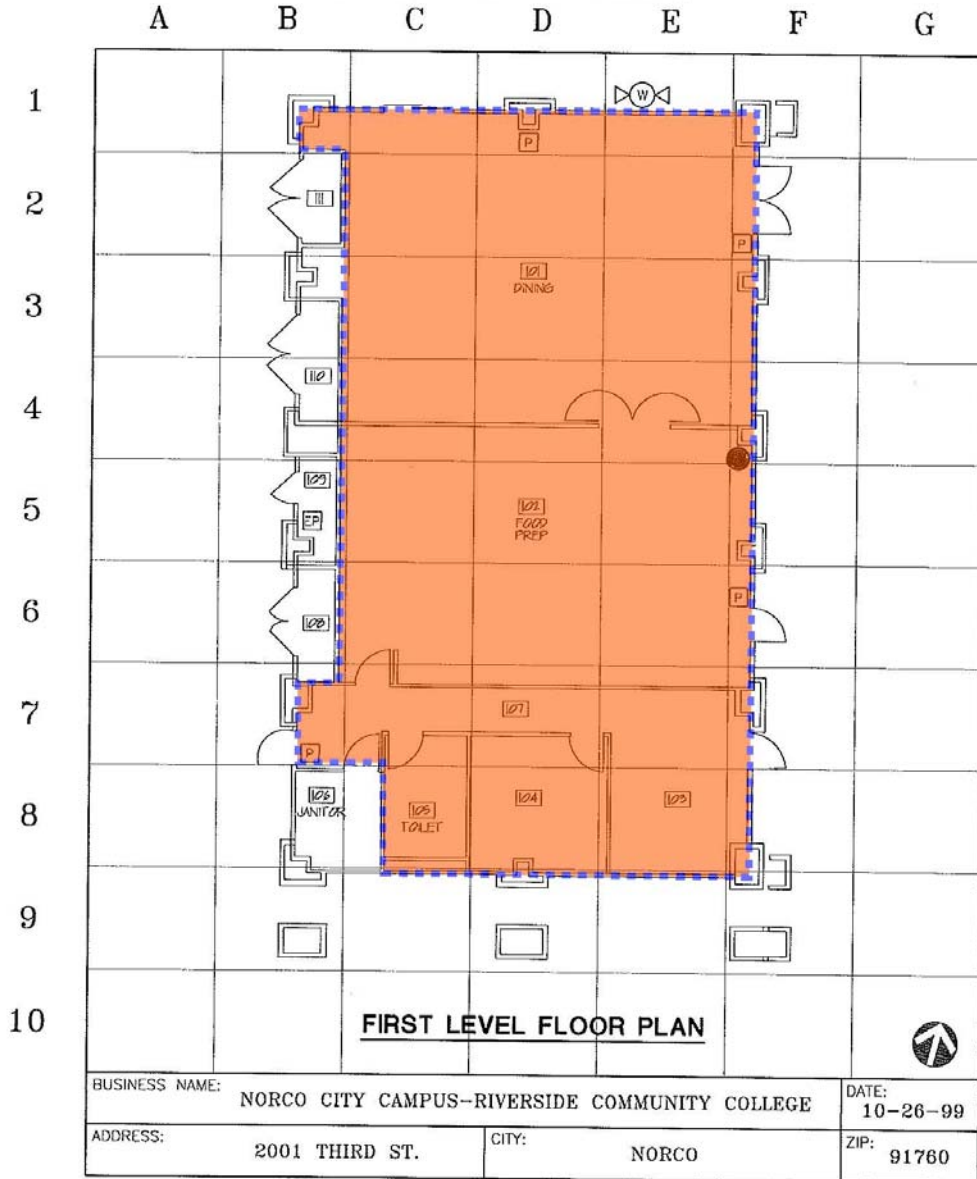
<b>BUILDING G</b>
FIRST FLOOR
WILFRED J. AIREY LIBRARY



**DIAGRAM "F"**  
 NORCO CITY CAMPUS  
 RIVERSIDE COMMUNITY COLLEGE  
 CHEMICAL INVENTORY MAP LOCATION

MAP \_\_\_\_ OF \_\_\_\_

(You may photocopy this map if necessary)



**SHEET 1 of 1**

<b>BUILDING E</b>
FIRST FLOOR
TIGERS' DEN



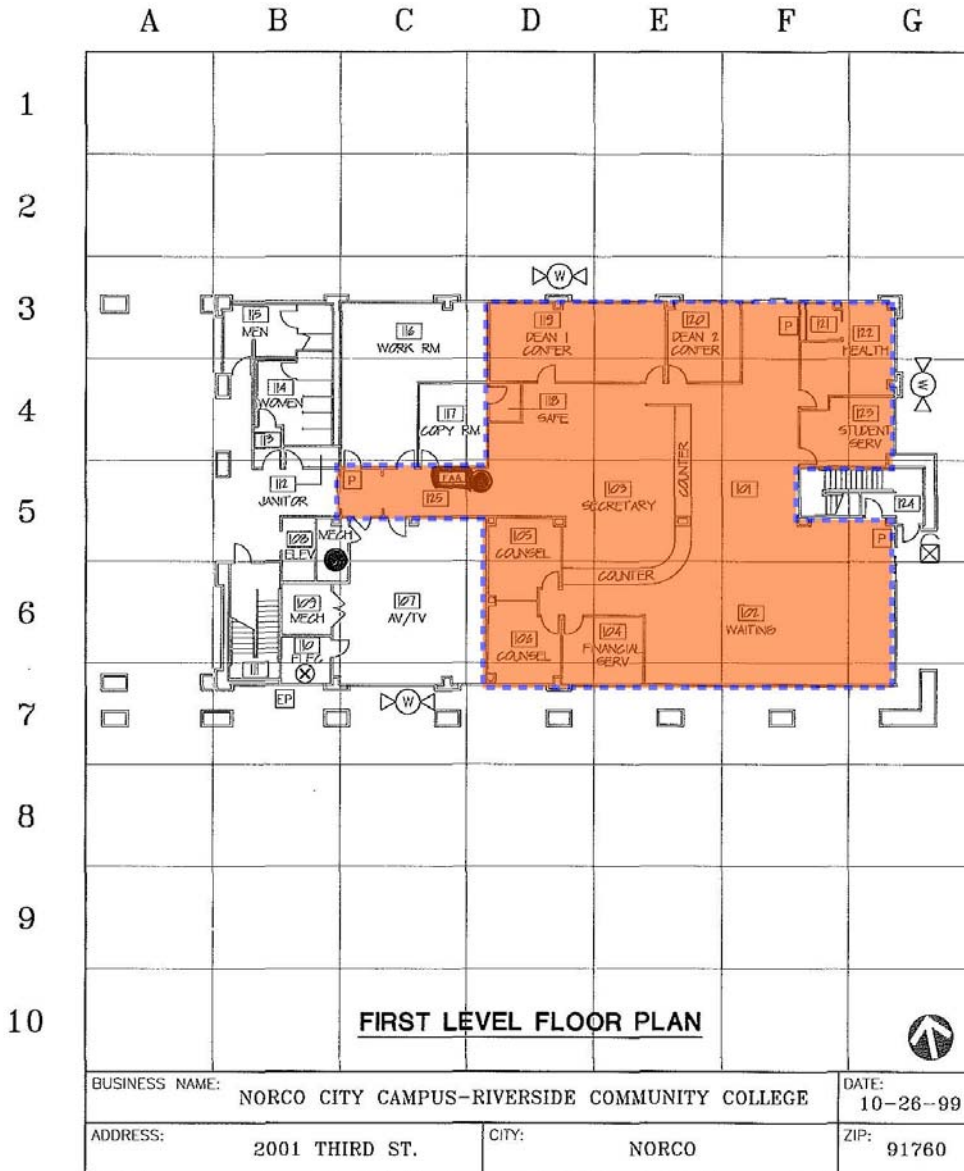
# DIAGRAM "G"

## NORCO CITY CAMPUS RIVERSIDE COMMUNITY COLLEGE

CHEMICAL INVENTORY MAP LOCATION

MAP \_\_\_\_\_ OF \_\_\_\_\_

(You may photocopy this map if necessary)



