



**Board of Trustees - Regular Meeting
Tuesday, October 16, 2012 6:00 PM
Riverside City College, Room AD122, 4800
Magnolia Avenue, Riverside, CA 92506**

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 any meeting should contact the Chancellor's Office at (951) 222-8801 as far in advance of the meeting as possible.

Any public records relating to an open session agenda item that is distributed within 72 hours prior to the meeting is available for public inspection at the Riverside Community College District Chancellor's Office, Suite 210, 1533 Spruce Street, Riverside, California, 92507 or online at <http://www.rccd.edu/administration/board/Pages/index.aspx>.

I. COMMENTS FROM THE PUBLIC

II. APPROVAL OF MINUTES

A. [Minutes of the Board of Trustees Regular/Committee Meeting of September 4, 2012](#)

Recommend approving the September 4, 2012 Regular/Committee meeting minutes as prepared.

B. [Minutes of the Board of Trustees Regular Meeting of September 18, 2012](#)

Recommend approving the September 18, 2012 Board of Trustees Regular meeting minutes as approved.

C. [Minutes of the Board of Trustees Special Meeting of September 20, 2012](#)

Recommend approving the September 20, 2012 Special Board of Trustees meeting minutes as prepared

III. PUBLIC HEARING (NONE)

IV. CHANCELLOR'S REPORTS

A. [Chancellor's Communications](#)

Information Only

- B. [Presentation on RCC Drum Line Winning 2012 National Championship](#)
Information Only
- C. [Presentation of Student Award for State Women's Athlete of the Year Water Polo](#)
Information Only
- D. [Five to Thrive Presentation - Faculty Presentation by Ms. Shari Yates, Associate Professor, Early Childhood Education](#)
Information Only
- E. [Screening of RCCD General Promotional Video Short](#)
Information Only
- F. [Future Monthly Committee Agenda Planner and Annual Master Planning Calendar](#)
Information Only
- V. STUDENT REPORT
 - A. [Student Report](#)
Information Only
- VI. CONSENT AGENDA ACTION
 - A. Diversity/Human Resources
 - 1. [Academic Personnel](#)
Recommend approving/ratifying academic personnel actions.
 - 2. [Classified Personnel](#)
Recommend approving/ratifying classified personnel actions.
 - 3. [Other Personnel](#)
Recommend approving/ratifying other personnel actions.
 - B. District Business
 - 1. [Purchase Order and Warrant Report - All District Resources](#)
Recommend approving/ratifying the Purchase Orders and Purchase Order Additions totaling \$2,940,171 and District Warrant Claims totaling \$5,514,068.
 - 2. Budget Adjustments
 - a. [Budget Adjustments](#)
Recommend approving the budget transfers as presented.
 - 3. Resolution(s) to Amend Budget
 - a. [Resolution No. 06-12/13 Southern California Edison Easement Norco College](#)
Recommend adding the revenue and expenditures of \$4,900 to the budget.
 - 4. Contingency Budget Adjustments (None)
 - 5. Bid Awards
 - a. [Purchase Office, Classroom, Health, Athletic, Technology and Furniture Supplies from OfficeMax, Utilizing the Oakland Unified School District Contract No. 08-09/06 through June 30, 2013](#)

Recommend approving the purchase of office, classroom, health, athletic, technology and furniture supplies from OfficeMax, utilizing the Oakland Unified School District Contract No. 08-09/06 through June 30, 2013.

- b. [Bid Awards for the ADA Transition Plan Implementation Project - Phase 1 Barrier Removal for Moreno Valley and Norco Colleges – Trade Categories 1-6](#)

Recommend awarding the ADA Transition Plan Implementation Project - Phase 1 Barrier Removal for Moreno Valley and Norco Colleges – Trade Categories 1-6, for the total bid amount of \$1,277,000.

- c. [Purchase Information Technology Equipment Software and Services from NEC Corporation of America, Inc., Utilizing U.S. General Services Administration \(GSA\) Contract No. GS-35F-0511T through June 26, 2017](#)

Recommend approving the purchase of information technology equipment software and services from NEC Corporation of America, Inc., utilizing GSA Contract Number GS-35F-0511T through June 26, 2017.

6. **Grants, Contracts and Agreements**

- a. [Contracts and Agreements Report Less than \\$81,000 - All District Resources](#)

Recommend ratifying contracts totaling \$504,558.

- b. [Agreement with the Riverside County Superintendent of Schools](#)

Recommend approving the agreement between Riverside Community College District and the Riverside County Superintendent of Schools for the period July 1, 2012 through June 30, 2013.

- c. [Contract Agreement No.C12-0031 between Chancellor's Office, California Community Colleges and Riverside Community College District](#)

Recommend approving the Contract Agreement C12-0031 (CalWORKS Set-A-Side) in the amount of \$80,000.00.

7. **Out-of-State Travel**

Recommend approving the out-of-state travel.

8. **Other Items**

- a. [Notices of Completion](#)

Recommend accepting the projects listed as complete and approving the execution of the Notices of Completion (under Civil Code Section 3093 - Public Works)

VII. **CONSENT AGENDA INFORMATION (NONE)**

VIII. **BOARD COMMITTEE REPORTS**

A. **Governance (None)**

B. **Teaching and Learning**

- 1. [Report on Accountability for Community Colleges 2012](#)

Recommend accepting the findings of the report.

- C. Planning and Operations (None)
- D. Resources
 - 1. **Tentative Project Budget and Borrowing of Measure C Funds for Science Technology Engineering and Mathematics Center Renovation Project**
Recommend approving the Science Technology Engineering and Mathematics Center Renovation project; a project budget in the amount of \$1,207,083; and borrowing of Measure C funds in the amount of \$762,369 for project.
 - 2. **Project Budget, Borrowing of Measure C Funds, and Agreement with UTC Power Corporation for Fuel Cell Installation Project**
Recommend approving a project budget in the amount of \$3,110,00; borrowing of Measure C funds in the amount of \$450,000; and approving a contract in the amount of \$2,896,400 with UTC Power Corporation.

- E. Facilities
 - 1. **Change Order 1 for Alumni Carriage House Restoration with LSC Construction**
Recommend approving the project Change Order 1 with LSC Construction in the amount totaling \$13,513; and the change order in excess of ten percent by a total of \$5,263.
 - 2. **Amendment 6 for Norco Operations Center with Hill Partnership, Inc.**
Recommend approving Amendment 6 with Hill Partnership, Inc. in the amount of \$3,470 for additional architectural and engineering services.

IX. ADMINISTRATIVE REPORTS

- A. Vice Chancellors
- B. Presidents

X. ACADEMIC SENATE REPORTS

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

XI. BARGAINING UNIT REPORTS

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

XII. BUSINESS FROM BOARD MEMBERS

- A. **Presentation of Annual Report By Measure C Citizens' Bond Oversight Committee**
Recommend accepting the RCCD Measure C Citizens' Bond Oversight Committee 2009/10 Annual Report.
- B. **Update from Members of the Board of Trustees on Business of the Board.**
Information Only

XIII. CLOSED SESSION

- A. Pursuant to Government Code Section 54957, Public Employee Discipline/Dismissal/Release
To Be Determined

XIV. ADJOURNMENT



Agenda Item (II-A)

Meeting	10/16/2012 - Regular
Agenda Item	Approval of Minutes (II-A)
Subject	Minutes of the Board of Trustees Regular/Committee Meeting of September 4, 2012
College/District	District
Funding	n/a
Recommended Action	It is recommended that the Board of Trustees review and approve the minutes.

Background Narrative:

Recommend approving the September 4, 2012 Board of Trustees Regular/Committee meeting minutes as prepared.

Prepared By: Greg Gray, Chancellor
Kathy Tizcareno, Administrative Assistant

Attachments:

[090412_Minutes](#)

MINUTES OF THE BOARD OF TRUSTEES REGULAR
AND COMMITTEE MEETINGS OF THE GOVERNANCE,
TEACHING AND LEARNING, PLANNING AND OPERATIONS,
RESOURCES, AND FACILITIES COMMITTEES
OF SEPTMEBER 4, 2012

President Green called the Board of Trustees meeting to order at 6:00 p.m., in the Center for Student Success, Room 217, 2001 Third Street, Norco, California. CALL TO ORDER

Trustees Present

Virginia Blumenthal, Vice President
Sam Davis, Secretary
Mary Figueroa, Board Member
Janet Green, President
Mark Takano, Board Member
Noemi Jubaer, Student Trustee

Staff Present

Dr. Gregory W. Gray, Chancellor
Dr. James Buysse, Vice Chancellor, Administration and Finance
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources
Dr. Ray Maghroori, Provost/Vice Chancellor, Educational Services
Dr. Cynthia Azari, President, Riverside City College
Dr. Sandra Mayo, President, Moreno Valley College
Dr. Paul Parnell, President, Norco College
Ms. Chris Carlson, Chief of Staff
Mr. Jim Parsons, Associate Vice Chancellor, Strategic Communications and Relations

Student Trustee Noemi Jubaer led the Pledge of Allegiance. PLEDGE OF ALLEGIANCE

Mr. William Tarpai, globalization consultant, made comments in favor of advocating for the City of Riverside Initiative/Completion Counts and supported RCCD in updating its student learning objectives and outcomes. COMMENTS FROM THE PUBLIC

The Governance Committee Chair Janet Green convened the meeting at 6:07 p.m. Committee members in attendance: Chancellor Gregory W. Gray; Academic Senate Representatives: Dr. Travis Gibbs and Sal Soto (Moreno Valley College), Dr. Sharon Crasnow (Norco College) and Mr. Lee Nelson (Riverside City College); CTA Representative: Ms. Dorothy Reina; CSEA Representative: Mr. Gustavo Segura; Confidential Representative: Ms. Debra Creswell; and Management Representative: Ms. Sherry Stone. GOVERNANCE

Ms. Chris Carlson led the committee review of the proposed Mission Statement for the Board of Trustees that will be Mission Statement for the Board of Trustees

presented to the Board for approval at the September 18 regular Board meeting. Discussion followed

The committee adjourned at 6:09 p.m.

Adjourned

The Teaching and Learning Committee Chair Sam Davis convened the meeting at 6:10 p.m. Committee members in attendance: Dr. Ray Maghroori, Provost/Vice Chancellor, Educational Services; Academic Senate Representatives: Dr. Travis Gibbs and Mr. Sal Soto (Moreno Valley College), Ms. Peggy Campo (Norco College) and Mr. Lee Nelson (Riverside City College); CTA Representative: Ms. Patricia Avila; CSEA Representative: Mr. Gustavo Segura; Confidential Representative: Ms. Debra Creswell; and Management Representative: Ms. Colleen Molko.

TEACHING AND LEARNING

Dr. Maghroori introduced Mr. Jim Elton, associate professor, kinesiology, Riverside City College, who led the committee review of the proposed revised General Education Student Learning outcomes that will be presented to the Board for approval at the September 18 regular Board meeting. Discussion followed.

Proposed Adoption of Revised General Education Student Learning Outcomes

Mr. Glen Brady, director, distance education/open campus, led the committee review of the data and analysis of RCCD's online educational programs and course offerings in the 2012 Open Campus Fact Book. Trustee Figueroa requested staff to provide ethnic breakdowns. Discussion followed

Presentation on 2012 Open Campus Fact Book

The committee adjourned the meeting at 6:42 p.m.

The Resources Committee Chair Mark Takano convened the meeting at 6:43 p.m. Committee members in attendance: Dr. James Buysse, Vice Chancellor, Administration and Finance; Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources; Academic Senate Representatives: Mr. Sal Soto (Moreno Valley College), Mr. Jason Rey (Norco College) and Dr. Ward Schinke (Riverside City College); CSEA Representative: Mr. Gustavo Segura; Confidential Representative: Ms. Debra Creswell; and Management Representative: Mr. Julio Cruz.

RESOURCES COMMITTEE

Dr. Paul Parnell, president, Norco College, and Mr. Jim Miyashiro, chief of police, led the committee review of the Property Use Agreement to establish the Norco Trading Post with A-10 Advisors that will be presented to the Board for approval at the September 18 regular Board meeting. Discussion followed.

Property Use Agreement to Establish Norco Trading Post with A-10 Advisors

Dr. Buysse and Mr. Aaron Brown, associate vice chancellor, finance, led the committee review of the 2012-13 final budget, indicating that it will be presented to the Board for adoption following a public hearing at the regular Board meeting on September 18, 2012. Discussion followed.

2012-2013 Budget – Public Hearing and Budget Adoption

The committee adjourned the meeting at 7:51 p.m.

Adjourned

The Facilities Committee Chair Virginia Blumenthal convened the meeting at 7:52 p.m. Committee members in attendance: Mr. Orin Williams, Associate Vice Chancellor, Facilities Planning and Development; Academic Senate Representatives: Dr. Travis Gibbs and Mr. Sal Soto (Moreno Valley College), Mr. Tom Wagner (Norco College) and Mr. Steve Brewster (Riverside City College); CTA Representative: Mr. Chris Rocco (Moreno Valley College); CSEA Representative: Mr. Gustavo Segura; Confidential Representative: Ms. Debra Creswell; and Management Representative: Mr. George Walters.

FACILITIES COMMITTEE

Mr. Williams led the committee review of a change order with J.M. Farnan in the amount totaling \$3,537; and change order in excess of ten percent by a total of \$47,187 for the Culinary Arts Academy and District Office project that that will be presented to the Board for approval at the September 18 regular Board meeting. Discussion followed

Change Order 4 Culinary Arts Academy and District Office with J.M. Farnan

Mr. Williams led the committee review of a retention reduction for BEC, Inc. from ten percent to five percent; a changer order with Elljay Acoustics, Inc. in the amount totaling \$30,602; and a change order for Elljay Acoustics in excess of ten percent by a total of \$11,978.40 for the Nursing Science Building that will be presented to the Board for approval at the September 18 regular Board meeting. Discussion followed.

Retention Reduction for BEC, Inc. and Change Order 4 with Elljay Acoustics, Inc. for Nursing Science Building

The committee adjourned the meeting at 8:07 p.m.

Adjourned

President Green announced that Chancellor Gray had withdrawn his name as a candidate for the chancellorship of the Alabama Community & Technical Colleges.

OTHER BUSINESS

The Board adjourned the meeting at 8:23 p.m.

ADJOURNMENT



Agenda Item (II-B)

Meeting	10/16/2012 - Regular
Agenda Item	Approval of Minutes (II-B)
Subject	Minutes of the Board of Trustees Regular Meeting of September 18, 2012
College/District	District
Funding	n/a
Recommended Action	It is recommended that the Board of Trustees review and approve the minutes.

Background Narrative:

Recommend approving the September 18 Board of Trustees Regular meeting minutes as prepared.

Prepared By: Greg Gray, Chancellor
Michelle Haeckel, Administrative Assistant, Office of the Chancellor

Attachments:

[091812_Minutes](#)

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING
OF SEPTEMBER 18, 2012

President Green called the regular meeting of the Board of CALL TO ORDER
Trustees to order at 6:00 p.m., Center for Student Success,
Room 217, Norco College, 2001 Third Street, Norco, CA
92860

Trustees Present

Virginia Blumenthal, Vice President
Mary Figueroa, Board Member
Janet Green, President
Mark Takano, Board Member (arrived at 6:05 pm)
Noemi Jubaer, Student Trustee

Absent

Sam Davis, Secretary

Staff Present

Dr. Gregory W. Gray, Chancellor
Dr. James Buysse, Vice Chancellor, Administration and Finance
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources
Dr. Ray Maghroori, Provost/Vice Chancellor, Educational Services
Dr. Cynthia Azari, President, Riverside City College
Dr. Sandra Mayo, President, Moreno Valley College
Dr. Paul Parnell, President, Norco College
Mr. Jim Parsons, Associate Vice Chancellor, Strategic Communications
and Relations
Ms. Chris Carlson, Chief of Staff
Dr. Sharon Crasnow, President, Academic Senate Representative, District and Norco College
Dr. Travis Gibbs, Academic Senate Representative, Moreno Valley College
Mr. Lee Nelson, Academic Senate Representative, Riverside City College
Dr. Dariush Haghghat, President, CTA
Mr. Eric Muehlebach, President, CSEA

Guests Present:

Ms. Peggy Campo, Associate Professor, Anatomy and Physiology, Norco College
Ms. Lorena Patton, Title III STEM Grant Director, Norco College
Mr. Tim Wallstrom, Associate Professor, Kinesiology, Math and Sciences, Norco College

Student Trustee Noemi Jubaer led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Blumenthal/Figueroa moved that the Board of
Trustees approve Trustee Davis' absence as excused.
Motion carried. (4 ayes, 1 absent [Davis])

MOTION TO EXCUSE TRUSTEE'S
ABSENCE

Green/Blumenthal moved that the Board of Trustees
approve the minutes of the Board of Trustees
Regular/Committee Meeting of August 7, 2012.
Motion carried. (4 ayes, 1 absent [Davis])

MINUTES OF THE BOARD OF
TRUSTEES REGULAR/COMMITTEE
MEETING OF AUGUST 7, 2012

Blumenthal/Davis moved that the Board of Trustees
approve the minutes of the Board of Trustees Regular
Meeting of August 21, 2012. Motion carried. (4 ayes,

MINUTES OF THE BOARD OF
TRUSTEES REGULAR MEETING OF
AUGUST 21, 2012

1 absent [Davis])

Blumenthal/Davis moved that the Board of Trustees approve the minutes of the Board of Trustees Special Meeting of August 27, 2012. Motion carried. (4 ayes, 1 absent [Davis])

Blumenthal/Figueroa moved that the Board of Trustees hold a public hearing on the 2012-2013 budget and adopt the 2012-2013 RCCD Budget presented. Motion carried. (4 ayes, 1 absent [Davis])

MINUTES OF THE BOARD OF TRUSTEES SPECIAL MEETING OF THE AUGUST 27, 2012

PUBLIC HEARING

CHANCELLOR'S REPORTS

Presentation

Ms. Lorena Patton, Title III STEM Grant Director, presented a student success report on a program designed for Corona-Norco Unified School District graduating seniors as well as first-time freshmen at Norco College that offers intensive instruction in mathematics, science workshops, exposure to STEM-related careers and majors, and also provides other advantages for students such as guidance and career and academic counseling.

Presentation on Student Success Report – Bridge to STEM Summer Program

Mr. Tim Wallstrom, Associate Professor, Kinesiology Math and Sciences, spoke about the Men's and Women's Soccer teams as part of an intercollegiate athletics program. He introduced players on the Women's Mustangs Soccer Team. The students spoke about their experiences on the team and how being a part of the team assists them with their academics.

Presentation on Norco College Athletics

Ms. Peggy Campo, Associate Professor, Anatomy and Physiology, Norco College, explained how her students begin their Anatomy and Physiology course in her classroom, and, how she inspires a sense of awe and passion in students while learning about the human body.

Five to Thrive – Faculty Presentation by Ms. Peggy Campo, Associate Professor, Anatomy and Physiology

Blumenthal/Figueroa moved that the Board of Trustees approve the resolution with the following amendments: Change the title to read, "Resolution of Support for Higher Education Funding Relative to Statewide Propositions on the November 6, 2012 Ballot," and include the following paragraph, "WHEREAS, the Riverside Community College District encompasses six K-12 unified school districts named Corona-Norco, Alvord, Riverside, Jurupa, Val Verde and Moreno Valley and the District has collaborative partnerships with the K-12 districts, as

Resolution No. 05-12/13 Opposing Proposition 38: Our Children, Our Future Act

well as serving students from surrounding districts and that Proposition 30 provides funding for K-12 and higher education including community colleges and Proposition 38 provides funding for K-12 and excludes higher education including community college;and.” Motion carried. (4 ayes, 1 absent [Davis])

The Board of Trustees received information on documents that are used to monitor and review upcoming action items, information items, and presentations, as well as planning for the monthly committee and Board meetings.

Future Monthly Committee
Agenda Planner and Annual
Master Planning Calendar

Student Trustee Noemi Jubaer presented the report about recent and future student activities at Moreno Valley College, Norco College and Riverside City College.

STUDENT REPORT

CONSENT ITEMS

Action

Figueroa/Blumenthal moved that the Board of Trustees:

Approve/ratify the listed academic appointments, and assignment and salary adjustments;

Academic Personnel

Approve/ratify the listed classified appointments, and assignment and salary adjustments;

Classified Personnel

Approve/ratify the listed other personnel appointments, and assignment and salary adjustments;

Other Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$12,685,756 and District Warrant Claims totaling \$6,617,901.;

Purchase Order and Warrant
Report – All District Resources

Award Bid Number 2012/13-09 – Moreno Valley College HVAC Retrofit, in the total amount of \$242,249 to Acco Engineered Systems, and authorize the Vice Chancellor, Administration and Finance to sign the associated agreement;

Bid Award for the Moreno
Valley College Heating,
Ventilation and Air Conditioning
(HVAC) Retrofit (Bid No.
2012/13-09)

Approve the purchase of janitorial supplies from Waxie Sanitary Supply, utilizing WSCA contract number 102-5031-5 through July 30, 2013.

Purchase Janitorial Supplies
from Waxie Sanitary Supply,
Utilizing the Western States
Contracting Alliance (WSCA)
Contract No. 102-5031-5
through July 30, 2013

Approve the purchase of information technology goods and services from Nexus IS, Inc., utilizing

Purchase Information
Technology Goods and Services

CMAS Contract No. 3-09-70-0163AE through March 31, 2013;

from Nexus IS, Inc., Utilizing the California Multiple Award Schedules (CMAS) Contract No. 3-09-70-0163AE through March 31,2013

Ratify contracts totaling \$593,374;

Contracts and Agreements Report Less than \$81,000 - All District Resources

Approve the Lease Amendment with Western Municipal Water District, extending the term of the lease from December 31, 2013 until June 30, 2016;

Lease Amendment for Systems Office with Western Municipal Water District

Approve the Third Amendment to Lease agreement for Open Campus with Koll;

Amendment to Lease Agreement for Open Campus with Koll

Approve the out-of-state travel;

Out-of-State Travel

Accept the projects listed as complete, approve the execution of the Notices of Completion (under Civil Code Section 3093 - Public Works), and authorize the Board President and the Vice Chancellor, Administration and Finance, to sign the Notices of Completion;

Notices of Completion

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

Surplus Property

Motion carried. (4 ayes, 1 absent [Davis])

Information

The Board received the quarterly financial status report for the quarter ended June 30, 2011.

CCFS-311Q – Quarterly Financial Status Report for the Quarter Ended June 30, 2012

According to Board Policy 7350, the Chancellor has approved the following resignation: Mr. Charles Tovaes, Interim Dean, Instruction/Associate Professor, Geography, effective August 31, 2012, for personal reasons;

Separations

BOARD COMMITTEE REPORTS

Governance

Green/Figueroa moved that the Board approve Administrative Procedure 2435 and Board Policies 2750, 3410, 3430, 3820, 4040, 5040, 5130, 5140, and 5800. Motion carried. (4 ayes, 1 absent [Davis])

Revised and New Board Policies
– Second Reading

Blumenthal/Figueroa moved that the Board of Trustees review, discuss and adopt a Mission Statement of the Board of Trustees. Motion carried. (4 ayes, 1 absent [Davis])

Mission Statement of the Board
of Trustees

Teaching and Learning

Blumenthal/Figueroa moved that the Board of Trustees approve the revised District General Educational Student Learning Outcomes. Motion carried. (4 ayes, 1 absent [Davis])

Proposed Adoption of Revised
General Education Student
Learning Outcomes

Resources

Takano/Figueroa moved that the Board of Trustees approve the property use agreement with A-10 Advisors. Motion carried. (4 ayes, 1 absent [Davis])

Property Use Agreement to
establish Norco Trading Post
with A-10 Advisors

Facilities

Blumenthal/Figueroa moved that the Board of Trustees: (1) approve project Change Order No. 4 with J.M. Farnan in the amount totaling \$3,537; and (2) approve the change order in excess of ten percent by a total of \$47,187. Motion carried. (4 ayes, 1 absent [Davis])

Change Order 4 for Culinary
Arts Academy and District
Office with J.M. Farnan

Blumenthal/Figueroa moved that the Board of Trustees approve (1) a retention reduction for BEC, Inc. from ten percent to five percent; and (2) release five percent of the current retention withheld for services rendered by BEC, Inc.; and (3) approve project Change Order No. 4 with Elljay Acoustics, Inc. in the amount totaling \$30,602; and (4) approve the change order for Elljay Acoustics, Inc. in excess of ten percent by a total of \$11,978.40. Motion carried. (4 ayes, 1 absent [Davis])

Retention Reduction for BEC,
Inc. and Change Order 4 with
Elljay Acoustics, Inc. for
Nursing Science Building

VICE CHANCELLORS

Blumenthal/Figueroa moved that the Board of Trustees approve Resolution No. 04-12/13 designating certain volunteers as employees, and amended Paragraph 5, 1-C deleting the word “normally,” and changing the sentence to read, “Persons requested by faculty members, and approved by the Dean of Instruction, or designee, to assist in tasks not performed by the classified staff.” Motion carried. (4 ayes, 1 absent [Davis])

Resolution No. 4-12/13
Designating Certain Volunteers
as Employees

ACADEMIC SENATE REPORTS

Dr. Travis Gibbs presented the report on behalf of Moreno Valley College.

Moreno Valley College

Dr. Sharon Crasnow presented the report on behalf of the District and Norco College.

Norco College and Riverside
Community College District

Mr. Lee Nelson presented the report on behalf of Riverside City College.

Riverside City College

BARGAINING UNIT REPORTS

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

CTA – California Teachers
Association

Mr. Eric Muehlebach, President, CSEA, presented the report on behalf of the CSEA.

CSEA – California School
Employees Association

The Board adjourned the meeting to closed session at 8:33 p.m. to consider the following closed session items:

ADJOURN TO CLOSED SESSION

In the matter of Hernandez v. Riverside Community College District, the Board voted to approve a settlement in the amount of \$366,275.00. Motion carried. (4 ayes, 1 absent [Davis])

Conference with Legal Counsel
– Existing Litigation (CA Gov.
Code Section 54956.9(a) –
Hernandez v. Riverside
Community College District

In the matter of Conference with Labor Negotiator, District Negotiator, Bradley Neufeld, and Unrepresented Employee: Chancellor, no action was taken.

Closed Session Pursuant to
Government Code Section
54957.6 Conference with Labor
Negotiator, District Negotiator:
Bradley Neufeld, Gresham
Savage, Unrepresented Employee:
“Chancellor”

The Board reconvened from closed session at 10:57 p.m. and adjourned the meeting at 11:00 p.m.

RECONVENED/ADJOURNED



Agenda Item (II-C)

Meeting	10/16/2012 - Regular
Agenda Item	Approval of Minutes (II-C)
Subject	Minutes of the Board of Trustees Special Meeting of September 20, 2012
College/District	District
Funding	n/a
Recommended Action	It is recommended that the Board of Trustees review and approve the minutes.

Background Narrative:

Recommend approving the the September 20, 2012 Board of Trustees Special meeting minutes as prepared.

Prepared By: Greg Gray, Chancellor
Kathy Tizcareno, Administrative Assistant

Attachments:

[092012_MIN](#)

MINUTES OF THE SPECIAL BOARD OF TRUSTEES
MEETING OF SEPTEMBER 20, 2012

President Green called the special meeting of the Board of Trustees to order at 6:00 p.m., in Conference Room 319, Third Floor, District Office, 1533 Spruce Street, Riverside, California.

CALL TO ORDER

Trustees Present

Virginia Blumenthal, Vice President
Samuel Davis, Secretary
Mary Figueroa, Trustee
Janet Green, President

Trustees Absent

Mark Takano
Noemi Jubaer, Student Trustee

Staff Present

Dr. Gregory W. Gray, Chancellor

Guest(s) Present

Dr. John Nixon, Associate Vice President, ACCJC

The Board members held a workshop on accreditation and Trustee roles and responsibilities facilitated by Dr. John Nixon.

WORKSHOP ON
ACCREDITATION

The Board adjourned the meeting at 7:36 p.m.

ADJOURNMENT



Agenda Item (IV-A)

Meeting	10/16/2012 - Regular
Agenda Item	Chancellor's Reports (IV-A)
Subject	Chancellor's Communications
College/District	District
Information Only	

Background Narrative:

Chancellor will share general information to the Board of Trustees, including federal, state and local interests and District information.

Prepared By: Greg Gray, Chancellor

Attachments:



Agenda Item (IV-B)

Meeting 10/16/2012 - Regular
Agenda Item Chancellor's Reports (IV-B)
Subject Presentation on RCC Drum Line Winning 2012 National Championship
College/District Riverside
Information Only

Background Narrative:

Riverside City College is pleased to introduce Associate Professor of Music, Gary Locke, Director of the RCC Marching Tigers to provide an update on the band.

Each year, in April, the pageantry world focuses on the University of Dayton, Ohio Winter Guard International (WGI) Championships. The WGI Championships attract nearly 300 competing groups, from 33 states, 3 Canadian provinces, England and Japan - this event truly IS a 'world championship' if you win!

Prepared By: Cynthia Azari, President, Riverside City College
Wolde-Ab Isaac, Vice President

Attachments:

[Drumline Video Presentation](#)





Agenda Item (IV-C)

Meeting	10/16/2012 - Regular
Agenda Item	Chancellor's Reports (IV-C)
Subject	Presentation of Student Award for State Women's Athlete of the Year Water Polo
College/District	Riverside
Information Only	

Background Narrative:

Andrea Antonissen was a two year all-american at RCC in both swimming and water polo. She led her team to two consecutive state championships in Women's Water polo.

As a sophomore she was named the state of California Community College MVP for Swimming and Water Polo. She was then named the most outstanding Community College Female Athlete in the State of California.

Derrick Johnson, RCC's Athletic Director is pleased to present the State Women's Athlete of the Year Award in Water Polo to Andrea Antonissen.

Prepared By: Cynthia Azari, President, Riverside City College

Attachments:



Agenda Item (IV-D)

Meeting 10/16/2012 - Regular

Agenda Item Chancellor's Reports (IV-D)

Subject Five to Thrive Presentation - Faculty Presentation by Ms. Shari Yates, Associate Professor, Early Childhood Education

College/District District

Information Only

Background Narrative:

Each month, a faculty member is invited through the Academic Senate to present on teaching and programs from the classroom that distinguish RCCD and its faculty and colleges.

This month, the presentation will be from Shari Yates, Associate Professor, Early Childhood Education, Riverside City College. The presentation will include the demonstration of the concept of Theory of Mind.

At the RCC Child Development Laboratory, children are used for the purposes of demonstrating theoretical concepts to college students. Demonstrations allow the college student to learn more about child growth and development and behaviors of the young children through both observation and participation. The lab provides the opportunity for students interested in Early Childhood Education to gain experience in setting up and conducting activities with young children. The laboratory also provides experiences for a variety of disciplines to facilitate observation projects and research conducted by faculty and students. The RCC Child Development Laboratory cares for the young children of faculty, staff, students, and the community. The hours are 6:30am until 5:30pm, Monday-Friday.

Theory of Mind is a person's theory of what other people might be thinking. In order to have a theory of mind, children must realize that other people are not necessarily thinking the same thoughts that they themselves are. Theory of mind is an emergent ability, slow to develop, and seldom occurs before the age of 4.

Prepared By: Chris Carlson, Chief of Staff

Attachments:

[Theory of Mind Demonstration](#)



Theory of Mind Demonstration

by Shari Yates
Associate Professor
Early Childhood Education



Welcome to
Theory of Mind.

I would explain it to you
but I assume that
you are already
familiar.

Theory of Mind

- A person's understanding of the thoughts of other people.



Does child think other's thoughts are identical to her own thoughts?

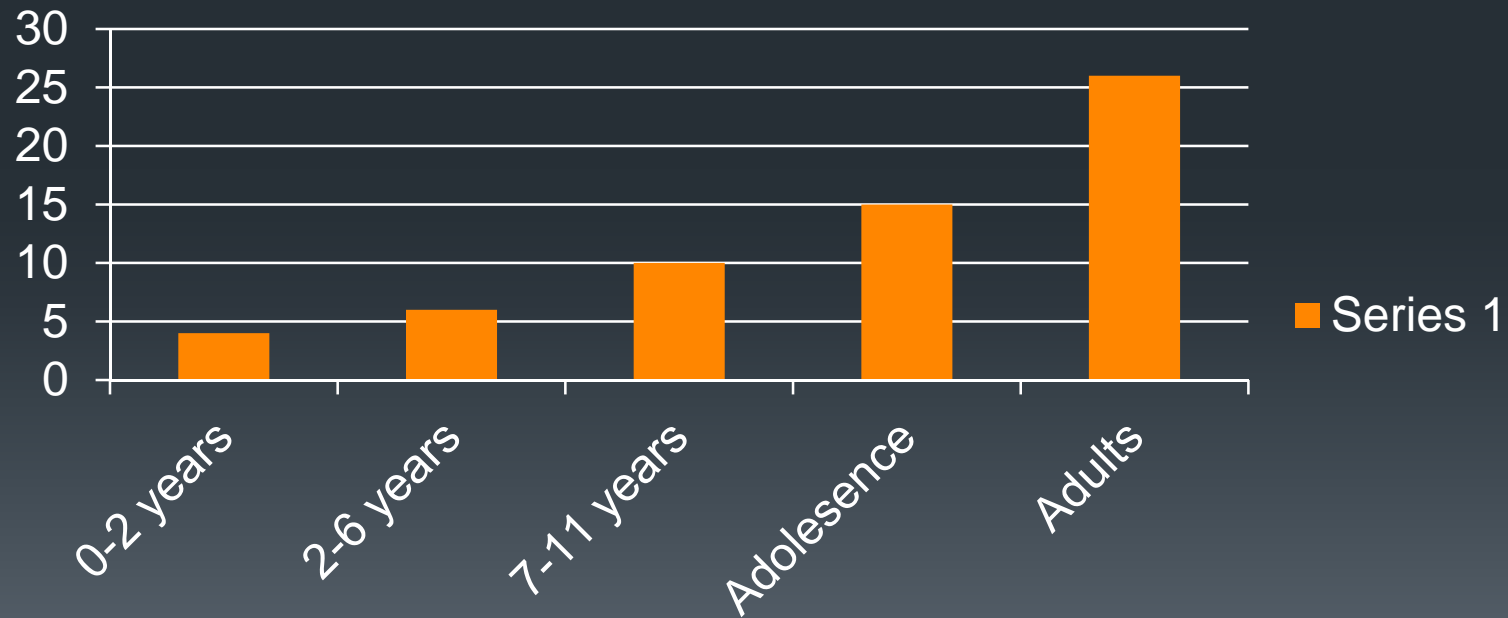


When does a
child develop
Theory of Mind
(perspective
taking)?



Development of Theory of Mind

Series 1



What are
they
thinking?















Agenda Item (IV-E)

Meeting	10/16/2012 - Regular
Agenda Item	Chancellor's Reports (IV-E)
Subject	Screening of RCCD General Promotional Video Short
College/District	District
Information Only	

Background Narrative:

Riverside Community College District's Office of Strategic Communications and Relations previously previewed a rough cut of a 10-minute promotional/information video at a Board committee meeting. Comments and suggestions made at the meeting were reviewed and considered and, as a result, new student-shot footage that was taken at the start of fall 2012 semester and other elements were added to the video. Also, during the review and editing process, the video's run time was shortened. Final editing will be completed after this screening for the Board of Trustees. The video short will be available for general use by colleges and departments, and will be viewable at the college and district websites and through social media platforms such as youtube.com.