SHEET 1 of 2

<b>BUILDING A</b>
<u>FIRST FLOOR</u>
STUDENT SERVICES

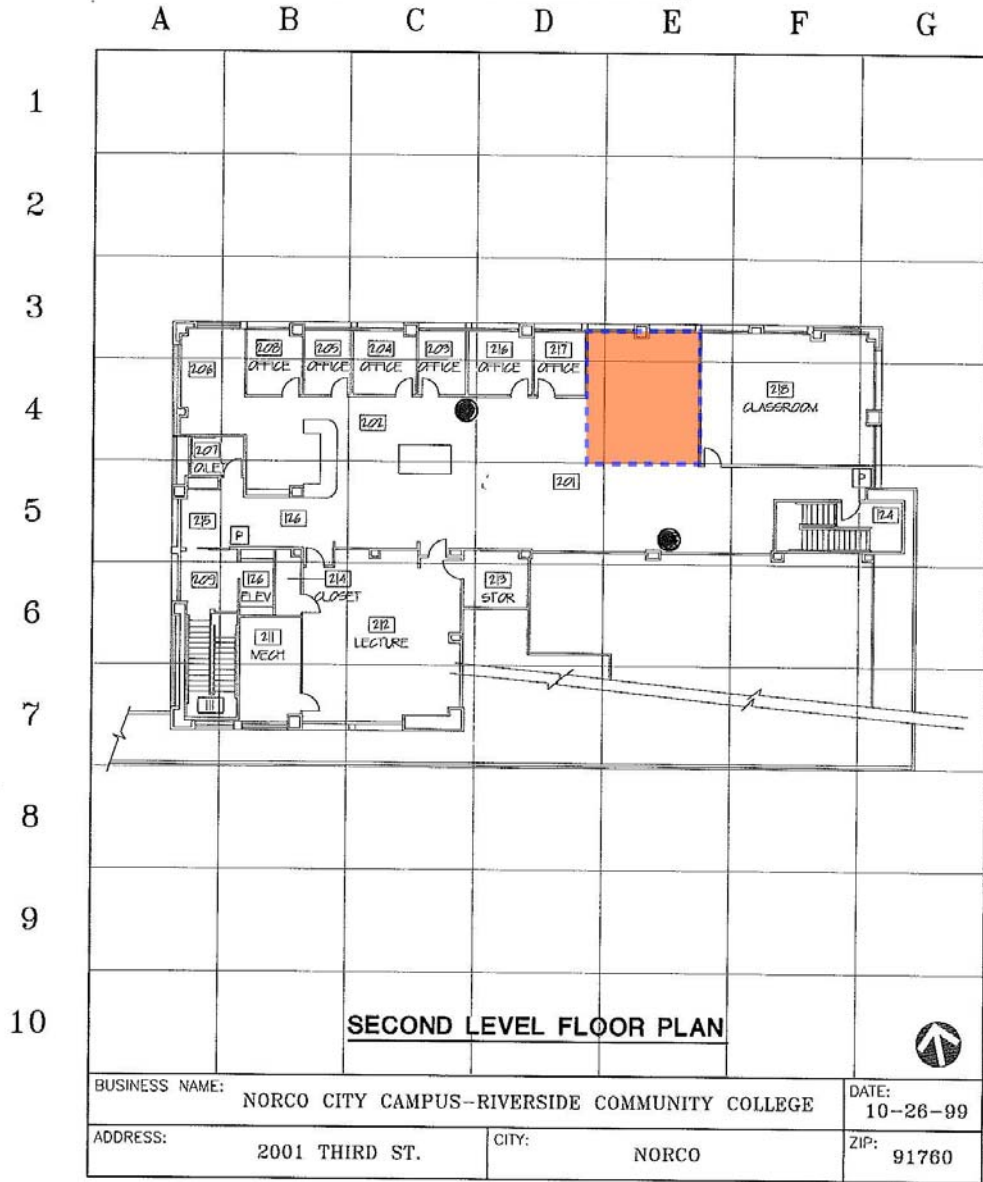
# DIAGRAM "H"

## NORCO CITY CAMPUS RIVERSIDE COMMUNITY COLLEGE

### CHEMICAL INVENTORY MAP LOCATION

MAP \_\_\_\_ OF \_\_\_\_

(You may photocopy this map if necessary)



**SECOND LEVEL FLOOR PLAN**

BUSINESS NAME: NORCO CITY CAMPUS--RIVERSIDE COMMUNITY COLLEGE		DATE: 10-26-99
ADDRESS: 2001 THIRD ST.	CITY: NORCO	ZIP: 91760

**SHEET 2 of 2**

<b>BUILDING A</b> SECOND FLOOR STUDENT SERVICES
---

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-3

Date: May 19, 2009

Subject: Utility Infrastructure Upgrade Project

Background: During the development of the three campuses Long Range Campus Facilities Master Plans, each campus identified the need for upgrading and expanding the infrastructure of utility systems to replace outdated systems and add utility capacity to accommodate growth (the Utility Infrastructure Upgrade Project).

The Utility Infrastructure Upgrade Project will be divided into five (5) phases: Project Scoping, Programming, Master Planning, Schematic Design, and Implementation. The first two phases of the project, Project Scoping and Programming, will include the following scopes of work:

Project Scoping: Services will include a review of existing infrastructure study materials and Long Range Facilities Master Plans and assistance in developing project scope, given utility infrastructure current conditions and needs for built-out and redeveloped conditions.

Programming - Services will include:

1. Project management support for all scoping and programming work related to the upgrading of the infrastructure at all three campuses. The infrastructure shall consist of: domestic and fire protection water, storm drain, mechanical systems (chilled/hot water and central plants), electrical (including building level services), telecommunications and data lines, and natural gas.
2. Identifying and tabulating building square footage, space usage, internal loads, occupancy, and equipment conditions, age of equipment, code compliance issues, and maintenance items. Meetings will be conducted at each of the campuses to determine project scope, objectives, design criteria, project schedule, condition of existing facilities, deficiencies of systems, and future needs based on the Long Range Facilities Master Plans. Said determination will be made relative to current and future utility needs for each campus.
3. Water/Waste Water Analysis: Determination of the expected water and waste water collection and distribution for each campus.
4. Storm Drain Analysis: Determination of the expected storm drain needs for each campus.
5. Mechanical Analysis: Requirements for current and future capacity and estimated replacement, construction and maintenance costs.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-3

Date: May 19, 2009

Subject: Utility Infrastructure Upgrade Project  
(continued)

6. Electrical Analysis: Estimates of total anticipated load requirements of existing and proposed buildings, including single line diagram and site distribution exhibit based on load information secured from utility providers. Additionally, site lighting will be evaluated, foot candle levels will be determined and proposed standardization of fixtures will be provided. The analysis includes service at the building level detail.
7. Telecommunications Analysis: Review of existing systems survey reports and assessment with staff to determine future technology directions that may impact backbone pathway systems. A survey of existing telecom rooms will be conducted, and recommendations for new telecommunication rooms will be provided. Exhibits include, but are not limited to, showing campus wide connectivity diagrams that show the planned physical topology of the inter-building telecommunication systems to serve existing and future buildings.
8. Natural Gas: Evaluation of existing gas distribution system and recommended improvements to meet the demands of existing and proposed buildings.
9. Programming Document: A programming document shall be provided that includes a preliminary needs assessment, showing the expected new and upgraded facilities, approximate sizes of those facilities, sequence of construction, and a preliminary cost model for the systems for each campus. It is intended that the programming document will be used to program the capital outlay for implementing the systems upgrades and expansions. The work product will involve identifying existing facilities (using recently completed infrastructure studies), determine infrastructure needs, where additional infrastructure may be installed, and providing a preliminary opinion of probable cost model that may be used as a basis for the programming of the future infrastructure needs.

Staff now seeks the Board's approval to initiate the first two Phases of the Utility Infrastructure Upgrade Project and approve funding in the amount of \$500,000 to fund the first two phases. Funding for this project would be derived from District Measure "C" monies (Resource 4160).

Additionally, on December 8, 2008, the District issued a Request for Submittal of Qualification for the District Upgrade Project. The District received eleven responses to the RFQ. On March 5, 2009, the District invited five firms for interviews. The interviews were administered by a multi-campus staff committee. Based on the results of the interviews and evaluation of fees, qualifications, and project economies of scale, staff is now requesting approval to enter into an agreement with PSOMAS in an amount not to exceed \$468,785. Services would include scoping and planning for the first two phases of the Utility Infrastructure Upgrade Project. A copy of the agreement is attached. Funding source: District Measure "C" funds (Resource 4160)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-3

Date: May 19, 2009

Subject: Utility Infrastructure Upgrade Project

Recommended Action: It is recommended that the Board of Trustees approve planning for the first two phases and an allocation of Measure "C" funding in the amount of \$500,000; approve the attached agreement with PSOMAS to provide scoping and planning services for the project in the amount of \$468,785; and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Irving G. Hendrick  
Interim Chancellor

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

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

AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

PSOMAS

THIS AGREEMENT is made and entered into on the 20<sup>th</sup> day of May, 2009, by and between PSOMAS hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s), and on site at Riverside Community College District, Moreno Valley Campus, Norco Campus and Riverside City Campus.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor of Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from May 20, 2009, to the estimated completion date of June 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 \$468,785 including expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning, Design and Construction.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided

further, that Consultant shall be indemnified against any damages resulting from such use. In the event Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall make the request in writing through the office of the Associate Vice Chancellor of Facilities Planning, Design and Construction, who will obtain approval from the Board of Trustees before releasing the information requested.

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, sex or gender, disability, medical condition, marital status, age or sexual orientation. Consultant understands that harassment of any student or employee of District with regard to religion, sex or 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.

PSOMAS

Riverside Community College District

\_\_\_\_\_  
Sean P. Vargas  
Vice President, Principal  
2010 Iowa Ave. Suite 101  
Riverside, CA 92507

\_\_\_\_\_  
James L. Buysse  
Vice Chancellor  
Administration and Finance

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

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

## Exhibit I

### Background

In December 2008 Riverside Community College District (RCCD) requested Statements of Qualifications (SOQ) from qualified Engineering firms to support RCCD with utilities infrastructure engineering/design services for each of RCCD's three campuses. Each campus completed Long Range Facilities Master Plans (LRFMP) between 2007 and 2008. Development and re-development of each campus is occurring and will continue to occur simultaneously on parallel tracks. Similarly, Infrastructure Scoping and Programming efforts will take place concurrently using a methodologically consistent procedure to evaluate three different sets of physical and LRFMP-related opportunities and constraints.

#### *Moreno Valley Campus*

The Moreno Valley campus is approximately 140 acres though much of the campus is hillside area. The campus is currently comprised of 17 buildings with a gross square footage of approximately 171,000 square feet. Existing structures were constructed between 1991 and 2008.

#### *Norco Campus*

The Norco campus is also approximately 140 acres and like Moreno Valley has a significant amount of hillside area. The campus is currently comprised of 19 buildings with a gross square footage of approximately 160,000 square feet. Existing structures were also constructed between 1991 and 2008.

#### *Riverside City Campus*

The City campus is approximately 108 acres and while in an urban context has a unique topography. The campus is currently comprised of 54 buildings with a gross square footage of approximately 1,200,000 square feet (including approximately 500,000 parking structure). Existing structures were constructed between 1923 and 2008.

### SCOPE OF SERVICES

#### I. Project Scoping

The Project Scoping phase is a collaborative effort including the project team and the project "Task Force". The purpose of the Scoping phase is to determine what existing data, studies, and materials are available; to establish programmatic constraints (performance objectives, cost and scheduling considerations, appetite for sustainability, etc.); identify Owner's Project Requirements (OPR); and to clearly delimit the boundaries between project phases. Because the Programming Phase scope has been proposed already, Project Scoping shall be more of a confirmatory exercise. Our effort shall be focused on verification of scope and assumptions.

The project team will work with RCCD to identify members of the Task Force who will typically include:

- District Leadership
- Campus Leadership
- District Facilities Staff
- Campus Facilities Staff
- Shared Governance Representative
- City, County, and Utility Purveyor Representatives
- RCCD Designated Stakeholders

The Task Force will be comprised of as many or as few of the above list as RCCD and Campus Leadership deems appropriate. We expect that the makeup of the Task Forces will vary by campus. Technical “break out” meetings will not require attendance by all members of the Task Force.