Prepared By: Jim Parsons, Assoc Vice Chancellor, Strategic Communications & Relations

Attachments:



Agenda Item (IV-F)

Meeting	10/16/2012 - Regular
Agenda Item	Chancellor's Reports (IV-F)
Subject	Future Monthly Committee Agenda Planner and Annual Master Planning Calendar
College/District	District
Information Only	

Background Narrative:

Monthly, the Board Committees meet to review upcoming action items or receive information items and presentations. Furthermore, annually the Board sees and takes action on items at the same time each year. For the purposes of planning the monthly committee and Board meetings, the Future Committee Agenda Planner and the Annual Master Planning Calendar are provided for the Board's information.

Prepared By: Greg Gray, Chancellor
Michelle Haeckel, Administrative Assistant, Office of the Chancellor

Attachments:

[Future Monthly Planner and Master Planning Calendar](#)

RECOMMENDED 2012-13 GOVERNING BOARD AGENDA MASTER PLANNING CALENDAR

Month	Planned Agenda Item
August	<ul style="list-style-type: none"> • Proposed Curricular Changes
September	<ul style="list-style-type: none"> • CCFS-311Q-Quarterly Financial Status Report for the Quarter Ended June 30 • Budget – Public Hearing
October	<ul style="list-style-type: none"> • Annual Master Grant Submission Schedule • Emeritus Awards, Faculty • Presentation of Annual Report by Measure C Citizens’ Bond Oversight Committee
November	<ul style="list-style-type: none"> • Annual CCFS-311 Financial and Budget Report • Annual Proposition 39 Financial and Performance Audits
December	<ul style="list-style-type: none"> • Organizational Meeting: Elect the President, Vice President and Secretary of the Board of Trustees; Board association and committee appointments. • Annual Board of Trustees Meeting Calendar for January-December • RCCD Report Card on the Strategic Plan • Annual District Academic Calendar • CCFS-311Q-Quarterly Financial Status Report for the Quarter Ended September 30 • RCCD Report Card on the Strategic Plan • Annual Independent Audit Report for the Riverside Community College District • Annual Independent Audit Report for the Riverside Community College District Foundation • Fall Scholarship Award to Student Trustee
January	<ul style="list-style-type: none"> • Accountability Reporting for Community Colleges • Grants Office Annual Winter Report • Governor’s Budget Proposal • Federal Legislative Update • Nonresident Tuition and Capital Outlay Surcharge Fees • Proposed Curricular Changes
February	<ul style="list-style-type: none"> • CCFS-311Q-Quarterly Financial Status Report for the Quarter Ended December 31 • Recommendation Not to Employ (March 15th Letters)
March	<ul style="list-style-type: none"> •
April	<ul style="list-style-type: none"> • Academic Rank – Full Professors • Authorization to Encumber Funds • Proposed Curricular Changes • Accountability Reporting for Community Colleges
May	<ul style="list-style-type: none"> • CCFS-311Q-Quarterly Financial Status Report for the Quarter Ended March 31 • Summer Workweek • College Closure – Holiday Schedule • Resolution to Recognize Classified School Employee Week • Board of Trustees Annual Self-Evaluation • Chancellor’s Evaluation
June	<ul style="list-style-type: none"> • Administration of Oath of Office to Student Trustee • Spring Scholarship Award to Student Trustee • Department Chairs and Stipends, Academic Year • Coordinator Assignments • Extra-Curricular Assignments • Notices of Employment–Tenured Faculty; Contract Faculty; and Categorically Funded • Academic Administrator Employment Contracts • Tentative Budget and Notice and Public Hearing on the Budget • Five-Year Capital Construction Plan, Initial Project Proposals and Final Project Proposals • Moreno Valley College Catalog • Norco College Catalog • Riverside City College Catalog • Board Self Evaluation – Reporting Out

A. Governance	B. Teaching and Learning	C. Planning and Operations	D. Resources	E. Facilities
Chancellor	Vice Chancellor, Academic Affairs	Chief of Staff	Vice Chancellor, Admin. & Finance; Vice Chancellor, Diversity and Human Resources	Associate Vice Chancellor, Facilities Planning, Design & Construction
<ul style="list-style-type: none"> ✓ Revised and New Board Policies – First Reading (Buysse/Adams) 	<div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <ul style="list-style-type: none"> ✓ Board report & backup materials attached for review by the Cabinet. ■ Board report and/or backup not yet complete – review pending. ★ Approved by the Cabinet for placement on the Board agenda. <p style="text-align: center; color: red; font-weight: bold; margin-top: 5px;">ALL FINAL REPORTS DUE TO THE CHANCELLOR'S OFFICE BY 10/30/12 & 11/13/12.</p> </div>		<ul style="list-style-type: none"> ■ FY 11-12 Prop 39 Audit – Measure C (Brown/Buysse) ✓ Contract award for District-wide ATM/Student ID Card Services with Wells Fargo Bank, N.A. (Buysse/Azari) ✓ Contract award for District-wide Beverage Services (Buysse/Azari) ✓ Contract award for District-wide Bookstore Services (Buysse/Azari) 	<ul style="list-style-type: none"> ■ Norco College Easement with the City of Norco (Parnell/Williams) - <i>Tentative</i> ■ Amendment 6 for Norco Secondary Effects with Hill Partnership, Inc. (Parnell/Williams) – <i>Tentative</i> ■ Amendment 1 for Norco College Facilities Master Plan Update w/ HMC Architects (Parnell/Williams) - <i>Tentative</i> ■ Coil School for the Arts/Dance Improvements (Azari/Williams) ■ Design Agreement with HMC Architects and Construction Management Agreement with TBD for RCC Student Services Building (Azari/Williams)



Agenda Item (V-A)

Meeting 10/16/2012 - Regular

Agenda Item Student Report (V-A)

Subject Student Report

College/District District

Information Only

Background Narrative:

Student Trustee Noemi Jubaer will be presenting the report about the recent and future student activities at Moreno Valley and Norco Colleges and the Riverside Community College District.

Prepared By: Chris Carlson, Chief of Staff

Attachments:

[Student Reports_101612](#)



Associated Students of Moreno Valley College

16130 Lasselle Street, Moreno Valley California 92551

Ph: (951) 571-6268 * Fax: (951) 571-6152

MORENO VALLEY COLLEGE REPORT

- For the month of October, Moreno Valley College is sponsoring various Cancer Awareness events educating our students, staff and Administrators about the effects of cancers and the different types of Cancer around us. The first week of October on Monday, October 1st, “pink ribbons” with inspirational quotes were delivered to staff, faculty and Administrators; on Tuesday, October 2, 2012, two (2) female guest speakers shared their personal stories of dealing with breast cancer; Wednesday, October 3rd, “pink sundaes” were served in the Lions’ Den and the movie “50/50” was shown and the week was concluded by “walking in pink” in support of Breast Cancer. A trial of “pink balloons” guided participants around the campus with each lap representing three fourths of a mile. At the end each lap walked the participants received a “pink prize”.
- On Tuesday, October 16, Moreno Valley is hosting our Annual Blood Drive from 9am-3pm in the Student Activities Center and in the John Coudures Plaza. This year 3-Blood Mobiles will be on campus due to the increase of blood donors.
- On Saturday, October 13th, Moreno Valley College Associated Students will be participating in the “Step Out to Stop Diabetes Walk” at Castle Park in Riverside.
- The weekend of October 19 – 21, 7-student government members along with our Advisor will be traveling to the Annual California Community College Student Affairs Association Fall Student Leadership Conference in Los Angeles, CA.
- Plans are underway for the annual Halloween Valley event scheduled for Friday, October 26, 4-6 pm. “Young” community members and their parents are invited to the college to experience “Superheroes”, and villains, food and fun.
- Preparation is underway for student to “Grease” up for Homecoming 2012. The college theme for this year’s event will allow students to earn scholarships’ while participating in a fun event.
- The Student Senate for California Community Colleges General Assembly will be held the weekend of November 2-4 in Rancho Las Palmas. 5- Student Leaders will be attending this event.
- At the last Student Senate meeting, 3 students were confirmed to be Senators bringing the total to 8. All of the Student Senators are members of various campus-wide shared governance committees.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'C. Williams', is written over the name 'CHARMAINE WILLIAMS'.

CHARMAINE WILLIAMS

President

Associated Students of Moreno Valley College

October 8, 2012

Student Activities Office, 16130 Lasselle Street, Moreno Valley, California, 92551

Ph: (951) 571-6105 Alt: (951) 571-6268 Fax: (951) 571-6152

asmvpres@rcc.edu ** asvpmv@rcc.edu

<http://www.mvc.edu/services/asmv> ** <http://www.facebook.com/ASMorenoValleyCollege>



The Associated Student of Norco College carried out a campus-wide blood drive with the Red Cross on September 27, 2012. During this event, the ASNC President Shaunna Winn attended an Award Ceremony which was held in Long Beach. At this event, Norco College was recognized for the Most Blood Donations (6 %) as a percentage of the student body within California.

ASNC also celebrated Hispanic Heritage Month, by placing pictures around campus that promoted prominent leaders such as Caesar Chavez. The Associated Students of Norco College also participated in the Step Out Riverside Diabetes Walk which took place on October 13 at Castle Park in Riverside. Norco College rose over \$1,000 for this great cause.

During the week of October 15, 2012 the Associated Student created an Informational Path Way called the "Highway to Responsibility Decisions 2012" which had information regarding Prop 30, Prop 32, Deferred Action, and The Dream Act. ASNC also presented a power point presentation regarding the Pros and Cons of Prop 30 in the upper CSS Lounge.

In regards to upcoming events, The Associated Students of Norco College will be participating in the 2012 CCCSAA (California Community College Student Affairs Association) Fall Student Leadership Conference from October 19, 2012 thru October 21, 2012 in Los Angeles.

ASNC is also preparing for our annual Harvest Festival by collecting donations from local business to help make this event a success. Clubs and Organizations on campus are also taking part in this event; by creating fun interactive booths for the public to enjoy.



Agenda Item (VI-A-1)

Meeting	10/16/2012 - Regular
Agenda Item	Consent Agenda Action (VI-A-1)
Subject	Academic Personnel
College/District	District
Funding	
Recommended Action	It is recommended that the Board of Trustees approve/ratify the academic personnel actions

Background Narrative:

Riverside Community College District, pursuant to Board Policies, routinely makes academic personnel appointments and takes actions. The attached list of academic personnel actions are for the Board's approval/ratification.

Prepared By: Melissa Kane, Vice Chancellor, Diversity and Human Resources

Attachments:

[20121016_Academic Personnel](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
DIVERSITY AND HUMAN RESOURCES

Subject: Academic Personnel

Date: October 16, 2012

1. Appointments

Board Policy 2200 authorizes the Chancellor (or designee) to make an offer of employment to a prospective employee, subject to final approval by the Board of Trustees.

The Chancellor recommends approval/ratification for the following appointment(s) and authorizes the Vice Chancellor, Diversity and Human Resources to sign the employment contracts:

- a. Management Contract
(None)
- b. Contract Faculty
(None)
- c. Long-Term, Temporary Faculty

<u>Name</u>	<u>Discipline</u>	<u>Date</u>	<u>Placement</u>
RIVERSIDE CITY COLLEGE VISITING ASSISTANT PROFESSOR			
Vargas, Vidal	Counseling	10/17/12	D-1

2. Extra-Curricular Assignments, Academic Year 2012-13

Additions submitted/approved by the Board of Trustees on June 19, 2012.

<u>Name</u>	<u>Activity</u>	<u>Effective</u>	<u>Stipend</u>
Cash, Christopher	Assistant Football Coach	12/13 Season	\$1,949
Lowden, Clara	Asst to Director, Athletics	12/13 Academic Year	\$5,574
Peterson, Alan	Assistant Football Coach	12/13 Season	\$1,949

3. Salary Placement Correction

At their meeting of September 18, 2012, the Board of Trustees approved the salary adjustment of the following faculty member.

It is recommended the Board of Trustees approve the corrected salary placement for the faculty member listed below, effective August 21, 2012.

<u>Name</u>	<u>From Column/Step</u>	<u>To Column/Step</u>
Moon, Deborah	E-1	F-2
Assistant Professor, Dental Hygiene		

Subject: Academic Personnel

Date: October 16, 2012

4. Salary Reclassifications

Board Policy 7160 establishes the procedures for professional growth and salary reclassification.

It is recommended the Board of Trustees grant a salary reclassification to the following faculty members effective November 1, 2012.

<u>Name</u>	<u>From Column</u>	<u>To Column</u>
Curtis, Antonio	F	G
Gibbons-Anderson, Joan	G	H
Reyes, Ernesto	C	D

5. Reorganization of Position Due to Significant Job Content Changes

In 2010, a reorganization was implemented that moved positions to the colleges and redefined administrative assignments. Since that time, Riverside Community College District has experienced organizational pressures as a result of two golden handshakes, a broad hiring freeze and, most recently, layoffs. All of these factors originated with state funding reductions and a structural budget deficit. Organizational shifts at the college and district levels over the past several months to improve efficiency for the colleges resulted in one academic management position being redefined from a classified management position for Norco College.

It is recommended the Board of Trustees approve the reorganization of this position, effective September 1, 2012.

<u>Name</u>	<u>Current Salary</u>	<u>Proposed Salary</u>
DeAsis, Mark Dean, Admissions and Records	Grade R, Step 3	Grade X, Step 1



Agenda Item (VI-A-2)

Meeting	10/16/2012 - Regular
Agenda Item	Consent Agenda Action (VI-A-2)
Subject	Classified Personnel
College/District	District
Funding	
Recommended Action	It is recommended that the Board of Trustees approve/ratify the classified personnel actions

Background Narrative:

Riverside Community College District, pursuant to Board Policies, routinely makes classified personnel appointments and takes actions. The attached list of classified personnel actions are for the Board's approval/ratification.

Prepared By: Melissa Kane, Vice Chancellor, Diversity and Human Resources

Attachments:

[20121016_Classified Personnel](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
DIVERSITY AND HUMAN RESOURCES

Subject: Classified Personnel

Date: October 16, 2012

1. Appointments

Board Policy 2200 authorizes the Chancellor (or designee) to make an offer of employment to a prospective employee, subject to final approval by the Board of Trustees. The Chancellor recommends the Board of Trustees approve/ratify the following appointments:

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
a. Management/Supervisory				
DISTRICT				
Lisa Deesing	Associate Vice Chancellor, Information Services	10/18/12	AB-5	Appointment
b. Management/Supervisory – Categorically Funded (None)				
c. Classified/Confidential				
DISTRICT				
Arispe, Rachelle	Executive Administrative Assistant (Confidential)	10/29/12	M-5	Promotion
MORENO VALLEY COLLEGE				
Gonzalez, Guadalupe	Medical Office Receptionist (Part-Time 47.5%)	10/22/12	F-1	Appointment
NORCO COLLEGE				
Bell, Susan	Food Service IV	10/01/12	I-4	Reinstatement
RIVERSIDE CITY COLLEGE				
Couture, Dorie	Theater Sound Specialist (Part-Time 48.75%)	10/15/12	I-LS-1	Reinstatement
Dabbs, Stacey	Accounting Services Clerk	10/17/12	K-1	Appointment
d. Classified/Confidential – Categorically Funded (None)				

Subject: Classified Personnel

Date: October 16, 2012

2. Request for Military Reserve Duty Leave

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

It is recommended the Board of Trustees ratify a request for military reserve duty for Anthony Puzzuto, Warehouse Supervisor, for the month of September 11, 12, 13 & 14, 2012 (a total 4 days). Mr. Puzzuto meets the college service requirements.

3. Request for Temporary Increase in Workload

It is recommended the Board of Trustees approve/ratify the temporary increase in workload for the following positions. These requests have the approval of the college Presidents.

<u>Name</u>	<u>Title</u>	<u>From/To Workload</u>	<u>Effective Dates</u>
Caitlin Busso	Institutional Research Specialist (Norco College)	50% to 75%	10/17/12-06/30/13
Etchison, Ashley	Employment Placement Coordinator (Norco College)	47.5% to 75%	10/17/12-06/30/13
James, Tenisha	Director, SSS Grant (Riverside City College)	75% to 100%	11/01/12-06/30/13
Jarrett, Adrienne	Cashier/Clerk (Riverside City College)	47.5% to 75%	10/01/12-10/31/12

4. Separation(s)

Board policy 7350 authorizes the Chancellor to officially accept the resignation of an employee and the Chancellor has accepted the following resignation(s).

It is recommended the Board of Trustees approve/ratify the resignation of the individual(s) listed below:

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Reason</u>
Abernathy, Charles	Clerk Typist	10/10/12	Non-Continuance of Probation Period



Agenda Item (VI-A-3)

Meeting	10/16/2012 - Regular
Agenda Item	Consent Agenda Action (VI-A-3)
Subject	Other Personnel
College/District	District
Funding	n/a
Recommended Action	It is recommend that the Board of Trustees approve/ratify the other personnel actions

Background Narrative:

Riverside Community College District Board of Trustees, pursuant to Board policies and education code requirements, routinely makes other personnel appointments such as hiring of non-classified substitute, short-term, professional expert, and student employees. The attached list of other personnel actions are for the Board's approval/ratification.

Prepared By: Melissa Kane, Vice Chancellor, Diversity and Human Resources

Attachments:

[20121016_Other Personnel](#)

[20121016_Other Personnel_Backup](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
DIVERSITY AND HUMAN RESOURCES

Subject: Other Personnel

Date: October 16, 2012

1. Substitute Assignments

Pursuant to Ed Code 88003, substitute assignments are made to allow the District time to recruit vacant positions or provide absence coverage. It is recommended that the Board of Trustees approve/confirm the substitute assignments as indicated on the attached list.

2. Short-term Positions

Pursuant to Ed Code 88003, a short-term employee is any person employed to perform a service for the District, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. It is recommended that the Board of Trustees approve/confirm the short-term positions as indicated on the attached list.

3. Full-Time Students Employed Part-Time and Part-Time Students Employed Part-Time on Work Study

Pursuant to Ed Code 88003, full-time students employed part-time and part-time students employed part-time on work study are hired on an hourly, as needed basis. It is recommended that the Board of Trustees approve/confirm the student worker positions as indicated on the attached list.

SUBSTITUTE ASSIGNMENTS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
DISTRICT (None)				
MORENO VALLEY COLLEGE (None)				
NORCO COLLEGE				
Lewis, Thomasine	Administrative Assistant II	Student Financial Svcs	10/01/12-12/01/12	\$18.51
RIVERSIDE CITY COLLEGE				
Ariza, Oscar	Warehouse Assistant	Warehouse	01/01/13-06/30/13	\$16.07
Scanlan, David	Sr. Toolroom Attendant	Facilities	10/17/12-06/30/13	\$18.51

SHORT-TERM POSITIONS

Backup Other Personnel

October 16, 2012

Page 1 of 1

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
DISTRICT				
Brambila, Jorge	Reserve Officer	Safety & Police	10/17/12-06/30/13	\$15.65
Kirchner, Rhiannon	Research Intern	Diversity, Equity & Compliance	09/15/12-01/15/13	\$14.22
Noltmann, Kelly	Interpreter I	Disabled Student Programs & Services	10/16/12-06/30/13	\$18.00
Waggoner, Jennifer	Registered Nurse III	Health Services	10/01/12-06/30/13	\$40.00
Wills, Heidi	Executive Assistant	Administration & Finance	10/01/12-10/31/12	\$33.00
MORENO VALLEY COLLEGE				
Buchfeller, Timothy	Role Player	Public Safety, Education & Training	08/22/12-06/30/13	\$8.00
Craner, Peter	Role Player	Public Safety, Education & Training	10/17/12-06/30/13	\$8.00
Reeves, Sue	Registered Nurse II	Health Services	10/17/12-06/30/13	\$37.00
Solem, Loann	Research Intern	Public Safety, Education & Training	09/24/12-03/31/13*	\$14.22
RIVERSIDE CITY COLLEGE				
Luna, Pamela	Community Liaison	Workforce Preparation	10/17/12-12/31/12	\$13.00
McArdle, Kelly	Grant Facilitator	Upward Bound	10/17/12-05/31/13	\$40.00
Melendrez, Cynthia	Tutor IV	Upward Bound	10/17/12-06/30/13	\$10.00
Melendrez, Ronald	Tutor IV	Upward Bound	10/17/12-06/30/13	\$10.00
Scarborough, Marques	Instructional Aide III	Athletics	09/14/12-12/31/12	\$9.00
Walters, Howard	SI Leader	Academic Support	10/17/12-06/30/13	\$12.00

* Correction to date(s)

FULL-TIME STUDENTS EMPLOYED PART-TIME AND
PART-TIME STUDENTS EMPLOYED PART-TIME ON WORK STUDY

DISTRICT FUNDS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
RIVERSIDE COMMUNITY COLLEGE DISTRICT				
Edwards, Maya	Student Aide II	Career & Tech Ed	09/07/12	\$ 9.00
Lewis, Michal	Student Aide II	Career & Tech Ed	09/07/12	\$ 9.00
Pineda, Priscilla	Student Aide II	Career & Tech Ed	09/07/12	\$ 9.00
MORENO VALLEY COLLEGE				
Elias, Karina	Student Aide I	Food Services	09/02/12	\$ 8.00
Holt, Dalia	Student Aide I	Food Services	08/22/12	\$ 8.00
Johnson, Frances	Student Aide I	Food Services	08/22/12	\$ 8.00
Ortiz, Selena	Student Aide I	Food Services	09/27/12	\$ 8.00
Rice, Daniel	Student Aide III	Computer Information Systems	10/05/12	\$ 10.50
NORCO COLLEGE				
Ambriz, Aurora	Student Aide II	TRIO Upward Bound / CNUSD Business, Engineering & Info Tech	09/11/12	\$ 9.00
Caudillo, Luis	Student Aide III	Info Tech	09/20/12	\$ 10.00
Garcia, Ricardo	Student Aide III	Title V	09/13/12	\$ 10.00
Gordon, Aaron	Student Aide II	Tutorial Services	09/20/12	\$ 9.00
Henry, Edward	Student Aide I	Food Services	09/20/12	\$ 8.00
Higley, Joy	Student Aide II	Tutorial Services	09/27/12	\$ 9.00
Kuryllo, Evan	Student Aide II	Tutorial Services	09/27/12	\$ 9.00
Mansoor, Ahmar	Student Aide III	Title V Business, Engineering & Info Tech/Game Lab	09/11/12	\$ 10.00
Marshall, Daniel	Student Aide III	Info Tech/Game Lab	09/11/12	\$ 10.50
McCabe, Matthew	Student Aide I	Business, Engineering & Info Tech/Game Lab	09/19/12	\$ 8.00
Phou, Emily	Student Aide III	Title V	09/11/12	\$ 10.50
Reed, Kurtis	Student Aide II	Tutorial Services	09/25/12	\$ 9.00
Shephard Jr., Andre	Student Aide I	EOPS Business, Engineering & Info Tech/Game Lab	09/17/12	\$ 8.00
Tait, Bradley	Student Aide III	Info Tech/Game Lab	09/12/12	\$ 10.00
Taylor, Bryson	Student Aide III	Business, Engineering & Info Tech/Game Lab	09/11/12	\$ 10.00
Throlson, Nicholas	Student Aide IV	Business, Engineering & Info Tech	09/19/12	\$ 11.00

FULL-TIME STUDENTS EMPLOYED PART-TIME AND
PART-TIME STUDENTS EMPLOYED PART-TIME ON WORK STUDY

Backup Other Personnel
October 16, 2012
Page 2 of 6

DISTRICT FUNDS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
RIVERSIDE CITY COLLEGE				
Acurio, Carola	Student Aide I	Tutorial Services	09/27/12	\$ 8.00
Adlou, Houman	Student Aide V	Academic Support	09/26/12	\$ 12.00
Arias, Reyleen	Student Aide I	Food Services	09/20/12	\$ 8.00
Birks, Tianti	Student Aide I	Performing Arts / Dance	09/20/12	\$ 8.00
Bonds Sr., Michael	Student Aide V	Academic Support	09/21/12	\$ 12.00
Brown, Laleaka	Student Aide I	Mathematics	09/12/12	\$ 8.00
Cabrera, Sid	Student Aide I	Performing Arts / Music	09/20/12	\$ 8.00
Carter, Lauren	Student Aide I	Kinesiology / Pool	09/12/12	\$ 8.00
Chasse, Sara	Student Aide I	Performing Arts / Music	09/21/12	\$ 8.00
DeCastro, Diana	Student Aide III	Counseling	07/01/12	*\$10.50
Diaz, Ignacio	Student Aide I	Tutorial Services	09/27/12	\$ 8.00
Elsner, Kyle	Student Aide IV	Mathematics	09/12/12	\$ 12.00
Farraj, Samer	Student Aide I	Tutorial Services	09/27/12	\$ 8.00
Fedler, Ashley	Student Aide I	Kinesiology / Pool	09/21/12	\$ 8.00
Fierro, Evelyn	Student Aide V	Academic Support	09/17/12	\$ 12.00
Florido, Gabriela	Student Aide IV	Mathematics	09/12/12	\$ 12.00
		Behavioral Science /		
Fnu, Jovita	Student Aide I	Admin of Justice	09/20/12	\$ 8.00
Fraker, Justin	Student Aide II	Applied Tech / FTV	09/13/12	\$ 10.00
Fuentes, Maria	Student Aide V	Academic Support	09/20/12	\$ 12.00
Ganlath, Akila	Student Aide V	Academic Support	09/12/12	\$ 12.00
		Performing Arts /		
Garcia, Sarah	Student Aide I	Theatre	09/17/12	\$ 8.00
Garrett, Heidi	Student Aide V	Academic Support	09/21/12	\$ 12.00
Gauthier, Patricia	Student Aide I	Kinesiology / Pool	09/13/12	\$ 8.00
Geurts, Megan	Student Aide I	Kinesiology / Pool	09/20/12	\$ 8.00
Gonzalez, Cinthya	Student Aide II	Puente Program	09/24/12	\$ 9.00
Halabi, Ronny	Student Aide I	Counseling	09/26/12	\$ 8.00
Han, Su	Student Aide I	International Student Ctr	09/27/12	\$ 8.00
Hopkins, Christopher	Student Aide III	Art Department	09/21/12	\$ 10.00
Kepke, Kimberly	Student Aide II	Upward Bound	09/13/12	\$ 10.00
Leal, Michaiiah	Student Aide IV	Mathematics	09/12/12	\$ 12.00
Leapman, Jessica	Student Aide V	Academic Support	09/18/12	\$ 12.00
Lennon, Jamie	Student Aide I	Facilities	08/31/12	\$ 9.00
		Performing Arts /		
Lopez, Andrew	Student Aide I	Theatre	09/20/12	\$ 8.00
		Disabled Student		
Lyder, Nadine	Student Aide I	Programs and Services	07/16/12	\$ 9.00
Mahbub, Mehnaz	Student Aide V	Academic Support	09/26/12	\$ 12.00

*REVISED

FULL-TIME STUDENTS EMPLOYED PART-TIME AND
PART-TIME STUDENTS EMPLOYED PART-TIME ON WORK STUDY

Backup Other Personnel
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DISTRICT FUNDS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
RIVERSIDE CITY COLLEGE (Continued)				
Manzo, Oscar	Student Aide I	Tutorial Services	09/27/12	\$ 8.00
Mckinney, Kevon	Student Aide I	Performing Arts / Music	09/26/12	\$ 8.00
McNett, April	Student Aide V	Academic Support	09/12/12	\$ 12.00
Mendoza Bautista, Hemerson	Student Aide I	Tutorial Services	09/27/12	\$ 8.00
Miller, Justine	Student Aide I	Career & Tech Ed	09/26/12	\$ 8.00
Montilla, Glory Mae	Student Aide II	Assessment Center	09/20/12	\$ 9.00
Morales, Priscilla	Student Aide II	Assessment Center	09/20/12	\$ 9.00
Morgan, Perry	Student Aide I	Tutorial Services	09/27/12	\$ 8.00
Navarro, Jordan	Student Aide II	Applied Tech / FTV	09/20/12	\$ 10.00
Nguyen, Michael	Student Aide V	Academic Support	09/18/12	\$ 12.00
Ochoa, Catherine	Student Aide I	Food Services	09/27/12	\$ 8.00
Ornelas, Nicholas	Student Aide I	Performing Arts / Music	09/21/12	\$ 8.00
Ortega, Robert	Student Aide I	Food Services	09/27/12	\$ 8.00
Pantoja, Mario	Student Aide I	Performing Arts / Music	09/20/12	\$ 8.00
Pate, Riley	Student Aide I	Performing Arts / Music	09/19/12	\$ 8.00
Patrick, April	Student Aide I	Performing Arts / Music	09/21/12	\$ 8.00
Quiroz, Jose	Student Aide I	Counseling	*07/03/12	\$ 8.50
Rahimi, Mahdad	Student Aide I	International Student Ctr	09/27/12	\$ 8.00
Richardson, Timothy	Student Aide I	Tutorial Services	09/21/12	\$ 8.50
Roberson-Smith, Sucoya	Student Aide I	Early Childhood Studies	09/27/12	\$ 8.00
Robinson, Jordyn	Student Aide I	Food Services	09/20/12	\$ 8.00
Sandoval, Alec	Student Aide V	Academic Support	09/17/12	\$ 12.00
Scheibeler, Tara	Student Aide I	Kinesiology / Pool	09/20/12	\$ 8.00
Seager, David	Student Aide I	Facilities	09/17/12	\$ 8.00
Segura Romero, Georgina	Student Aide I	Tutorial Services	09/27/12	\$ 8.00
Singh, Jasmeet	Student Aide I	Tutorial Services	09/12/12	\$ 9.00
Stankiewicz, Kyle	Student Aide I	Tutorial Services	09/12/12	\$ 8.75
Tabula, Marc	Student Aide I	Performing Arts / Music	09/21/12	\$ 8.00
Tavares, Joseph	Student Aide I	Theatre	09/27/12	\$ 12.00
Valfre, Allyson	Student Aide I	Honors Program	09/12/12	\$ 8.00
Vo, Hieu	Student Aide IV	Mathematics	09/12/12	\$ 12.00
Youngerman, Geoffrey	Student Aide I	Performing Arts / Theatre	09/17/12	\$ 8.00

*REVISED

FULL-TIME STUDENTS EMPLOYED PART-TIME AND
PART-TIME STUDENTS EMPLOYED PART-TIME ON WORK STUDY

CATEGORICAL FUNDS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
COMMUNITY SERVICE PROGRAM				
Gonzales, Arianna	Student Aide I	YWCA - RIV	09/11/12	\$ 8.75
Iglesis, Maria	Student Aide I	ECE - MV	10/04/12	\$ 9.00
Mendoza, Erica	Student Aide V	ECE - MV	07/02/12	\$ 13.75
Williams, Dawn	Student Aide III	Riv Transit Agency- NOR	10/02/12	\$ 10.00
MORENO VALLEY COLLEGE				
Cubbage, Theodore	Student Aide II	Student Activities	09/20/12	\$ 9.50
Granado, Carmen	Student Aide I	Assessment	08/09/12	\$ 8.00
Johnson, Tahndanya	Student Aide II	Student Activities	10/05/12	\$ 9.50
Miller, Delia	Student Aide II	Dental Hygiene	09/21/12	\$ 11.00
Ramirez, Christian	Student Aide I	Counseling	08/09/12	\$ 8.00
Russo, Chatherine	Student Aide II	Student Activities	09/19/12	\$ 9.50
Stanfield, Carmen	Student Aide I	Assessment	10/05/12	\$ 8.25
NORCO COLLEGE				
Bagnol, Camille	Student Aide II	Tutorial Services	09/07/12	\$ 9.00
Capellan, Emely	Student Aide I	Student Activities	09/11/12	\$ 8.00
Chavez, Andrea	Student Aide I	Disability Resource Center	09/19/12	\$ 8.00
Chu, Peter	Student Aide III	Tutorial Services	09/07/12	\$ 10.00
Coker, Mila	Student Aide I	Disability Resource Center	09/19/12	\$ 8.00
Dominguez, Sayana	Student Aide I	Disability Resource Center	09/19/12	\$ 8.00
Earley, Tiffany	Student Aide I	Admissions & Records	09/19/12	\$ 8.00
Faraj, Xavier	Student Aide II	Tutorial Services	09/17/12	\$ 9.00
Flud, Joseph	Student Aide I	Disability Resource Center	09/25/12	\$ 8.00
Gump, Brianna	Student Aide I	Disability Resource Center	09/17/12	\$ 8.00
Henry, Mary	Student Aide II	Tutorial Services	09/20/12	\$ 9.00
Khan, Vahida	Student Aide I	Library	09/19/12	\$ 8.00
Lopez, Elizabeth	Student Aide I	Library	09/07/12	\$ 8.00
Luker, Katherine	Student Aide II	Tutorial Services	09/27/12	\$ 9.00
Majzoub, Nader	Student Aide II	Tutorial Services	09/10/12	\$ 9.00
Navarro, Ernesto	Student Aide III	Tutorial Services	09/07/12	\$ 10.00
Newman, Chase	Student Aide II	Tutorial Services	09/06/12	\$ 9.00

*REVISED

FULL-TIME STUDENTS EMPLOYED PART-TIME AND
PART-TIME STUDENTS EMPLOYED PART-TIME ON WORK STUDY

CATEGORICAL FUNDS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
NORCO COLLEGE (Continued)				
Nunez, Cecilia	Student Aide II	Tutorial Services Learning Resource Center	09/07/12	\$ 9.25
Parobok, Andrew	Student Aide I	Veterans Services	09/06/12	\$ 8.00
Prado, Denise	Student Aide I	Student Financial Services	09/12/12	\$ 8.00
Rosada, Jennifer	Student Aide I	Arts, Humanities & World Languages	09/06/12	\$ 8.00
Saunders, Destiny	Student Aide III	Tutorial Services	09/07/12	\$ 10.00
Soto, Stalin	Student Aide II	Art Gallery	09/07/12	\$ 9.00
Swartz, Andrew	Student Aide II	Assessment Center	09/19/12	\$ 9.00
Terrell, Brishay	Student Aide II	Student Activities	09/06/12	\$ 9.00
Thai, Charles	Student Aide I	TRIO Upward Bound- CNUSD	09/27/12	\$ 8.00
Valdez, Julian	Student Aide III	Student Financial Services	09/06/12	\$ 10.00
Vergara, Jennifer	Student Aide I	Admissions & Records	09/06/12	\$ 8.50
Wade, Danielle	Student Aide I		09/19/12	\$ 8.00
RIVERSIDE CITY COLLEGE				
Aguirre, Diego	Student Aide II	Kinesiology / Men's Track	09/13/12	\$ 9.00
Avent, James	Student Aide I	Kinesiology / Women's Track	09/13/12	\$ 8.00
Barajas, Marleene	Student Aide I	Academic Support	09/27/12	\$ 8.00
Campos, Veronica	Student Aide I	Culinary Academy	09/13/12	\$ 8.00
Clark, Amanda	Student Aide I	Outreach	09/13/12	\$ 8.00
Fusi, Daniel	Student Aide I	Kinesiology / Football	09/13/12	\$ 8.00
Garcia, Brianna	Student Aide I	Kinesiology / Women's Basketball	10/01/12	\$ 8.00
Garcia, Clarisa	Student Aide I	Culinary Academy	09/12/12	\$ 8.00
Gilliam IV, John	Student Aide I	Kinesiology / Men's Basketball	09/12/12	\$ 8.00
Groves, Sarah	Student Aide I	Culinary Academy	09/12/12	\$ 8.00
Justo Roman, Thalia	Student Aide I	Procurement Assist. Ctr.	09/18/12	\$ 8.50
McCain, Alonzo	Student Aide I	Men's Basketball	10/01/12	\$ 8.00
Pio, Kristen	Student Aide II	Assessment Center	09/27/12	\$ 9.00
Poland, Kashiem	Student Aide I	Kinesiology / Football	09/11/12	\$ 8.00

*REVISED

FULL-TIME STUDENTS EMPLOYED PART-TIME AND
PART-TIME STUDENTS EMPLOYED PART-TIME ON WORK STUDY

Backup Other Personnel
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CATEGORICAL FUNDS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
RIVERSIDE CITY COLLEGE (Continued)				
Powers, Diana	Student Aide I	Diversity and Huan Resources Kinesiology /	09/11/12	\$ 8.50
Rounds, Anthony	Student Aide I	Men's Basketball	09/11/12	\$ 8.00
Sandoval, Mathew	Student Aide I	Kinesiology / Football	09/27/12	\$ 8.00
Schmidt, Austin	Student Aide I	Outreach	09/11/12	\$ 8.00
Taranto, Anthony	Student Aide II	Performance Riverside	09/12/12	\$ 9.50
Taua, Frazer	Student Aide I	Kinesiology / Football Kinesiology /	09/28/12	\$ 8.00
Taylor, Isaiah	Student Aide I	Men's Basketball Kinesiology / Men's	09/17/12	\$ 8.00
Tu, Andy	Student Aide II	Track Kinesiology /	09/13/12	\$ 9.00
Ward, Hannah	Student Aide I	Women's Track	09/13/12	\$ 8.00
Whiteman, Jennifer	Student Aide III	President's Office	08/28/12	\$ 10.00



Agenda Item (VI-B-1)

Meeting	10/16/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-1)
Subject	Purchase Order and Warrant Report - All District Resources
College/District	District
Funding	Various Resources
Recommended Action	It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling \$2,940,171 and District Warrant Claims totaling \$5,514,068.

Background Narrative:

The attached Purchase Order and Warrant Report - All District Resources is submitted to comply with Education Code Sections 81656 and 85231. The Purchase Orders and Purchase Order Additions, totaling \$2,940,171 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 198418-199634) totaling \$5,514,068 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 its claim audit process.

Prepared By: Jim Buysse, Vice Chancellor, Administration & Finance
Majd Askar, Purchasing Manager

Attachments:

[Purchase Order and Warrant Report \(September 2012\) - October 16, 2012](#)

Report of Purchases-All District Resources
 Purchases Over \$81,000
 9/01/12 thru 9/30/12

PO#	Department	Vendor	Description	Amount
B0010843	EOP&S - Norco	Barnes & Noble College Booksellers, LLC	Book Vouchers	\$ 100,000
B0010880	EOP&S - Moreno Valley	Barnes & Noble College Booksellers, LLC	Book Vouchers	85,000
C0003980	Information Services	Xap Corporation	Computer Software Maint/Lic	181,439
C0003986	Open Campus	Foundation for California Community Colleges	Fees	169,977
C0003994	Workforce Preparation	City of Riverside	Grant / Contract Sub Agreements	100,000
C0004009	President - Norco Campus	Ramona Munsell & Associates	Consultants	211,110
<u>Additions to Approved/Ratify Purchase Orders of \$81,000 and Over</u>				
B0010352	Human Resources & Diversity	International Assurance of TN, Inc.	Claims Expense	254,403
C0003438	Workforce Preparation	Riverside Unified School District	Grant / Contract Sub Agreements	278,455
C0003446	President - Norco Campus	Ramona Munsell & Associates	Consultants	144,067
C0003570	Information Services	Computerland of Silicon Valley	Computer Software Maint/Lic	166,713
C0003754	Workforce Preparation	Riverside Unified School District	Grant / Contract Sub Agreements	94,243
			Total	<u>\$ 1,785,407</u>
<u>All Purchase Orders, Contracts, and Additions for the Period 9/01/12 - 9/30/12</u>				
			Contracts- C3979 - C4014	\$ 504,558
			Contract Additions- C2936 - C3950	
			Purchase Orders- P34686 - P35048	520,542
			Purchase Order Additions- P33794- P34684	
			Blanket Purchase Orders- B10795 - B10906	129,664
			Blanket Purchase Order Additions- B9972 - B10658	
			Total	<u>\$ 1,154,764</u>
			Grand Total	<u><u>\$ 2,940,171</u></u>



Agenda Item (VI-B-2-a)

Meeting	10/16/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-2-a)
Subject	Budget Adjustments
College/District	District
Funding	Various Resources
Recommended Action	It is recommended that the Board of Trustees approve the budget transfers as presented.

Background Narrative:

The 2012-13 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 budget transfers between major object code expenditure classifications within the approved budget to allow for needed purchases of supplies, services, equipment and hiring of personnel. Unless otherwise noted, the transfers are within the unrestricted General Fund (Fund 11, Resource 1000).

Prepared By: Jim Buysse, Vice Chancellor, Administration & Finance
Aaron Brown, Associate Vice Chancellor, Finance

Attachments:

[Budget Adjustments - October 16, 2012](#)

Budget Adjustments
 October 16, 2012

<u>Program</u>	<u>Account</u>	<u>Amount</u>
<u>Riverside</u>		
R1. Transfer to purchase computer equipment.		
From: Auxiliary Business Services	Other Services	\$ 782
To: Auxiliary Business Services	Equipment	\$ 782
R2. Transfer to provide for student help.		
From: Performing Arts - Theatre	Professional Services	\$ 3,115
	Copying and Printing	2,000
To: Performing Arts, Theatre	Student Help - Instructional	\$ 5,000
	Employee Benefits	115
R3. Transfer to reallocate the Basic Skills/ESL 2011/2012 grant budget. (Fund 12, Resource 1190)		
From: Basic Skills/ESL 2011/2012	Supplies	\$ 12,000
	Other Services	2,011
To: Basic Skills/ESL 2011/2012	Instructional Aides, Hourly	\$ 6,576
	Student Help, Instructional	7,008
	Employee Benefits	427
R4. Transfer to provide for student help and instructional aides. (Fund 12, Resource 1190)		
From: Basic Skills/ESL 2012/2013	Other Services	\$ 17,725
To: Basic Skills/ESL 2012/2013	Student Help - Instructional	\$ 13,836
	Instructional Aides, Hourly	3,504
	Employee Benefits	385

Budget Adjustments
 October 16, 2012

<u>Program</u>	<u>Account</u>	<u>Amount</u>
R5. Transfer to purchase stools, cabinets, and a computer.		
From: Career & Technical Education	Administrative Contingency	\$ 3,298
To: Applied Tech	Instructional Supplies	\$ 950
	Equipment	1,485
Cosmetology	Equipment	863
R6. Transfer to purchase computers, establish a technology replacement account and provide for special projects.		
From: President	Administrative Contingency	\$ 24,570
To: VP, Business Services – Unallocated	Equipment	\$ 10,000
Academic Affairs – Accreditation	Academic Special Project	2,000
	Employee Benefits	262
VP, Business	Academic Special Project	6,698
Student Services	Classified Special Project	2,000
	Employee Benefits	449
Learning Resource Center	Equipment	2,131
Athletics	Equipment	1,030
R7. Transfer to purchase skulls for Anthropology.		
From: Behavioral Sciences	Instructional Supplies	\$ 870
To: Behavioral Sciences	Equipment	\$ 870
R8. Transfer to purchase an ice machine.		
From: Life Sciences - Biology	Transportation	\$ 440
	Software	3,588
	Repairs	500
To: Life Sciences - Biology	Equipment	\$ 4,528

Budget Adjustments
 October 16, 2012

<u>Program</u>	<u>Account</u>	<u>Amount</u>
R9. Transfer to purchase a computer and provide for copying and printing. (Fund 12, Resource 1190)		
From: Student Financial Services	Other Services	\$ 1,552
To: Student Financial Services	Equipment Copying and Printing	\$ 1,052 500
R10. Transfer to provide for student help. (Fund 12, Resource 1190)		
From: EOPS CARE	Educational Supplies	\$ 2,046
To: EOPS CARE	Student Help – Non-Instr Employee Benefits	\$ 2,000 46
R11. Transfer to purchase supplies.		
From: VP, Business Services	Administrative Contingency	\$ 856
To: Career & Technical Education	Supplies	\$ 856
R12. Transfer to reallocate the CalWORKs grant budget. (Fund 12, Resource 1190)		
From: CalWORKs	Supplies	\$ 175
To: CalWORKs	Other Services	\$ 175
R13. Transfer to purchase a storage cabinet and whiteboard.		
From: Physical Education	Instructional Supplies Other Services	\$ 616 375
To: Physical Education	Equipment	\$ 991

Budget Adjustments
 October 16, 2012

<u>Program</u>	<u>Account</u>	<u>Amount</u>
R14. Transfer to provide for an on-line subscription and to purchase instructional supplies, printer, and studio lighting kit.		
From: Other Communications	Repairs	\$ 485
Applied Photography	Comp Software Main/Lic	2,154
To: Other Communications	On-Line Subscription	\$ 12
	Instructional Supplies	110
Automotive Technology	Equipment	363
Applied Photography	Equipment	2,154
R15. Transfer to provide for copier maintenance and to purchase a Doppler machine.		
From: Nursing	Instructional Supplies	\$ 2,067
To: Nursing	Repairs	\$ 1,640
	Equipment	427
R16. Transfer to purchase instructional supplies, printer, drag mat, and alarm system.		
From: Student Services	Administrative Contingency	\$ 5,340
To: Athletics	Instructional Supplies	\$ 585
	Equipment	219
Student Services	Equipment	261
Admissions & Records	Equipment	4,275
R17. Transfer to purchase supplies. (Fund 12, Resource 1190)		
From: Student Mental Health Program	Equipment	\$ 2,361
To: Student Mental Health Program	Supplies	\$ 2,361

Budget Adjustments
 October 16, 2012

<u>Program</u>	<u>Account</u>	<u>Amount</u>
<u>Norco</u>		
N1. Transfer to provide for memberships.		
From: Academic Senate	Supplies	\$ 42
To: Academic Senate	Memberships	\$ 42
N2. Transfer to purchase soccer field equipment.		
From: Business Services	Supplies	\$ 8,000
To: Business Services	Equipment	\$ 8,000
N3. Transfer to provide for installation of wayfinding banners.		
From: Facilities	Equipment	\$ 3,500
To: Facilities	Other Services	\$ 3,500
N4. Transfer to provide for conferences and academic special projects.		
From: VP, Academic Affairs	Instructional Supplies	\$ 6,705
To: VP, Academic Affairs	Conferences	\$ 3,311
	Academic Special Project	3,000
	Employee Benefits	394
N5. Transfer to provide for repairs and purchase of P/A speakers and computer equipment.		
From: Instructional Media Center	Student Help – Non Instr.	\$ 2,768
To: Instructional Media Center	Repairs	\$ 1,102
	Equipment	1,666

Budget Adjustments
 October 16, 2012

<u>Program</u>	<u>Account</u>	<u>Amount</u>
N6. Transfer to provide for professional services and camera equipment purchases.		
From: Arts, Humanities & World Lang.	Instructional Supplies	\$ 946
	Copying and Printing	8
To: Arts, Humanities & World Lang.	Professional Services	\$ 23
	Equipment	931
N7. Transfer to provide for grant consulting services.		
From: Business, Engineering & Info Svcs.	Instr Salaries, Reg FT	\$ 76,516
To: President	Consultants	\$ 76,516
N8. Transfer to provide for supplies and student help.		
From: Vice President Student Services	Administrative Contingency	\$ 6,500
To: Vice President Student Services	Supplies	\$ 5,000
	Student Help – Non-Instr	1,500
N9. Transfer to provide for memberships.		
From: Admissions and Records	Supplies	\$ 200
To: Admissions and Records	Memberships	\$ 200
N10. Transfer to provide for conferences.		
From: Student Services	Supplies	\$ 55
To: Student Services	Conferences	\$ 55

Budget Adjustments
 October 16, 2012

<u>Program</u>	<u>Account</u>	<u>Amount</u>
N11. Transfer to provide for student help and supplies.		
From: Outreach	Cellular Telephone	\$ 650
To: Outreach	Student Help – Non-Instr Supplies	\$ 350 300
N12. Transfer to provide for conferences. (Fund 12, Resource 1190)		
From: Basic Skills	Copying and Printing Supplies	\$ 500 3,500
To: Basic Skills	Conferences	\$ 4,000
<u>Moreno Valley</u>		
M1. Transfer to replace a security door.		
From: Facilities	Repairs	\$ 3,220
To: Facilities	Fixtures & Fixed Equipment	\$ 3,220
M2. Transfer to purchase a printer and provide for a membership fee.		
From: Health, Human & Public Services	Instructional Supplies	\$ 389
To: Health, Human & Public Services	Equipment Memberships	\$ 349 40
M3. Transfer to provide for an academic special project and instructional supplies.		
From: Health Science Programs	Short-Term Temporary Employee Benefits	\$ 1,375 52
To: Health, Human & Public Services Health Science Programs	Instructional Supplies Academic Special Project	\$ 1,134 293

Budget Adjustments
 October 16, 2012

<u>Program</u>	<u>Account</u>	<u>Amount</u>
M4. Transfer to provide for instructional aides. (Fund 12, Resource 1190)		
From: FIPSE Public Safety Ed & Training	Academic Special Project	\$ 4,096
To: FIPSE Public Safety Ed & Training	Instructional Aides, Hourly	\$ 4,096
M5. Transfer to provide for an academic special project.		
From: Dean of Instruction	Travel Expenses	\$ 3,250
To: Dean of Instruction	Academic Special Project	\$ 2,873
	Employee Benefits	377
M6. Transfer to provide for a copy machine lease.		
From: Dean of Instruction	Supplies	\$ 4,000
Communications	Instructional Supplies	1,500
Humanities and Social Sciences	Instructional Supplies	1,500
Business & Computer Info Systems	Instructional Supplies	1,500
To: Communications Center	Rents and Leases	\$ 8,500
M7. Transfer to provide for repairs and a privacy panel. (Fund 12, Resource 1190)		
From: Matriculation	Supplies	\$ 556
To: Matriculation	Repairs	\$ 221
	Equipment	335
M8. Transfer to purchase modular furniture. (Fund 12, Resource 1190)		
From: DSP&S	Other Services	\$ 1,853
To: DSP&S	Equipment	\$ 1,853

Budget Adjustments
 October 16, 2012

<u>Program</u>	<u>Account</u>	<u>Amount</u>
<u>District Office and District Support Services</u>		
D1. Transfer to purchase supplies and other transportation supplies.		
From: District Safety & Police	Consultants	\$ 5,292
To: Riverside Safety & Police	Supplies	\$ 2,198
	Other Transportation Supplies	3,094
D2. Transfer to provide for a classified special project. (Fund 12, Resource 1190)		
From: Diversity, Equity & Compliance	Academic Special Project	\$ 7,000
To: Diversity, Equity & Compliance	Classified Special Project	\$ 7,000
D3. Transfer to provide for short-term temporary help.		
From: Finance	Professional Services	\$ 730
To: Finance	Short-Term Temporary	\$ 600
	Employee Benefits	130
D4. Transfer to provide for subscriptions, copying and printing.		
From: FPD&C	Consultants	\$ 2,271
To: FPD&C	Copying and Printing	\$ 2,202
	Periodicals/Magazines	69
D5. Transfer to reallocate the Accounting Services budget.		
From: Accounting Services	Supplies	\$ 1,214
To: Accounting Services	Professional Services	\$ 41
	Cellular Telephone	129
	Repairs	161
	Comp Software Maint/Lic	457
	Other Services	426

Budget Adjustments
October 16, 2012

<u>Program</u>	<u>Account</u>	<u>Amount</u>
D6. Transfer to provide for conferences.		
From: Associate VC, Instruction	Copying and Printing	\$ 850
To: Associate VC, Instruction	Conferences	\$ 850
D7. Transfer to provide for repairs.		
From: Information Services	Repair Parts	\$ 10,000
To: Information Services	Repairs	\$ 10,000
D8. Transfer to provide for training services. (Fund 12, Resource 1190)		
From: ARRA – So Cal Logistics	Copying and Printing	\$ 175
	Office Supplies	1,537
To: ARRA – So Cal Logistics	Other Services	\$ 1,712



Agenda Item (VI-B-3-a)

Meeting	10/16/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-3-a)
Subject	Resolution No. 06-12/13 Southern California Edison Easement Norco College
College/District	Norco
Funding	Fund 11, Resource 1000
Recommended Action	It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$4,900 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Background Narrative:

The Riverside Community College District has received additional funding from Southern California Edison in the amount of \$4,900 for an easement on the Norco College campus. The funds will be used for operational expenses.

Prepared By: Jim Buysse, Vice Chancellor, Administration & Finance
Aaron Brown, Associate Vice Chancellor, Finance

Attachments:

[Resolution No. 06-12/13 Southern California Edison Easement Norco College](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 06-12/13

Southern California Edison Easement Norco College

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$4,900 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 October 16, 2012.

Clerk or Authorized Agent

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 INCOME & EXPENDITURES - BUDGET AMENDMENT
 Resolution No. 06-12/13
 Southern California Edison Easement Norco College**

Year	County	District	Date	Fund
13	33	07	10/16/2012	11

Fund	School	Resource	PY	Goal	Func	Object	Amount		Object Code Description
11	E00	1000	0	0000	0000	8890	4,900	00	REVENUE
									EXPENDITURES
11	EDB	1000	0	6729	0000	5899	4,900	00	Administrative Contingency
							4,900	00	TOTAL INCOME
							4,900	00	TOTAL EXPENDITURES



Agenda Item (VI-B-5-a)

Meeting	10/16/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-5-a)
Subject	Purchase Office, Classroom, Health, Athletic, Technology and Furniture Supplies from OfficeMax, Utilizing the Oakland Unified School District Contract No. 08-09/06 through June 30, 2013
College/District	District
Funding	Various Resources
Recommended Action	It is recommended that the Board of Trustees approve the purchase of office, classroom, health, athletic, technology and furniture supplies from OfficeMax, utilizing the Oakland Unified School District Contract No. 08-09/06 through June 30, 2013.

Background Narrative:

On November 17, 2009, the Riverside Community College District Board of Trustees approved utilizing Oakland Unified School District Contract No. 08-09/06 with OfficeMax., to provide office, classroom, health, athletic, technology and furniture supplies. Oakland Unified School District and OfficeMax mutually agreed to amend the contract to extend the term through June 30, 2013.

Staff recommends use of the extended Oakland Unified School District contract, as needed throughout the District, with OfficeMax as one of the sources for providing office, classroom, health, athletic, technology and furniture supplies. District staff has reviewed available cooperative purchasing agreements and other formal purchasing options and found that this contract best meets the needs of the District.

Prepared By: Jim Buysse, Vice Chancellor, Administration & Finance
Majd Askar, Purchasing Manager

Attachments:



Agenda Item (VI-B-5-b)

Meeting	10/16/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-5-b)
Subject	Bid Awards for the ADA Transition Plan Implementation Project - Phase 1 Barrier Removal for Moreno Valley and Norco Colleges – Trade Categories 1-6
College/District	District
Funding	Measure C
Recommended Action	It is recommended that the Board of Trustees award the ADA Transition Plan Implementation Project - Phase 1 Barrier Removal for Moreno Valley and Norco Colleges – Trade Categories 1-6, for the total bid amount of \$1,277,000 to the contractors listed on the attached and authorize the Vice Chancellor, Administration and Finance to sign the associated agreements.

Background Narrative:

On September 25, 2012, the District received bids in response to an Invitation for Bid solicitation for the ADA Transition Plan Implementation Project - Phase 1 Barrier Removal for Moreno Valley and Norco Colleges. See the attached Lowest Responsive and Responsible Bidder list summary and the related detailed list of Bid results.

References for all listed contractors were checked by District staff and found to be satisfactory.

Prepared By: Jim Buysse, Vice Chancellor, Administration & Finance
Calvin Belcher, Project Manager
Majd Askar, Purchasing Manager

Attachments:

[Lowest Responsive and Responsible Bidders - ADA Transition Plan Implementation Project - October 16, 2012](#)
[Bid Results - ADA Transition Plan Implementation Project - October 16, 2012](#)

Lowest Responsive and Responsible Bidders
ADA Transition Plan Implementation Project - Phase 1 Barrier Removal for
Moreno Valley and Norco Colleges – Trade Categories 1-6

<u>Trade Category</u>	<u>Company Name</u>	<u>Business Location</u>	<u>Total Bid Amount</u>
01 – General Construction	Inland Building Construction Co., Inc.	San Bernardino	\$399,900
02 - Building & Site Concrete	JBH Structural Concrete, Inc.	Murrieta	232,000
03 - Miscellaneous	Inland Building Construction Co., Inc.	San Bernardino	276,100
04 - Plumbing	Pro-Craft Construction, Inc.	Redlands	160,000
06 - Electrical	Daniel's Electrical Construction Co., Inc.	Orange	<u>209,000</u>
		Total	<u>\$1,277,000</u>



Bid Results
 ADA Transition Plan Implementation Project - Phase 1 Barrier Removal for Moreno Valley & Norco Colleges
 Bid Opening: September 25, 2012 at 2:00 pm

Bid No. 2012/13-11 - Trade Category #01 - General Construction		
Prime Contractor	City	Base Bid
Inland Building Construction Companies	San Bernardino	\$ 399,900
JRH Construction Companies	Anaheim	\$ 422,557
Bid No. 2012/13-12 - Trade Category #02 - Building & Site Concrete		
Prime Contractor	City	Base Bid
JBH Structural Concrete	Murrieta	\$ 232,000
Inland Building Construction Companies	San Bernardino	\$ 297,600
Ted Enterprises Inc.	San Clemente	\$ 306,595
Bid No. 2012/13-13 - Trade Category #03 - Miscellaneous		
Prime Contractor	City	Base Bid
Inland Building Construction Companies	San Bernardino	\$ 276,100
JRH Construction Companies	Anaheim	\$ 421,417
Bid No. 2012/13-14 - Trade Category #04 - Plumbing		
Prime Contractor	City	Base Bid
Pro-Craft Plumbing	Redlands	\$ 160,000
Verne's Plumbing	Buena Park	\$ 241,840
Bid No. 2012/13-16 - Trade Category #06 - Electrical		
Prime Contractor	City	Base Bid
Daniels Electric Construction Co., Inc.	Fontana	\$ 209,000
WB Walton Electric Inc.	Beaumont	\$ 444,200



Agenda Item (VI-B-5-c)

Meeting	10/16/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-5-c)
Subject	Purchase Information Technology Equipment Software and Services from NEC Corporation of America, Inc., Utilizing U.S. General Services Administration (GSA) Contract No. GS-35F-0511T through June 26, 2017
College/District	District
Funding	Various Resources
Recommended Action	It is recommended that the Board of Trustees approve the purchase of information technology equipment software and services from NEC Corporation of America, Inc., utilizing GSA Contract Number GS-35F-0511T through June 26, 2017.

Background Narrative:

On March 15, 2011, the Riverside Community College District Board of Trustees approved utilizing U.S. General Services Administration (GSA) Contract No. GS-35F-0511T with NEC Corporation of America, Inc., to provide information technology equipment software and services. The U.S. General Services Administration and NEC Corporation of America, Inc. mutually agreed to amend the contract to extend the term through June 26, 2017.

Staff recommends use of the extended GSA contract, as needed throughout the District, with NEC Corporation of America, Inc., as one of the sources for providing information technology equipment software and services. District staff has reviewed available cooperative purchasing agreements and other formal purchasing options and found that this contract best meets the needs of the District.

Prepared By: Jim Buysse, Vice Chancellor, Administration & Finance
Majd Askar, Purchasing Manager

Attachments:



Agenda Item (VI-B-6-a)

Meeting	10/16/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-a)
Subject	Contracts and Agreements Report Less than \$81,000 - All District Resources
College/District	District
Funding	Various Resources
Recommended Action	It is recommended that the Board of Trustees ratify contracts totaling \$504,558.

Background Narrative:

On September 11, 2007, the Board of Trustees authorized delegating authority to the Chancellor to enter into contractual agreements and the expenditure of funds pursuant to the Public Contract Code Section 20650 threshold, currently set at \$81,000. The attached listing of contracts and agreements under \$81,000 requested by college and District staff has been reviewed and verified that budgeted funds are available in the appropriate categories of expenditure. The contracts and agreements have been executed pursuant to the Board's delegation of authority and are presented on this agenda for ratification.

Prepared By: Jim Buysse, Vice Chancellor, Administration & Finance
Majd Askar, Purchasing Manager

Attachments:

[Contracts and Agreements Less than \\$81,000 \(September\) - October 16, 2012](#)

Contracts and Agreements Report-All District Resources
 \$81,000 and Under
 9/01/12 thru 9/30/12

PO#	Department	Vendor	Location	Description	Amount
C0003979	CTE Projects	San Bernardino Community College District	San Bernardino	Meeting Expenses	\$ 5,361
C0003981	Production Printing	Konica Minolta Business Solutions	San Bernardino	Purchase/Cost of Goods Sold	15,000
C0003982	Athletics	Prestosports Inc	Rockville, MD	Fees	9,250
C0003983	Risk Management	Reliable Office Solutions	Riverside	Equip Additional \$200-\$4999	6,592
C0003984	Information Services	Computronics	Addison, IL	Computer Software Maint/Lic	40
C0003985	Information Services	Computronics	Addison, IL	Computer Software Maint/Lic	40
C0003987	Community Ed & Senior Citizen Education	Riverside Unified School District	Riverside	Rents and Leases	1,500
C0003988	Risk Management	Alliance of Schools for Cooperative	Cerritos	Consultants	15,000
C0003989	Facilities Planning & Design	Mission Property Advisors Inc	Riverside	Professional Services	3,500
C0003990	Mathematics	Sharp Electronics Corp.	Santee	Repairs - Service	3,082
C0003991	Academy / Criminal Services	City of Moreno Valley	Moreno Valley	Rents and Leases	769
C0003992	Chemistry	VWR International, Inc	Irving, TX	Repairs - Service	21,101
C0003993	CTE Projects	Val Verde Unified School District	Perris	Reimbursement	19,800
C0003995	Food Services	Morgan Services, Inc.	Corona	Laundry and Cleaning RFP Award	27,500
C0003996	Facilities - Moreno Valley	Orkin, Inc.	Colton	Pest Control Services	3,939
C0003997	Administrative Support Center	Redlands Ford Inc	Redlands	Repairs - Service	2,450
C0003998	Facilities Planning & Design	Sylvester Roofing Co., Inc	Escondido	Reroofing, Norco Humanities Bid Award	69,910
C0003999	CTE Projects - Moreno Valley	Ayres Hotel	Moreno Valley	Meeting Expenses	1,059
C0004000	Community & Economic Development	Tooling University, LLC	Cleveland, OH	Training Services	6,000
C0004001	Community Ed & Senior Citizen Education	Education to Go	Temecula	Professional Services	15,000
C0004002	Counseling - Moreno Valley	Larco Enterprises	Monrovia	Transportation Contracts	1,200
C0004003	Community & Economic Development	AAA Forklift	Riverside	Training Services	2,800
C0004004	Community Ed & Senior Citizen Education	El Camino Community College District	Hawthorne	Training Services	7,000
C0004005	Risk Management	Mugg & Harper, LLP	Redlands	Legal	15,000
C0004006	Administrative Support Center	Sharp Electronics Corp.	Santee	Repairs - Service	17,542
C0004007	Community Ed & Senior Citizen Education	Notary Public Seminars, Inc	Los Angeles	Professional Services	2,000
C0004008	Community Ed & Senior Citizen Education	Boulos, Jenesie	Cerritos	Professional Services	9,000
C0004010	President - Norco Campus	Ramona Munsell & Associates	Bella Vista, AK	Consultants	61,610
C0004011	Diversity, Equity & Compliance	Pelletier & Associates Inc	Lake Forest	Professional Services	1,500
C0004012	Workforce Preparation	Ransford, Jamey Sue	Sebastopol	Professional Services	7,500
C0004013	Workforce Preparation	Taylor, Dena	Soquel	Professional Services	7,500
C0004014	Campus Student Services - Norco	Coronado, Heidi	Chatsworth	Consultants	3,000
N/A	Customized Solutions	Advanced Flow Engineering	Corona	Training Services	No Cost
N/A	Customized Solutions	Trademark Plastics	Riverside	Training Services	No Cost
N/A	VP Business Services - Norco	Riverside County Office of Education	Riverside	Rents and Leases	No Cost
N/A	Nursing	Riverside County Regional Medical Center	Moreno Valley	Allows Student to Precept with Faculty	No Cost
N/A	Nursing	Walden University	Baltimore, MD	Allows Student to Precept with Faculty	No Cost
N/A	Workforce Preparation	Operation Safehouse	Riverside	Allows Students to Work for Vendor	No Cost
N/A	Workforce Preparation	Community Settlement Association	Riverside	Allows Students to Work for Vendor	No Cost
N/A	Workforce Preparation	Young Women's Christian Assoc of Riverside County	Riverside	Allows Students to Work for Vendor	No Cost
N/A	Workforce Preparation	Leading Edge Educational Foundation	Riverside	Allows Students to Work for Vendor	No Cost
N/A	Norco President	A-10 Advisors	Santa Ana	Property Use Agreement	No Cost

Additions to Approved/Ratify Contracts of \$81,000 and Under

Contracts and Agreements Report-All District Resources
 \$81,000 and Under
 9/01/12 thru 9/30/12

PO#	Department	Vendor	Location	Description	Amount
C0002936	Facilities Planning & Design	Elljay Acoustics, Inc	Placentia	Nursing/Sciences Building	30,602
C0002938	Facilities Planning & Design	RVH Constructors, Inc.	San Bernardino	Nursing/Sciences Building	24,910
C0003105	Facilities Planning & Design	ISEC, Inc	Cypress	Wheelock Gym Seismic Retrofit	14,398
C0003224	Accounting Services	Sallie Mae Business Office Solutions	Swansea, MA	Bank Charges	8,000
C0003336	Facilities Planning & Design	DLR Group WWCOT	Riverside	Architect's Fees	14,590
C0003359	Facilities Planning & Design	PCN3, Inc	Los Alamitos	Norco Secondary Effects	20,294
C0003364	Administrative Support Center	Sharp Electronics Corp.	Santee	Repairs - Service	1,145
C0003529	Community & Economic Development	Gereau, Servando	Redlands	Training Services	4,300
C0003559	Community & Economic Development	Softskills	Chatsworth	Training Services	3,500
C0003606	Community & Economic Development	SJG Inc	Yucaipa	Training Services	700
C0003623	Community Ed & Senior Citizen Education	Adney, Curtis M.	Lemore	Professional Services	500
C0003738	Facilities Planning & Design	J. M. Farnan Co., Inc	La Verne	Culinary Arts/District Office	5,454
C0003840	Customized Solutions	Behavioral Momentum Associates, LLC	Corona	Training Services	5,100
C0003850	Community Ed & Senior Citizen Education	Trust Auto Sales	Wildomar	Professional Services	4,000
C0003928	Community Ed & Senior Citizen Education	Alpine Tutoring	Tustin	Professional Services	3,000
C0003950	Mathematics, Science & PE-Moreno Valley	Fitness 19 CA #187, LLC	Moreno Valley	Rents And Leases	1,520
N/A	Workforce Preparation	California Community Colleges Chancellor's Office	Sacramento	Amendment #1, Extends Term	No Cost
N/A	General Counsel	Orrock Popka Fortino and Brislin	Riverside	Amendment #3, Extends Term	No Cost
N/A	Nursing	County of Riverside	Riverside	Amendment #3, Changes Dept Name	No Cost
N/A	General Counsel	Barnes & Noble College Booksellers	Philadelphia, PA	Amendment #1, Extends Term	No Cost
N/A	Administrative Support Center	Sharp Electronics Corp.	Santee	Amendment #1, Reduces Base/Copy Rate	No Cost
				Total	<u>\$ 504,558</u>



Agenda Item (VI-B-6-b)

Meeting	10/16/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-b)
Subject	Agreement with the Riverside County Superintendent of Schools
College/District	District
Funding	General Fund
Recommended Action	It is recommended that the Board of Trustees approve the agreement between Riverside Community College District and the Riverside County Superintendent of Schools for the period July 1, 2012 through June 30, 2013, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Background Narrative:

Attached for the Board's review and consideration is a continuing agreement between Riverside Community College District and the Riverside County Superintendent of Schools (RCSS) to provide the District with information technology support services related to RCSS's Galaxy System. The District uses the Galaxy System to process purchase orders, payroll, accounts payable, accounts receivable, and risk management transactions. In addition, the Galaxy System is used for position control; to prepare and monitor the District's budget; and fiscal reporting. The term of the agreement is from July 1, 2012 through June 30, 2013. The fee for this service is based on the District's Full-Time Equivalent Student (FTES) count measured at the first principal apportionment date.

In FY 2009-2010, the Galaxy Development Council approved two significant project enhancements to the Galaxy System: 1) Electronic Timekeeping and Attendance (ETA) and 2) End User Reporting (EUR). In FY 2011-2012, development of the ETA project was suspended pending further action by the Galaxy Development Council. The District's share of cost for the EUR project in FY 2012-2013 will be approximately \$54,000.

The total estimated cost for this contract for FY 2011-2012, excluding the ETA development project, will be approximately \$161,000.