## II. Compilation and Review of Existing Documentation

- Compile RCCD-provided existing survey, utility mapping, studies, and Long Range Educational/Facilities Master Plans.
- Assemble existing and proposed building data from existing documentation: square footage, space usage, occupancy.
- Request current offsite (and onsite within easement) utility information from City and County sources as well as franchise utility owners as identified by Underground Service Alert (USA).
- Conduct a walk-through visual inspection of the campus to become familiar with and photo-document observable condition of existing facilities and site conditions of note.
- Interview campus Facilities, Maintenance, and Operations personnel to document code compliance and maintenance issues; collect operational data, historical knowledge and performance (and deficiency) information, and non-recorded utility data.
- Compile RCCD-provided water, electricity, and gas bills for fiscal years 2005-2008 for synthesis and comparison in Programming Phase.
- Review existing conditions to determine the site potentials and restrictions.
- Review the site survey, existing soils information, utility infrastructure surveys, and relevant infrastructure reports prepared for the campus (by others) in order to incorporate relevant data from these documents.
- Identify apparent deficiencies in existing utility mapping and make recommendations to supplement in Programming or Master Plan Phase

### A. Surface Utility Investigation

Typically, survey of surface indications of existing utilities (utility vaults, tunnels, valve boxes, maintenance holes, and other surface utility facilities not shown on the aerial topographic map) by field methods is proposed during the utility mapping task. Record utility research is then reconciled with the surface indications during the actual utility mapping. Review of the

previously prepared utility base mapping indicates that this has not been done (there are instances of plotted record maintenance holes, catch basins, etc. with no indication on the aerial survey). The result is a utility base map that is purely schematic. Plotted locations may be inaccurate by many feet – a situation which is particularly problematic for gravity utilities (sanitary sewer and storm drain). Use of the utility schematic as a base map, if not corrected, will eventually result in design issues and construction problems.

The schedule set forth in the RFQ does not lend itself to a complete field edit of the existing aerial surveys of the campuses. This field survey work is, however, strongly recommended prior to the Master Plan and Design Phases.

We do recommend and are proposing that the existing storm drain gravity structures (surface conveyances, maintenance holes, and catch basins) be field surveyed for precise horizontal and vertical location at this time. The existing utility mapping for the three campuses is observably inaccurate in some areas and contains no invert data for the storm drain system. Existing system capacity can not be evaluated without invert data. We recommend deferral of survey of sanitary sewer gravity structures until the Master Plan Phase along with the remainder of the surface indications for two reasons: record inverts are plotted on the existing sanitary sewer mapping; and the order of magnitude of sanitary flows expected from the built-out campuses are not unreasonable.

Utilizing GPS procedures and the existing project control, we will establish horizontal and vertical positions of accessible storm drain manholes and catch basins. We will measure the depth of existing manholes and identify the size and type of the storm drain pipes.

Assumptions:

- We understand that project control for each campus has been established by others and will be provided to us
- All storm drain facilities will be accessible and the covers will be unlocked.

#### B. Subsurface Utility Investigation – City Campus Only

A critical consideration in evaluation of existing systems is existing condition and serviceability. Key indicators in assessment of condition and serviceability are: observed condition, age, material type, and documented deficiency. While we intend to supplement the existing utility mapping for all campuses via interview with Facilities, Maintenance, and Operations staff to document age, material type, and documented deficiency when known; visual inspection of older or known-deficient utilities is recommended. Expanding and re-developing a campus and tying into non-serviceable backbone utilities are ill advised. Non-serviceable backbone utilities must be identified during the assessment process, and the cost for removal and replacement or upgrade included in the cost of redevelopment.

The existing utility mapping (for all three campuses) is generally deficient of utility “material type”, i.e. ductile iron pipe, asbestos-cement pipe, PVC pipe, etc. Because of the relatively young age of the Moreno Valley and Norco campuses we intend to collect all missing

information via interview. Because of the advanced age of the City campus we are recommending subsurface utility condition assessment of a representative sampling of the existing subsurface utilities.

#### 1. Small Potholes

After our interviews with City campus staff we will select 3 to 5 locations to uncover existing utilities to verify the material type, sizes, depth, location, and observable condition by non-destructive air/vacuum potholing techniques. The College and the Facilities Manager's concurrence and approval of the procedure, schedule and location of these activities shall be requested. Investigation shall be conducted in such a manner to ensure safety and integrity of the utility. Small potholes will be compacted, backfilled and repaired as necessary to maintain integrity of the utility and surface conditions as a result of investigation activities. Approximate locations of potholes will be recorded.

#### 2. Gravity Utility Videography

After the interviews we will also select approximately 1000 LF each of the existing storm drain and the existing sanitary sewer systems for inspection via videography. Visual inspection will allow us to assess pipe condition upon which we can make informed inference about the relative condition of the remainder of the system. We anticipate selection of major reaches that are intended to remain and serve major portions of campus.

#### C. Existing Utility Plans Review and Revision

Following interviews, visual inspection, supplemental survey, and subsurface investigation; update the utility base maps by adjusting the utilities shown, and adding other utilities observed on the site that are not of record. Document findings, including missing pipe sizes and material types as provided by Facilities personnel.

Review the existing utility layout drawings with Facilities personnel and the project team; confirm layout, system and operational findings. Revise existing utility drawings to reflect all findings.

### III. Utility Needs Assessment Study and Utility Modification Plans

The following procedure shall be followed for all systems identified below except for the Irrigation System and Reclaimed Water (as these are unique considerations):

Employing the approved Existing Utilities Base Map an assessment of existing and master planned loads will be developed based on approximate building size and standard planning level load factors. Following assessment of the existing utility systems, where deficiencies are foreseen as likely to result as LRFMP development proceeds, develop a Campus Wide Utility Concept-Level Plan that will support the needs of the campus. Where system or operational needs require interim modifications during construction temporary measures shall be specified.

Construction phasing shall consider LRFMPs, interim measures, and bid-packaging strategy if identifiable.

Identify required changes to increase capacities, needed upgrades/improvements, and necessary realignments. Develop basic, but specific outlines of measures necessary to meet system operational needs *during and after* completion of the LRFMP improvements. Review the proposed improvements with the campus to confirm layout and findings.

Prepare and submit an engineer's estimate of probable construction cost reflecting the costs of interim and final constructed utility improvements, based upon the approved concept plans. The estimate details shall be presented in CSI Divisions by construction phase inclusive of general conditions, material quantities, contractor's overhead and profit, bonds and insurance, and escalation to the mid-point of construction. Cost estimates shall consider prevailing wages.

The following specific services, evaluations, and analyses shall be performed relative to the individual utility systems:

#### Electrical System

The electrical system master plan will be based on the survey information for the existing conditions and recommendations included in the three Electrical Survey Reports prepared by P2S Engineering in 2006 and 2007.

- Estimate total anticipated load requirements of existing and proposed buildings. This data will be used to arrive at total anticipated load for the campus. Determine requirements for additional capacity required through meetings with facility personnel and reviewing proposed master plan for each of the campuses.
- Provide information on existing meters and evaluate consolidation of existing meters.
- Evaluate conversion of existing 480V distribution system to a 4160V/12kV system to serve existing and future buildings at Moreno and Norco campuses. Evaluate conversion of existing older 4160V system to 12kV system and consolidation of existing meters at City Campus.
- Evaluate electrical distribution systems within existing buildings at City Campus.
- Evaluate existing site lighting, document existing foot-candle levels and propose standardization of fixtures.
- Coordinate with utility company for new service requirements (if applicable).
- Develop a single line diagram and concept-level site distribution plan based on load information gathered and review with representative of utility company. Proposed routing of utility ducts will be established by coordinating with other major site services. Our evaluation will be limited to main substations in existing buildings and will not include evaluation of downstream electrical distribution system in each building.

## Telecommunications system

The telecommunications master plan will be based on the survey information for the existing conditions and recommendations included in the three Telecom Survey Reports prepared by P2S Engineering in 2006 and 2007.

- Interview primary telecommunications staffs to determine RCCD's future technology directions that may impact backbone cable and pathway systems.
- Observe and document outside plant pathways and inter-building cable systems that were installed since the completion of the Telecom survey reports.
- Observe and document main telecom room (BDF) in each building to determine locations for building entrance pathways and identify space for terminating new cable termination facilities. We shall also provide recommendations for new telecommunication rooms as required.
- Provide inter-building conduit plans for each campus showing all new duct banks, pull boxes and manholes for interconnecting all campus buildings.
- Develop campus-wide connectivity diagrams that show the planned physical topology of the inter-building copper and fiber cable systems to serve all existing and future buildings as shown in the master plans.
- Provide a summary plan for the transition from the current cable systems to the new cable systems.
- Prepare phasing plans for infrastructure upgrades to connect new buildings to campus pathway and cable systems.

## Mechanical System

- Develop block loads for existing and proposed buildings.
- Develop a peak load for the current and future expanded campus configurations through meetings with facility staff.
- Evaluate provision of expanding existing central heating and cooling plant at Moreno and Norco campus and the provision of a new central plant at Riverside campus. Our evaluation will include TES options.
- Develop estimated replacement, construction and maintenance costs.
- Obtain current utility rate information from college and service providers.
- Review the project with utility service providers to determine all available and applicable utility company incentives including incentives offered under the CCC/IOU partnership program.
- Provide recommendations on energy management system.

## Potable Water System

- Develop existing and proposed water consumption information to establish existing and proposed system demands for each building.
- Input existing backbone potable distribution network into H<sub>2</sub>ONET water distribution modeling, analysis and design software. Using estimated existing and proposed building

demands, conduct a simple hydraulic analysis to assess the capacity of the existing potable network to serve the improved campus.

*Note: As a part of the ongoing Americans with Disabilities Act (ADA) Transition Planning field investigation we will document sample locations on each campus, recording existing toilet/urinal type with gallons-per-flush data for consideration in Master Plan demand management.*

#### Fire Water System

- Develop existing and proposed fire water demand to establish existing and proposed system demands for each building.
- Meet with local firefighting authority to record any documented issues, document standard requirements, and discuss hydrant requirements.
- Meet with local utility provider to document capacity to serve.
- Input existing backbone fire water network into H2ONET water distribution modeling, analysis and design software. Using estimated existing and proposed fire flow demands, conduct a simple hydraulic analysis to assess the capacity of the existing network to serve the improved campus.

#### Fire Hydrant Test

Perform one fire hydrant test per campus to verify on-site fireline pressure and allow for model calibration. Document and describe the test process and location, test data, and conclusions.

#### Sanitary Sewer System

- Develop existing and proposed sewer demands for each building
- Meet with local utility provider to document capacity to serve.
- Prepare simple spreadsheet analysis of affected reaches to assess the capacity of the existing backbone collection network to convey proposed loads using standard d/D criteria.

#### Irrigation System

- Interview campus designee (campus plumber) to understand major irrigation uses
- Document backflow prevention program
- Prepare a concept-level irrigation bubble diagram for the purpose of depicting and documenting ROM irrigated plan area, historical application rates, and discussion of programmatic direction. Exhibit shall not depict irrigation controllers or individual networks.
- Discuss relative percentage of campus water use dedicated to landscape irrigation
- Meet with local utility provider to document feasibility and cost of separate irrigation metering. Separate irrigation service will likely result in a markedly lower sewer surcharge - resulting in incrementally lower utility bills.
- Based on anticipated likelihood of separating potable and irrigation services, make programmatic recommendations relative to inclusion of costs in cost model.



### Reclaimed Water Discussion Section

- Investigate future availability of reclaimed water
- Based on anticipated availability or lack thereof, make programmatic recommendations relative to inclusion of costs in cost model.

### Natural Gas System

- Evaluate existing gas distribution system and recommend improvements to meet the demands of the existing and proposed buildings. Our scope will also evaluate consolidation of existing metering.
- Develop existing and proposed gas demand to establish existing and proposed system demands for each building.

### Storm Drain

- Interview campus designee (campus plumber) to document historical drainage issues
- Prepare concept level hydrology (existing and developed conditions) identifying major subareas and documenting available County data describing run-on

#### Existing Conditions Concept Level Hydrology

Prepare a concept-level hydrology analysis for existing conditions at the campus using simplified Riverside County Flood Control and Water Conservation District Hydrology Methods. Storm flows will be routed to the existing backbone on-site drainage systems that may include a combination of pipe and channel flow. Work includes:

- Delineate primary drainage sub areas for on-site tributary areas.
- Review drainage sub-areas with planned development to maintain consistent drainage areas.
- Prepare existing conditions hydrology model and estimate peak flow runoff rates for 10 year and 100 year storm events.

Meet with City and County to review capacity of existing off-site downstream drainage systems to accept existing flows. Document capacity to serve.

#### Developed Conditions Concept Level Hydrology

Prepare a concept-level hydrology analysis for proposed conditions using simplified Riverside County Flood Control and Water Conservation District Hydrology Methods. New storm drains required to convey the proposed runoff will be estimated and shown on the storm drain exhibits. Work includes:

- Overlay planned master plan development onto the existing conditions base map.
- Prepare developed conditions hydrology analysis for 10 year and 100 year storm events.
- Identify magnitude of storm water detention facilities to reduce developed peak flows to pre-master plan conditions.
- Identify on-site storm drainage system estimated pipe and/or channel sizes necessary to convey run-off from the LRFMP.

### Storm Water Quality Management Plan

Prepare an outline Storm Water Quality Management plan to document potential Best Management Practices (BMP) that could be implemented as part of the campus LRFMP. Measures will be consistent with the NPDES/Municipal Stormwater Management Program. Work includes:

- Describe pollutants of concern that may be generated from the campus
- Discuss the appropriate treatment Best Management Practices (BMPs) that may be incorporated into campus design to reduce the anticipated pollutant runoff.

Concept level hydrologic analysis for BMPs will be consistent with tasks above, and will include a preliminary determination of the storm water runoff volume for the Master Planning of the post-construction structural BMPs. General descriptions of the recommended BMP (s) will be illustrated and included in the report.

### Sustainability

The Utility Needs Assessment Study will consider each utility with a keen eye toward *constructible* solutions. In addition to the detail within each utility section of the study we will include a stand-alone section dedicated to discussion and memorialization of each campus' strategic direction - as a roadmap for the Master Plan and future phases. This section will also include a general discussion of programmatic considerations (efficiency, conservation and demand management) as well as any recommendations for targeted study or evaluation in the Master Plan Phase resultant from RCCD's elected sustainability strategy.

### Meetings and Coordination

In addition to technical meetings between Facilities, City, County, and Utility Purveyors which are included as a part of tasks above the consultant team will meet with the individual project Task Forces two (2) times per project as described in the Request for Qualifications. Consultant will prepare agendas, sign-in sheets, meeting materials, and meeting minutes.

### DELIVERABLES:

The deliverables of this study consist of engineering plans, reports, and exhibits detailing the observations, conclusions and recommendations and shall be submitted first in a preliminary stage, for review and comment. After the review, the team shall address comments and incorporate the resolution of these comments into the final product. The revised plans and report will be the final deliverable for this scope of work. The components of the deliverable product will include:

- a. Updated Existing Utilities Plans
- b. Utility Needs Assessment Study
- c. Utility Modification Plans
- d. Electronic files of all products (AutoCAD and PDF)

EXCLUSIONS:

The following work is not included:

- a. Master Plan Phase services
- b. Design Phase services
- c. Soils investigations or reports
- d. Topographic surveying services other than the survey of storm drain gravity structures specified in the Surface Utility Investigation Task.
- e. Parcel maps, lot line adjustments, or zone changes.
- f. Public hearing attendance.
- g. Traffic control plans.
- h. Analysis and/or troubleshooting of existing operational issues.
- i. Analysis of building electrical (except for Riverside campus), fire protection and plumbing systems.
- j. Water quality monitoring.
- k. Services not specified within the body of the proposal

SERVICES PROVIDED BUT NOT PROPOSED:

Property Encumbrance Update

The photogrammetric survey provided does not identify source of property boundary or easement information. Depending on RCCD's comfort with the currently plotted information RCCD may consider electing obtaining a preliminary Title Report, review of the legal descriptions, documentation of easements and confirmation of correctness of the same, as currently shown on existing photogrammetry. Verification would be based upon a record analysis as opposed to field survey related analysis. Accurate determination of encumbrances is recommended prior to siting of proposed improvements.

SCHEDULE A  
 FEE SCHEDULE  
 RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 UTILITY INFRASTRUCTURE UPGRADE PROJECT  
 MORENO VALEY CAMPUS, NORCO CAMPUS, RIVERSIDE CITY CAMPUS  
 PSOMAS PROPOSAL NO. 2008-067

Task	Moreno Valley		Norco		Riverside City	
	Requested Service	Service not Specifically Requested/Required	Requested Service	Service not Specifically Requested/Required	Requested Service	Service not Specifically Requested/Required
I. Project Scoping	\$ 3,680		\$ 3,660		\$ 3,660	
II. Compilation and Review of Existing Documentation						
A. Surface Utility Investigation	\$ 7,550	\$ 4,700	\$ 7,550	\$ 5,000	\$ 7,550	\$ 5,000
B. Subsurface Utility Investigation						
1 Small Poles						\$ 3,000
2 Gravity Utility Videography						\$ 2,800
C. Existing Utility Plans Review and Revision	\$ 8,870		\$ 8,870		\$ 9,850	
III. Utility Needs Assessment Study and Utility Modification Plans						
A. Electrical System						
Site Electrical Distribution	\$ 10,500		\$ 10,500		\$ 21,500	
Site Lighting	\$ 5,500		\$ 5,500		\$ 10,500	
Building Electrical Distribution					\$ 35,500	
B. Telecommunications System	\$ 10,500		\$ 10,500		\$ 15,500	
C. Mechanical System	\$ 15,500		\$ 15,500		\$ 32,500	
D. Potable Water System	\$ 7,770		\$ 7,770		\$ 9,950	
E. Fire Water System	\$ 8,320		\$ 8,320		\$ 11,200	
F. Fire Hydrant Test	\$ 1,275		\$ 1,275		\$ 1,275	
G. Sanitary Sewer System	\$ 7,770		\$ 7,770		\$ 9,790	
H. Infiltration System	\$ 3,380		\$ 3,380		\$ 4,780	
I. Reclaimed Water System Discussion	\$ 2,180		\$ 2,180		\$ 2,180	
J. Natural Gas System	\$ 3,300		\$ 3,300		\$ 7,500	
Storm Drain System	\$ 12,000		\$ 12,000		\$ 14,300	
Meetings and Coordination	\$ 4,000		\$ 4,000		\$ 4,000	
Document Assembly	\$ 2,500		\$ 2,500		\$ 2,500	
Subtotal	\$ 107,760	\$ 11,535	\$ 107,760	\$ 11,535	\$ 195,860	\$ 19,085
Reimbursable Allowance *	\$ 5,000		\$ 5,000		\$ 5,000	

TOTALS:

	Base Services	Services not Specifically Requested/Required	Reimbursable Allowance
Moreno Valley	\$ 107,760	\$ 11,535	\$ 5,000
Norco	\$ 107,760	\$ 11,535	\$ 5,000
Riverside City	\$ 195,860	\$ 19,085	\$ 5,000
	\$ 411,380	\$ 42,405	\$ 15,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GOVERNANCE COMMITTEE

Report No.: VI-D-1

Date: May 19, 2009

Subject: Revised and New Board Policies – Second Reading and Approval

Background: In keeping with our current process of updating our Board Policies and adopting new Policies, the items below come before the Board for second reading and approval.

Board of Trustees

AP 2431 – Chancellor Selection – This is a new Administrative Procedure for the District, needed for accreditation.

General Institution

3300 – Public Records Requests and Subpoenas – Replaces current Policies 7045 and 7046.

3315 – Criminal Offender Record Security – Replaces current Policy 4011.

3500 – Campus Safety – This is a new Policy for the District.

3510 – Workplace Violence and Safety – This is a new Policy for the District.