Prepared By: Jim Buysse, Vice Chancellor, Administration & Finance
Aaron Brown, Associate Vice Chancellor, Finance

Attachments:

[101612_RCOE_ISS_Agreement](#)

RIVERSIDE COUNTY OFFICE OF EDUCATION
3939 Thirteenth Street/P.O. Box 868
Riverside, California 92502

AGREEMENT FOR INFORMATION SYSTEMS SUPPORT

This Agreement made and entered, by and between **Riverside County Superintendent of Schools**, hereinafter referred to as the "SUPERINTENDENT," and the **Riverside Community College District**, hereinafter referred to as the "DISTRICT";

WITNESSETH:

The SUPERINTENDENT agrees to provide **Information Systems Support** services for the DISTRICT as follows:

Standard Galaxy Support

- Service Desk Support
 - Process Galaxy Access Form, to add, change and delete screens and users: Certification of special process to authorize Board Approved users the Approval for Claims Payment and Approve Final Payroll screens.
 - Software Installation Support
 - Incident & Request for Change processing:
 - Mass updates requests
 - Special DB query requests
 - Special request reports
 - Ongoing production reports support:
 - Notification of new reports and changes/enhancements to existing reports
 - Responsible for the distribution of the district's daily, weekly, payroll, monthly, quarterly, yearly and year end reports based on established schedules.
 - Create and distribute PDF and/or Excel report files for any requested financial reports and the scheduled Monthly Ledgers and Electronic versions of Payroll Reports.
 - Scheduling of Crystal & Actuate Reports and district report requests.
 - Requests for New Report Development.
 - Deployment of New Reports
 - Requests for replacement W2, pay stub and direct deposits.
 - Request for the Retro Pay Calculation Reports, coordinate with the Crystal reports developer.
 - Request for the Pay Frequency/Mismatch Payroll Periods query, coordinate with the Development Staff.
 - Request for the Accrual Reconciliation & Accrual Exception Reports, coordinate with the Crystal reports developer.
 - Request for the Classified Service Seniority List

- Special File Transfer Processing:
 - Process Batch Claim Files
 - Payroll direct deposit file processing
 - Credit Union File Transfer Processing
- Galaxy Maintenance, standard bug fixes, and minor enhancements.
- Galaxy Support website and User Group Meetings

Report Processing and Distribution

- Maintenance of Actuate & MicroStrategy Reports (including converted Crystal Reports)
- **Crystal Reports maintenance and support will end December 31, 2012**
 - Contact RCOE Database Administration for options if you have created your own Crystal Reports
- Development of new countywide MicroStrategy Reports
- Maintenance of servers, software and licensing as related to reports
- Printing and distribution of reports, via electronic mode (pdf, excel, etc) or paper
- Processing and Printing of Payroll & Commercial Warrants, Direct Deposit Stubs, W-2, 1099 Processing and Warrant Registers

Standard RCOE Training Support

- Galaxy, OneSource and Student Information System Training
- Specialized training upon request
 - Executive style
 - One-on-one End User training
- Provide End User Documentation for Galaxy, OneSource and Student Information System
 - System Manuals
 - System Enhancement Training Documents
- Deployment of new system modules for all supported applications
- Office Automation training

Standard Retirement Reporting and Support

- STRS Monthly
- PERS Monthly

Optional Services

Optional/Additional services and/or products may be purchased at the discretion of the DISTRICT on a time and material basis according to this chart to be invoiced separately:

Custom/Advanced Reports Development	\$65.00/Hour
Custom/Advanced Data Extracts (Time Duration more than one hour)	\$65.00/Hour
Custom Advanced Mass Data Updates (Time Duration more than one hour)	\$65.00/Hour

Direct Deposit	\$.04/transaction
Training Only (Galaxy, Purchasing, Student Information System)	Included
Office Automation Training with Certification (1 to 9 participants)	\$100.00/participant
Office Automation Training without Certification (1 to 9 participants)	\$65.00/participant
Group (10 or more participants) Office Automation Training with Certification	\$90.00/participant
Group (10 or more participants) Office Automation Training without Certification	\$55.00/participant
Other Optional Services -Network/Business Continuity & Disaster Recovery	Cost to be determined by services needed
VPN Access (per user account/per year)	\$25.00/per user

Other Optional Services – Network & Business Continuity & Disaster Recovery

Optional Network Support services and/or products may be purchased at the discretion of the DISTRICT, for details and pricing for the services below, contact Data Processing and Network Services.

- Provisioning of the RCOE Data Center as a Business Continuity and Disaster Recovery site through the use of either virtual server services or conventional hosted server and storage services. If hosted server services, districts have to purchase nothing – all costs are accrued monthly and are determined by total CPU equivalents, storage units and processing functions.
- Secondary and/or tertiary DNS support.
- Automatic backups of configuration files, hardware details and versioning of these backups such that a cumulative history of all network devices placed on these schedules can be viewed via secure web pages. This facility is extremely useful for seeing when changes were made to district boundary routers/Layer III switches and/or firewalls, and stable, running configurations can be reloaded in case of disaster or error.
- Horizontal and Outside Plan Structured Cabling Infrastructure design and build.
- Provisioning of customized, need based services to districts beyond those provided by a standard Agreement for Information System Services.

CONTRACT PROVISIONS

1. The SUPERINTENDENT determines the rates for providing service by assessing the actual cost of providing the service to the DISTRICT. The rates are intended to offset and do not exceed the cost of providing specified services. These rates are stated below:
2. The SUPERINTENDENT further agrees to assign a proper staff member or members to render the services, and such staff member(s) shall hold the proper credentials authorizing such services.
3. The DISTRICT agrees to pay the SUPERINTENDENT the amount of \$3.90 times the District's enrollment reported on the FY 2012-13 First Period Apportionment Attendance report in January 2013 for Galaxy System Support.

4. The DISTRICT agrees to pay the SUPERINTENDENT the amount of \$.24 times the District's enrollment reported on the FY 2012-13 First Period Apportionment Attendance report in January 2013 for Report Processing and Distribution.
5. The DISTRICT agrees to pay the SUPERINTENDENT the amount of \$480.00 for Standard Retirement Reporting and Support.
6. GALAXY DEVELOPMENT: Request for Change/Enhancement Request(s) should be submitted to the Service Desk. The Prioritization Committee is to review all project requests and will place in work order for the Development Team. A project request is defined as 2 or more months of staff time. Galaxy modifications and enhancements cost estimates and release schedules will be presented annually by March 31st to the Galaxy Development Council. The budget and the assessment for each release shall be voted upon by the membership. By majority rule the members shall be bound by the outcome of the vote.

The DISTRICT agrees to pay the cost as determined by Galaxy Development Council:

2012-13 Galaxy Development Council Approved Development:

- a. The cost for **Electronic Timekeeping Project** is to be determined by vote of the Galaxy Development Council. The SUPERINTENDENT will notify the DISTRICT of the cost for the 2012-13 School Year upon approval of the project by the Galaxy Development Council. The cost is not to exceed \$2.72 times the District's enrollment reported on the FY 2012-13 First Period Apportionment Attendance report in January 2013.
 - b. The DISTRICT agrees to pay the SUPERINTENDENT the amount of \$2.09 times the District's enrollment reported on the FY 2012-13 First Period Apportionment Attendance report in January 2013 for the **End User Reporting Project**.
7. The term of this agreement shall be from **the July 1, 2012** to and including **June 30, 2013**. The SUPERINTENDENT will provide a rate letter for a successor agreement in April of 2012. The DISTRICT shall notify the SUPERINTENDENT by May 1, 2012 in writing if the DISTRICT does not intend to participate in the 2012-13 fiscal year.
 8. The SUPERINTENDENT shall invoice the DISTRICT in March 2013 for the annual charges. Semiannual or usage charges shall be invoiced in March 2013 and July 2013. The DISTRICT agrees to make payment within 30 days.
 9. The SUPERINTENDENT at his discretion may reduce the rate should increased participation warrant a reduction.
 10. INDEPENDENT CONTRACTOR: The SUPERINTENDENT, while engaged in the performance of this contract, is an independent contractor, and is not an officer, agent or employee of the DISTRICT.

- 11. **ASSIGNMENT OF CONTRACT:** The SUPERINTENDENT shall not assign the whole or any part of this agreement or any payment due or to become due hereunder, without the written consent of the DISTRICT and all sureties who have executed bonds on behalf of the SUPERINTENDENT in connection with this contract.
- 12. **HOLD HARMLESS:** The parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, agents, servants and employees, of and from any and all liability, claims demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorneys fees for the defense thereof; arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement by such indemnifying party, or its officers, agents, servants and employees.
- 13. **CHANGES:** This agreement may only be amended in writing by the mutual consent of the parties hereto.

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

Riverside County
Superintendent of Schools

Riverside Community College District

Authorized Signature

Authorized Signature

Richard D'Souza, Executive Director
Printed Name and Title

James L. Buysse, Vice Chancellor,
Printed Name and Title
Administration and Finance

Date _____

Date _____



Agenda Item (VI-B-6-c)

Meeting	10/16/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-c)
Subject	Contract Agreement No.C12-0031 between Chancellor's Office, California Community Colleges and Riverside Community College District
College/District	Riverside
Funding	Fund 12, Resource 1190
Recommended Action	It is recommended that the Board of Trustees approve the Contract Agreement C12-0031 (CalWORKS Set-A-Side), for the time frame of November 1, 2012 through October 31, 2013, in the amount of \$80,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the Contract.

Background Narrative:

This contract between Riverside City College and the California Community College Chancellor's Office represents a renewal of last year's contract. These funds will be used to support CalWORKs Director's training and technical assistance throughout the state. The total payment under this agreement shall not exceed \$80,000.00, for the period of November 1, 2012 through October 31, 2013. Funding source: California Community College Chancellor's Office.

Prepared By: Cynthia Azari, President, Riverside City College
Shelagh Camak, Executive Dean, Workforce & Resource Development
Michael Wright, Director, Workforce Preparation Grants and Contracts

Attachments:

[C12-0031](#)

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

AGREEMENT NUMBER

C12-0031

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

BOG, California Community Colleges, Chancellor's Office

CONTRACTOR'S NAME

Riverside CCD

2. The term of this Agreement is: November 1, 2012 through October 31, 2013

3. The maximum amount of this Agreement is: \$ 80,000.00

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

Exhibit A – Scope of Work	1 page(s)
Exhibit B – Budget Detail and Payment Provisions	2 page(s)
Exhibit C – General Terms and Conditions (Attached hereto as part of this Agreement)	6 page(s)
Exhibit D – Special Terms and Conditions (Attached hereto as part of this Agreement)	12 page(s)
Exhibit E – Request for Proposals (Attached hereto as part of this Agreement)	0 page(s)
Exhibit F – Contractor's Proposal (Attached hereto as part of this Agreement)	1 page(s)
Exhibit G – Contractor's Cost Proposal (Attached hereto as part of this Agreement)	2 page(s)
Exhibit H – Contractor Certification Clauses, Chancellor's Office Form CCC-1005 (Attached hereto as part of this agreement)	5 page(s)
Exhibit I – Additional Provisions	0 page(s)

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

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Riverside CCD

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

4800 Magnolia Ave., Riverside, CA 92506

STATE OF CALIFORNIA

AGENCY NAME

BOG, California Community Colleges, Chancellor's Office

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Steven Bruckman, Executive Vice Chancellor

ADDRESS

1102 Q Street, Suite 4554, Sacramento, CA 95811-6539

Chancellor's Office, California
 Community Colleges Use Only

Exempt from DGS approval pursuant
 to AB 1441, Chapter 36 of the Statutes
 of 2000

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 80,000.00	PROGRAM/CATEGORY (CODE AND TITLE)			FUND TITLE
	Local Assistance (OPTIONAL USE)			General
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	ITEM	CHAPTER	STATUTE	FISCAL YEAR
	6870-101-0001(8)	21	2012	2012-13
TOTAL AMOUNT ENCUMBERED TO DATE \$ 80,000.00	OBJECT OF EXPENDITURE (CODE AND TITLE)			
	5218-751-21450			
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>		T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER			DATE	

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. Services to Be Provided

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

2. Project Representatives

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

Chancellor's Office: Project Monitor	Contractor: Project Director
Name: Jason Orta	Name: Michael Wright
Phone: (916) 327-5890	Phone: (951) 222-8968
Fax:	Fax:

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

Chancellor's Office: Contract Manager	Contractor: Riverside CCD
Name: Wendy Lozoya	Name: Michael Wright
Address: 1102 Q Street, Suite 4554 Sacramento, CA 95811-6539	Address: 4800 Magnolia Ave., Riverside, CA 92506
Phone: (916) 327-5906	Phone: (951) 222-8968
Fax: (916) 323-9478	Fax:

3. Contractor's Project Director and Key Personnel

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

4. Chancellor's Office Project Monitor

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

5. Chancellor's Office Contract Manager

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

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Costs and Payments

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

2. Budget Changes

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

3. Budget Contingency Clause

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of state or federal funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after the determination was made.
- b. It is mutually agreed that if the state or federal budget for the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the Chancellor's Office shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- c. If funding for any fiscal year is reduced or deleted by the state or federal budget for purposes of this program, the Chancellor's Office shall have the option to either cancel this Agreement with no liability occurring to the Chancellors Office, or offer an Agreement Amendment to Contractor to reflect the reduced amount.
- d. Contractor shall inform any subcontractors that any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.
- e. In addition, this Agreement is subject to any additional restrictions, limitations or conditions enacted in the state or federal budget and/or laws and Executive Orders that may affect the provisions, term, or funding of this Agreement in any manner.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

4. Fiscal Reports

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

Invoices for services rendered are to be delivered to the Accounting Office, California Community Colleges, 1102 Q Street, Suite 4554, Sacramento, CA 95811-6539.

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

1. Amendment

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

2. Assignment

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

3. Audit

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

4. Indemnification

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

- a. The Chancellor's Office will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b. Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

1. When substantial principles of government or public law are involved, when litigation might create precedent affecting future Chancellor's Office operations or liability, or when involvement of the Chancellor's Office is otherwise mandated by law, the Chancellor's Office may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);
2. The Chancellor's Office will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
3. The Chancellor's Office will reasonably cooperate in the defense and in any related settlement negotiations.

5. Disputes

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

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

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

6. Termination

- a. Bankruptcy. In the event proceedings in bankruptcy are commenced against the Contractor, Contractor is adjudged bankrupt or a receiver is appointed and qualifies, then the Chancellor's Office may terminate this Agreement and all further rights and obligations hereunder, by giving five days notice in writing in the manner specified herein. It is recognized by the parties that equipment purchased by Contractor or the Chancellor's Office for this project shall have lien rights held in the name of the Chancellor's Office which shall retain lien rights until the Contractor either returns said equipment to the Chancellor's Office or purchases it as is provided by the terms of this Agreement.
- b. Termination Option. This Agreement may be terminated by either party by giving thirty (30) days' advance notice in writing prior to the effective date of such termination. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. In such event, the Chancellor's Office shall pay Contractor for all satisfactory services rendered and expenses incurred prior to such termination which could not by reasonable efforts of Contractor have been avoided, but not in excess of the maximum payable under this Agreement. In such event, Contractor agrees to relinquish possession of equipment purchased for this project to the Chancellor's Office or Contractor may, with approval of the Chancellor's Office, purchase said equipment as provided by the terms of this Agreement.

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

- c. **Event of Breach.** In the event of any breach of this Agreement, the Chancellor's Office may, without any prejudice to any of its other legal remedies, terminate this Agreement upon five days' written notice to the Contractor. In the event of such termination the Chancellor's Office may proceed with the work in any manner deemed proper by the Chancellor's Office. The cost to the Chancellor's Office shall be deducted from any sum due the Contractor under this Agreement, and the balance, if any, shall be paid to the Contractor upon demand. Whether or not the Chancellor's Office elects to proceed with the project, Chancellor's Office shall pay Contractor only the reasonable value of the services theretofore rendered by Contractor as may be agreed upon by the parties or determined by a court of law.
- d. **Gratuities.** The Chancellor's Office may, by written notice to the Contractor, terminate the right of Contractor to proceed under this Agreement if it is found, after notice and hearing by the Chancellor or his or her duly authorized representative, that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the Chancellor's Office with a view toward securing a contract or agreement or securing favorable treatment with respect to awarding or amending or making a determination with respect to the performance of such contract or agreement.

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

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

7. Independent Status of Contractor

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

8. Recycling Certification

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

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

9. Nondiscrimination Clause

- a. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age, sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- b. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- c. Contractor and its subcontractors shall also comply with the provisions of Government Code sections 11135-11139.8.
- d. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

10. Certification Clauses

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

11. Timeliness

Time is of the essence in this Agreement.

12. Compensation

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

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

13. Governing Law

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

14. Antitrust Claims

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

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

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

15. Child Support Compliance Act

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

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

16. Unenforceable Provision

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

17. Priority Hiring Considerations

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

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

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

2. Subcontracts

- a. The Contractor agrees to obtain the written approval of the Project Monitor prior to the selection of subcontractor(s) to perform the services under this Agreement, at which time the Chancellor's Office will inform the Contractor of any applicable legal requirements regarding disabled veteran business enterprise participation requirements and the use of the Request for Proposals primary or two-tier method. Subcontractors specifically identified in this Agreement or the Exhibits attached hereto and which are secured in accordance with applicable legal requirements are deemed to be approved upon execution of this Agreement.
- b. In any event, any additional subcontractor(s) retained by the Contractor shall be selected using procedures reasonably calculated to ensure that cost shall be given substantial weight in the selection process, and that the selected subcontractor is the best qualified party available to provide the required services. Upon request, Contractor shall furnish evidence of compliance with this provision to the Project Monitor. Contractor shall immediately notify the Project Monitor in the event that any subcontract is terminated.
- c. All subcontracts shall contain a provision prohibiting any third or subsequent tier subcontracts without additional written approval by the Project Monitor.
- d. The Project Monitor's consent to one or more subcontracts shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent subcontract.
- e. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Chancellor's Office and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the Chancellor's Office for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is independent from the obligation of the Chancellor's Office to make payments to the Contractor. As a result, the Chancellor's Office shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

3. Subcontract Payments

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

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

4. Notice

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

5. Interpretation

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

6. Reports

- a. **Monthly Progress Reports.** Except as otherwise specified by the Chancellor's Office, Contractor shall provide a progress report in writing at least once a month to the Project Monitor. Each progress report shall include, but not be limited to, a statement that the Contractor is or is not on schedule, and any pertinent reports or interim findings. Contractor shall discuss any difficulties or special problems so that remedies can be developed as soon as possible. Contractor shall provide four copies by the tenth of the month following the month to which it relates.
- b. **Final Report.** By November 30, 2013, Contractor shall provide the Project Monitor a comprehensive Final Report, a brief summary of same, and a brief (200 words or less), factual abstract of the final report.

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

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

The Contractor shall be available from November 30, 2013, to and including December 31, 2013, to answer questions pertaining to the Final Report and/or revise the Final Report.

- c. The Chancellor's Office reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Agreement and authorize others to use or reproduce such materials.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

- d. All reports are to be delivered to the Project Monitor, Chancellor's Office, California Community Colleges, 1102 Q Street, Suite 4554, Sacramento, CA 95811-6539
- e. Any document or written report prepared, in whole or in part, by Contractor or subcontractors, shall contain the numbers and dollar amounts of this Agreement and all subcontracts relating to the preparation of such document or written report. The Agreement and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. (Gov. Code, § 7550(a).)
- f. When multiple documents or written reports are the subject or product of this Agreement, the disclosure section must also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. (Gov. Code, § 7550(b).)

7. Copyright and Intellectual Property

- a. Contractor agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, computer programs, computer software, and/or trademarks or servicemarks first created, developed or produced pursuant to this Agreement, whether by Contractor or subcontractors, shall be and are Work for Hire. All subcontracts shall include a Work for Hire provision by which all materials, procedures, processes, machines, computer programs, computer software, and trademarks or servicemarks produced as a result of this Agreement shall be Work for Hire. All rights, title, and interest in and to the Work first developed under this Agreement or under any subcontract shall be assigned and transferred to the Chancellor's Office. This Work for Hire agreement shall survive the expiration or early termination of this Agreement.
- b. The copyright for all materials first produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office. Contractor, and all subcontractors and others that produce copyright materials pursuant to this Agreement, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office. The Chancellor's Office shall acknowledge Contractor or its subcontractors, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office may license Contractor or its subcontractors, if any, to reproduce and disseminate copies of such work, provided the licensee agrees not to permit infringement of the copyright by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement.
- c. All materials first developed in draft and in final form pursuant to this Agreement shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.", followed by the year created; and the words "Chancellor's Office, California Community Colleges." Acknowledgment may be given to Contractor or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office or Contractor that the copyright be registered with the U.S. Copyright Office, Contractor will be responsible for applying for, paying the filing fees for, and securing said copyright.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

- d. All technical communications and records originated or first prepared by Contractor or its subcontractors, if any, pursuant to this Work for Hire agreement including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not including Contractor's administrative communications and records relating to this Agreement, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.
- e. If it is deemed necessary by either the Chancellor's Office or Contractor that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufactures, or composition of matter, Contractor will be responsible for applying for, paying the filing fees for, and securing said patent. All patents for inventions, processes, machines, manufactures, or compositions of matter developed pursuant to this Agreement shall be issued to the "Chancellor's Office, California Community Colleges." All products and references to patents shall be marked and designated as such as required by law. Acknowledgment may be given to Contractor or the actual inventor(s) in an appropriate manner. The Chancellor's Office agrees to grant a nonexclusive license for such intellectual property to Contractor. Said license shall include the right to use the patent for inventions, processes, machines, manufactures, or compositions of matter derived from those created under this Agreement.
- f. All trademarks and servicemarks first created, developed or acquired pursuant to this Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or Contractor that a trademark or servicemark be registered with state or federal agencies, Contractor will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Agreement shall be issued to the "Chancellor's Office, California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Agreement to Contractor.
- g. In connection with any license granted pursuant to the preceding paragraphs, Contractor agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Contractor may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.
- h. Any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, computer programs, computer software, and trademarks or servicemarks created, developed or produced pursuant to this Agreement by subcontractors that create works for this Agreement for Contractor are for and are the property of the Chancellor's Office. Contractor shall obtain an acknowledgement of the work for hire performed by these subcontractors that produce intellectual property pursuant to this Agreement, and all rights, title, and interests in such property shall be assigned to the Chancellor's Office from all subcontractors. Contractor shall incorporate the above applicable paragraphs, modified appropriately, into its agreements with subcontractors that create works for this Agreement. No unpaid volunteer or other person shall produce copyright materials under this Agreement without entering into a subcontract between such person(s) and Contractor giving the Chancellor's Office the foregoing rights in exchange for the payment of the sum of at least one dollar (\$1).

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

8. Public Hearings

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

9. Confidentiality of Data and Reports

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

10. Provisions Relating to Data

- a. "Data" as used in this Agreement means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may for example, document research or experimental, developmental or engineering work, or be used to define a design or process or to support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical models, collections or extrapolations of data or information, etc. It may be in machine form such as punched cards, magnetic tape or computer printouts, or may be retained in computer memory.
- b. "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under Contractor's control prior to commencement of performance of this Agreement, and which Contractor has reasonably demonstrated as being of a proprietary nature either by reason of copyright, patent or trade secret doctrines in full force and effect at the time when performance of this Agreement is commenced. The title to "proprietary data" shall remain with the Contractor throughout the term of this agreement and thereafter. As to "proprietary data," the extent of Chancellor's Office access to the same and the testimony available regarding the same shall be limited to that reasonably

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necessary to demonstrate in a scientific manner to the satisfaction of scientific persons the validity of any premise, postulate or conclusion referred to or expressed in any deliverable hereunder.

- c. "Generated data" is that data which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at the expense of the Chancellor's Office, together with complete documentation thereof, shall be treated hereunder in the same manner as "generated data." "Generated data" shall be the property of the Chancellor's Office unless and only to the extent that it is specifically provided otherwise herein.
- d. "Deliverable data" is that data which under the terms of this Agreement is required to be delivered to the Chancellor's Office and shall belong to the Chancellor's Office.
- e. As to "generated data" which is reserved to Contractor by the express terms hereof and as to any preexisting or "proprietary data" which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, Contractor shall preserve the same in a form which may be introduced as evidence in a court of law at Contractor's own expense for a period of not less than three years after receipt by the Chancellor's Office of the final report herein.
- f. Prior to the expiration of such time and before changing the form of or destroying any such data, Contractor shall notify the Chancellor's Office of any such contemplated action and Chancellor's Office may, within thirty (30) days after said notification, determine whether it desires said data to be further preserved. If Chancellor's Office so elects, the expense of further preserving said data shall be paid for by the Chancellor's Office. Contractor agrees that Chancellor's Office may at its own expense have reasonable access to said data throughout the time during which said data is preserved. Contractor agrees to use his or her best efforts to furnish competent witnesses or to identify such competent witnesses to testify in any court of law regarding said data.

11. Ownership of Data And Reports

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

12. Approval of Products and Deliverables

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

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- c. All references to the project shall include the phrase, "funded in part by the Chancellor's Office, California Community Colleges."

13. Waiver

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

14. Work by Chancellor's Office Personnel

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

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

15. Changes in the Timing of Performance of Tasks

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

16. Travel and Per Diem

- a. For purposes of payment, Contractor's headquarters shall be the city designated in the signature block. Travel outside the State of California shall not be reimbursed without the prior written authorization of the Project Monitor, or unless otherwise expressly so provided in the terms of this Agreement.
- b. The travel and per diem rates allowed for Contractor, staff, and subcontractors shall be those currently set forth by the Department of General Services (see State Administrative Manual (SAM) chapter 0700 and Appendix (Travel Guide, S-1)) and Department of Personnel Administration (DPA) Rules (Cal. Code Regs., §§ 599.615, et seq.). These Rules are subject to change at any time. Travel expenditures not listed in the DPA Rules cannot be reimbursed.
- c. Contractor must use the Contractor's formally printed invoice or letterhead, and must sign and date the claim prior to submission to the Chancellor's Office for payment.

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- d. Questions regarding reimbursable items and/or limits may be directed to the Chancellor's Office Accounting Administrator at (916) 327-5355.
- e. Itemized invoices, prepared in triplicate, stating Agreement number and social security number or federal identification number, shall be submitted to:

Accounting Unit
Chancellor's Office
California Community Colleges
1102 Q Street, Suite 4554
Sacramento, CA 95811-6539

17. Captions

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

18. Accessibility for Persons with Disabilities

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

- a. Contractor shall, upon request by any person, make any materials produced with funds pursuant to this Agreement available in braille, large print, electronic text, or other appropriate alternate format. Contractor shall establish policies and procedures to respond to such requests in a timely manner.
- b. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Contractor, whether purchased, leased or provided under some other arrangement for use in connection with this Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.
- c. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>) or similar guidelines developed by the Chancellor's Office.
- d. Contractor shall respond, and shall require its subcontractors to respond to and resolve any complaints regarding accessibility of its products and services as required by this section.

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- e. Contractor and its subcontractors shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.
- f. Contractor shall incorporate the requirements of this section into all subcontracts.

19. Eligibility for Noncitizens

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

20. Performance Evaluation

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

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

21. Commissions and Contingency Agreements

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

22. Licenses and Permits

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

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

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(Standard Agreement)**

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

23. Standards of Conduct

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

- a. Every reasonable course of action will be taken by Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Agreement will be administered in an impartial manner. The Contractor, and its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, or special interest.
- b. **Conducting Business with Relatives.** No relative by blood, adoption, or marriage of any officer or employee of Contractor will receive favorable treatment in the award of subcontracts or in educational or employment opportunities funded by this Agreement.
- c. **Conducting Business Involving Close Personal Friends and Associates.** In administering this Agreement, officers and employees of Contractor will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.
- d. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor's Office employees, in administering this Agreement, officers and employees of Contractor will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.
- e. Contractor shall not enter into any subcontract of the types described below and any such agreement which may be executed is null and void and of no force or effect.
 1. A former state employee (including a Chancellor's Office employee, or a district employee who worked for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract under this Agreement with Contractor if that employee was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Agreement while employed by the state. (Gov. Code, §§ 1090, et seq., 87100, and 87400 et seq.; Cal. Code Regs., tit. 5, §§ 18741.1 and 18747.)
 2. A current state employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional

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Exchange (IJE) cannot enter into a subcontract with Contractor, with the exception of rank-and-file employees of the California State University and the University of California. (Pub. Contr. Code, § 10410.)

3. The spouse or immediate family of a current Chancellor's Office employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) may not enter into a subcontract with Contractor if the Chancellor's Office employee or person on an IJE was engaged in the negotiations, transactions, planning, arrangement or any part of the decisionmaking process relevant to this Agreement or the subcontract, or had any influence whatsoever in the making of this Agreement or the subcontract. (Gov. Code, §§ 1090, et seq.; and 87100.)

24. Follow-on Contracts

- a. By signing this Agreement, Contractor certifies that neither the Contractor nor any of its affiliates or subcontractors previously received a consulting services contract from the Chancellor's Office which resulted in a recommendation by Contractor, its affiliates or subcontractors for the provision of services, procurement of goods or supplies, or any other related action which is now to be provided or performed under this Agreement. (Pub. Contr. Code, § 10365.5.)
- b. For purposes of this section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c. Should the Chancellor's Office determine, at any time, that the certification contained in paragraph a. is false or inaccurate, the Chancellor's Office may deem contractor to be in breach of this Agreement and may terminate the Agreement as provided in the Termination provisions of section 6.c. of Exhibit C to the Agreement. However, to the extent permissible by law, the Chancellor's Office or its designee, may waive the restrictions set forth in this section by written notice to the Contractor if the Chancellor's Office determines their application would not be in the best interest of the Chancellor's Office.
- d. Except as prohibited by law, the restrictions of this section will not apply to a Contractor, including any person, firm, or affiliate, that is awarded a subcontract of a consultant services contract which amounts to no more than 10 percent of the total monetary value of the consultant services contract.
- e. The restrictions set forth in this section are in addition to conflict of interest restrictions imposed on public Contractors by California law. In the event of any inconsistency, such conflict of interest laws override the provisions of this section, even if enacted after execution of this Agreement.

25. Statewide or Regional Projects

If this Agreement involves provision of coordination, technical assistance, or other services for the California Community Colleges system or for a particular region or group of colleges, Contractor

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agrees to consult regularly with the Project Monitor and representatives of the colleges to be served and to give every reasonable consideration to their views in the conduct of the project.

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

26. Surveys

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

27. Safety and Accident Prevention

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

Exhibit F

Contractor's Proposal

**California Community Colleges Chancellor's Office Agreement for the
CalWORKs Program
Riverside Community College District
Contract Agreement No. 12-0031**

2012-13 Work Statement

Exhibit F

Of the amount approved in the 2012-13 State Budget Act for the provision of specialized services for CalWORKs students, **\$80,000** has been set-aside for statewide activities in support of local community college CalWORKs program operations. These funds will be used to engage in a variety of local technical assistance projects and activities.

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

1. Training

1.1 New CalWORKs Directors/Coordinators Training

Conduct new CalWORKs directors/coordinators training in September in Sacramento. Cover costs of CalWORKs Directors/Coordinators including per diem, travel expenses, lodging, hotel set-up fee, and training materials.

1.2 Statewide Training

Provide training and/or technical assistance on regulations, reporting procedures, budget, accountability, audit issues, best practices, technology, and any other CalWORKs-related issues.

2. Program Evaluations and Technical Assistance

2.1 Consulting Services

Provide consulting services to the community college system. Consulting services include consultant fees, travel and per diem expenses to be paid through this agreement.

3. Miscellaneous Activities

3.1 CalWORKs State Advisory Committee and Ad Hoc Task Groups

Support four meetings annually for CalWORKs state advisory committee and support ad hoc task force group meetings as needed to discuss, review, and recommend policy/issues related to CalWORKs. Meeting costs, travel and per diem expenses will be paid through this agreement.

3.2 Reproduction and Dissemination

Support the reproduction and distribution of reports and other materials for the CalWORKs programs. This may include, but is not limited to, reproduction and dissemination of flyers, brochures, posters, and manuals.

4. Administrative Support

4.1 Administrative Expenses

Provide necessary administrative and fiscal oversight to support the above activities. All participants attending meetings/trainings/program reviews who require travel reimbursement will receive the current state approved rates for lodging, meals, automotive and other transportation expenses.

Exhibit G

Contractor's Cost Proposal

California Community Colleges Chancellor's Office Agreement for the
CalWORKs Program
Riverside Community College District
Contract Agreement No. 12-0031

2012-13 BUDGET

Exhibit G

1.	Training	\$21,000
2.	Program Evaluation and Technical Assistance	\$30,000
3.	Miscellaneous Activities	<u>\$21,000</u>
	Subtotal	\$72,000
4.	Administrative Support	<u>\$8,000</u>
	Grand Total	<u><u>\$80,000</u></u>

**California Community Colleges Chancellor's Office Agreement for the
CalWORKs Program
Riverside Community College District
Contract Agreement No. 12-0031**

2012-13 BUDGET SPECIFICS

Exhibit G

1. Training	\$21,000
1.1 New CalWORKs Directors/Coordinators Training New CalWORKs Directors/Coordinators Training in September 2012 in Sacramento to cover costs of New CalWORKs Directors/Coordinators including per diem, travel expenses, lodging, hotel set-up fee, and training materials.	
1.2 Statewide Training Provide training and/or technical assistance on regulations, reporting procedures, budget, accountability, audit issues, best practices, technology, and any other CalWORKs-related issues.	
2. Program Evaluation and Technical Assistance	\$30,000
2.1 Consulting Services Onsite targeted technical assistance and support for up to 10 college site visits, as well as consulting fees to provide consulting services to the community college system. Costs include consultant fees, travel and per diem expenses.	
3. Miscellaneous Activities	\$21,000
3.1 CalWORKs State Advisory Committee and Ad Hoc Task Groups Support four meetings annually for CalWORKs state advisory committee and support ad hoc task force group meetings as needed to discuss, review, and recommend policy/issues related to CalWORKs. Meeting costs, travel and per diem expenses will be paid through this agreement.	
3.2 Reproduction and Dissemination Support the reproduction and distribution of reports and other material that would be of value to CalWORKs programs. This may include, but is not limited to, reproduction and dissemination of flyers, brochures, posters, and manuals.	
	Subtotal <u>\$72,000</u>
4. Administrative Support	\$8,000
4.1 Administrative Expenses Provide necessary administrative and fiscal oversight to support the above activities.	
	Grand Total <u><u>\$80,000</u></u>

Exhibit H

Contractor's Certification Clause

**CCC- 1005 (Chancellor's Office, California Community Colleges)
Contractor Certification Clauses (Rev. 12/06)**

CERTIFICATION

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

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. Statement of Compliance (Nondiscrimination)

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code, § 12990 (a-f) and Cal. Code Regs., tit. 2, § 8103.) (Not applicable to public entities.)

2. Drug-Free Workplace Requirements

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, §§ 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The person's or organization's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation and employee assistance programs;and,
 4. Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed or resulting Agreement will:
 1. Receive a copy of the company's drug-free workplace policy statement; and,
 2. Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future state contracts or agreements if the Chancellor's Office determines that any of the following has occurred: (1) the Contractor has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (Gov. Code, §§ 8350 et seq.)

3. National Labor Relations Board Certification

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

4. Contracts or Agreements for Legal Services \$50,000 or More – Pro Bono Requirement

Contractor hereby certifies that Contractor will comply with the requirements of section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Agreement equal to the lesser of either:

- a. 30 multiplied by the number of full time attorneys in the firm's offices in the state, with the number of hours prorated on an actual day basis for any Agreement period of less than a full year; or
- b. 10% of its Agreement with the Chancellor's Office.

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

5. Expatriate Corporations

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

6. Sweatfree Code Of Conduct

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the Chancellor's Office pursuant to the Contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that it adheres to the Sweatfree Code of Conduct as set forth

on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

- b. Contractor agrees to cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the Chancellor's Office, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph a.

7. Debarment, Suspension, And Other Responsibility Matters

If the Agreement for which this Certification is being executed is funded in whole or in part with federal funds, Executive Order 12549, Debarment and Suspension, and the implementing regulations set forth at 34 Code of Federal Regulations part 85, require that prospective participants in covered transactions, as defined at 34 Code of Federal Regulations part 85, sections 85.105 and 85.110, provide the certification set forth in paragraph a. or the explanation required by paragraph b. below.

- a. Contractor certifies that Contractor and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 8(a)(2) of this certification; and
 4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. Where Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Certification.

8. Domestic Partners

If the amount of this Agreement equals or exceeds \$100,000 or if this Agreement, together with any other contracts Contractor may have with the Chancellor's Office, equals or exceeds \$100,000 during any fiscal year, then Contractor certifies that it will provide the same benefits to an employee with a registered domestic partner that it provides to an employee with a spouse in accordance with the provisions of Public Contract Code section 10295.3. For any Agreement not covered by these requirements, Contractor may elect to offer domestic partner benefits to Contractor's employees in accordance with Public Contract Code section 10295.3. However, Contractor cannot require an employee to cover the costs of providing any benefits that have otherwise

been provided to all employees regardless of marital or domestic partner status. (Pub. Contr. Code, § 10295.3(d).)

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the Chancellor's Office.

1. Conflicts of Interests

Contractor needs to be aware of the following provisions regarding current or former state employees, including current or former Chancellor's Office employees or district employees working at the Chancellor's Office on an Interjurisdictional Exchange (IJE). If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the Chancellor's Office must be contacted immediately for clarification.

Current State Employees (Pub. Contr. Code, § 10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contr. Code, § 10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract or agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract or agreement while employed in any capacity by any state agency.
2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract or agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract or agreement within the 12-month period prior to his or her leaving state service.

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

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

2. Labor Code/Workers' Compensation

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor affirms it will comply with such provisions before commencing the performance of the work of this Agreement. (Lab. Code, § 3700.)

3. Americans With Disabilities Act

Contractor assures the Chancellor's Office that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. §§ 12101 et seq.)

4. Contractor Name Change

An Amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the Chancellor's Office will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

5. Corporate Qualifications to Do Business in California

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in Revenue & Tax Code section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. Resolution

A county, city, district, or other local public body must provide the Chancellor's Office with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. Air or Water Pollution Violation

Under the state laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution. (Gov. Code, § 4477.)

8. Payee Data Record Form (Std. 204)

This form must be completed by all contractors that are not another state agency or other government entity.



Agenda Item (VI-B-7)

Meeting	10/16/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-7)
Subject	Out-of-State Travel
College/District	District
Funding	N/A
Recommended Action	Recommended that the Board of Trustee approve the out-of-state travel.

Background Narrative:

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.

Prepared By: Greg Gray, Chancellor
Linda Martinez,

Attachments:

[Out of State Travel](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Subject: Out-of-State Travel Date:

October 16, 2012

It is recommended that out-of-state travel be granted to:

Retroactive:

- 1) Mr. Jim Elton, associate professor, kinesiology, Riverside City College, to travel to Mobile Alabama, October 10-14, 2012, to accompany two students athletes competing in the United States Tennis Association/Intercollegiate Tennis Association National Small College Championships. After winning the doubles in the Regional Tournament at Cerritos College in September, the students qualified for the National Finals. Estimated cost: \$3,381.40. Funding source: ASRCC Tigerbackers Trust Account funds. (Travel arrangements were not finalized until after the September Board meeting. Therefore, this travel request could not be included in the September Board meeting.)

Current:

Moreno Valley College

- 1) Ms. Roslynn Byous, director, health human and public service, to travel to Seattle, Washington, November 5-11, 2012, to attend the Physician Assistant Education Association Annual Forum. Estimated cost: \$2,709.00. Funding source: Perkins Title I-C Grant funds.
- 2) Ms. Sabeen Scott-Demery, administrative assistant III, health human and public service, to travel to Seattle, Washington, November 7, 2012, to attend the Physician Assistant Education Association Annual Forum. Estimated cost: \$747.00. Funding source: Perkins Title I-C Grant funds.

Norco College:

- 1) Ms. Claudia Castro, student support service coordinator, career and technical education, to travel to Kansas City, Missouri, October 27-31, 2012, to attend the Science, Technology, Engineering and Mathematic Conference. Estimated cost: \$1,984.76. Funding source: Title III STEM Grant funds.
- 2) Ms. Maria Gonzalez, director, student financial services, to travel to Orlando, Florida, November 26-30, 2012, to attend the 2012 Federal Student Aid Conference. Estimated cost: \$1,535.68. Funding source: Financial Services Board Financial Assistance Program funds.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Subject: Out-of-State Travel Date:

October 16, 2012

- 3) Mr. Brady Kerr, music accompanist assistant, arts, humanities and world languages, to travel to New York City, New York and New Jersey, April 4-9, 2013, to accompany sixteen (16) intuition students who will be performing at Seaport Village and St. Bart's Church. Estimated cost: \$1,994.97. Funding source: Norco College Choir Trust funds. There is no cost to the District.
- 4) Mrs. Vonetta Mixson, director choir/intuition, arts, humanities and world languages, to travel to New York City, New York and New Jersey, April 4-9, 2013, to accompany sixteen (16) intuition students who will be performing at Seaport Village and St. Bart's Church. Estimated cost: \$27,933.53. Funding source: Norco College Choir Trust funds. There is no cost to the District.
- 5) Mr. Jason Rey, associate professor, mathematics, to travel to Kansas City, Missouri, October 27-31, 2012, to attend the Science, Technology, Engineering and Mathematic Conference. Estimated cost: \$1,974.55. Funding source: Title III STEM Grant funds.
- 6) Mr. Stanley Tyler, associate professor, chemistry, to travel to Kansas City, Missouri, October 27-31, 2012, to attend the Science, Technology, Engineering and Mathematic Conference. Estimated cost: \$1,980.76. Funding source: Title III STEM Grant funds.

Riverside City College:

- 1) Mr. Gregory Ferrer, director, disabled student program services, to travel to Orlando, Florida, November 8-12, 2012, to accompany three students participating in the Active Minds 9th National Mental Health on Campus Conference. Estimated cost: \$2,920.00. Funding source: Active Minds Club Trust Account funds. There is no cost to the District.
- 2) Ms. Rebecca Moon-Stone, supplemental instructional coordinator, academic support, to travel to Kansas City, Missouri, November 10-13, 2012, to attend the Supplemental Instruction Supervisor Training. Estimated cost: \$1,880.34. Funding source: the general fund.

Riverside Community College District:

- 1) Mr. Jeffrey Williamson, director, center for international trade development, to travel to Washington, D.C., October 23-25, 2012, to attend The Bookings/Living Cities and Metropolitan Prosperity Collaborative event. Estimated cost: \$145.42. Funding source: California State Trade and Export Promotion Program Grant funds.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Subject: Out-of-State Travel Date:

October 16, 2012

- 2) Mr. Jeffrey Williamson, director, center for international trade development, to travel to Hong Kong, November 7-15, 2012, to attend the Hong Kong Wine and Spirits Fair and Advance trip to Yangon, Myanmar. Estimated cost: \$4,995.00. Funding source: California State Trade and Export Promotion Program Grant funds.



Agenda Item (VI-B-8-a)

Meeting	10/16/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-8-a)
Subject	Notices of Completion
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees 1) accept the projects listed on the attachment as complete, 2) approve the execution of the Notices of Completion (under Civil Code Section 3093 - Public Works), and 3) authorize the Board President and the Vice Chancellor, Administration and Finance to sign the Notices of Completion.

Background Narrative:

Facilities Planning and Development staff reports that the projects on the attached listing are now complete.

Prepared By: Jim Buysse, Vice Chancellor, Administration & Finance
Majd Askar, Purchasing Manager

Attachments:

[Notices of Completion - October 16, 2012](#)

COMPLETED PROJECTS

October 16, 2012

Project

Culinary Arts Academy & District Offices – Electrical

Nursing / Sciences Building – Acoustical & Metal Ceilings

Nursing / Sciences Building – Fire Protection

Nursing / Sciences Building – General, Specialties, Furnishings, Misc.

Contractor

Southern California West Coast Electric, Inc.

Elljay Acoustics, Inc.

JPI Development Group, Inc.

RVH Constructors, Inc.

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

Name **James L. Buysse**
 Administration and Finance
 Street Address **4800 Magnolia Avenue**
 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
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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is Riverside Community College District
- The full address of the owner is 4800 Magnolia Avenue, 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 10/16/2012. The work done was:
Culinary Arts Academy & District Offices - Electrical
- The name of the contractor, if any, for such work of improvement was Southern California West Coast Electric, Inc
(If no contractor for work of improvement as a whole, insert "none")
- 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
- The street address of said property is 3845 Market Street
(If no street address has been officially assigned, insert "none")

Dated: 10/16/2012

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 Admin. & Finance, Dr. James 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)

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

Name James L. Buysse
 Administration and Finance
 Street Address 4800 Magnolia Avenue
 City & State Riverside, CA 92506

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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 10/16/2012. The work done was:
Nursing / Science Building - Acoustical & Metal Ceilings; DSA # 04-109948
- The name of the contractor, if any, for such work of improvement was Elljay Acoustics, Inc.
(If no contractor for work of improvement as a whole, insert "none")
- 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
- The street address of said property is 4800 Magnolia Avenue
(If no street address has been officially assigned, insert "none")

Dated: 10/16/2012

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 Admin. & Finance, Dr. James 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.

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(Date of signature) (City where signed)

(Personal signature of the individual who is swearing that the contents of the notice of completion are true)

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Riverside Community College District
AND WHEN RECORDED MAIL TO:

Name James L. Buysse
Administration and Finance
Street Address 4800 Magnolia Avenue
City & State Riverside, CA 92506

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Fee Simple
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- 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 10/16/2012. The work done was:
Nursing / Science Building - Fire Protection: DSA # 04-109948
- The name of the contractor, if any, for such work of improvement was JPI Development Group, Inc.
(If no contractor for work of improvement as a whole, insert "none")
- 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
- The street address of said property is 4800 Magnolia Avenue
(If no street address has been officially assigned, insert "none")

Dated: 10/16/2012

Riverside Community College District
President, Board of Trustees

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

VERIFICATION

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(Personal signature of the individual who is swearing that the contents of the notice of completion are true)

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Riverside Community College District
AND WHEN RECORDED MAIL TO:

Name **James L. Buysse**
Administration and Finance
Street Address **4800 Magnolia Avenue**
City & State **Riverside, CA 92506**

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- 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 10/16/2012. The work done was:
Nursing / Science Building - General Specialties, Furnishings, Misc: DSA # 04-109948
- The name of the contractor, if any, for such work of improvement was RVH Constructors, Inc.
(If no contractor for work of improvement as a whole, insert "none")
- 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
- The street address of said property is 4800 Magnolia Avenue
(If no street address has been officially assigned, insert "none")

Dated: 10/16/2012

Riverside Community College District
President, Board of Trustees

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

VERIFICATION

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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.

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(Date of signature) (City where signed)

(Personal signature of the individual who is swearing that the contents of the notice of completion are true)



Agenda Item (VIII-B-1)

Meeting	10/16/2012 - Regular
Agenda Item	Committee - Teaching and Learning (VIII-B-1)
Subject	Report on Accountability for Community Colleges 2012
College/District	District
Funding	N A
Recommended Action	It is recommended that the Board of Trustees accept the findings of the report.

Background Narrative:

Presented for the Board's review and consideration is the Accountability Reporting for Community Colleges report issued by the California Community Colleges Chancellor's Office in March 2012. The report's objectives are to make policymakers, local college officials, and elected boards aware of overall system and college-specific performance in seven areas of effort, and to inform the public about overall system performance.

Included in this report are the Riverside Community College District colleges' individual institutional responses to the report's findings. During the three most recent time periods under examination, RCCD was able to maintain or increase its level of performance on each of the seven accountability measures.

Prepared By: Ray Maghroori, Provost/Vice Chancellor, Educational Services
David Torres, Dean, Institutional Research

Attachments:

[Accountability Report](#)
[Accountability Report Presentation](#)

Accountability Reporting for the Community Colleges, 2012:

Executive Summary

Background: Accountability Reporting for the Community Colleges (or ARCC) is a set of performance indicators for the California Community Colleges (CCC). ARCC meets a legislative requirement that resulted from Assembly Bill 1417. As required by the Legislature, the CCC System Office produces this annual report and disseminates it so that every college can share it with its local board of trustees. The report's objective is to inform policymakers, local college officials, and elected boards of overall system performance and individual college performance in seven specific areas of effort.

A team of statewide college researchers, a panel of nationally recognized researchers on college performance, a statewide technical advisory workgroup, and staff at the Chancellor's Office created the ARCC. This is the sixth annual ARCC report and the present report was distributed to state government policymakers and the public at large in March 2012.

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

student progress and achievement (in the areas of)

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

and pre-collegiate improvement (in the areas of)

- basic skills
- English as a Second Language.

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

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

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

The 2012 report marks the first time ARCC has published separate reports for each of RCCD's colleges. Since most of the indicators are calculated over multiyear time periods, the majority of the measures presented appear to exist only for RCC. However, this is misleading as the RCC rates herein actually reflect district information, which is how the information was collected in previous years. Therefore, for indicators where only RCC data exists, the reader should interpret these findings as reflecting district level (RCCD) outcomes. [In graphics, these will be designated with the label "RCC(D)".]

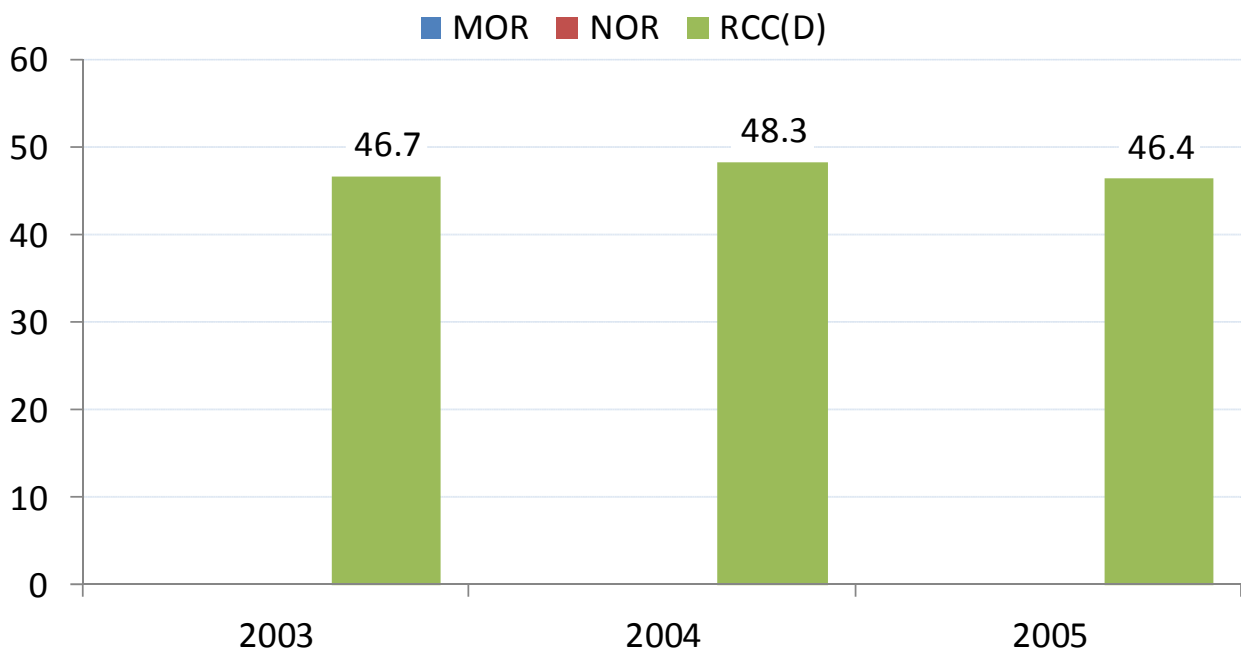
College Level Indicators for Riverside Community College District:

In the area of Student Progress and Achievement, for the first indicator **Degree/Certificate/Transfer**, data was provided that showed changes in the percentage of first-time students who showed "intent to complete"¹ and who achieved any of the following outcomes within six years: transfer to a four-year college, or earned an AA/AS, or earned a certificate of at least 18 units, or

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

achieved “Transfer Directed”² status or achieved “Transfer Prepared”³ status. On this measure, RCCD remained relatively stable with the three cohorts’ rates being 46.7%, 48.3% and 46.4%, for the cohorts starting in 2003, 2004 and 2005 respectively, as shown in Figure 1. (In this report, the term “relatively stable” is used when the differences between the highest and lowest measures is less than three percentage points.) As previously noted, data for this multi-year measure is only available for RCCD, but is included in RCC’s report.

Figure 1: Student Progress and Achievement Rate, by cohort

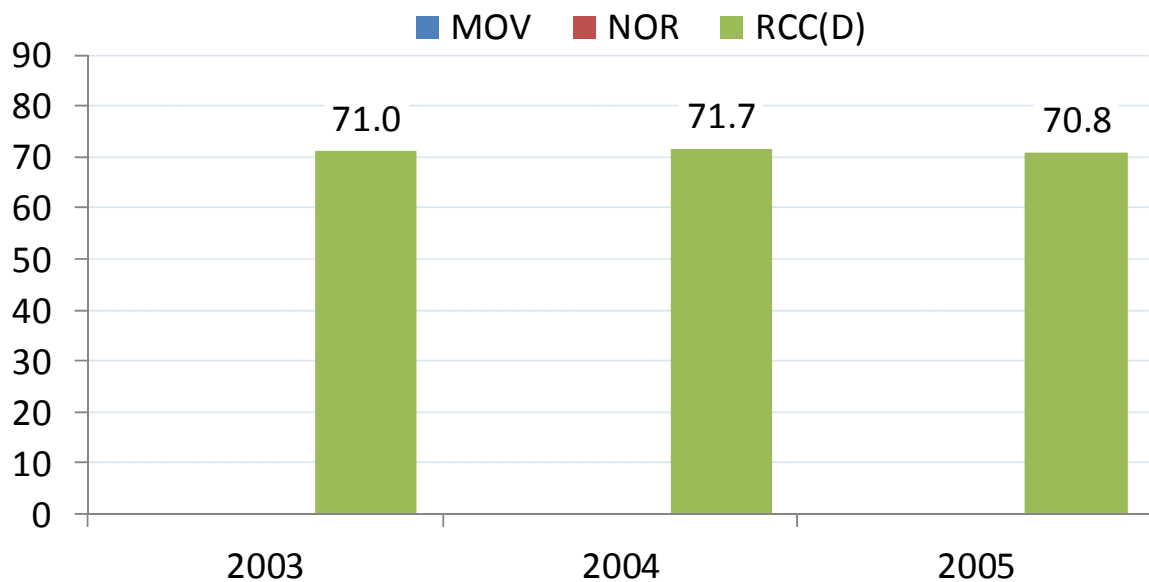


² “Transfer Directed” means a student successfully completed at least one transfer-level Math and English course.

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

For the second indicator, **Percent of Students Who Earned at Least 30 Units** (Figure 2), the percentage of first-time RCCD students who showed intent to complete and who earned at least 30 units while in the California Community College system held steady at 71.0%, 71.7% and 70.8% for the three sequential cohorts starting in fall 2003, 2004 and 2005, respectively.

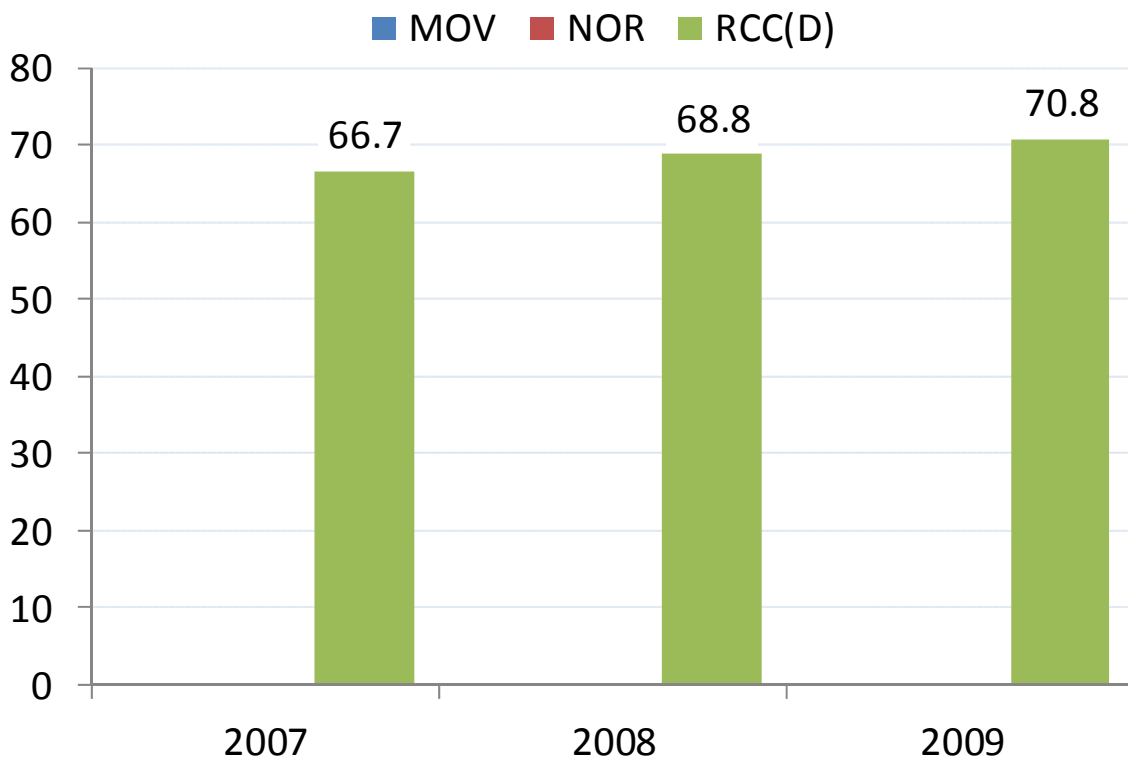
Figure 2. Percent of Students Who Earned at Least 30 Units, by cohort



On the third indicator, **Persistence Rate** (Figure 3), RCCD demonstrated modest, steady growth in the percentage of first-time students with a minimum of six units earned in a fall term and who returned and enrolled in the subsequent fall term anywhere in the California Community College System. These rates

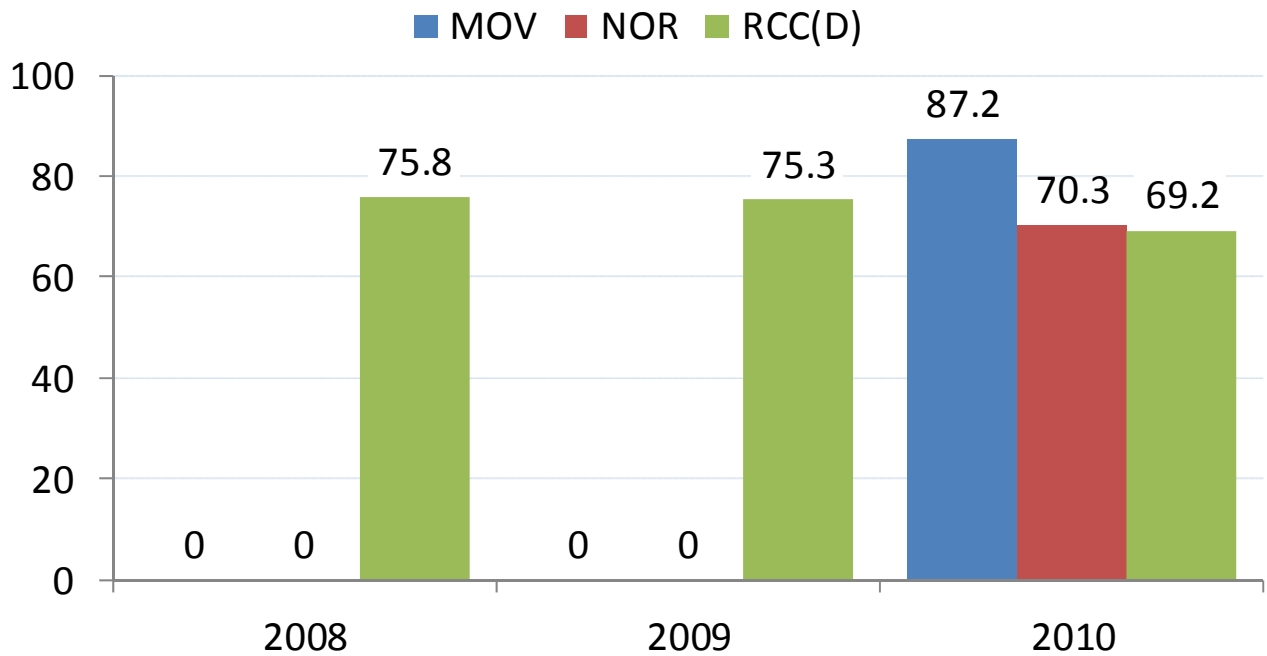
were 66.7%, 68.8% and 70.8%, for the fall 2007, 2008 and 2009 cohorts, respectively.

Figure 3. Persistence Rate, by cohort



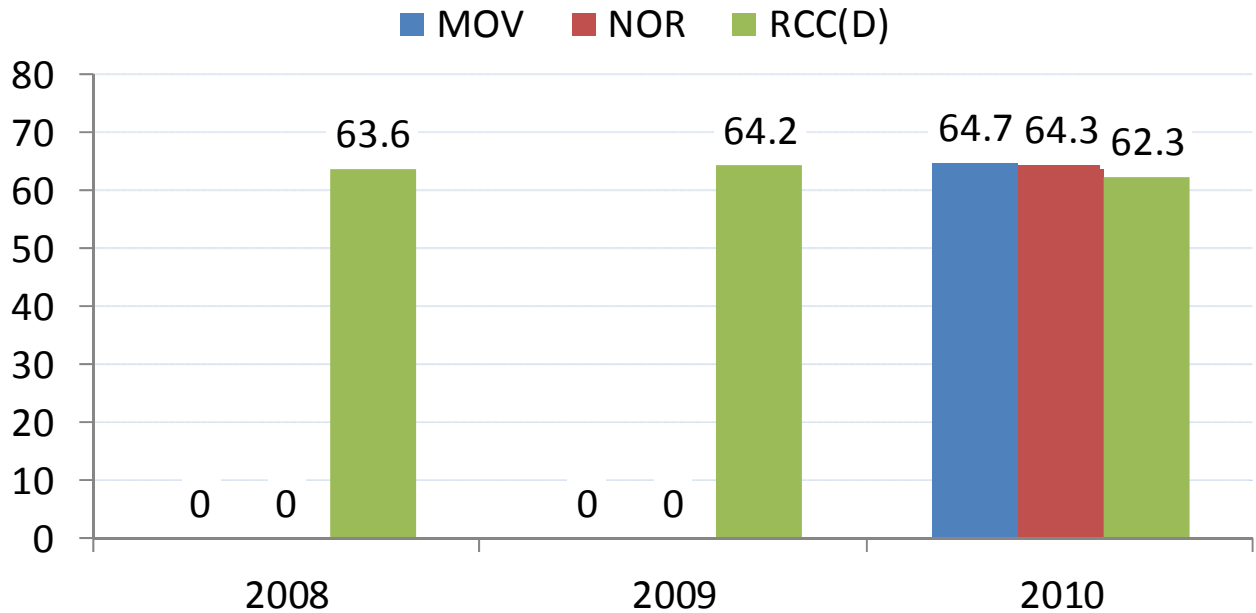
The **Annual Successful Course Completion Rate for Credit Vocational Courses** is one of the two indicators where recent year data is available for all three colleges. Figure 4 shows completion rates for the District in 2008 and 2009 and the individual college rates in 2010. The significantly higher success rate for Moreno Valley College is due to the inclusion of Ben Clark Training Center enrollments, which typically has notably higher success rates.

Figure 4. Annual Successful Course Completion Rate for Credit Vocational Courses



In the area of Pre-Collegiate Improvement (Basic Skills and ESL), the first measure is the **Annual Successful Course Completion Rate for Credit Basic Skills Courses** (Figure 5). Where only district rates exist for academic years 2008 and 2009, individual college rates are provided for 2010. The RCCD rates remained relatively stable at for 2008 and 2009 (at 63.6% and 64.2%, respectively), and even when examining the 2010 results, the individual colleges' rates are within 3 percentage points of each other.

Figure 5: Annual Successful Course Completion Rate for Credit Basic Skills Courses



The **Improvement Rates for Credit Basic Skills Courses** is a measure comprising two different rates: **ESL Improvement Rate** and **Basic Skills Improvement Rate**. Each of these indicators measure the proportion of students successfully taking a higher level ESL or Basic Skills course within a subsequent three year period.

The **ESL Improvement Rates** (Figure 6) for the cohorts starting in 2006, 2007 and 2008 steadily increased with rates of 45.2% to 48.8% to 51.2%, respectively. The **Basic Skills Improvement Rate** (Figure 7) remained relatively stable with rates of 63.0%, 62.9% and 61.9% for the cohorts starting in 2006, 2007 and 2008, respectively. (The present ARCC report also lists the **Enhanced**

Noncredit Progress and Achievement Rate, but since RCCD does not offer any of these types of courses, that table is left blank in the report.)

Figure 6: Improvement Rates for ESL Courses, by cohort

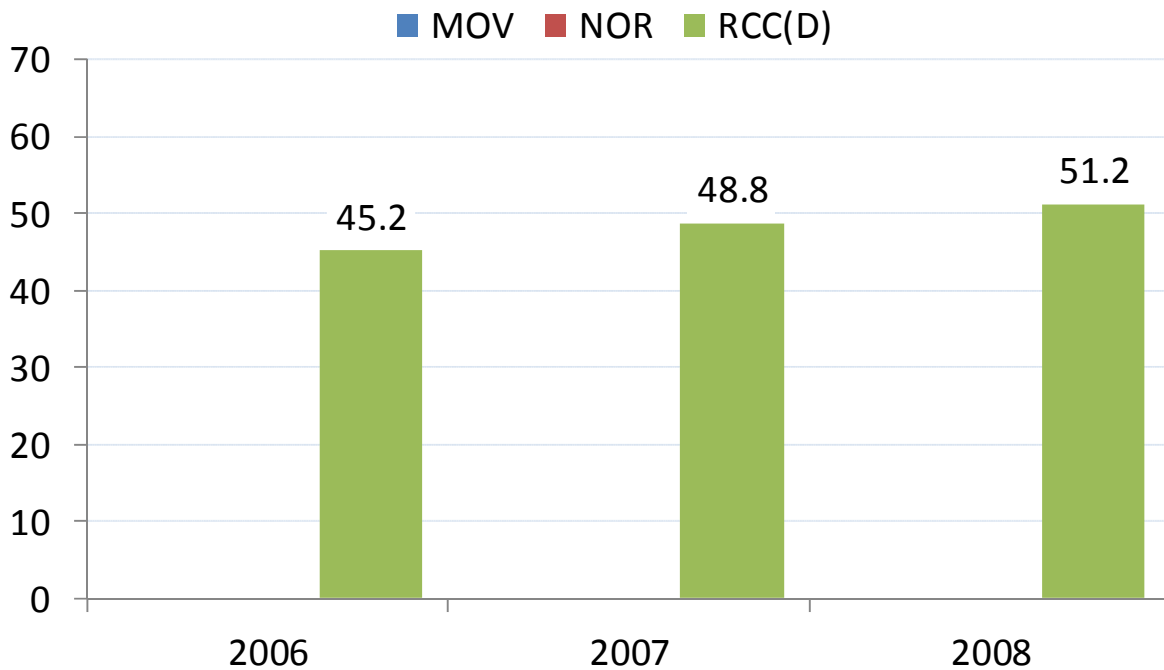
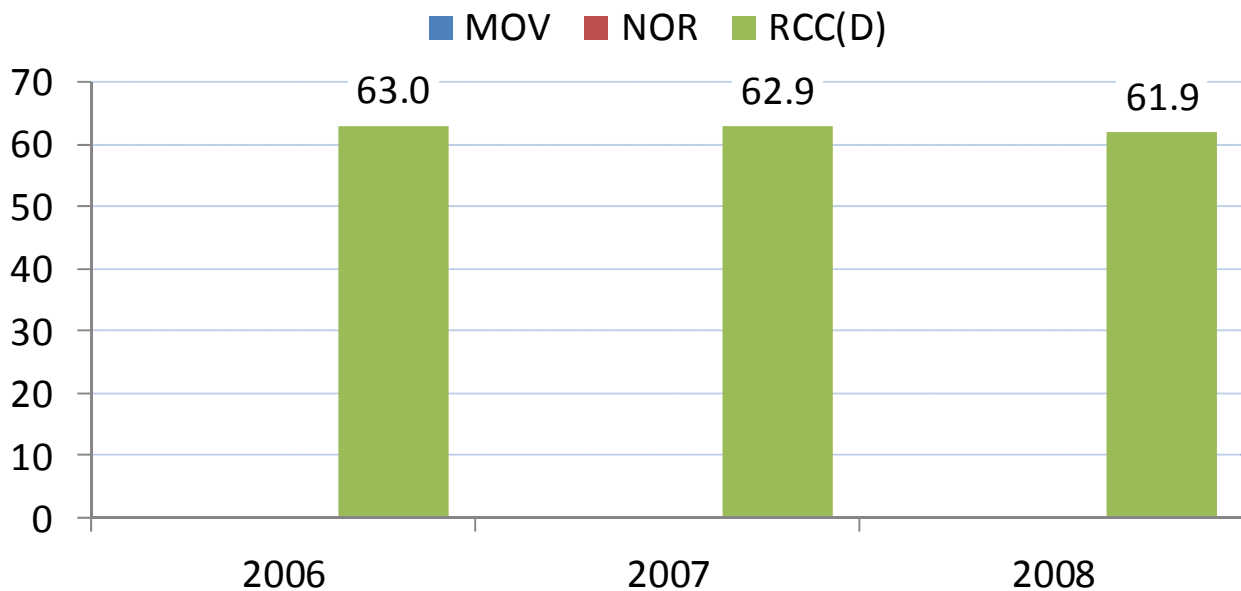


Figure 7: Improvement Rates for Basic Skills Courses, by cohort



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

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

care. The peer grouping has been the subject of considerable discussion, and arguably it has the potential to be the most misunderstood and misreported aspect of the report. To facilitate local planning and analysis, the 2012 peer groups are the same as they were in the 2009 ARCC report.

For six of the seven indicators, RCCD is within seven percentage points of their peer groups averages. For the indicator “Percent of Students Who Earned 30 or More Units,” RCCD had the lowest rate in its peer group.

RCCD Institutional Response: In fall 2011, prior to the final publication of the ARCC, the Chancellor’s Office released a draft of the report with the individual colleges’ measures. As a requirement of the ARCC, each RCCD college submitted an institutional response to provide further context for interpreting their institution’s statistics, and to emphasize local factors that may help to explain outcomes.

RCCD’s ARCC draft results were presented to different district and college constituencies (RCCD Executive Cabinet and all three college Academic Senates, among others), and the colleges composed and uploaded their institutional responses.

Each college's institutional response is included on the last page of their college report. The final version of the ARCC report was published by the Chancellor's Office in late March 2012.