3520 – Local Law Enforcement – This is a new Policy for the District.

3530 – Weapons on Campus – This is a new Policy for the District.

3540 – Sexual and Other Assaults on Campus – Replaces current Policy 6225.

3560 – Alcoholic Beverages – This is a new Policy for the District.

3600 – Auxiliary Organizations – This is a new Policy for the District.

3720 – Computer and Network Use – This replaces current Policy 3060.

3810 – Claims Against the District – This is a new Policy for the District.

Academic Affairs

4023 – Minimum Class Size – replaces current Policy 5005.

Student Services

5900 – Prevention of Identify Theft in Student Financial Transactions. This is a new Policy for the District.

Human Resources

7110 – Delegation of Authority – This is a new Policy for the District.

7121 – President Recruitment and Hiring – This is a new Policy for the District.

7500 – Volunteers – This is a new Policy for the District

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GOVERNANCE COMMITTEE

Report No.: VI-D-1

Date: May 19, 2009

Subject: Revised and New Board Policies – Second Reading and Approval - Continued

Recommended Action: It is recommended that the Board of Trustees approve Administrative Procedure 2431 and Board Policies 3300, 3315, 3500, 3510, 3520, 3530, 3540, 3560, 3600, 3720, 3810, 4023, 5900, 7110, 7121, and 7500.

Irving G. Hendrick  
Interim Chancellor

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

**Human Resources  
Draft**

**AP 2431 CHANCELLOR SELECTION**

**Reference:**

***Accreditation Standards III A.1, III A.3, IV A.2 and IV B.1***

***The process for hiring the Chancellor will be inclusive, participatory and transparent. The district and community will be informed and involved throughout the process through the distribution of regular progress reports and a dedicated webpage with up-to-date information.***

**Executive Search Firm**

- 1. The Board of Trustees in consultation with the Vice Chancellor, Diversity and Human Resources may employ a search consultant to assist with the hiring process and recruit candidates.***
- 2. Diversity and Human Resources Department will solicit proposals from executive search firms to assist the Board in filling the open position. After review of the proposals, the Board will select a firm to conduct the Chancellor search.***

**Chancellor Profile**

- 1. Public forums with district constituencies (students, staff, faculty, management) and the community will be held to obtain suggestions for qualities, characteristics and desired/required qualifications for the Chancellor.***
- 2. The Chancellor profile will be developed from these suggestions, reviewed by the search committee and finalized by the Board.***

**Job Announcement**

***The job announcement for the position shall be developed by the Diversity and Human Resources Department in collaboration with the Associate Vice Chancellor, Public Affairs & Institutional Advancement and shall include the following information:***

- 1. The position profile, including qualities, characteristics and desired/minimum qualifications for the position***

2. *How to apply*
3. *“Review” of applications or closing date*

**Advertisements will appear in publications and websites such as, but not limited to:**

***Affirmative Action Register  
CalJobs.Ca.gov  
CCC Registry  
Chronicle of Higher Education  
Community College Times  
Diverse Issues in Higher Education  
HERC  
HigherEdJobs.com  
HispanicOutlook.com  
InsideHigerEd.com  
LatinosinHigerEd.com  
Local Newspapers  
tribalcollegejournal.org***

#### **Screening Committee Composition**

***The composition of the screening committee for the position of Chancellor will be determined by the Board and shall include representation broadly reflective of the district’s constituencies and shall be comprised of the following with the ideal committee between 12 to 16 members:***

1. ***Board of Trustee representatives selected by the Board and appointed Chair and Co-chair of the search committee***
2. ***Faculty representatives nominated by each campus/college academic senate***
3. ***Faculty representatives nominated by the CTA***
4. ***Part-time faculty representative nominated by the CTA***
5. ***Student representative nominated by ASRCCD***
6. ***Classified representative nominated by the CSEA***
7. ***Confidential representative nominated by the Confidential Employees Group***
8. ***Management representative nominated by the District Management Association***
9. ***Foundation representative nominated by the RCCD Foundation Board***
10. ***Community representatives selected by the Board, broadly reflective of the district***

#### **Search Committee Member Responsibilities**

1. ***Assist in the search for Chancellor using the profile statement of qualities, characteristics and desired/minimum qualifications***



2. ***Follow Equal Employment Opportunity guidelines and considerations as well as the federal, state and local regulations***
3. ***Establish and follow the timetable for screening and interviewing that will bring recommendations to the Board by a certain date***
4. ***Make periodic reports to the college constituents and community on the progress of the search (chair)***
5. ***Evaluate and rate candidates***
6. ***Interview candidates***
7. ***Recommend, ideally, five to seven candidates, in unranked alphabetical order, to the Board of Trustees.***

***Committee members shall maintain strict confidentiality with regard to candidates, applicants, and nominees for the position throughout the entire hiring process and after the process is complete.***

***A committee member who fails to participate in the screening process or all interviews shall be removed from the committee.***

#### **Screening Committee Operating Procedures**

1. ***The initial meeting of the screening committee shall be convened by the Search Committee Chair. The initial meeting will include EEO training, overview of the search process and confidentiality, review of the position profile, training in review of application materials and set tentative dates for screening and interviewing.***
2. ***No additions or replacements to the committee membership shall be made subsequent to the initial meeting of the screening committee.***
3. ***The screening committee shall develop the following for use in evaluating candidates against the chancellor profile:***
  - a. ***Paper screening criteria and interview questions.***
  - b. ***Parameters for conducting interviews***

#### **Screening of Applications and Selection of Candidates for Interview**

1. ***The search consultant or Vice Chancellor, Diversity and Human Resources will receive applications and make all applications available to the screening committee.***
2. ***The applications shall be independently assessed by each member of the screening committee, using the rating criteria developed by the committee. Committee members shall avoid any discussion of ratings, rankings, or recommendations of candidates until independent evaluations of all candidates have been completed by each committee member.***
3. ***The committee will then discuss the ratings and evaluate the merits of the candidates to determine if there is an adequate pool of professionally qualified candidates with which to continue the selection process.***

4. *If the pool is deemed adequate by the committee, the committee shall proceed with the selection of candidates for interview.*
5. *If the pool is not deemed adequate by the committee, the committee shall discuss the matter with the Search Consultant, who shall determine the action to be taken after consultation with the Vice Chancellor, Diversity and Human Resources or designee.*

#### **Selection of Candidates for Interview**

1. *The screening committee shall determine an initial pool of potential candidates for interview.*
2. *The search consultant or Vice Chancellor, Diversity and Human Resources shall establish an interview schedule and notify the candidates to be interviewed.*
3. *The Vice Chancellor, Diversity and Human Resources will contact each candidate confirming the interview appointment, place and time and provide other appropriate materials to all candidates.*

#### **Initial Interviews**

- *The circumstances of each interview shall be as similar as is practicable.*
- *Each candidate will be asked the same interview questions developed by the committee.*
- *Committee members shall avoid any discussion of ratings, rankings, or recommendations of the candidates until all interviews have been completed and independent evaluations have been completed by each committee member.*

#### **Selection of Finalists**

1. *The committee chair shall lead discussion, which shall focus on the strengths and weaknesses of the candidates to determine the candidates to be recommended as finalists.*
2. *The search consultant or Vice Chancellor, Diversity and Human Resources shall conduct reference and background checks of each of the recommended finalists, which shall include investigation of professional experience and personal qualities relevant to performance in the position. Following a discussion of the results of the reference checks, the committee shall make a final determination of the candidates to be recommended as finalists to the Board of Trustees.*
3. *The Board will review the finalists recommended by the committee and may:*
  - a. *Meet with the committee to clarify the reasons for the finalist recommendations.*

- b. Meet with the search consultant or Vice Chancellor, Diversity and Human Resources to review results of the reference and background checks***
- 4. If, after discussion, the Board is not satisfied with the committee's recommendation, the Board may request the committee to reconsider. If, after reconsideration, the committee forwards the same recommendation, the Board will determine whether to continue the process.***
- 5. If the Board is satisfied with the finalists recommended by the committee, the Board may:***
  - a. Interview recommended candidates, following the same process used for the "Initial Interviews", to narrow the number of finalist before making a public announcement.***
  - b. Announce the finalist recommended by the committee to the public.***

### **Public Forums**

***Public forums and/or site visits may be conducted as part of the hiring process for Chancellor.***

- 1. Public forums shall be conducted to introduce candidates to the district's constituents and the community.***
- 2. If a site visit is conducted as part of the hiring process, the composition of the visiting team shall be determined by the Board.***

### **Selection of Chancellor**

***The Board of Trustees will interview finalists for Chancellor.***

- 1. On completion of the final interviews, the Board will make their selection of a candidate.***
- 2. On acceptance by the selected candidate, the Board and the Vice Chancellor of Diversity and Human Resources and/or legal council will enter into contract negotiations with the candidate.***
- 3. When a contract has been agreed to the Board will make a public announcement. The contract will be signed by the selected candidate and the President of the Board of Trustees.***

***Office of Primary Responsibility: Diversity and Human Resources Department***

***Also see Administrative Procedure 3410, titled Nondiscrimination and Administrative Procedure 3420, titled Equal Employment Opportunity***

---

***NOTE: The information in bold italics type is language added by RCCD staff.***

---

**Date Approved:**  
***(New Procedure)***

**Riverside Community College District Policy**

**No. 3300**

**General Institution  
DRAFT**

**BP 3300 PUBLIC RECORDS REQUESTS AND SUBPOENAS**

**References:**

Code of Civil Procedure, Section 2020.230(b)  
Education Code, Section 76243  
Evidence Code, Section 1563  
Government Code, Section 6250 et seq. (Public Records Act)  
Government Code, Section 68093  
5 United States Code, Section 552 (Freedom of Information Act)

~~❖ From Riverside CCD Policy 7045 titled Fees for Preparation of Personal Information~~

~~The Riverside Community College District shall release personal information, **including information regarding employees and students of the District**, pertaining to employees of the District only when release for such information is **pursuant to a subpoena, the Public Records Act, the Freedom of Information Act, other law or regulation or written consent of the individual whose records are being sought**. authorized by law.~~

~~**The Chancellor shall establish procedures for dealing with subpoenas, requests for and access to, District records, including the costs of providing the records.**~~

~~❖ From Riverside CCD Policy 7046 titled District Fees for Clerical and Material Costs Involved in the Duplication of Material~~

~~The Riverside Community College District shall charge fees for the duplication of materials requested by any person, association, agency or company. Appropriate fees for preparation and/or delivery of such information shall be assessed in accordance with accompanying regulations.~~

~~Exceptions to this policy would be school and community college districts, city, county, state and federal agencies, and those designated by the President of the College or as otherwise provided by law. Detailed functions of this policy shall be as outlined in related regulations.~~

-----  
**NOTE:** The information in *italic type* is additional language to consider including in this policy. The information in regular type is current Riverside Policy 7045 titled Fees for Preparation of Personal Information adopted on 5-7-75 and amended on 11-1-83 and Policy 7046 titled District Fees for Clerical and Material Costs Involved in the Duplication of Material adopted on 12-19-78 and amended on 10-4-83.