Accountability Reporting for the Community Colleges, *2012 Report*

Riverside Community College District
Teaching & Learning Committee
October 2, 2012

David Torres, Dean
Institutional Research

Background

- Accountability Reporting for the Community Colleges (or ARCC) is a set of performance indicators for the California Community Colleges (CCC)
- The final report was published in March 2012
- Two level of analysis:
 - system wide performance
 - individual college performance
 - student progress and achievement
 - pre-collegiate improvement

Moreno Valley and Norco

- “Please note that two recently accredited colleges have been included in the ARCC 2012 report: Moreno Valley College and Norco College.”
- “This college level section includes data for each of the colleges in the system at the time of this report, although data for some earlier time periods *may be missing for the newer colleges.*”

3

2012 ARCC Report Timeline

2011			2012				2013	
OCT	NOV	DEC	JAN	FEB	MAR	APR-DEC	JAN-FEB	MAR
Oct 17: Formal data review period begins		Dec 2: Formal data review period ends		Feb 7: 2nd Draft with college profile, summary and peer groups released for institutional response writing	Mar 9: Institutional response due at CCCCCO			Mar 15: Deadline to present findings to Board of Trustees
					Mar 30: Final 2011 ARCC Report released			

4

■ When will Moreno Valley and Norco colleges have complete outcomes available?

ARCC Report Year	2001	2002	2003	2004	2005	2006	2007	2008	2009	MVC / NC	2010	2011	2012	2013	2014	2015	2016	2017	2018	
2010	S	Year 1			E															
2010		S	Year 2		E															
2010			S	Year 3			E													
2011		S	Year 1		E															
2011			S	Year 2			E													
2011				S	Year 3			E												
2012			S	Year 1		E														
2012				S	Year 2			E												
2012					S	Year 3		E												
2013			S	Year 1			E													
2013				S	Year 2			E												
2013					S	Year 3			E											
2014				S	Year 1		E													
2014					S	Year 2			E											
2014						S	Year 3			E										
2015					S	Year 1		E												
2015						S	Year 2			E										
2015							S	Year 3			E									
2016						S	Year 1		E											
2016							S	Year 2			E									
2016								S	Year 3			E								
2017								S	Year 1		E									
2017									S	Year 2			E							
2017										S	Year 3			E						
2018									S	Year 1		E								
2018										S	Year 2			E						
2018											S	Year 3			E					
2019										S	Year 1		E							
2019											S	Year 2			E					
2019												S	Year 3			E				

5

RCCD's College Level Indicators: Student Progress and Achievement Rate



Percentage of first-time students who showed intent to complete and within six years:

- transferred to a four-year college or
- earned an AA/AS or
- earned a Certificate (18 units or more) or
- achieved "Transfer Directed" status or
- achieved "Transfer Prepared" status

6

RCCD's College Level Indicators:

Percent of Students Who Earned at Least 30 Units



Percentage of first-time students who showed intent to complete and within six years:

- earned at least 30 units
- while in the California Community College System

7

RCCD's College Level Indicators:

Term to Term Persistence Rate



Percentage of first-time students with:

- a minimum of six units earned in a Fall term, and
- returned and enrolled in the subsequent Fall term
- anywhere in the system.

8

RCCD's College Level Indicators:

Annual Successful Course Completion Rate for Credit Vocational Courses



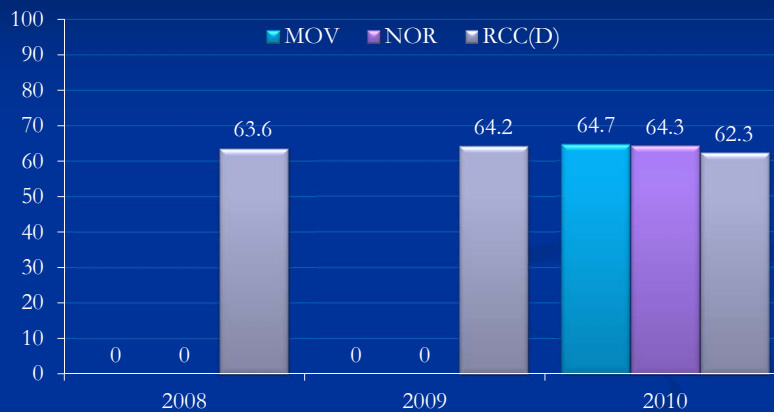
Percentage of student enrollments:

- in credit-based classes and
- courses coded as "Clearly / Adv. Occupational" or higher
- where students earned an A, B, C or CR grade

9

RCCD's College Level Indicators:

Annual Successful Course Completion Rate for Credit Basic Skills Courses



Percentage of student enrollments:

- in credit-based classes and
- courses coded as "Basic Skills"
- where students earned an A, B, C or CR grade

10

RCCD's College Level Indicators: Improvement Rates for ESL Courses

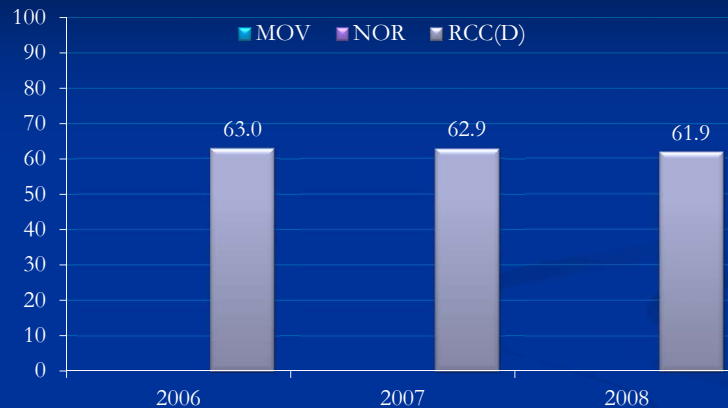


Percentage of students who:

- successfully completed the initial ESL course and
- successfully completed a higher-level course in the same discipline
- within three academic years

11

RCCD's College Level Indicators: Improvement Rates for Credit Basic Skills Courses

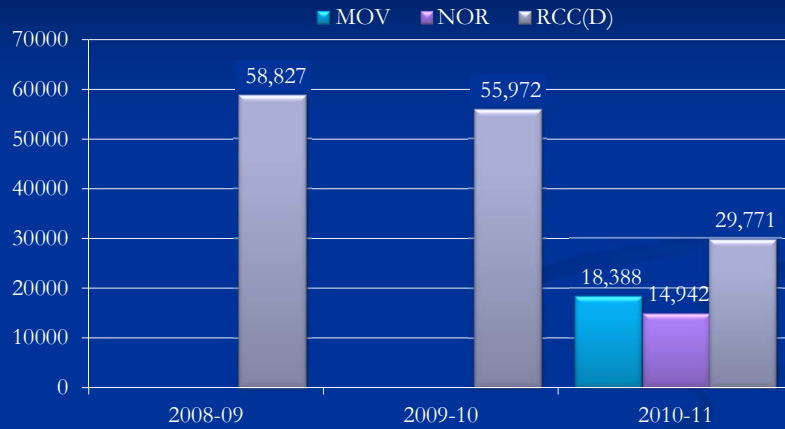


Percentage of students who:

- successfully completed the initial basic skills course and
- successfully completed a higher-level course in the same discipline
- within three academic years

12

RCCD's College Level Indicators: Annual Headcount

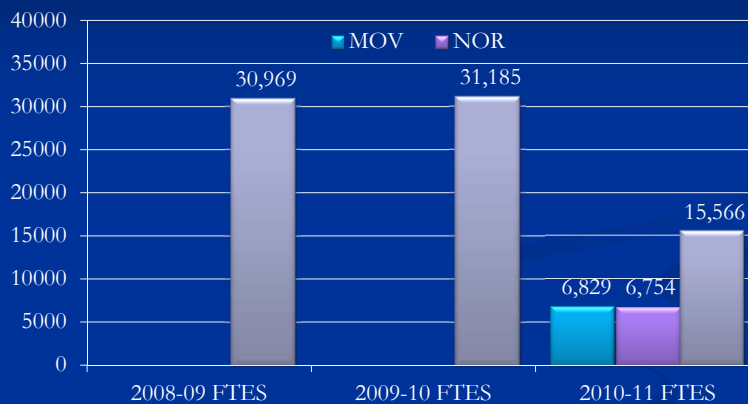


Data Sources:
Annual Unduplicated Headcount:
Chancellor's Office Management Information System (COMIS)

Full-Time Equivalent Students (FTES): Chancellor's Office, Fiscal Services 320 Report.

13

RCCD's College Level Indicators: Annual FTES

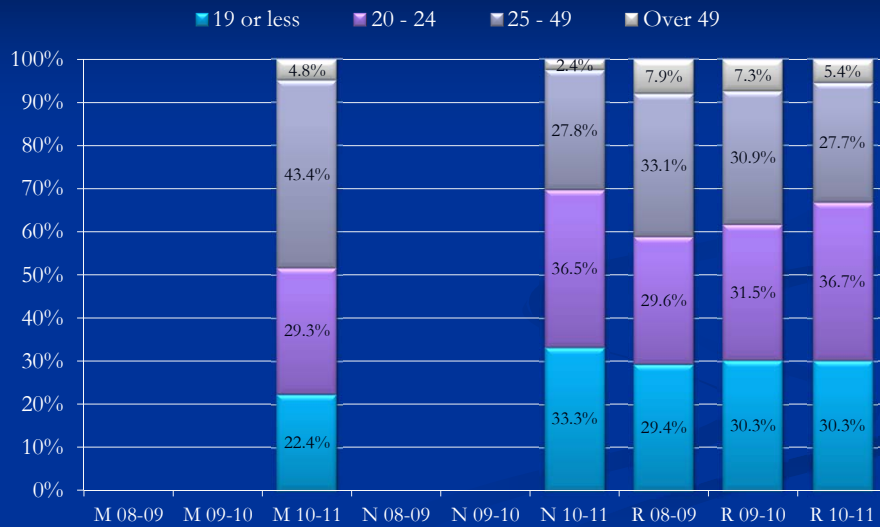


Data Sources:
Annual Unduplicated Headcount:
Chancellor's Office Management Information System (COMIS)

Full-Time Equivalent Students (FTES): Chancellor's Office, Fiscal Services 320 Report.

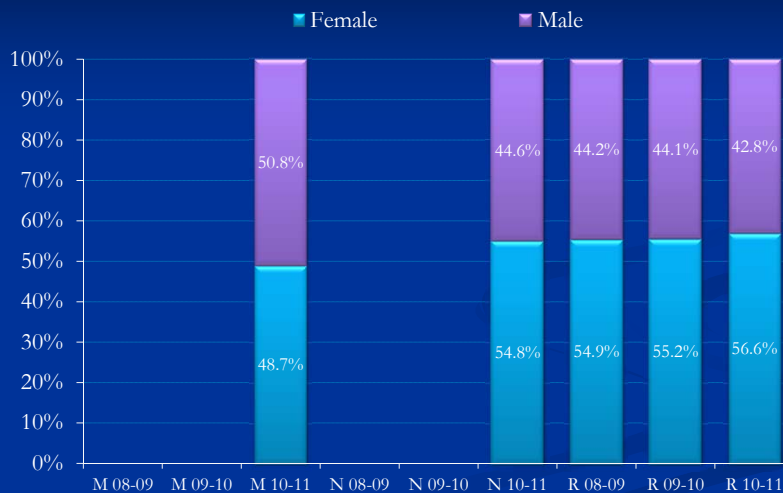
14

RCCD's College Level Indicators: Student Age (*in percentages*)



15

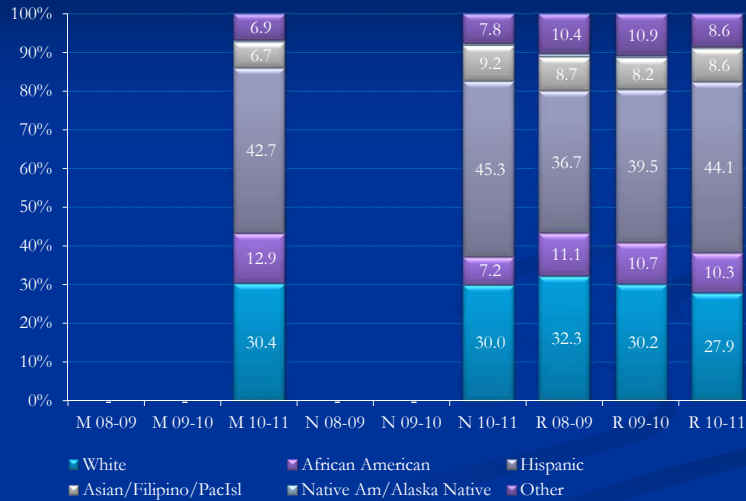
RCCD's College Level Indicators: Student Gender* (*in percentages*)



*Students reporting gender as "Unknown" are not included.

16

RCCD's College Level Indicators: Student Ethnicity (*in percentages*)



17

RCCD's College Level Indicators: Peer Grouping

- The Chancellor's Office created "peer group colleges" in an attempt to "level the playing field".
- For every college-level indicator, there are external factors beyond the control of the college that affect its performance on that indicator.
- Colleges were grouped as "peers" based on the statistical magnitude that these external factors had on each college-level indicator.

18

RCCD's College Level Indicators:

Peer Grouping: Transfer Example

- **Transfer rates are affected by external factors:**
 - level of academic preparedness of student body
 - distance to nearest UC/CSU
 - income levels of service areas
 - percentage of older students served

- **Colleges with similar levels on all these factors and would be classified together as “peers”.**

19

RCCD's College Level Indicators:

Peer Grouping: Issues to Consider

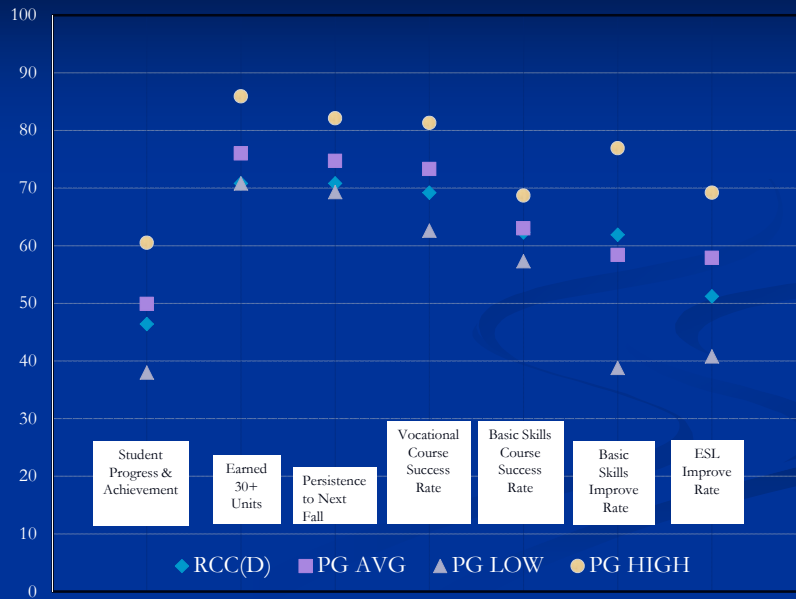
- **Peer grouping was statistically derived**
 - does not necessarily reflect any traditional, intuitive grouping method

- **Since each indicator is affected by different external factors, each college is assigned to different peer groups for each indicator**
 - RCC has no single peer college for each indicator

- **Peer grouping is intended to provide a more equitable context for interpreting college performance**
 - College to college comparisons are not encouraged

20

RCCD's College Level Indicators: Peer Grouping: Summary



21

ARCC: Institutional Response

- Sharing the draft ARCC findings
 - various district and college groups

- Institutional Response
 - Inform and encourage feedback
 - Each college created their own response

22

ARCC: In 25 Words or Less...

- On each of the seven ARCC performance measures, RCCD has either maintained or increased its score for the most recent three cohorts of data.

23

Accountability Reporting for the Community Colleges, *2012 Report*

end of slide show

Riverside Community College District
Teaching & Learning Committee
October 2, 2012

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Agenda Item (VIII-D-1)

Meeting	10/16/2012 - Regular
Agenda Item	Committee - Resources (VIII-D-1)
Subject	Tentative Project Budget and Borrowing of Measure C Funds for Science Technology Engineering and Mathematics Center Renovation Project
College/District	Norco
Funding	Title III STEM Grant and College Allocated Measure C Funds
Recommended Action	It is recommended the Board of Trustees approve: (1) the Science Technology Engineering and Mathematics Center Renovation project at the Norco College; (2) a project budget in the amount of \$1,207,083; and (3) borrowing of Measure C funds in the amount of \$762,369 for the STEM Center Renovation Project while awaiting annual reimbursement from the Department of Education.

Background Narrative:

Norco College was successful in obtaining a Title III Science, Technology, Engineering and Mathematics (STEM) grant beginning the 2011-12 academic year. The purpose of the grant is to develop STEM degrees that articulate to four-year institutions and increase enrollment and success rates of Hispanic and low income students.

One of the objectives of the grant is to establish a STEM Center that includes study spaces, a computer lab, and classroom space to support STEM students. The center will also serve as the facility for all MESA (Mathematics, Engineering, Science, Achievement) Program services and activities.

The Norco College Strategic Planning Process has determined the most cost effective way of achieving this objective is to renovate the unused portion of the Early Childhood Education Center (ECEC) to create a STEM Center. The approved grant budget includes the use of \$1,207,083 to remodel the unused space in the ECEC into a STEM Center. The \$1,207,083 budget allocated in the STEM Grant is awarded over a five-year period. Years 1 and 2 of the construction budget have been released in the amount of \$444,714. The remaining construction budget in the amount of \$762,369 (for years 2 through 5) will be released annually over the remaining term of the grant. To ensure that the renovation project stays on track and the objectives of the grant are met, it is therefore requested that the board approve the borrowing of Measure C funds in the amount of \$762,369 to complete the remodel. This borrowed amount will be repaid by the Department of Education through reimbursement requests over the next three years of the grant.

Additional funding may become available if the Department of Education approves Norco College's request to redirect first year carry forward funds towards construction costs. The grant's fiscal year is from October 1 through September 30 of each year. At this time, potential carry forward monies are not included in this proposal, as they have not yet been approved as part of the construction budget. Norco College has also secured the approval from the granting agency to use grant funds to remodel noninstructional spaces, such as restrooms, if deemed necessary to effectively use the building as a

STEM Center. Grant funds may also be used to purchase instructionally related furniture and equipment for the STEM Center.

STEM Proposal attached for the Board's review and consideration.

Prepared By: Paul Parnell, President, Norco College

Gus Ocegüera, Associate Dean, Grants & College Support Programs/Proj Dir

Laurens Thurman, District Consultant

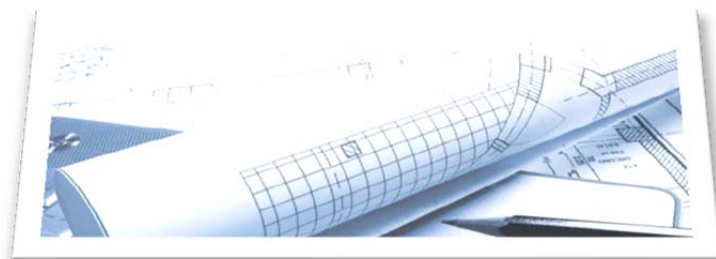
Orin Williams, Associate Vice Chancellor, Facilities Planning & Development

Attachments:

[20121016_STEM Proposal](#)



Early Childhood Education Center Proposal



Submitted By:

Gustavo Ocegüera

Associate Dean, Grants and College Support Programs

&

Lorena Patton

Director, Title III STEM Grant

Background

This proposal is to repurpose the unused space in the Early Childhood Education Center (ECEC) to establish a Science, Technology, Engineering & Math (STEM) Educational Center.

The Federal Department of Education awarded Norco College a five-year, Title III, STEM grant in October of 2011. The primary purpose of the grant is to create 2+2 STEM-related academic programs to increase Hispanic and low-income student transfers to 4-year postsecondary institutions. Norco College STEM Faculty will develop articulation agreements with nearby universities to improve the transfer process. One of the objectives of the grant is to develop a Mathematics, Engineering, & Science Achievement (MESA) program to support students pursuing careers in STEM. MESA will provide participants with academic counseling, tutoring, mentoring by faculty, and student success workshops.

The grant also provides construction funds to establish a STEM Center to support MESA activities and supplemental instruction. The STEM Center would include open labs for students to work on projects outside of class; access to technologies such as computers and lab equipment; participate in tutorial and supplemental instruction (SI) sessions; career and academic advisement; and gathering space for student activities. In the proposal, it was stated that the center would be built adjacent to the Science and Technology Building to increase and enhance science facilities. Fortunately, Measure C Funds and secondary effects planning allowed Norco College to upgrade its existing science facilities and therefore, it is no longer necessary to include additional science labs in the STEM Center. However, Norco College still has an obligation to establish a center to support STEM-related educational activities. To meet this obligation, we propose to renovate the unused ECEC space to establish a STEM Center that would include the components listed below:

STEM Center Instructional Components

Description	Quantity	Square Footage	Total Square Feet
Enclosed Small Group Study Rooms	6	100	600
Open Lounge/Gathering Space/ Computer Lab	1	1,000	1,000
Enclosed Library/ Resource Center	1	100	100
Work Room (copier, printers, etc.)	1	80	80
Smart Classroom for iPad Technology (capacity-30)	1	1,000	1,000
		Total	3,040

Funding Availability & Timeline

The approved grant budget allocates a total of \$1,207,083 for construction/renovation over a five-year period. Annual grant funding allocations is as follows:

Year 1	2011-2012	\$ 190,591
Year 2	2012-2013	\$ 254,123
Year 3	2013-2014	\$ 254,123
Year 4	2014-2015	\$ 254,123
Year 5	2015-2016	<u>\$254,123</u>
	Total	\$1,207,083

Additional funding may become available if the Department of Education approves for Norco College to redirect first year carry forward funds towards construction costs. The grant's fiscal year is from October 1 through September 30 of each year.



Agenda Item (VIII-D-2)

Meeting	10/16/2012 - Regular
Agenda Item	Committee - Resources (VIII-D-2)
Subject	Project Budget, Borrowing of Measure C Funds, and Agreement with UTC Power Corporation for Fuel Cell Installation Project
College/District	Norco
Funding	College Allocated Measure C and Public Utility Commission Self-Generation Incentive Program Funds
Recommended Action	It is recommended that the Board of Trustees approve: (1) a project budget in the amount of \$3,110,000;(2) borrowing of Measure C funds in the amount of \$450,000; and (3) a contract in the amount of \$2,896,400 with UTC Power Corporation.

Background Narrative:

In accord with the Board of Trustees's goal of reducing energy use to save general funds and pursue alternate energy opportunities, on October 18, 2011, the Board approved the expense of \$10,000 to make an application to the Public Utility Commission's (PUC) Self-Generation Incentive Program (SGIP). On July 17th notice was received that the SGIP incentive was awarded for the installation of a fuel cell at Norco College. The proposed project budget for the fuel cell is \$3,110,000. Staff also requests approval of a project budget allocation from Measure C Program Contingency to fund \$2,200,000 of the project. The SGIP will provide a grant incentive in the amount of \$900,000 toward the project's total budget.

Of this \$900,000 SGIP incentive, half (\$450,000) will be paid up front. The incentive remainder will be paid out by the PUC over the next five years as savings are realized. The PUC requires this disbursement to ensure projects are completed and maintained for the five years as required by the SGIP terms. It is requested the Board approve the borrowing of \$450,000 from Measure C funds to be repaid over the next four years at \$106,875 per year with a final payment of \$22,500 in the fifth year. The installation of the fuel cell will result in a net savings of over \$300,000 per year for Norco College's general fund.

Approval is also requested for the attached contract with UTC Power Corporation, based on the bid exemptions set forth in Government Code Section 4217.10-4217.18, for the purchase and installation of a Purecell Model 400 fuel cell in the amount of \$2,896,400.

Prepared By: Paul Parnell, President, Norco College
David Bobbitt, Interim Vice President, Business Services (MVC/NC)
Laurens Thurman, District Consultant
Orin Williams, Associate Vice Chancellor, Facilities Planning & Development

Attachments:

[10162012_SGIP Reservation Letter](#)
[10162012_Project Budget Summary](#)
[10162012_Energy Savings Summary](#)
[10162012_UTC Power Contract](#)

[External Sender] SGIP : Conditional Reservation Letter, Laurens Thurman [SCE-SGIP-2011-0300]

SGIPGroup@sce.com [SGIPGroup@sce.com]

You forwarded this message on 8/21/2012 8:46 AM.

Sent: Tuesday, July 17, 2012 1:37 PM

To: Thurman, Laurens

July 17, 2012

Attn: Laurens Thurman
Norco College
2001 Third St.
Norco, CA 92860-2600

RE: SGIP11-0300 – “Norco College” 2001 Third St – Conditional Reservation Notice Letter (Please reference this number with all correspondence)

Dear Mr. Thurman:

Your application is conditionally approved and an incentive of **\$900,000 (400 kW @ \$2.25/Watt)** is conditionally reserved pending your submittal, and our approval, of the Proof of Project Milestone submittal. You will be installing a **400 kW** fuel cell system operating on non-renewable fuel, and your eligible project cost is **\$3,732,026**. Please use this Reservation Number on all future correspondence.

Net generator output meters are required for all SGIP installations. Metering requirements can be found in Section 11 of the 2011 SGIP Handbook. All forms and interim changes to the SGIP Handbook, as they are added to the program, can be found on the SCE website at www.sce.com/sgip.

A copy of your RFP is due on or before **September 15, 2012**, and your full Proof of Project Milestone submittal is due on or before **March 14, 2013**. If these materials are not received by their due date the reservation will be cancelled. See the required Proof of Project Milestone information outlined in Section 3 of the 2011 SGIP Handbook. The 2011 Handbook is available on SCE's website at <http://www.sce.com/b-rs/sgip/self-generation-incentive-program.htm> under 2011 Handbook and Forms. No extensions will be granted.

If you have any questions, please call our support line, (866) 584-7436 or send an email to SGIPGroup@sce.com.

Sincerely,

Program Manager
Self-Generation Incentive Program

FUEL CELL INSTALLATION PROJECT

Project Budget Summary

Proposed Project Budget:

❖ SGIP Application	\$10,000
❖ Equipment Installation	\$2,896,400
❖ Connection fees and taxes	\$103,600
❖ Contingency	\$100,000
❖ Project Budget	\$3,110,000

Proposed Funding Sources:

❖ SGIP Incentive	\$900,000
❖ Measure C Contingency	\$2,210,000
❖ Total Funds	\$3,110,000

FUEL CELL INSTALLATION PROJECT

Energy Savings Summary

Current Norco electrical bill last 12 months \$465,300.73 using 3,230,000 kWh

Rate increase:

Approved Edison rate increase raise this to \$480,268.62 same energy usage
 (Edison new rates start with August 2012 bill)

During these 12 months Norco has had buildings offline due to Secondary Effects, lowering the actual electrical usage. As of July 2012 Secondary Effects is complete and all of those buildings are online. In addition, the Operations Center will become operational April 2013. Neither are included in the last 12 months bills. When all buildings are online the estimated cost would have been:

\$589,685.07 using 3,965,726 kWh

Since the fuel cell will be operational about the same time Norco College has all buildings operational all savings are calculated based on that usage.

The fuel cell generates 400kW of electricity by converting lower cost natural gas into electricity.

United Technologies estimates the fuel cell will generate 2,724,386 kWh of electricity (reviewed by Southern California Edison). The actual savings are based on the hour of the day (peak, mid-peak or off-peak) as our pricing structure from Edison depends on time of use (TOU) as well as time of the year, summer having the highest rates.

A rate increase will take effect with the August 2012 bills. It increases significantly the cost per kWh during peak summer use. The fuel cell would allow Norco College to switch to a TOU-8R rate that reduces or eliminates demand charges.

The fuel cell project also includes a 42 ton absorption chiller that runs off of the waste heat of the fuel cell. This allows Norco College to not turn on the inefficient air-cooled chillers until demand exceeds 42 tons. When heat is required, the waste heat from the fuel cell is added to the hot water loop normally heated by the boilers.

Based on an analysis of monthly bills (a 75x80 cell spreadsheet) the energy savings generated by the fuel cell would be:

The UTC contract includes fuel cell and all installation costs. There will be some added costs for Edison and So Cal Gas fees and taxes on equipment portion. The service contract is all-inclusive. Our maintenance staff will not have any added duties. Fuel Cell is warranted for 10 years.

Savings of electrical use:	\$368,070
Savings due to change from TOU-8B to TOU-8R rate	\$27,059
Avoided chiller costs	\$120,000
Avoided Heating costs	\$18,467
Added Natural Gas Costs (fuel cell fuel)	-\$141,661
Cost of Service Contract	-\$79,000
NET SAVINGS	\$313,835/year
Fuel Cell and Installation:	\$2,896,400
SGIP Incentive	\$900,000
Net Costs (not including utility & tax charges)	\$1,996,400
Estimated Budget including utility and tax charges	\$2,100,000
Simple payback (\$1,996,400/\$313,835)	6.36 years
Simple payback (\$2,100,000/\$313,835)	6.69 years
The payback time is reduced further when projections of future electrical costs are taken into account.	

Savings were also calculated by Southern California Edison as part of the application process. That estimate included escalating costs of electricity and found a payback time of 5.7 years. That estimate did use the actual ASF of the buildings Norco College will have operational in April 2013.

Neither estimate considered any future construction including the Norco projects on the Five-Year Capital Construction Plan approved by the Board of Trustees. If either of those buildings are constructed, savings will be larger than projected.

PURECELL[®] SYSTEM MODEL 400
EQUIPMENT, INSTALLATION AND SERVICES CONTRACT
FOR
NORCO COLLEGE
2001 THIRD STREET, NORCO, CA



PURECELL[®] SYSTEM MODEL 400

Prepared by:

*UTC Power Corporation
195 Governor's Highway
South Windsor, CT 06074*

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EQUIPMENT, INSTALLATION AND SERVICES CONTRACT
GOLD SERVICE LEVEL

This EQUIPMENT, INSTALLATION AND SERVICES CONTRACT (the "Contract") is made and entered into as of the last date of execution hereof by and between UTC Power Corporation, having an office and place of business in South Windsor, Connecticut (hereinafter referred to as "UTC Power") and Riverside Community College District, on Behalf of Norco College having an office and place of business at 2001 Third St., Norco, CA (hereinafter referred to as "Customer"). Customer and UTC Power are hereinafter referred to collectively as "Parties".

PROJECT LOCATION; LOCATION OF SERVICES; THE "SITE": 2001 Third St., Norco, CA 92860

SHIPPING LOCATION (If Different from Site): Same as site

DELIVERY TERMS: FCA, South Windsor, CT

DELIVERY DATE: Month/year to be finalized at signature

EQUIPMENT, INSTALLATION AND THE "WORK"

UTC Power shall provide and install the equipment described on the Bill of Materials attached as Appendix A hereto (the "Equipment") and perform the start-up services described in the Statement of Work attached as Appendix B hereto (the "Start-Up Services"), all in accordance with the terms of this Contract, Appendices A & B, and any and all other documents expressly incorporated herein by reference. The term "Work" shall mean all Start-Up services performed hereunder except for the performance of any warranty services.

THE MAINTENANCE SERVICES AND REPLACEMENT PARTS - POST COMMERCIAL OPERATION DATE

UTC Power shall perform the maintenance services described in the Scope of Services attached as Appendix C hereto (the "Maintenance Services"), in accordance with the terms of this Contract and any and all other documents incorporated herein by reference expressly applicable to Maintenance Services.

THE EQUIPMENT AND INSTALLATION CONTRACT PRICE AND TAXES

The price for the Equipment and Installation is \$2,896,400 (the "Contract Price"), subject to additions and deductions authorized pursuant to this Contract. Customer shall pay UTC Power, in addition to the Contract Price, any and all taxes (except for income taxes) and fees which may be imposed by any government authority arising from the sale, delivery, or subsequent use of the goods sold or otherwise under this Contract, and for which UTC Power may be held responsible for collection or payment, either on its own behalf or that of Customer; such taxes shall be invoiced as a separate line item from the Contract Price.

Is Equipment for resale? Yes or No
If Yes, Customer must provide Resale Certificate.

Is Customer a tax-exempt entity? Yes or No
If Yes, Customer must provide Certificate of Tax-Exemption.

THE MAINTENANCE SERVICES PRICE

The annual payment for the Maintenance Services in the first year of the Term shall be \$91,000, and the total price for Maintenance Services during the Term shall be \$1,043,213 (the "Maintenance Services Price"), subject to additions and deductions authorized pursuant to this Contract. The Maintenance Services Price payment schedule is as follows:

<u>Year</u>	<u>Annual Payment</u>	<u>Year</u>	<u>Annual Payment</u>
1	\$91,000	6	\$105,494
2	\$93,730	7	\$108,659
3	\$96,542	8	\$111,919
4	\$99,438	9	\$115,276
5	\$102,421	10	\$118,734

In addition to the Maintenance Services Price, Customer shall be responsible for costs associated with Unscheduled Maintenance, pursuant to Appendix D attached hereto.

TERM OF MAINTENANCE SERVICES

The Maintenance Services shall become effective upon the Commercial Operation Date as defined in the Standard Terms and Conditions (the "Effective Date") and shall continue for a ten (10) year term (the "Term"). Any delay in the Commercial Operation Date of more than six (6) months, not caused by UTC Power, may result in an adjustment to the Maintenance Services Price.

NOTICES

Address all notices, which shall be made in the English language, by certified mail, return receipt requested, or by facsimile to:

UTC POWER:

UTC Power Corporation
195 Governor's Highway
South Windsor, CT 06074 U.S.A.
Attention: Counsel
Facsimile: (860) 353-6308

CUSTOMER:

Norco College
2001 Third Street
Norco, CA 92860
Attention: Laurens Thurman
Facsimile: (951) 372-7188

ACKNOWLEDGEMENT

This Contract, including the Bill of Materials, Statement of Work and Scope of Services attached hereto and each attachment and other document appended hereto and expressly incorporated herein, if any, shall be the binding agreement between the Parties upon the execution hereof by an authorized representative of each of the Parties.

Acknowledged in Duplicate by:

UTC POWER CORPORATION:

By: _____
Name: _____
Title: _____
Date: _____

CUSTOMER:

By: _____
Name: James L. Buysse _____
Title: Vice Chancellor, Administration and Finance
Date: _____

STANDARD TERMS & CONDITIONS

INVOICING SCHEDULE FOR EQUIPMENT, INSTALLATION AND START-UP SERVICES

Upon Contract execution:	First payment 30% of Contract Price
Upon first delivery of the Equipment:	Second payment 50% of Contract Price (totaling 80% of the Contract Price)
Upon completion of installation:	Third payment 10% of Contract Price (totaling 90% of the Contract Price)
Upon completion of Commercial Operation Date checklist:	Final payment 10% of Contract Price (totaling 100% of the Contract Price)

The first payment of the Contract Price is nonrefundable. In the event that Customer seeks to cancel or to terminate its obligations hereunder, Customer shall pay to UTC Power all of UTC Power's engineering design costs incurred as of such date and all of UTC Power's out-of-pocket costs, including any restocking or other charges owed to any supplier, as well as any lost profit of UTC Power. The foregoing rights are not in lieu of, but shall be in addition to, any other rights that UTC Power may have at law or in equity. UTC Power reserves the right to amend the invoicing schedule and payment terms and/or require pre-payment, letter of credit or other alternative method of payment, if UTC Power determines, in its sole discretion that Customer's financial condition at any time does not justify continuance of the invoicing schedule and payment terms contained herein.