---

**Date Adopted:**

*(Replaces Current Riverside CCD Policies  
7045 and 7046)*

**General Institution  
DRAFT**

**BP 3315 CRIMINAL OFFENDER RECORD SECURITY**

**References:**

- ❖ **From current Riverside CCD Policy 4011 titled Criminal Offender Record Security**

***The Department of College Safety and Police*** ~~It shall be the policy of the Riverside Community College District to~~ **shall** maintain the security and privacy of Criminal Offender Record Information. The ***procedures*** ~~regulations~~ supporting this policy shall be reviewed annually for conformity to any changes in the law.

---

**NOTE:** The information in **regular type** is current Riverside CCD Policy 4011 titled Criminal Offender Record Security adopted on 11-1-81. The language in ***bold italic type*** is provided by RCCD staff.

---

**Date Adopted:**

*(Replaces current Riverside CCD Policy 4011)*

**Riverside Community College District Policy**

---

**No. 3500**

**General Institution  
DRAFT**

**BP 3500 CAMPUS SAFETY**

**Reference:**

Education Code Section 67380(a)(4)

The Board of Trustees is committed to a safe and secure District work and learning environment. To that end, the *Chief of Police, College Safety and Police, in conjunction with the Vice Chancellor, Student Services/Operations* shall establish a Campus Safety Plan and ensure that it is posted or otherwise made available to students. The Campus Safety Plan shall include availability and location of *police* personnel, methods for summoning assistance of *police* personnel, any special safeguards that have been established, any actions taken in the preceding 18 months to increase safety, and any changes in safety precautions to be made during the next 24 months.

---

**NOTE:** The **bold type** signifies language that is legally required. The 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 CC  
League and the League's legal counsel)*

**General Institution  
DRAFT**

**BP 3510 WORKPLACE VIOLENCE *AND SAFETY***

**References:**

Cal/OSHA: Labor Code Sections 6300 et seq.;  
8 Cal. Code Regs. Section 3203;  
"Workplace Violence Safety Act of 1994" (Code of Civil Procedure Section 527.8  
and Penal Code Sections 273.6 and 12021)

**The Board of Trustees is committed to providing a District work and learning environment that is *safe and free of violence and the threat of violence*. The Board's priority is *safety at work and the effective handling of critical workplace violence incidents, including those dealing with actual or potential violence*.**

**The Chancellor, *or designee*, shall establish administrative procedures that assure that employees are informed regarding what actions will be considered violent acts, and requiring any employee who is the victim of any violent conduct in the workplace, or is a witness to violent conduct to report the incident, and that employees are informed that there will be no retaliation for such reporting.**

-----  
**NOTE:** The **bold type** signifies language that is **legally required**. 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**

---

**General Institution  
DRAFT**

**BP 3520 LOCAL LAW ENFORCEMENT**

**Reference:**

Education Code Section 67381

Each campus or center of the District shall enter into a written *Memorandum of Understanding (MOU)* with local law enforcement agencies. The agreement shall clarify operational responsibilities for investigations of Part I violent crimes, defined by law as willful homicide, forcible rape, robbery, and aggravated assault, occurring at each location.

The *MOU* shall designate which law enforcement agency shall have operational responsibility for violent crimes and delineate the specific geographical boundaries of each agency's operational responsibility, including maps as necessary. *Nothing in this policy or written MOU between law enforcement agencies shall preclude any agency from investigating or sharing resources in Part 1 crimes (this includes the D.A.'s office, Parole, FBI, etc.).*

The *MOU* required by this policy shall be public records and shall be made available for inspection by members of the public upon request.

-----  
**NOTE:** The **bold type** signifies language that is legally required. 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**

---

**General Institution  
DRAFT**

**BP 3530 WEAPONS ON CAMPUS**

**Reference:**

Penal Code Sections **626.9 and 626.10**

**Firearms or other weapons shall be prohibited on any District *property* or in any facility *operated by* the District, except for activities conducted under the direction of District officials, as authorized by an official law enforcement agency, or exceptions noted in Penal Code Section 626.10.**

-----  
**NOTE:** The **bold type** signifies language that is legally required. 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)*

**General Institution  
DRAFT**

**BP 3540 SEXUAL AND OTHER ASSAULTS ON CAMPUS**

**References:**

Education Code Sections 67385 and 67385.7;  
20 US. Code Section 1092(f);  
34 Code of Federal Regulations Section 668.46(b)(11)

**Any sexual assault or physical abuse, including, but not limited to rape, as defined by California law, whether committed by an employee, student, or member of the public, that occurs on District property, is a violation of District policies and procedures and is subject to all applicable punishment, including criminal procedures and employee or student discipline procedures. Students, faculty, and staff who may be victims of sexual and other assaults shall be treated with dignity and provided comprehensive assistance and referral.**

**The Chancellor shall establish administrative procedures that ensure that students, faculty, and staff who are victims of sexual and other assaults receive appropriate information and treatment, and that educational information about preventing sexual violence is provided and publicized as required by law.**

**The procedures shall meet the criteria contained in Education Code Sections 67385 and 67385.7 as well as 34 Code of Federal Regulations Section 668.46.**

~~❖ From current Riverside CCD Policy 6225 titled Safety and Welfare of Students~~

~~The Riverside Community College District recognizes the intent of Assembly Concurrent Resolution 46, Hayden, as it applies to institutions of higher education and hereby establishes this policy to address investigation and reporting procedures relating to cases of sexual assault. The regulations provide the rules by which the policy will be implemented.~~

---

**NOTE:** This policy is **legally required**. The **bold type** is language recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **italic type** is additional language to consider including in this policy. The language in **regular type** is current Riverside CCD Policy 6225 titled Safety and Welfare of Students adopted on 3-7-89.

---

**Date Adopted:**

*(Replaces current Riverside CCD Policy 6225)*

**Riverside Community College District Policy**

---

**General Institution  
DRAFT**

**BP 3560 ALCOHOLIC BEVERAGES**

**Reference:**

Business and Professions Code Sections 24045.4, 24045.6, 25608(a)(10) and 25608(a)(14)

**Every person who possesses, consumes, sells, gives or delivers to any other person, any alcoholic beverage in or on the grounds of the District is guilty of a misdemeanor, unless the following circumstances apply:**

- ❖ **The alcoholic beverages are acquired, possessed, or used during events at a District/college-owned or District/college-operated stadium or other facility. “Events” means fundraisers held to benefit a nonprofit corporation that has obtained a license, pursuant to the Business and Professions Code, for the event. “Events” does not include football games or other athletic contests sponsored by the District.**
- ❖ **The alcoholic beverage is beer or wine acquired, possessed, used, sold, or consumed only in connection with a course of instruction, sponsored dinner, or meal demonstration given as part of a culinary arts program at the District, and the person has been authorized to acquire, possess, use, sell, or consume the beer or wine by the Chancellor.**

**Alcoholic beverages shall not be served on District/College property except in accordance with the above.**

**Any employee or student of the District violating this policy will be subject to discipline in accordance with the law and Board Policy and/or *Administrative Procedure*.**

-----  
**NOTE:** The **bold type** signifies language that is suggested as good practice. 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)*

**General Institution  
DRAFT**

**BP 3600 AUXILIARY ORGANIZATIONS**

**References:**

Education Code Sections 72670 et seq.;  
Title 5 Sections 59250 et seq.

**The Board of Trustees may recognize and approve auxiliary organizations established for the purpose of providing to the District any and all supportive services, specialized programs and functions identified in Title 5.**

**The Chancellor shall establish the administrative procedures necessary to fully comply with California law relating to auxiliary organizations, and to submit this policy and those procedures to the Chancellor for the California Community Colleges as required by law. At a minimum, the procedures shall address the subjects required by Title 5.**

**Recognition and establishment of auxiliary organizations shall include a public hearing on the recommendation to recognize or establish an auxiliary organization; Board approval of the auxiliary organization; and approval of a written agreement between the District and the auxiliary organization describing the services, programs or functions to be performed. All such written agreements shall comply fully with the requirements of Title 5, Section 59257(j).**

**Any auxiliary organization recognized by the Board of Trustees shall conduct its business in accordance with the administrative procedures adopted by the Chancellor pursuant to this policy. Notwithstanding anything contained in the administrative procedures, any auxiliary organization recognized by the Board of Trustees shall comply with Education Code provisions regarding:**

- **the composition of a board of directors and the way in which it conducts its meetings;**
- **conducting an annual audit;**
- **employing its work force;**
- **expending and appropriating its funds, and keeping its records.**

**No funds or resources, other than funds or resources derived from gifts or bequests, shall be transferred by the District to any of its auxiliary organizations for the purpose of either avoiding laws or regulations that constrain community college districts or providing the District with an unfair advantage with respect to**

**any state funding mechanism. Such state funding mechanisms include, but are not limited to, general apportionment funding, capital outlay funding, Extended Opportunity Programs and Services funding, and funding for programs and services for disabled students.**

-----  
**NOTE:** The **bold type** signifies language that is legally required. 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

No. 3720

General Institution  
DRAFT

BP 3720 COMPUTER AND NETWORK USE

Reference:

Education Code Section 72400

**Penal Code 502**

**17 U.S. Code Sections 101, et seq.**

~~❖ From Riverside CCD Policy 3060 titled Computing and Internet Policy~~

It shall be the policy of Riverside Community College District Board of Trustees to require that employees, faculty and students agree to and adhere to the applicable District Computing and Internet Policy. **Employees and students who use District computers and networks and the information they contain, and related resources have a responsibility not to abuse those resources and to respect the rights of others.**

**The Chancellor shall establish procedures that provide guidelines to students and staff for the appropriate use of information technologies. These procedures shall also be in accordance with the CTA Collecting Bargaining Agreement.**

The District will supply, as specified in the **procedures**, regulations its employees with computers **and other electronic devices** to assist in the fulfillment of their responsibilities. It is understood that these computers **and electronic devices** are **District** college property and are to be used for job related duties. **The District will respect the privacy of e-mail, voice-mail and computers designated for employees' use and will not monitor the use of District-owned computers, e-mail, voice-mail, Internet or WWW connections without substantial justification.** While the District respects the privacy of its employees, the District reserves the right to allow appropriate ~~District~~ college personnel access to these computers for the sole purpose of accessing relevant data deemed necessary and reasonable for the normal operation of the District. Such access must be approved by the Chancellor.

-----  
**NOTE:** The **bold type** signifies language that is legally required. The information in **regular type** is current Riverside CCD Policy 3060 titled Computing and Internet Policy adopted on 12-16-03 and amended on 5-17-5.

**Date Adopted:**

*(Replaces current Riverside CCD Policy 3060)*

**General Institution  
DRAFT**

**BP 3810 CLAIMS AGAINST THE DISTRICT**

**References:**

Education Code Section 72502;  
Government Code Sections 900 et seq. and 910, et seq.

**Any claims against the District for money or damages, which are not governed by any other statutes or regulations expressly relating thereto, shall be presented and acted upon in accordance with Title I, Division 3.6, Part 3, Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of the California Government Code.**

**Claims must be presented according to this policy and related procedures as a prerequisite to filing suit against the District.**

**Claims that are subject to the requirements of this policy include, but are not limited to, the following:**

- **Claims by public entities: claims by the state or by a state department or agency or by another public entity.**
- **Claims for fees, wages and allowances: claims for fees, salaries or wages, mileage, or other expenses and allowances.**
- ***Claims for damages for death, injury to person or personal property.***

**The designated place for service of claims, lawsuits or other types of legal process upon the District is:**

***Riverside Community College District  
Office of the Chancellor  
1533 Spruce St., Ste. 210  
Riverside, CA 92507***

-----  
**NOTE:** The **bold type** signifies language that is legally required. 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 CC  
League and the League's legal counsel)*

Academic Affairs  
DRAFT

**BP 4023 MINIMUM CLASS SIZE**

**References:**

Title 5 Division 6 Chapter 2 References and Annotations

❖ **From current Riverside CCD Policy 5005 titled Minimum Class Size**

~~The average minimum class size for all lecture, seminar, and laboratory classes at Riverside Community College shall be thirty students. Some classes that involve individual student performance during the class period and/or require individual student work stations, by their very nature, have minimum class sizes that are less than this average. Other strictly lecture type classes and classes that involve large group performance have sizes as much as five times this average class size. Such variations are taken into consideration as the means by which an average minimum class size of thirty students can be maintained for all lecture, seminar and laboratory classes.~~

***The average minimum class size for all lecture, seminar, and laboratory classes at Riverside Community College District will be responsive to the learning needs of the community and students, and reflect academic and administrative considerations, ensuring effective learning experiences for students.***

**Nothing in this Policy is intended to contradict the CTA collective bargaining agreement.**

---

**NOTE:** *This policy is suggested as good practice. The language in **regular type** is current Riverside CCD Policy 5005 titled Minimum Class Size adopted on 1-18-72 and re-adopted on 5-7-75. Language in **bold italic type** is added by RCCD staff.*

---

**Date Adopted:**

*(This is current Riverside CCD Policy 5005 just re-numbered)*



**Student Services  
DRAFT**

**BP 5900 PREVENTION OF IDENTITY THEFT IN STUDENT  
FINANCIAL TRANSACTIONS**

**References:**

Fair and Accurate Credit Transactions Act, (Pub.L. 108-159)

**The District is required to provide for the identification, detection, and response to patterns, practices, or specific activities (“Red Flags”) that could indicate identify theft of students’ financial transactions. This is because the District serves as a creditor in relation to its students. The Chancellor is directed to develop procedures to implement an Identify Theft Prevention Program (ITPP) to control reasonably foreseeable risks to students from identify theft.**

-----  
**NOTE:** This Policy is legally required. The information in regular type is provided by the CCLC.

---

**Date Adopted:**

*This is a new Policy*

**Human Resources  
DRAFT**

**BP 7110 DELEGATION OF AUTHORITY**

**Reference:**

Education Code Section 70902(d)

The Board of Trustees delegates authority to the *Chancellor* to authorize employment (subject to confirmation by the Board), fix job responsibilities, *approve volunteers for the District*, and perform other personnel actions provided that all applicable federal and state laws, and regulations, and board policies and administrative procedures have been followed.

---

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

---

**Date Adopted:**

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

**Board of Trustees  
Draft**

**BP 7121 PRESIDENT RECRUITMENT AND HIRING**

References:

Education Code Section 70902;  
Accreditation Standard IV.B.1. j

***In the case of a vacancy for the position of President, the Chancellor shall establish a procedure for the search process to fill the vacancy. The process shall comply with relevant regulations.***

---

Date Adopted:

*(this is a new policy for the District)*

This policy is legally required. The language provided in ***bold italic type*** is provided by RCCD staff.

**Human Resources  
DRAFT**

**BP 7500 VOLUNTEERS**

**References:**

**Education Code Sections 72401, 87010, and 87011;  
Government Code Section 3119.5;  
Labor Code Section 3364.5**

**The Board of Trustees encourages the use of volunteers throughout the District.**

***Pursuant to Board Resolution No.41-80/09, certain classes of individuals may be registered as volunteers and designated as employees of the District only for the purpose of worker's compensation and liability coverage while engaged in the performance of any service under the direction and control of the District. Volunteers shall serve without any type of compensation or any other benefits granted to District employees. Volunteers shall not be entitled to defense and indemnity from the District.***

**The District may enter into agreements with outside organizations to provide volunteers to the District to work at District locations. Such agreements will contain appropriate defense and indemnification language to protect the District from liability in connection with the volunteer services.**

**Subject to the limitations of this policy, employees assigned to other positions within the District may serve as volunteers during off-hours.**

**Volunteers serve the District in an "at will" capacity. The District may terminate a volunteer's services for any reason or no reason at all.**

**Pursuant to Government Code Section 3119.5, no person aged 60 years or older may be excluded from volunteer service if the person is physically, mentally, and professionally capable of performing the services involved. A person shall be deemed "professionally capable" if he/she can demonstrate reasonable proficiency or relevant certification and performs his/her professional duties in accordance with laws, regulations, or the technical standards that govern his/her area of volunteer responsibility.**

**Volunteers may not be used in lieu of classified employees. The District may not refuse to employ a person in a vacant classified position and use volunteers instead, nor may it abolish any classified positions and use volunteers instead.**

**No person may serve as a volunteer in the District if:**

- He/she has been convicted of, or has charges pending which pertains to any sex offense (as defined in Education Code Section 87010), or controlled substance offense (as defined in Education Code Section 87011);
- He/she has been convicted of a crime and the *Department of Diversity and Human Resources* determines that: the nature of the crime is too serious to serve as a volunteer; the crime was too recent; and/or the crime is inconsistent with obligations in performing assigned duties as a volunteer;
- He/she has a health condition that would preclude him/her from satisfactorily performing essential duties of the position; and/or
- He/she makes a false statement or omits a statement as to any material fact on the *registration/application* form.

### Screening

Each volunteer is subject to a screening process set forth in *Administrative Procedure 7500*, with the following exceptions:

1. Volunteers serving in single day District events; and
2. Individuals serving as volunteers in Associated Student Organization (ASO) officer positions at the colleges. ASO officers are not entitled to defense and indemnity by the District.

### Expenses

Persons serving without pay as general Volunteers may receive reimbursement for incidental expenses.

### Termination

*The District reserves the right to terminate the services of volunteers for any reason, or no reason at all.*

---

**NOTE:** This policy is **legally advised**. 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 information in **bold italic type** is provided by RCCD staff.

---

### **Date Adopted:**

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

MINUTES OF THE BOARD OF TRUSTEES  
TEACHING AND LEARNING COMMITTEE MEETING  
OF APRIL 21, 2009

Chairperson Medina called the committee to order at 6:00 p.m., in Student Services 101, Moreno Valley Campus. CALL TO ORDER

Committee Members Present

Mr. Jose Medina, Chairperson  
Mrs. Janet Green, Vice Chairperson  
Ms. Virginia Blumenthal, Vice President, Board of Trustees  
Ms. Mary Figueroa, Board Member (arrived at 6:07 p.m.)  
Dr. Linda Lacy, Vice Chancellor, Student Services and Operations  
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs  
Mr. Doug Beckstrom, Academic Senate Representative, Moreno Valley  
Mr. Tom Wagner, Academic Senate Representative, Norco  
Mr. Richard Davin, Academic Senate Representative, Norco  
Mr. Angel Lopez, ASRCC Student Representative  
Ms. Jonell Guzman, CSEA Representative, Moreno Valley Campus

Resource Persons Present

Dr. Irving G. Hendrick, Interim Chancellor  
Dr. Brenda Davis, President, Norco Campus  
Dr. Jan Muto, President, Riverside City College  
Dr. Monte Perez, Moreno Valley Campus  
Ms. Chris Carlson, Chief of Staff/Executive Assistant to the Chancellor  
Dr. Kathleen Sell, Coordinator, Riverside City College, Honors Program

Guests Present

Dr. James Buysse, Vice Chancellor, Administration and Finance

Dr. Perez led a presentation with information regarding Student Success Strategies which is the third part of a three-part series of presentations to the Board. The first presentation addressed general education student outcomes (January 2009), the second addressed basic skills students (February 2009) and this presentation outlines establishing student success strategies. Discussion followed. STUDENT SUCCESS

Dr. Kathleen Sell presented an update on the Honors Program, including a brief overview, new curriculum offerings, the transfer mission and the student research conference. Discussion followed. HONOR PROGRAM

The committee adjourned the meeting at 7:04 p.m. ADJOURNED

MINUTES OF THE BOARD OF TRUSTEES  
PLANNING COMMITTEE MEETING OF APRIL 21, 2009

Chairperson Green called the committee to order at CALL TO ORDER  
7:10 p.m., in Student Services 101, Moreno Valley  
Campus.