INVOICING SCHEDULE FOR MAINTENANCE SERVICES

UTC Power shall invoice Customer for the year one annual payment for Maintenance Services promptly after the Effective Date, and for each subsequent annual payment during the Term on the anniversary of the Effective Date. Customer shall pay UTC Power, in addition to the Maintenance Services Price, any and all taxes (except for income taxes), fees or added expenses resulting from new legislation, customs, duties or other charges which may be imposed by any government authority arising from the performance of the Maintenance Services, or otherwise under this Contract, and for which UTC Power may be held responsible for collection or payment, either on its own behalf or that of Customer.

Is Customer a tax-exempt entity? Yes or No If Yes, Customer must provide Certificate of Tax-Exemption.

INVOICING:

Invoices to the Customer shall be addressed as follows and invoices shall be deemed received on the date transmitted electronically by UTC Power or, if sent by US Postal Service, three (3) business days after mailing:

Norco College
2001 Third Street
Norco, CA 92860
Attention: Laurens Thurman
Telephone: (951)372-7157
Facsimile: (951)372-7188

PAYMENT TERMS:

All payments made to UTC Power shall be made in U.S. dollar funds by wire transfer of immediately available funds or by check in the required remittance amount without discount to a U.S. bank designated by UTC Power for credit to UTC Power's account. If payment is made by check Customer shall send the check to:

Regular Mail

UTC Power Corporation
Dept. CH 10788
Palatine, IL 60055-0594

Overnight Mail

Mellon Financial
5505 Cumberland Ave. Suite 307
Chicago, IL 60656-1471
Attn: Lockbox Supervisor
UTC Power Corporation – CH10788
Phone: (773) 763-5631

If the payment is made by wire transfer, Customer shall transfer funds to UTC Power's account at:

Mellon Financial Corp
Mellon Client Service Center
500 Ross Street
Pittsburgh, PA 15262-0001
Acct #: 121-1205
ABA Routing # (U.S.): 043000261
Swift # (International): MELNUS3P

Payment terms are net thirty (30) days of invoice date and each payment will accrue interest from the date it is due until the date it is received by UTC Power, at a rate of 1.5% per month. In no event shall this interest be deemed to be a penalty but shall be solely construed as an administrative charge to UTC Power arising out of Customer's late payment. Customer shall reimburse UTC Power for any expenses, including reasonable attorneys' fees, incurred in collecting any overdue payments, and in no event shall the payment hereunder exceed any applicable federal or state usury laws. UTC Power shall submit invoices for payment to Customer at the address indicated under the section herein entitled NOTICES, if any, or as otherwise directed in writing by Customer.

Except as otherwise provided in this Contract, including the Statement of Work and "Changes or Extras" provision, the prices set forth in the Contract Price are firm, provided that if Customer delays or requests a delay in delivery of the Equipment from the agreed upon Delivery Date, then Customer agrees to pay UTC Power any increased costs that it incurs from third parties based on such delay, including any storage and rigging fees, and any price increases from suppliers of the Equipment or any services under this Contract. Delays caused by a third party (specifically including Southern California Edison) are not to be deemed caused by the Customer. If Customer delays or requests a delay in delivery of the Equipment from the agreed upon Delivery Date, UTC Power reserves the right to deliver the Equipment to either the Site or such other location designated in writing by Customer.

UTC Power reserves the right to discontinue the Work at any time when payments are overdue, until all payments due to UTC Power shall have been made, pursuant to the terms herein. Nothing shall serve to void or reduce UTC Power's entitlement to payment for Work properly performed or the Equipment. Further, if at any time upon reasonable evidence UTC Power is insecure with respect to Customer's ability to perform Customer's obligations hereunder, UTC Power may give notice to Customer to provide timely and reasonable further assurance of Customer's ability to perform. If assurances satisfactory to UTC Power are not forthcoming promptly, UTC Power reserves the right at UTC Power's option to discontinue the Work or to terminate this Contract. Customer agrees that UTC Power shall have the right to remove the Equipment from the Site at Customer's cost and take possession and title to the Equipment, irrespective of the manner of attachment to the realty, the sale, mortgage or lease of the premises or the prior acceptance of notes or extensions of time for payment if any of the payments are overdue and remain overdue for a period of sixty (60) days. UTC Power shall be entitled to payment from Customer of UTC Power's reasonable legal expenses, including actual attorneys' fees, incurred in collecting any payment hereunder.

SERVICES AND MATERIALS:

A) Equipment, Installation and Start-Up Services

UTC Power shall provide a copy of the factory test report for the PureCell® Model 400 fuel cell upon shipment to Customer. UTC Power will provide the Equipment, Start-Up Services and prepare the Equipment for the Commercial Operation Date at the Site in accordance the Statement of Work (Appendix B). "Commercial Operation Date" shall mean the completion of the start-up procedure for the Equipment in accordance with the

Statement of Work, including verification that the Equipment is functioning and has the ability to complete the Utility Inter-connect. UTC Power agrees to cooperatively work with Customer to allow Customer to timely obtain Utility Inter-connect approval from the utility provider in support of achieving the Commercial Operation Date. The Commercial Operation Date will be set after the Equipment has been authorized for interconnection by the local utility agency, and the Equipment has supplied power to the Customer's site for 72 continuous hours at the maximum power level required during that duration, up to 400kw. After this time, notice of Commercial Operation will be supplied to the Customer either via email or fax. After the Commercial Operation Date, UTC Power will assist the Customer with activation, optimization and testing of any Customer owned heat recovery and/or grid independent electrical systems for up to 24 man-hours. Any additional assistance will be subject to a separate time & material contract agreed to by the parties.

UTC Power shall use commercially reasonable efforts to perform the Work substantially in compliance with the project timeline, if any, included in the attached Statement of Work (which timeline shall be adjusted periodically to reflect the actual progress of the Work); however, UTC Power does not guarantee a particular date for shipment, delivery or installation of Equipment or the Work. Customer shall be provided with a copy of the Commercial Operation Date checklist and upon completion of the Commercial Operation Date checklist the fuel cell will operate to provide Customer with the capability listed in Appendix E.

UTC Power shall perform and execute the provisions of this Contract as an independent contractor and shall not be an agent or employee of Customer. UTC Power may provide any or all of the Start-Up Services required under this Contract through a UTC Power-authorized service provider, in which case UTC Power shall be responsible and liable for all aspects of the performance of such Start-Up Services by such third-party service provider.

Without limiting its obligation to deliver the Equipment as described in the Bill of Materials (Appendix A), UTC Power reserves the right to change or supersede product descriptions and part numbers of any equipment to be provided under this Contract. Except as expressly stated herein or in the attached Statement of Work, UTC Power shall not be required to provide any materials related to the Equipment or to provide any Start-Up Services relating to the Equipment, including to perform preparation or clean-up work at the Site, perform tests, install any items of Equipment or parts thereof, or make modifications, that may be recommended or directed by an insurance company, or a government, state, municipal or local utility, or other authority. UTC Power may provide any Equipment-related documentation to Customer electronically. Customer acknowledges that any quotations, cost or other analysis, or other materials provided by UTC Power to Customer are for informational purposes only, that no liability will accrue to UTC Power based on any such materials and that all of the obligations and warranties of UTC Power are as provided herein and are not supplemented or amended by any such materials.

Customer shall monitor the system, using Customer's personnel, who shall receive fuel cell overview training from UTC Power via NetMeeting or a similar internet conferencing system at no cost the Customer. It is estimated that the Customer's monitoring of the fuel cell will typically require no more than a visual "walk by" inspection by the Customer's personnel. The Customer personnel responsible for the visual "walk by" shall perform their duties with reasonable care and in accordance with the instructions in the Owner's Manual and training provided by UTC Power. The fuel cell overview training shall take approximately 1-2 hours to complete. The training will cover an overview of the following: fuel cell operation, key features of the fuel cell, interface connections, visual check and the fuel cell support instructions. Any additional on-site overview training requested by the Customer shall be mutually agreed to by the parties and the Customer shall be responsible for all labor and travel related expenses.

B) Maintenance Services and Replacement Parts Post Commercial Operation Date

UTC Power shall perform and execute the provisions of this Contract as an independent contractor and shall not be an agent or employee of Customer. UTC Power may provide any or all of the Maintenance Services required under this Contract through a UTC Power-authorized service provider, in which case UTC Power shall be responsible and liable for all aspects of the performance of such Maintenance Services by such third-party service provider. Following maintenance specified in this Contract, UTC Power will return the Power Plant to approximately the level of performance of the Power Plant had immediately prior to the shutdown. Unless

otherwise agreed as provided herein, the Maintenance Services will be performed during the regular working hours of the regular working days of UTC Power or, if applicable, its subcontractors. Any Maintenance Services shall not be performed at times or during days when workers are entitled to overtime or premium rates unless Customer shall first have been advised of such situation, the applicable rates and approved such work and then such Maintenance Services will be performed at the particular workers' then applicable amount or rate of payment for work at such time or days. Customer agrees to reimburse UTC Power for any and all costs associated with such work done at overtime or premium rates approved by the Customer.

Any parts provided under this Contract will be new parts manufactured or selected by UTC Power or parts reconditioned to UTC Power standards. All replacement parts will be provided by UTC Power in exchange for the parts replaced. If any part delivered hereunder incorporates computer software, the parties agree that UTC Power is not selling the software to the Customer but merely providing a license to use such software for operating the Equipment for which such part was provided. By accepting delivery of such part the Customer agrees not to copy or let others copy such software, to keep such software in confidence, to use such software solely for its internal purposes in connection with the operation of the Equipment covered under this Contract, and not to transfer possession of such part to others except as part of a transfer of ownership of the Equipment, in which case the license to use such software shall be automatically assigned to the transferee of the Equipment.

EXCLUSIONS FOR MAINTENANCE SERVICES

UTC Power shall be responsible for only those items and effort expressly set forth in this Contract (including the Statement of Work). UTC Power shall not be responsible for items not typically subject to mechanical maintenance including but not limited to; duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. UTC Power shall not be responsible for repairs, replacements, alterations, additions, adjustments, unscheduled calls or emergency calls, any of which is caused by (a) negligent operation, (b) failure to operate in accordance with the recommendations set forth in any manuals provided by UTC Power, (c) operation in excess of the specifications set forth in any manuals provided by UTC Power, but excluding the negligence, acts or omissions of UTC Power or its agents, (d) repairs performed by non-UTC Power authorized personnel, (e) vandalism, building system design, or (f) any damage caused by the environment in which the Equipment is situated, including damage due to freezing, weather, the environment, chemical/electrochemical attack, heat source or consistent lack of heat from heat source, contaminated heat source, effects of corrosive and/or erosive environments or fuels, other corrosion or erosion, condenser, evaporator or compressor fouling, power quality disturbances, or the presence of mold, fungi, mildew or bacteria, or any other cause beyond UTC Power's control. UTC Power shall not be responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, other hazardous substances, mold, fungi, mildew, or bacteria. In the event that UTC Power encounters any asbestos product or any hazardous material in the course of performing its work, UTC Power may suspend its work and remove its employees from the project, until such product or material, and any hazards connected with it are abated. UTC Power shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction. UTC Power shall not be required to perform maintenance services or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, UTC Power, at its option, may submit a proposal for Customer's consideration in addition to this Contract.

CHANGES OR EXTRAS

A) Equipment, Installation and Start-Up Services

UTC Power will perform changes, modifications, additions, deletions or extras to the Work if agreed to in a writing signed by both Parties ("Change Order"). The Change Order shall contain the new specifications, an adjustment to the Contract Price and any adjustment to the time for completion of the Work. Unless otherwise agreed as provided herein, the Work will be performed during the regular working hours of the regular working days of UTC Power or, if applicable, its subcontractors. Any Work performed at times or during days when workers are entitled to overtime or premium rates will be performed at the particular workers' then applicable amount or rate of payment for work at such time or days. Customer agrees to reimburse UTC Power for any and all costs associated with such work done at overtime or premium rates.

B) Maintenance Services and Replacement Parts Post Commercial Operation Date

UTC Power will perform changes, modifications, additions, deletions or extras to the Maintenance Services if agreed to in a Change Order that contains the new scope of services and an adjustment to the Maintenance Services Price. Services or parts requested by the Customer in addition to those Maintenance Services specified in this Contract will be provided upon receipt of the Customer's written authorization and invoiced at UTC Power's prevailing labor rates and parts charges. Such additional services or parts shall be supplied under the terms of this Contract.

WARRANTIES

A) Equipment

UTC Power provides the following Limited Warranty (the "Equipment Warranty") for its PureCell System Model 400 Fuel Cell Power Plant ("Power Plant") used in stationary power generation applications. This Equipment Warranty applies to the first purchaser (the "Customer") only during the warranty period and is not transferable without written approval of UTC Power.

UTC Power warrants that the Power Plant, operated in accordance with the specifications provided by UTC Power, shall be free from defects in material and workmanship at the time of shipment. UTC Power's obligations under the Equipment Warranty shall expire one (1) year from the first start-up of the Power Plant following installation at Customer's site, but in no event later than eighteen (18) months after date of shipment of such Power Plant (FCA South Windsor, CT). Customer's sole remedy under the Equipment Warranty is limited to UTC Power correcting any such defect as Customer reports to UTC Power within the Equipment Warranty period by, at UTC Power's option, repair or replacement provided all payments due to UTC Power by Customer have been made in full. Customer agrees to provide UTC Power full access to the Power Plant for purposes of repair or replacement under the Equipment Warranty and agrees to provide, at its sole cost, the personnel and equipment required to provide such access to UTC Power, including any personnel and equipment required for any rigging, hoisting and related services necessary to perform work under the Equipment Warranty. In order to assert a valid warranty claim, Customer must provide and maintain Broadband/DSL connection (or other continuous connection approved by UTC Power) at Customer's own expense throughout the applicable Equipment Warranty period so that UTC Power can, at its option, remotely monitor the Power Plant and its operation during such period. All Power Plant parts used for repair or replacement under the Equipment Warranty shall be free from defects in material and workmanship at the time of such repair or replacement, and the balance of the applicable warranty period for the originally provided materials shall apply. UTC Power at its discretion may use refurbished parts as replacement parts. Replaced parts become UTC Power's property upon removal.

Exclusions to Equipment Warranty

UTC Power or its Authorized Service Provider shall perform all preventive maintenance, repairs and alterations during the Equipment Warranty period. UTC Power does not agree to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, failure to adequately protect the Power Plant and other equipment from debris or other hazards and materials, normal wear and tear, failure to adhere to obligations under a service agreement for the Power Plant, if any, building system design, freezing, unusual weather events, earthquakes or other natural disasters, corrosive and/or erosive environments or fuels, other corrosion or erosion, compressor fouling, power quality disturbances, modifications not executed by UTC Power, improper or insufficient maintenance, failure to conform to the gas or make-up water tolerances of the Power Plant as outlined in the PureCell® System Model 400 Product Data and Applications Guide, as revised from time to time, or any causes beyond UTC Power's control. This Equipment Warranty does not cover the costs associated with normal preventive maintenance, including, but not limited to resin, charcoal, filters and purge gas. Excessive customer or grid induced shutdowns (other than UTC Power induced shutdowns for planned maintenance) may compromise the performance of the Power Plant's cell stack assembly; therefore, UTC Power does not agree under this Equipment Warranty to bear the cost of any repairs or replacements in the event the number of Power Plant shutdowns exceeds the limit provided by UTC Power in the then current Service Manual (not including UTC Power induced shutdowns for planned maintenance). UTC Power does not authorize any other person or party to

assume or create for it any other obligation or liability in connection with the products or any part of the products. The Equipment Warranty shall not be enlarged by, nor shall any obligation or liability of UTC Power arise due to providing monitoring, technical advice, facilities or service in connection with any product or contract.

B) Installation and Start-up Services

UTC Power warrants to Customer that for a period of one (1) year from the Commercial Operation Date, the Work performed by UTC Power hereunder will comply in all material respects with the attached Statement of Work and will be free from material defects in workmanship (“Installation Warranty”). UTC Power’s sole liability and Customer’s exclusive remedy under this Installation Warranty are limited to UTC Power’s re-performance of such Start-Up Services as are shown to UTC Power’s reasonable satisfaction to have been defective, provided that written notice of such alleged defective Start-Up Services shall have been given by Customer to UTC Power within one (1) year after the performance of such Start-Up Services by UTC Power. UTC Power assumes no responsibility or liability for any materials or equipment, whether new or used, provided by Customer for use in the Work or incorporation into the Site or Equipment.

As part of its Start-Up services hereunder, in the event UTC Power provides any Third-Party Equipment (as defined in the Statement of Work) to Customer, UTC Power will pass through, for the benefit of Customer, transferable standard warranties of the applicable manufacturer of the Third-Party Equipment (“Third Party Equipment Warranties”) running directly to Customer or assignable by UTC Power to Customer, with respect to the Third-Party Equipment. With respect to such Third-Party Equipment Warranties, UTC Power’s liability shall be limited to using reasonable efforts, short of litigation, to enforce the Third-Party Equipment Warranties on behalf of Customer.

Customer must provide, pay for and maintain a dedicated Broadband/DSL connection with static IP, or other continuous connection approved by UTC Power, for UTC Power’s remote monitoring service. Customer agrees to provide UTC Power reasonable access to the Equipment for purposes of repair or replacement under this warranty and agrees to provide, at its sole cost, the personnel and equipment required to provide such access to UTC Power, including and personnel and equipment required for any rigging, hoisting and related services necessary to perform work under this warranty.

C) Maintenance Services and Replacement Parts Post Commercial Operation Date

UTC Power warrants that all Maintenance Services provided under this Contract shall be performed to industry standards, in a workmanlike manner and in accordance with all applicable Federal and State laws. UTC Power also warrants all UTC Power parts or components supplied hereunder to be free from defects in material and workmanship. UTC Power parts and components used in connection with the Maintenance Warranty shall be warranted for the longer of the remaining original equipment warranty provided by UTC Power and ninety (90) days from installation. Except as expressly provided elsewhere in this Contract, the Maintenance Services provided under this Contract shall be warranted for ninety (90) days from completion of such Maintenance Services. UTC Power shall at its option repair or replace any such defective parts, components or service, except to the extent they were damaged, abused, altered by a third-party or affected by chemical properties (except to the extent that exposure to such chemical properties is expected to be reasonably present under normal operating conditions) subject to the exclusions set forth in the section entitled EXCLUSIONS FOR MAINTENANCE SERVICES. Following maintenance specified in this Contract, UTC Power will return the Power Plant to approximately the level of performance of the Power Plant had immediately prior to the shutdown. Any warranty claim must be provided to UTC Power in writing prior to the end of the applicable warranty period. UTC Power’s obligation to re-perform services or to repair/replace any defective parts in connection with the Maintenance Services shall be Customer’s exclusive remedy under this warranty.

THE WARRANTIES LIST ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY WAIVED BY CUSTOMER AND DISCLAIMED BY UTC POWER.

PATENT INFRINGEMENT

UTC Power shall conduct, at its own expense, the entire defense of any claim alleging that, without further combination, Customer's use or reuse of the Equipment directly infringes any patents of the United States of America, but only on the conditions that: (a) UTC Power receives prompt written notice of such claim and the full opportunity and authority to conduct the sole defense thereof, including settlement and appeals, and all information available to Customer and other defendants for such defense; (b) such Equipment is made according to a specification or design provided by UTC Power or, if a process patent is involved, the process at issue is a process that was developed by UTC Power; and (c) the claim is brought against Customer or a person expressly indemnified by Customer. Provided all the foregoing conditions have been met, UTC Power shall either settle such claim, or pay all court awarded damages. If the use or resale of the Equipment is finally enjoined, UTC Power shall at its option; (i) procure for the defendant the right to use or resell such Equipment; (ii) replace such goods with equivalent non-infringing Equipment; (iii) modify such Equipment so it becomes non-infringing but equivalent; or (iv) remove such Equipment and refund the purchase price. UTC Power grants no indemnity under patents of any nation other than as specified above, nor with respect to any goods manufactured according to a specification or design of anyone other than UTC Power. If any claim is based on a Customer provided specification or design or on the performance of a process not recommended in writing by UTC Power, or on the use or sale of Equipment delivered hereunder in combination with other goods not delivered to Customer by UTC Power, Customer shall indemnify and hold UTC Power harmless therefrom. The foregoing provisions state the entire liability of UTC Power for intellectual property rights infringement.

OUTPUT GUARANTEE

During the term of this Agreement for the **PureCell® System Model 400** (each, a "Power Plant" and collectively, the "System"), UTC Power separately guarantees for the Power Plant, the capability to deliver an average power output ("Guaranteed Minimum Output" or "GMO") in accordance with the following table.

Annual Period	1	2	3	4	5	6	7	8	9	10
GMO (MWh)	3153	3153	3153	3153	3153	3153	3153	3153	3153	3153

Should the output of the Power Plant in any twelve month period commencing on the Commercial Operation Date and each subsequent twelve month period(s) thereafter (the "Annual Period") during the term of the Agreement be less than the GMO, UTC Power agrees to provide the Customer a cash rebate equal to three percent (3%) of the annual Maintenance Services Payment for each one percent (1%) of shortfall from the GMO. The dollar amount of any cash rebates due to the Customer shall be calculated once at the end of each Annual Period and paid to Customer within thirty (30) days of UTC Power's confirmation of the amount due. Notwithstanding anything herein to the contrary, the maximum allowable credit under this section for any Annual Period shall not exceed the annual Maintenance Services Payments actually received by UTC Power for the corresponding Annual Period. In the event that the building load demand falls below 400kwh and the Power Plant is capable of providing 400kwh to Customer's site, the output shall be calculated as if the Power Plant was operating at full capacity for the purposes of this guarantee.

Should the actual output of the Power Plant in an Annual Period be greater than GMO, the number of MWh of Output above the GMO shall be credited to UTC Power (referred to herein as the "Performance Bank"). UTC POWER will have the right to apply any then current Performance Bank to offset a shortfall in the GMO in any Annual Period for the System.

Because technical expertise is critical in meeting the GMO above, this Guarantee is conditioned upon maintenance, service and repairs to the System being provided exclusively by UTC Power (directly or through a UTC Power authorized service provider) in accordance with UTC Power's maintenance services, statement of work and terms and conditions as described in the Agreement. In the event that the Agreement is terminated, the Guarantee shall terminate and be of no further force or effect. Customer must provide and maintain a dedicated Broadband/DSL connection with static IP (or other continuous connection approved by UTC Power) for UTC Power's monitoring system in order to enforce this

Guarantee. The first Annual Period under this Guarantee shall commence upon the date UTC Power determines that the System has achieved Commercial Operation Date.

UTC Power will not be responsible for any periods during which the System is not operating due to (a) site issues not related to the System, including but not limited to issues related to electrical load or building system design or malfunction; (b) System or Power Plant issues arising from improper installation (if not installed by UTC Power) or operation, abuse, neglect, vandalism, weather, rust, the effects of corrosive and/or erosive environments or fuels, inadequate or incorrect fuel supply, quality or pressure, operation of the System outside the operating specifications defined by UTC Power in the applicable operation and maintenance manual, or modifications, materials or services not executed or provided by UTC Power or a UTC Power authorized service provider; (c) System or Power Plant issues due to maintenance required that is not covered under the Scope of Services or not paid for by Customer, (d) Power Plant Downtime during periods when the monitoring system is not functioning due to the failure to maintain a dedicated Broadband/DSL connection with static IP (or other continuous connection approved by UTC Power); (e) Customer-elected shutdowns of the Power Plant or the System; (f) Customer deviation from an approved Grid-Independent Load Profile; or (g) any other cause beyond UTC Power's direct control. Any such periods shall not be included in the calculation of Power Plant Downtime for the purposes of this Guarantee.

This Output Guarantee and the remedies expressly provided herein (i) are exclusive and in lieu of all other output, consumption, availability or performance warranties or guarantees of any kind, whether statutory, written, oral, express or implied, and (ii) are Customer's sole and exclusive remedy and UTC Power's sole and exclusive obligation with respect to output, consumption, availability or performance of the System. UTC Power shall not be responsible under any warranty, guarantee or other obligation for rebates, credits, repairs, replacements or indemnification due to abuse, vandalism, acts of terrorism or war, fire, lightning, earthquake, flood, storm, or other acts of God, neglect, modifications, materials or services not executed or provided by UTC Power or its subcontractors, employees or agents, use in a physical environment other than the site proposed in this Agreement, or installation or use of the System not in accordance with the intended use of the System. No rights under this Guarantee shall be assignable or transferable to any third-party, except on the written consent of UTC Power.

Under no circumstances shall UTC Power be liable for any special, incidental, indirect or consequential damages of any nature whatsoever, including without limitation, business interruption, lost profits, revenues or sales, or increased costs of production, whether such claims are based in contract, warranty or tort, including negligence, or any other legal theory or principle.

RENEWABLE ENERGY CREDITS AND OTHER ATTRIBUTES

A) **Definition.** Following delivery of the Equipment, the Parties agree that any "Attributes", as defined in the following sentence, shall accrue without any further action by the Parties to Customer or Customer's appointed agent identified in writing, if any, and to the extent necessary, all right, title and interest in and to and possession of the Attributes shall be transferred by UTC Power to Customer or Customer's appointed agent. Attributes shall mean for purposes of this Contract any and all (1) renewable energy allowances, certificates or credits, (2) emissions allowances, certificates or credits, (3) alternative fuel or energy tax credits, (4) payments or credits by any third party for capacity, ancillary services, or any other payments or credits except for energy, and (5) other economic or environmental attributes or incentives, arising at any time from the purchase, ownership, installation, use or operation of the Equipment or otherwise associated with the Equipment. Where necessary or advisable in order to accomplish the purposes of this section, UTC Power shall, at the request of Customer or Customer's appointed agent from time to time, (i) execute and deliver to Customer or Customer's appointed agent such instruments, regulatory filings and similar documents that are provided to UTC Power by Customer or Customer's appointed agent, (ii) transfer the Attributes to Customer or Customer's appointed agent in any regional or other settlement, accounting or tracking system and (iii) make the Equipment available for inspection, auditing, metering and remote monitoring. In the event that Customer transfers any right, title or interest in the Equipment to a third party, including any affiliate or successor in interest (collectively, a "Future Owner"), UTC Power covenants that upon request of Customer, UTC Power will ensure such Future Owner has the benefits of this section.

B) **Agent and Attributes Payments.** Customer hereby appoints UTC Power as its agent for the purposes of selling any and all Attributes arising from the use of the Equipment. Customer shall execute all documents reasonably

requested by UTC Power to enable UTC Power to sell any Attributes. For the service of selling the Attributes, UTC Power shall retain a fee equal to 15% of the gross sales price of such Attributes. The remaining amount, after deductions for taxes, fees and other expenses necessary for the sale of the Attributes shall be paid to Customer on a quarterly basis during the Term.

CUSTOMER'S RESPONSIBILITIES

A) Equipment, Installation and Start-Up Services

Unless specifically provided otherwise in the Statement of Work attached hereto, Customer shall:

- Pay the Contract Price and other sums required to be paid by it to UTC Power in accordance with this Contract;
- Provide all information describing the physical characteristics of the Site, including surveys, electrical drawings, site evaluations, aerial photographs, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations;
- Customer shall ensure the quality of gas and make-up water supplied to the Equipment falls within the operating tolerances of the Equipment as outlined in the PureCell Model 400 Product Data and Applications Guide document provided by UTC Power, as revised from time to time. Customer acknowledges that such document shall be provided for informational purposes and Customer's warranty compliance only, and that the obligations and warranties of UTC Power are not supplemented and amended by such document;
- Provide timely review and approval of the site design / construction drawings and not withhold approval to construct or commission based on failure to review and approve such drawings;
- Provide UTC Power's and its subcontractors' workers safe access to the Site and a safe place for performing the Work, free of hazardous substances, toxic materials, and all unsafe working conditions. UTC Power reserves the right to discontinue the Work whenever this provision is violated. Customer agrees to provide UTC Power with current and accurate as built electrical drawings of the Site. Delay resulting from any cause beyond Customer's or UTC Power's reasonable control shall extend the time for completion of the Work;
- Provide UTC Power with unrestricted access to the Site and reasonable access to the Customer's applicable records and personnel during UTC Power's normal working hours. UTC Power may start and stop Customer's systems incidental to the Work, as reasonably arranged with Customer's representative and Customer shall permit use of building services including, but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service;
- Keep areas adjacent to the Site and Work free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the Work and ensure proper protection of the Equipment and other materials from debris and other hazards and materials at the Site;
- Promptly notify UTC Power of any unusual operating conditions at the Site;
- Be responsible for identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, other hazardous materials, mold, fungi, mildew, or bacteria and provide UTC Power with all information requested in order to comply with OSHA and other applicable Employee, Health and Safety rules and regulations, including but not limited to information relating to the energy-control procedures applicable at the Project Location under 29 CFR 1910.147, (The control of hazardous energy (lockout/tagout));

- Provide suitable protected storage space at the Site for tools and materials belonging to UTC Power's personnel;
- If Customer is not ready to accept delivery of Equipment on the date of anticipated delivery, Customer shall give UTC Power sufficient notice of a local point where Customer will accept delivery, and Customer shall reimburse UTC Power for all costs incurred due to extra handling and storage;
- Pay for and provide all analyses, calculations and setpoints, fuel, water, sewer, drains, electricity and other utilities that are required for the performance of the Work;
- Secure and pay for all approvals (including interconnection approval), certificates, permits and licenses in a timely fashion that are required to perform the Work, and Customer shall deliver copies of such approvals, certificates, and licenses to UTC Power on a timely basis;
- Do all painting, cutting and patching of walls, floors or partitions, together with any repairs made necessary thereby, or caused by oversight or mistake; and
- Indemnify, defend and save UTC Power harmless against all liability arising out of Customer's failure to carry out any of Customer's Responsibilities regarding Equipment, Installation and Start-up Services.

B) Maintenance Services and Replacement Parts Post Commercial Operation Date

Unless specifically provided otherwise in the Scope of Services attached hereto, Customer shall:

- Pay the Maintenance Services Price and other sums required to be paid by it to UTC Power in accordance with this Contract;
- Provide UTC Power's and its subcontractors' workers safe access to the Site and a safe place for performing the Maintenance Services, in conformance with all applicable laws, free of Hazardous Materials (as defined in and in accordance with the section entitled HAZARDOUS MATERIALS below), and all unsafe working conditions;
- Provide UTC Power with reasonable access to the Site during UTC Power's normal working hours in each case to the extent necessary to perform UTC Power's obligations hereunder. UTC Power may request start and stop of Customer's systems incidental to the Maintenance Services to the extent necessary for the performance of Maintenance Services, and Customer understands that failure to provide such start and stop may delay such Maintenance Services. Customer shall permit the reasonable use of building services including, but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service;
- Provide adequate water treatment (applicable to absorption chiller equipment only, if any);
- Provide onsite storage of all required nitrogen and water treatment media in a safe and accessible environment for UTC Power and its subcontractors;
- Provide and maintain a dedicated Broadband/DSL connection with static IP (or other continuous connection approved by UTC Power) for UTC Power's remote monitoring service;
- Comply with all customer obligations as defined in UTC Power's Product Data and Applications Guide, Owner's Manual and Installation Manual;
- Keep areas adjacent to the Equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the Maintenance Services and provide reasonable protection of the Equipment and other materials from debris and other hazards and materials at the Site;

- Be responsible for identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, other hazardous materials, mold, fungi, mildew, or bacteria and provide UTC Power with all information requested in order to comply with OSHA and other applicable Employee, Health and Safety rules and regulations, including but not limited to information relating to the energy-control procedures applicable at the Project Location under 29 CFR 1910.147, (The control of hazardous energy (lockout/tagout));
- Customer shall comply with all customer obligations as defined in UTC Power's Product Data and Applications Guide, Owner's Manual and Installation Manual;
- Indemnify, defend and save UTC Power harmless against all liability arising out of Customer's failure to carry out any of Customer's Responsibilities regarding Maintenance Services and Replacement Parts Post Commercial Operation Date.

EQUIPMENT CONDITION AND RECOMMENDED MAINTENANCE SERVICES

Should UTC Power determine the need for repairs or replacement outside the scope of UTC Power's obligations under this Contract, UTC Power will provide Customer in writing a "Field Service Report" including recommendations for corrections and the price for repairs in addition to this Contract. In such event where UTC Power recommends certain services and Customer does not elect to have such services properly performed in a timely fashion, UTC Power shall not be responsible for any Equipment or control failures, operability or any long-term damage that may result from such failure to have such services performed. UTC Power, at its option, will either (1) continue to maintain Equipment and/or controls to the best of its ability, without any responsibility to Customer for the performance of the Equipment, or (2) shut down the Equipment if UTC Power determines continued operation poses a risk to the Customer, UTC Power or Customer employees, third parties, the environment, or significant portions of the Equipment.

HAZARDOUS MATERIAL

Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal and/or clean up. If UTC Power becomes aware of the presence of Hazardous Materials on the Site (a "Hazardous Materials Condition"), UTC Power shall notify Customer. UTC Power shall not be obligated to commence or continue Work or Maintenance Services until all known or suspected Hazardous Material related to such Hazardous Materials Condition discovered at the Site has been removed, or rendered or determined to be harmless by Customer as certified by an independent testing laboratory and approved by the appropriate government agency. If UTC Power incurs additional costs and/or is delayed due to the presence or remediation of a Hazardous Materials Condition not caused by UTC Power or its subcontractors, UTC Power shall be entitled to an equitable adjustment in the prices set forth herein and/or date of substantial completion for the Work or Maintenance Services. Customer shall indemnify, defend and hold harmless UTC Power and its agents, directors, officers, servants, employees and subsidiaries (collectively "UTC Power Indemnities") from and against all claims, damages, losses and expenses, and reasonable attorneys' fees and expenses, arising out of, resulting from, relating to or in any way attributable to any Hazardous Material that is now, has ever been, or will ever be at the Site (other than any Hazardous Material that has been brought to the Site by UTC Power or its subcontractors or suppliers in connection with the Work or Maintenance Services).

Material Safety Data Sheets (MSDS) as required by law and pertaining to materials or substances used or consumed in the performance of the Work shall be maintained at the Site by UTC Power and made available to Customer.

UNKNOWN CONDITIONS

The Parties acknowledge that UTC Power has not been provided with final site surveys, site reports or property descriptions or with the site interconnect or similar agreements, and that any changes required due to site conditions or the requirements of such agreements shall entitle UTC Power to an equitable adjustment to the Work, Contract Price, project timeline, if any, or other terms and conditions of this Contract, if any, that would result from the changed Work. If, in the performance of the Work, UTC Power finds latent, concealed, or subsurface physical conditions which materially differ

from the conditions UTC Power reasonably anticipated, or if physical, chemical, environmental, seismic or electrical conditions are materially different from those normally encountered and generally recognized as inherent in the kind of work provided for in this Contract, the Work, the Contract Price, the terms and conditions of this Contract, and/or target date for the Commercial Operation Date shall be equitably adjusted by a change order within a reasonable time after the conditions are first observed.