Committee Members Present

Mrs. Janet Green, Committee Chairperson  
Ms. Mary Figueroa, Vice Chairperson  
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs  
Ms. Kristina Kauffman, Associate Vice Chancellor, Institutional Effectiveness  
Mr. Doug Beckstrom, Academic Senate Representative, Moreno Valley  
Mr. Lee Nelson, Academic Senate Representative, Riverside City College  
Mr. Tom Wagner, Academic Senate Representative, Norco  
Ms. Meghan Skaggs, ASRCCD Student Representative  
Mr. Mark Carpenter, CTA Representative, Riverside City College  
Ms. Jonell Guzman, CSEA Representative, Moreno Valley Campus  
Ms. Ginny Haguewood, CSEA Representative, Riverside City College

Resource Persons Present

Dr. Irving G. Hendrick, Interim Chancellor  
Dr. Brenda Davis, President, Norco Campus  
Dr. Monte Perez, President, Moreno Valley Campus  
Ms. Chris Carlson, Chief of Staff/Executive Assistant to the Chancellor  
Mr. Orin Williams, Associate Vice Chancellor, Facilities, Planning, Design and Construction

Guests Present

Dr. James Buysse, Vice Chancellor, Administration and Finance  
Mr. Art Alcaraz, Director, Diversity and Human Resources  
Dr. Linda Lacy, Vice Chancellor, Student Services and Operations

Mr. Williams led the committee in reviewing an agreement with LPA to provide planning and design services for the Moreno Valley Parking Structure and Surge Space Project in the amount of \$1,910,000. The agreement will be presented to the Board of Trustees for approval on April 28, 2009. Discussion followed. MORENO VALLEY PARKING STRUCTURE AND SURGE SPACE, ARCHITECTURAL SERVICES

Mr. Williams led the committee in presenting an informational update regarding the District's planning for the Market Street properties explaining that the District has acquired properties in Downtown Riverside, generally located at the corner of Market Street and University Avenue, and the properties along Market Street, at times thought to be part of RSA, are indeed not part of RSA in its approved project configuration. The properties are comprised of three buildings: the Holyrood Hotel; Systems Office Building; and Heiting Building. Discussion followed. PLANNING OF THE MARKET STREET PROPERTIES

Mr. Williams led the committee in providing updated information regarding the Pooled Money Investment Board (PMIB). It is the intent to move forward with bidding the project once final approval from the Division of the State Architect (DSA) is received, with the assumption that by September/October 2009 the PMIB will release state funding for the project. Discussion followed.

STATE CONSTRUCTION  
REIMBURSEMENT PROGRAM AND  
RIVERSIDE NURSING/SCIENCES  
BUILDING PROJECT: UPDATE

The committee adjourned the meeting at 8:13 p.m.

ADJOURNMENT



MINUTES OF THE BOARD OF TRUSTEES  
RESOURCES COMMITTEE MEETING OF APRIL 21, 2009

Chairperson Takano called the committee to order at 8:22 p.m., in Student Services 101, Moreno Valley Campus

CALL TO ORDER

Committee Members Present

Mr. Mark Takano, Chairperson  
Mr. Jose Medina, Vice Chairperson  
Dr. James Buysse, Vice Chancellor, Administration and Finance  
Mr. Art Alcaraz, Director, Diversity and Human Resources  
Mr. Virginia Blumenthal, President, Board of Trustees  
Ms. Mary Figueroa, Member, Board of Trustees  
Mr. Salvador Soto, Academic Senate Representative, Moreno Valley Campus  
Mr. Richard Mahon, Academic Senate Representative, Riverside City College  
Mr. Tom Wagner, Academic Senate Representative, Norco Campus  
Ms. Tamara Caponetto, CSEA Representative, Norco Campus  
Ms. Jonell Guzman, CSEA Representative, Riverside City College

Resource Persons Present

Dr. Irving G. Hendrick, Interim Chancellor  
Dr. Brenda Davis, President, Norco Campus  
Dr. Jan Muto, President, Riverside City College  
Dr. Monte Perez, President, Moreno Valley Campus  
Ms. Chris Carlson, Chief of Staff/Executive Assistant to the Chancellor  
Mr. Orin Williams, Associate Vice Chancellor, Facilities Planning, Design and Construction

Guest(s) Present

Dr. Ray Maghroori, Vice Chancellor, Academic Affairs  
Dr. Linda Lacy, Vice Chancellor, Student Services and Operations  
Mr. Mark Ferrell, Piper Jaffray

Mr. Williams led the committee with information on approval for the deductive Change Order for the Bradshaw Emergency Electrical Service Repair project with Hinkley & Associates, Inc. as a credit in the amount of \$50,000. The change order will be presented to the Board of Trustees for approval on April 28, 2009. Discussion followed.

BRADSHAW EMERGENCY  
ELECTRICAL SERVICE REPAIR –  
CHANGE ORDER

Mr. Williams led the committee in reviewing Construction Management Services with C.W. Driver and use of District Measure C funds in an amount not to exceed \$147,840. The agreement will be presented to the Board of Trustees for approval on April 28, 2009. Discussion followed.

CONSTRUCTION MANAGEMENT SERVICES – STAFF AUGMENTATION

Mr. Williams led the committee in reviewing construction management services with Tilden Coil Constructors, Inc. and the expenditure of project funds in an amount not to exceed \$2,017,253 for the Wheelock Gymnasium, Seismic Retrofit that will be presented to the Board of Trustees for approval on April 28, 2009. Discussion followed.

WHEELOCK GYMNASIUM SEISMIC RETROFIT PROJECT: CONSTRUCTION MANAGEMENT SERVICES

Mr. Williams led the committee in reviewing the agreements for the Riverside Nursing/Sciences Building Project with River City Testing in the amount of \$358,092.70 for DSA Special Inspection and Testing Laboratory Services and Inland Inspections & Consulting in the amount of \$619,639.50 for DSA Inspection Services. These agreements will be presented to the Board of Trustees for approval on April 28, 2009. Discussion followed.

RIVERSIDE NURSING/SCIENCES BUILDING PROJECT: INSPECTION SERVICES

Mr. Mark Ferrell, Piper Jaffray, presented the committee with an informative slide show concerning the status of Tax and Revenue Anticipation Notes (TRAN). Discussion followed.

2009-2010 TAX AND REVENUE ANTICIPATION NOTE (TRAN)

The committee adjourned the meeting at 9:12 p.m.

ADJOURNMENT

MINUTES OF THE BOARD OF TRUSTEES  
GOVERNANCE COMMITTEE MEETING OF APRIL 21, 2009

Chairperson Figueroa called the committee to order at CALL TO ORDER  
9:14 p.m., in Students Services 101, Moreno Valley  
Campus.

Committee Members Present

Ms. Mary Figueroa, Chairperson  
Mr. Mark Takano, Vice Chairperson  
Ms. Virginia Blumenthal, President, Board of Trustees  
Ms. Janet Green, Vice President, Board of Trustees  
Mr. Jose Medina, Member, Board of Trustees  
Dr. Irving G. Hendrick, Interim Chancellor  
Ms. Chris Carlson, Chief of Staff/Executive Assistant to the Chancellor  
Mr. Richard Mahon, Academic Senate Representative, Riverside City College  
Mr. Salvador Soto, Academic Senate Representative, Moreno Valley Campus  
Mr. Tom Wagner, Academic Senate Representative, Norco Campus  
Dr. Dariush Haghghat, CTA Representative, Riverside City College  
Dr. Mark Sellick, CTA Representative, Riverside City College  
Ms. Jonell Guzman, CSEA Representative, Moreno Valley Campus

Resource Persons Present

Dr. Jan Muto, President, Riverside City College  
Dr. Monte Perez, President, Moreno Valley Campus  
Dr. Brenda Davis, President, Norco Campus  
Ms. Ruth Adams, Director, Compliance, Contracts, and Legal Services

Guests Present

Dr. Ray Maghroori, Vice Chancellor, Academic Affairs  
Dr. James Buysse, Vice Chancellor, Administration and Finance  
Dr. Linda Lacy, Vice Chancellor, Student Services and Operations  
Mr. Art Alcaraz, Director, Diversity and Human Resources

Ms. Adams led the committee in reviewing REVISED AND NEW BOARD  
Administrative Procedures 2431 and Board Policies 3300, POLICIES – FIRST READING  
3315, 3500, 3510, 3520, 3530, 3540, 3560, 3600, 3720,  
3810, 4023, 5900, 7110, 7121, and 7500 being presented  
for the first reading, as well as Policy 5020 being  
recommended for deletion. Discussion followed.

Ms. Adams led the committee in reviewing the resolutions which will be presented to the Board of Trustees for approval on April 28, 2009. Discussion followed.

RESOLUTION NO. 38-08/09  
AUTHORIZING THE CHANCELLOR,  
OR DESIGNEE, OF THE DISTRICT TO  
ALLOW, SETTLE, OR REJECT  
SPECIFIED CLAIMS BROUGHT  
AGAINST THE DISTRICT UNDER  
THE TORT CLAIMS ACT AND  
RESOLUTION NO. 41-08/09  
DESIGNATING CERTAIN  
VOLUNTEERS AS EMPLOYEES

Ms. Adams led the discussion on whether or not the District should move toward a totally smoke-free environment or continue pursuing the idea of designated smoking areas, giving each campus the option. Discussion followed.

EXISTING BOARD POLICIES 3230,  
4230, AND 6230 – SMOKING/NON-  
SMOKING

Dr. Lacy led the committee in reviewing the information on the status of the GoPass Program. Discussion followed.

GOPASS PROGRAM UPDATE

The committee adjourned the meeting at 10:34 p.m.

ADJOURNED