RECOMMENDED ADDITIONAL WORK

In the event UTC Power recommends certain work (that is not included in the Statement of Work herein) and Customer does not elect to have such work properly performed in a timely fashion, UTC Power shall not be responsible for any equipment or control failures, operability problems, harms or damage that may result. Customer agrees that UTC Power at its option, may (i) continue to perform its agreed to Statement of Work to the best of its ability, without any responsibility, or (ii) terminate this Contract, cease Work and transfer any title to the Equipment that remains with UTC Power to the Customer upon Customer's payment, in full, to the UTC Power of all amounts due under the Contract allocable to the Equipment plus all Work done by UTC Power up to the date of such termination, or (iii) terminate this Contract, disconnect and take possession and title to the Equipment at Customer's expense and return the Contract Price applicable to the Equipment to Customer, or (iv) negotiate and agree to a change order with Customer in accordance with the terms of this Contract.

INSURANCE

Both UTC Power and Customer agree to maintain the following insurance during the term of the Agreement with the following limits: (a) Comprehensive General Liability Insurance covering bodily injury and property damage with a limit of \$2,500,000 per occurrence and \$5,000,000 general aggregate; (b) Statutory Workers' Compensation and Employer's Liability Insurance for a limit of \$1,000,000 each accident, \$1,000,000 each employee-disease, and \$1,000,000 policy aggregate-disease; and (c) Automobile Liability covering bodily injury and property damage with a combined single limit of \$1,000,000 per occurrence. The parties may satisfy these limits through a combination of primary and umbrella coverage, a program of self-insurance, through a Joint Powers Association (JPA) or any combination, thereof, as necessary. The parties shall exchange certificates of insurance upon execution of this Agreement.

Customer shall obtain and maintain "Builder's Risk" Property policy or an "All Risk" Property policy in a form acceptable to UTC Power for the full cost of replacement, at the time of any loss, up until the Commercial Operation Date, whichever is deemed appropriate by owner. All Property insurance shall be provided by companies which carry an A. M. Best Rating of no less than A-, shall be endorsed naming UTC Power as Loss Payee and to provide UTC Power with thirty (30) days written notice prior to any material change or cancellation of coverage. Customer will produce to UTC Power a certificate of insurance evidencing that all required insurance is in place upon execution of this Agreement and each following year upon renewal of coverage for the Term of this Agreement and any extensions thereof. The proceeds of any insurance payable with respect to loss of or damage to the System may, at UTC Power's sole option, be used to replace, restore or repair the System. This insurance shall include "all risk" insurance for physical loss or damage including without duplication of coverage, at least: theft, vandalism, malicious mischief, transit, materials stored off-site, collapse, temporary buildings, debris removal, flood, earthquake and testing. Customer shall increase limits of coverage, if necessary, to reflect estimated replacement cost. The insurance policy shall be written without a co-insurance clause. Customer shall be solely responsible for deductible amounts.

INDEMNIFICATION

UTC Power shall indemnify, defend and hold harmless Customer for bodily injury (including death) and damage to tangible property to the extent caused by the negligence or willful misconduct of UTC Power or its subcontractors. Customer shall indemnify, defend and hold harmless UTC Power for bodily injury (including death) and damage to tangible property to the extent caused by the negligence or willful misconduct of Customer.

FORCE MAJEURE

Under no circumstances shall either Party be liable for any loss, damage or delay due to any cause beyond such Party's reasonable control, including but not limited to acts or omissions of government, delays in receipt or export or import licenses or permits, strikes, lockouts, labor disputes, transportation shortages, fire, explosion, theft, weather damage,

flood, earthquake, riot, severe weather, civil commotion, war, terrorism, malicious mischief, or acts of God (“Force Majeure Events”), but only so long as (a) such Force Majeure Events could not have been reasonably anticipated by such Party and cannot be reasonably avoided or circumvented by such Party, (b) such Party promptly notifies the other Party of such Force Majeure Events, and (c) uses diligent efforts to mitigate the effect of such Force Majeure Events. The time for performance of this Contract shall be extended for a period equal to any time lost by reason of such delay. UTC Power shall not be obligated to incur any expenses in connection with such delay to recover any lost time, unless so directed in writing by Customer and Customer hereby agrees to pay UTC Power for all such expenses.

DELIVERY, TITLE AND RESERVATION OF RIGHTS

UTC Power shall arrange shipping and transportation for Customer’s account from the place of manufacture or supply, as applicable, to the Site. Customer shall have title, bear all risks of loss associated with transport and be responsible for all costs after delivery of the Equipment at the place of manufacture or supply. UTC Power shall arrange for shipping and transportation by carrier from the place of manufacture or supply, as applicable, to the Shipping Location. UTC Power will ship the Equipment in a manner consistent with general industry practice for shipping these kinds of goods so as to minimize any deterioration in transit. Should it be necessary to ship the Equipment in a disassembled state, UTC Power shall ship the Equipment in the largest units possible consistent with expedient transportation of the Equipment. UTC Power does not guarantee a particular date for shipment or delivery. Customer is responsible for unloading the Equipment at the Shipping Location. Customer is responsible for noting any irregularities or damage at the time of unloading and for designating such irregularities on the shippers’ bill of lading.

CUSTOMER’S CLAIMS

No claim of Customer related to an alleged failure by UTC Power to meet any requirement of this Contract shall be valid unless, prior to Customer incurring any cost related to such claim, Customer notifies UTC Power in writing, in detail of such alleged failure and Customer then allows UTC Power a reasonable time to correct any such failure verified by UTC Power. Any suits arising from the performance or nonperformance of UTC Power, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

LIMITATION OF LIABILITY

A) Equipment, Installation and Start-Up Services

The price allocable in this Contract to any Equipment (including all options) or Work alleged to be the cause of any loss or damage shall be the ceiling limit on the aggregate liability of UTC Power, whether founded in contract or tort (including negligence), arising out of, or resulting from, (i) this Contract or the performance or breach thereof, (ii) the design, manufacture, delivery, sale, installation, repair or replacement of any such Equipment or Work, or (iii) the use of any such Equipment. Under no circumstances shall UTC Power be liable for any special, incidental, indirect or consequential damages of any nature whatsoever, including without limitation, business interruption, lost profits, revenues or sales, or increased costs of production, whether such claims are based in contract, warranty or tort, including negligence, or any other legal theory or principle.

B) Maintenance Services and Replacement Parts Post Commercial Operation Date

The price allocable in this Contract to any Maintenance Services alleged to be the cause of any loss or damage shall be the ceiling limit on the aggregate liability of UTC Power, whether founded in contract or tort (including negligence), arising out of, or resulting from this Contract or the performance or breach thereof. Under no circumstances shall UTC Power be liable for any special, incidental, indirect or consequential damages of any nature whatsoever, including without limitation, business interruption, lost profits, revenues or sales, or increased costs of production, whether such claims are based in contract, warranty or tort, including negligence, or any other legal theory or principle.

SOFTWARE LICENSE

If software is provided in connection with this Contract, it shall be licensed and not sold. Unless otherwise stated, EISC Rev. 08.12 2011 UTCP CONFIDENTIAL Page 16 of 28

Customer will receive one license per contract and such license shall be nontransferable. Except as provided herein, Customer will not transfer, sublicense or copy any such software or use it in connection with any equipment other than the Equipment provided hereunder, and Customer may be required to enter into a separate software license with respect to such software. Notwithstanding any other term of this Contract, UTC Power shall not be obligated to deliver any software to the Customer unless and until Customer enters into the software license applicable to the software. UTC Power will not be obligated to deliver software to any person other than Customer or Customer's designated and approved agent. Customer hereby agrees to be liable for its agents' compliance with the terms of any software license as outlined therein. UTC Power assumes no liability and makes no warranties or representations with respect to any third party software related to the Equipment. Any liabilities, warranties or representations with respect to software licensed to Customer from UTC Power shall be established solely by the express provisions of the applicable software license terms and conditions, if any, between Customer and UTC Power. If the Equipment or any part of the Equipment incorporates computer software, the Parties agree that Customer may transfer the license to use such software only as part of a transfer of ownership of the Equipment, in which case the license to use such software solely in connection with the Equipment shall be automatically assigned to the transferee of the Equipment.

ASSIGNMENT

Neither Party may assign any of its rights or obligations under this Contract, except as otherwise expressly provided herein or with the written consent of the other Party, and any assignment made without such consent shall be null and void; provided, however, UTC Power may, upon written notice to Customer, assign UTC Power's rights and obligations without such consent, to an entity which acquires all or substantially all of UTC Power's assets or which controls, is controlled by or is under common control with UTC Power.

TERMINATION

In the event of a material breach by either Party in the performance of the breaching party's duties, obligations or undertakings to the non-breaching party under this Contract, the non-breaching party will have the right to terminate the Work and Maintenance Services under this Contract by giving written notice to the breaching party of the specific breach involved; provided that the breaching party shall have thirty (30) days to cure such breach prior to such termination taking effect. Upon termination taking effect, UTC Power shall be entitled to receive payments for any Work and Maintenance Services performed in accordance with the terms of this Contract, for all costs incurred prior to such termination, and for all costs related to termination and settlement with its subcontractors and suppliers. If such termination is initiated by Customer, UTC Power shall have the option to return the Contract Price applicable to the Equipment and disconnect the Equipment at UTC Power's expense.

NO WAIVER; SEVERABILITY; HEADINGS; CONFIDENTIALITY OF BUSINESS TERMS

The failure of either party to insist on any right, or to invoke or elect any remedy, shall not be construed as a waiver of that right, remedy or election in the absence of a writing signed by the waiving party. The invalidity of one or more of the phrases, sentences, clauses, or sections contained in this Contract shall not affect the validity of the remaining portions. Section headings in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. The business terms of this Contract for the Maintenance Services, specifically including but not limited to pricing, shall be held in confidence by Customer. Customer shall refrain from disclosing any such Maintenance Services business terms included within this Contract to any third party.

ENTIRE AGREEMENT

This Contract, including all other documents attached hereto and expressly made a part hereof, and all changes or amendments hereto shall constitute the entire agreement between the Parties with respect to the matters set forth herein, with all prior proposals, representations, quotations, agreements and understandings, written or oral, superseded hereby. It is agreed that the Parties do not intend to create a right in any third party with respect to the section of the Contract entitled LIMITATION OF LIABILITY, by entering into this Contract. The terms and conditions of this Contract, including all documents, if any, expressly incorporated herein, and any attachment to this Contract expressly referenced herein, shall exclusively govern the Parties' performance hereunder and any terms or conditions in addition to or different from this Contract, including without limitation any terms or conditions provided in any purchase order or similar document related to the Equipment, the Work, or the Maintenance Services which are not expressly incorporated herein, shall have no effect. Unless expressly stated otherwise, the provisions of this Contract shall have precedence over the terms of any other Contract documents, if any exist, and shall govern in the event of any inconsistency with the terms included in any attachments, including appendices and schedules, that are made a part of this Contract. This Contract shall not be changed or amended, except in a writing signed by the Parties hereto.

COMPLIANCE WITH LAWS; EXPORT CONTROL; GOVERNING LAW

UTC Power and Customer will each comply with all federal and state laws applicable to the performance of their respective obligations hereunder, including UTC Power's manufacture of the Equipment. The Parties shall also comply with all U.S. and other export control laws and regulations associated with or arising from the sale, delivery, or subsequent use of equipment, data and documentation, including, without limitation, restrictions on the re-export of equipment, data and documentation. The rights of all parties under this Contract and the construction and effect of every provision hereof shall be subject to and construed according to the laws of the State of California, including the Uniform Commercial Code, and of the United States of America, excluding the United Nations Convention on the International Sale of Goods.

FEDERAL ACQUISITION REGULATIONS (FAR)

The components, equipment and services proposed by UTC Power are commercial items as defined by the Federal Acquisition Regulations ("FAR") and the prices in any resulting contract and in any change proposal are based on UTC Power's standard commercial accounting policies and practices, which do not consider any special requirements of U.S. Government cost principles and do not meet the requirements of Part 31 of the FAR, Office of Management and Budget Circular A-87, or any similar procurement regulations. UTC Power agrees only to perform a contract for the sale of a commercial item on a fixed-price basis. In addition, UTC Power will not agree to submit or certify to any cost or pricing data nor will UTC Power agree to any requirements to establish price reasonableness under FAR Part 15 or any such similar regulations. In stating its position, UTC Power refers to FAR Part 12 "Acquisition of Commercial Items." UTC Power shall not be bound by any additional Federal Acquisition Regulations (FARs), DFARS, CFRs, OMB Circulars, or any other federal government procurement regulations of any kind which apply to this proposed order, except the following: Equal Opportunity (FAR 52.222-26); Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (FAR 52.222-35); Affirmative Action for Workers with Disabilities (FAR 52.222-36).

PROJECT MANAGEMENT; MANNER OF WORK

UTC Power shall assign one (1) member of its company to act as Project Manager for the Work. UTC Power agrees that all Work shall be performed by and under the supervision of skilled, experienced persons acceptable to Customer.

UTC Power agrees as follows:

- When on the Site premises, or with Site guests or patrons, all employees and agents of UTC Power shall wear proper identification and shall conduct themselves in a manner consistent with the standards, quality and image of the Site.
- All entries into the property and exits from the property shall be through the entrance designated by Customer. All employees and agents of UTC Power shall sign in at the security office, as required, before starting work. They shall be given a contractor badge, which must be worn at all times while on the property. The badge shall be returned at the end of each day. Each employee and agent of UTC Power shall sign out when leaving the Site.
- All employees and agents of UTC Power shall check in with the Site's Engineering Department before beginning any work.
- Unless otherwise approved by Customer, all travel through the property shall be by way of the back of house corridors and service elevators. Any travel or Work to be carried out in public spaces shall be pre-approved by the Site's Director of Engineering or such other individual specifically authorized by Customer.
- Materials shall be unloaded at the loading docks or at a staging area approved in advance by Customer. Unless otherwise approved by Customer, the front entrance of the Site shall not be used as a loading dock.
- The Site's Director of Engineering shall designate equipment staging areas and wash-down sites.
- Customer may require UTC Power to remove from the Site such employees and agents of UTC Power as Customer reasonably deems incompetent, careless, or otherwise objectionable, or whose continued assignment to the Site is contrary to Customer's best interest.
- UTC Power's employees and agents shall be dressed appropriately when on the property. Shirts, long pants and shoes shall be worn at all times. Tank tops and excessively worn or torn clothes are not acceptable. All employees or agents of UTC Power shall be identified by either a company uniform or T-shirt or by a nametag supplied by the Site's security office.
- All public guest areas at the Site including, but not limited to, any pool or restaurants, are off limits to UTC Power and its employees and agents when working at the Site, unless the Work being performed require that such areas be occupied.
- The Site's Director of Engineering shall designate rest rooms for UTC Power use. Unless otherwise approved by Customer, the public rest rooms at the Site are not to be used by the UTC Power's employees or agents.

LIENS

Upon receipt of payment in accordance with payment terms hereunder, UTC Power shall keep the premises free and clear of any and all liens by UTC Power, including, but not limited to, mechanics or materials liens, resulting from work done by or for UTC Power or material delivered to the Site.

SUBCONTRACTORS

UTC Power shall bind every subcontractor to, and shall require every subcontractor to be bound by, the terms of this Contract as far as applicable to the subcontractor's portion of the Work and Maintenance Services. UTC Power agrees to pay each subcontractor, upon payment by Customer, the amount allowed to UTC Power on account of such subcontractor's portion of the Work and Maintenance Services. Both Parties agree to pay the bills of their respective supplier promptly. Each Party agrees to protect to interest of the other as described in this Section by not permitting any attachments to the Equipment of liens, encumbrances or claims for labor or material and to protect and hold the other harmless from all such claims, liens and encumbrances growing out of the manufacture, assembly, transit and installation of the Equipment.

EQUAL OPPORTUNITY EMPLOYER

UTC Power shall comply with Executive Order 11246, as amended, which is administered by the United States Department of Labor, Office of Federal Contract Compliance Programs, with the relevant rules, regulations and orders of the Secretary of Labor pertaining thereto, and with all other applicable federal, state and local non-discrimination, non-segregation, affirmative action, veterans employment, and handicapped employment laws, rules, regulations and orders (collectively, the "EEO/AA Requirements"). UTC Power shall provide upon request of Customer or any appropriate federal, state or local regulatory body information and reports required by the EEO/AA Requirements. UTC Power shall include the provisions of this Section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to the Work and Maintenance Services.

CONFIDENTIALITY

- A) **Terms of the Contract.** Neither Party shall disclose the terms of this Contract to a third party (other than such Party's and its affiliates' employees, lenders, counsel, accountants or consultants) except in order to comply with any applicable law, order, regulation or rule; provided, however, that each Party shall give prior notice to the other Party of any proceeding of which it is aware that may result in such disclosure and the Party subject to such proceeding shall use reasonable efforts to prevent or limit the disclosure; and further provided that (i) each Party is deemed to have consented to such disclosure of the terms of this Contract as is necessary to comply with applicable regulatory reporting and filing requirements and (ii) the Party that is subject to such requirements shall give prior notice to the other Party of such disclosure.
- B) **Confidential Information.** Each Party shall hold in confidence and shall not directly or indirectly use or disclose to any person or entity, except as permitted herein, either during the term of this Contract or at any time thereafter, any Confidential Information of the other party. "Confidential Information" shall mean information, including a formula, pattern, compilation, program device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Notwithstanding the foregoing, however, "Confidential Information" does not include information that: (i) is or becomes generally available to the public through no wrongful act of the recipient of such information or its representatives; or (ii) was developed independently by the recipient prior to it being provided to the recipient and without the utilization of any Confidential Information therefrom; or (iii) is or becomes available to the recipient on a non-confidential basis from a source other than the other Party or its representatives; provided that such source is not known by the recipient to be subject to any other confidentiality obligation to the other Party. Each Party shall use the other Party's Confidential Information only for the purpose carrying out its obligations under this Contract, and for no other purpose whatsoever. Each Party shall limit the use and circulation of the Confidential Information to its representatives having an actual and legitimate need to know and only to the extent reasonably necessary to assist such Party in its use of the Confidential Information as permitted herein, and who are informed of the confidential nature of the Confidential Information and are required to keep it confidential in accordance with this Section.
- C) **Remedies.** The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation, including the right to obtain injunctive relief (without the necessity of posting a bond or proving any damages); provided, however, that all monetary damages shall be limited to actual direct damages (subject to the limitation on monetary damages in the section titled LIMITATION OF LIABILITY) and a breach of Subsection (A) above shall not give rise to the right to suspend or terminate the Contract.

PUBLIC STATEMENTS

UTC Power may make or authorize any news releases, advertisements or similar public statements that relate to (i) the existence of this Contract and the Equipment hereunder and (ii) the location of the Equipment as it may choose; provided, however, that UTC Power shall not make or authorize any news releases, advertisements or public statements relating to all other information contained hereunder without the prior written consent of the Customer, which shall not be unreasonably withheld by Customer.

APPENDIX A

BILL OF MATERIALS

PART I – EQUIPMENT

PureCell® Model 400 Equipment	Part #	QNTY
PureCell® Model 400, Natural Gas, 480V/60Hz	FC71640-0001	1
Remote Monitoring System (RMS)	FC74227-01	1
Air cooling module (CM)	FC68997-01	1
Chimney, Elbow	FC79221-01	1
Cap, Rain Diverting	FC79222-01	1
Hardware kit, Short Chimney Installation	FC78082-01	1
Nitrogen manifold assembly, free standing	FC77954-01	1
Tie down bracket (min. Qty 4)	FC69802-01	4
Heat Recovery Monitoring (HRM) System	N/A	1

PART II – ANCILLARY EQUIPMENT (if applicable)

Ancillary Equipment		
Absorption Chiller - 50 Ton Chiller	TBD	1
Dry Cooling Tower (for 50 Ton Chiller - CA)	TBD	1

APPENDIX B

STATEMENT OF WORK

Equipment and Installation STATEMENT OF WORK Norco College

1. UTC Power Responsibilities

1.1. Site Design and Permits

1.1.1. Construction Drawings. Provide the following site-specific stamped construction drawings:

1.1.1.1. Site Plan

1.1.1.2. Structural Plan, Sections and Details

1.1.1.3. Mechanical Flow Diagram

1.1.1.4. Mechanical Layouts, Sections and Details

1.1.1.5. Mechanical Specifications, Schedules and Sequence of Operations

1.1.1.6. Electrical One Line Diagram

1.1.1.7. Electrical Three Line Diagrams

1.1.1.8. Electrical Layouts, Sections and Details

1.1.1.9. Electrical Specifications, Schedules and Sequence of Operations

1.1.2. Permits. Prepare documentation, file and pay for all required permits associated with the installation of the fuel cell (\$5,000 allowance is included in contract price), including:

1.1.2.1. Local construction permits

1.1.2.2. Air permits

1.1.2.3. Zoning permits

1.2. Utility Interconnect Application

1.2.1.1. Prepare technical documentation and provide witness test plan for utility interconnect application. Support interconnect witness test.

1.3. Equipment Delivery and Rigging

1.3.1. Coordinate the ship, rig, and set of UTC supplied equipment (per Appendix A).

1.3.2. Coordinate the ship, rig, and set of all other required equipment per project plans and specifications for a complete installation.

1.4. Installation

1.4.1. Installation Management. Provide complete installation management services including sub-contractor selection, coordination of trades, project scheduling, and progress reporting.

1.4.2. Site Work. Prepare site for equipment pad and fuel cell connections per project-specific requirements.

1.4.3. Equipment Pad. Supply and install a concrete pad for fuel cell and ancillary equipment.

1.4.4. Site Enclosure. Supply and install bollards around fuel cell with suitable access for service.

1.4.5. Cooling Module. Supply and install a fuel cell cooling module and associated piping and wiring. Distance from the fuel cell to the cooling module is not to exceed 20 feet.

- 1.4.6. Natural Gas System. Supply and install natural gas meters, regulator, and piping. Distance from the fuel cell to the natural gas system is not to exceed 50 feet.
- 1.4.7. Nitrogen System. Provide and install nitrogen supply manifold, bottle racks, and piping.
- 1.4.8. Heat Recovery Systems.
 - 1.4.8.1. High-grade system. Supply and install high-grade heat recovery system to interface with absorption chiller including piping, pumps, valves, expansion tanks, and local controls. Distance from the fuel cell to the high-grade interface of absorption chiller is not to exceed 30 feet.
 - 1.4.8.2. Absorption chiller and cooling tower. Furnish and install absorption chiller including cooling tower, piping, chilled water pumps, condenser water pumps, and local controls. Distance from the chiller to campus chilled water interface is not to exceed 30 feet.
 - 1.4.8.3. Low-grade system. Furnish and install low-grade heat recovery system to interface with campus heated water loop including interconnect piping, pumps, valves, expansion tanks, and local controls. Distance from the fuel cell to the low-grade interface is not to exceed 30 feet.
- 1.4.9. Make-up Water System. Supply and install make-up water system to fuel cell from customer supply. Distance from the fuel cell to the make-up water interface is not to exceed 50 feet.
- 1.4.10. Electrical Grid-Connect System. Supply and install electrical system for supplying grid-connect electrical power to building distribution panel including wire, conduit, and circuit breaker. Distance from the fuel cell to the grid-connect interface is not to exceed 60 feet.
- 1.4.11. Electrical Utility Interface and Metering. Supply and install required protection equipment and metering for utility interconnection.
- 1.4.12. Remote Monitoring System (RMS). Supply and install RMS and associated power and communications wiring.
- 1.4.13. Heat Recovery Monitoring (HRM) System. Supply and install HRM system and associated power and communications wiring.

1.5. Equipment Start-Up

- 1.5.1. Flush and fill cooling module and heat recovery fluid systems.
- 1.5.2. Complete Cell Stack Assembly (CSA) dry out and ILS reduction.
- 1.5.3. Complete standard fuel cell Start Up Checklist.

1.6. Inspections and Utility Witness Testing

- 1.6.1.1. Coordinate, provide and pay for trade contractor costs associated with inspections.
- 1.6.1.2. Coordinate, provide and pay for trade contractor charges associated with utility interconnection witness testing.

1.7. Miscellaneous

- 1.7.1. Self Generation Incentive Program Management. Manage process for securing and receiving State Authority funding including all forms and milestone reporting.

1.8. Provide Documentation

- 1.8.1. Final as-built drawings.
- 1.8.2. PureCell® Model 400 Installation Manual.
- 1.8.3. PureCell® Model 400 Owner's Manual.
- 1.8.4. PureCell® Model 400 Installation and Start-up Checklist.
- 1.8.5. PureCell® Model 400 Factory Test Report.

1.9. Exceptions and Assumptions

- 1.9.1. Working Hours. All work shall be performed during core business hours (7 am to 5 pm), no overtime, weekends or holidays, except for the main electrical tie-in which will be performed during non-business hours to minimize disruption to normal building operations.
- 1.9.2. Customer-supplied water and gas analysis must meet the manufacturers' design requirements of the fuel cell.
- 1.9.3. Customer is responsible for maintaining the design conditions and performance of all existing building systems to which the fuel cell system interfaces.
- 1.9.4. No upgrades to site utilities are included in this Agreement such as, but not limited to, natural gas, electricity, water and sewer.
- 1.9.5. No fees for studies are included in this Agreement such as, but not limited to, fault current, advisory boards, air quality studies, and utility required studies.
- 1.9.6. No work related to unknown site conditions are included in this Agreement such as, but not limited to, soil remediation and underground objects.
- 1.9.7. No sound mitigation is provided under this Agreement.
- 1.9.8. No asbestos removal is provided under this Agreement.
- 1.9.9. Union labor is included.
- 1.9.10. No controls integration work with the existing Building (or Energy) Management is provided under this Agreement.
- 1.9.11. Main circuit breaker on switchboard MSB is 3000 amp Cutler-Hammer ND50k and is capable of back feeding power.
- 1.9.12. Southern California Edison meter is located in the MSB electrical yard at the main campus central plant.

2. Customer Responsibilities

2.1. Site Design and Permits

- 2.1.1. Facility Drawings and Specifications. Supply the following up-to-date drawings (in AutoCAD format) and specifications of the current facility:
 - 2.1.1.1. Provide plan view drawings that show existing facilities, equipment, and utilities.
 - 2.1.1.2. Provide electrical one-line drawings that show the main electrical service entrance, main distribution panels, and intended fuel cell interconnection point.
 - 2.1.1.3. Provide mechanical flow diagrams, layout drawings and specifications of any mechanical equipment interfacing with the fuel cell project.
 - 2.1.1.4. Utility Interconnect Application. Prepare documentation, file and pay for utility interconnect application and obtain utility interconnect approval.

2.2. Installation

- 2.2.1. Installation Electrical and Gas Supply. Pay all charges for electricity and natural gas used during installation, and start-up.

APPENDIX C

SCOPE OF SERVICE - SERVICE LEVEL: GOLD

This Service Level includes Preventive Maintenance, as more specifically described below, as well as Unscheduled Maintenance, as more specifically described below.

PREVENTIVE MAINTENANCE:

- **REMOTE MONITORING**

UTC Power shall remotely monitor key performance parameters of each PureCell® System Model 400 fuel cell power plant ("Power Plant") covered by this Contract. Performance data will be recorded and made available in standard format to Customer upon Customer's written request or access to the data repository. The Customer will be advised within four (4) hours of events that UTC Power determines require service action after such events are recorded. UTC Power shall provide the Customer with all updates to the PureCell® System Model 400 Customer advisory information as issued.

- **PREVENTIVE MAINTENANCE ACTIVITIES**

UTC Power shall be responsible for performing "Preventive Maintenance" of the Power Plant. The current Preventive Maintenance activities are listed in the Preventive Maintenance Schedule attached hereto. All Preventive Maintenance performed under this Contract will be performed during regular working hours of regular working days for the technicians who perform the service. If the Customer requests overtime service, the Customer agrees to pay extra for the overtime-premium hours at UTC Power's overtime billing rates. There will be no charge for the straight time portion. Customer will reimburse UTC Power for any rigging, hoisting and related services and equipment necessary to perform Preventive Maintenance. The Customer acknowledges that, upon agreement as to a timely schedule, UTC Power will be permitted to shutdown the Power Plant(s) in connection with Preventive Maintenance performed under this Contract.

- **OFF-SITE TECHNICAL SUPPORT**

UTC Power shall provide the Customer with off-site technical support associated with Power Plant operation, including troubleshooting of operational issues, providing technical information related to the operation of the Power Plant, and performing remote diagnostics. UTC Power's customer support personnel shall be available by telephone at all times and shall address email requests received from the Customer during UTC Power's regular business hours.

UNSCHEDULED MAINTENANCE:

- "Unscheduled Maintenance" includes provision of the parts and labor required to return the Power Plant to operation in the event of an unscheduled shutdown. This Contract covers Unscheduled Maintenance, subject to the terms and conditions herein. Customer will be responsible for a portion of the cost of parts and labor associated with Unscheduled Maintenance pursuant to the table set forth in Appendix D.
- Unscheduled Maintenance specifically **excludes** repair or replacement of any equipment (and the associated labor) other than the parts of the Power Plant and the Cooling Module as set forth herein.
- UNSCHEDULED MAINTENANCE UNDER THIS CONTRACT INCLUDES REPLACEMENT OF THE CELL STACK ASSEMBLY AND THE FUEL PROCESSING SYSTEM, WHICH INCLUDES THE REFORMER AND THE INTEGRATED LOW TEMPERATURE SHIFT CONVERTER. IN THE EVENT ANY SUCH REPLACEMENT IS REQUIRED DURING THE TERM, EACH PARTY SHALL BE RESPONSIBLE FOR ITS RESPECTIVE PORTION OF THE COST PURSUANT TO THE TABLE SET FORTH IN APPENDIX D.

Table 1. Preventive Maintenance Schedule

Maintenance Procedures Description	Frequency
Filter Cleaning/Replacement	Annual
Resin Replacement	Annual (Upon Conductivity Alarm)
Flow Orifice Inspection	Annual
Pump Gasket Inspections	Annual
Wiring Visual Inspection	Annual
Water Quality Evaluation	Annual
Verify Proper Operation of Control Valves	Annual
Pressure Relief Valve Visual Inspection	Annual
Clean Flame Sensor	Annual
Perform Gas Analysis	Annual
Clean and Inspect Igniter	Annual
Powerplant Tuning	Annual
Heat Exchanger Cleaning and Inspection	Annual
Ancillary Coolant System Fluid Evaluation	Annual
Obtain Substack Voltages	Annual
General Cleaning and Inspection of ESM for Dust and Corrosion	Annual
Duct Inspections	Annual
Freeze Protection System Inspection	Annual
Ground Fault Circuit Interrupter Outlet Testing	Annual
Sensor Calibration	Annual
Uninterruptible Power Supply Battery Replacement	Annual
Flow Orifice Replacement	3 Years
PCS Check Terminal Tightness	3 Years
Pump Replacements	5 Years
Pressure Relief Valve Replacement	5 Years
Controller Battery Replacement	5 Years
Variable Speed Drive Cooling Fan Replacement	5 Years
Drive Removal	As Needed

*Please refer to the Owner's Manual (FCMAN72447) for the latest Preventive maintenance table.

APPENDIX D

COST OF UNSCHEDULED MAINTENANCE

The cost of Unscheduled Maintenance is defined within the table set forth below, and shall be subject to additions and deductions authorized pursuant to the Contract. Customer shall be responsible for paying the Annual Payment amount set forth in the Contract, plus the Customer's share of the cost of any Unscheduled Maintenance, pursuant to the table below; provided, however, that during the first five (5) years of the Term, the Customer shall not be responsible for making additional payments for Unscheduled Maintenance.

Year	Percentage of Coverage Included in the Annual Payment Amount (UTC Power share of component replacement cost)	Additional Payment Amount based on Percentage of Coverage (Customer share of component replacement cost)
1	100%	\$0
2	100%	\$0
3	100%	\$0
4	100%	\$0
5	100%	\$0
6	70%	30% of cost of required component replacement-parts and labor
7	65%	35% of cost of required component replacement-parts and labor
8	60%	40% of cost of required component replacement-parts and labor
9	55%	45% of cost of required component replacement-parts and labor
10	50%	50% of cost of required component replacement-parts and labor

After the end of year five, Customer's share shall be pro-rated, based on the month of the year during which the replacement is required. For example: if replacement is required after five (5) years and six (6) months, Customer's share would be 15%; if replacement is required after eight (8) years and three (3) months, Customer's share would be 61.25%.

APPENDIX E

PURECELL[®] SYSTEM MODEL 400 SPECIFICATION

Electrical Power Output:	400 kW, 480VAC, 60 Hz
Recoverable Thermal (maximum@400kW electrical output at beginning of life):	Up to 1.734 MMBTU / hr*

*Values will change over the life of the product, See, “UTC Power PureCell System Model 400 Application and Data Guide” for details.



Agenda Item (VIII-E-1)

Meeting	10/16/2012 - Regular
Agenda Item	Committee - Facilities (VIII-E-1)
Subject	Change Order 1 for Alumni Carriage House Restoration with LSC Construction
College/District	District
Funding	District Allocated Measure C Funds
Recommended Action	It is recommended the Board of Trustees approve: (1) project Change Order 1 with LSC Construction in the amount totaling \$13,513; and (2) the change order in excess of ten percent by a total of \$5,263.

Background Narrative:

On March 20, 2012, the Board of Trustees ratified a contract with LSC Construction for the Alumni Carriage House Restoration project. Project construction progressed, but due to various unforeseen circumstances Change Order 1 is required.

Staff now requests approval of Change Order 1 with LSC Construction in the amount of \$13,513 for the Alumni Carriage House Restoration project. LSC Construction contract would now total \$96,013, exceeding the allowable ten percent contingency by a total of \$5,263. A Change Order Summary is attached for the Board's review and consideration.

Requested changes are within the original project budget approved by the Board of Trustees, and will be paid from project contingency funds.

Prepared By: Orin Williams, Associate Vice Chancellor, Facilities Planning & Development
Dale Adams, Project Manager

Attachments:

[20121016_Change Order 1_LSC Construction](#)

Riverside Community College District
 Facilities Planning, Design and Construction
 Alumni Carriage House Restoration

CHANGE ORDER SUMMARY

Change Order: 1
 Contractor: LSC Construction

<i>Contract Amount:</i>	\$	82,500.00
<i>Change Order 1 Amount</i>	\$	13,513.00
<i>Revised Contract Sum:</i>	\$	96,013.00
<i>Original Change Order Allocation:</i>	\$	8,250.00
<i>Change Order Amount Above Original Allocation:</i>	\$	5,263.00

Change Order 1 Description:

Lead and asbestos abatement. <i>Requested by: District</i> <i>Accountability: Unforeseen</i>	\$2,682.00
Remove and replace top plate and floor joist patch due to termite damage. <i>Requested by: District</i> <i>Accountability: Unforeseen</i>	\$1,238.00
Replace 4x4 posts and +/- 12' wall between post and jamb with new studs. Patch to match existing as required. Replace walls between (E) post and (E) exterior swinging doors at storage room 101 and 104. Replace (E) posts as well. All do to termite damage. <i>Requested by: District</i> <i>Accountability: Unforeseen</i>	\$2,279.00
Water leak investigation. Water under the foundation and driveway, saturated the ground. <i>Requested by: District</i> <i>Accountability: Unforeseen</i>	\$2,857.00
Water valve relocation. <i>Requested by: District</i> <i>Accountability: To correct maintenance leak</i>	\$264.00
Replace all existing window headers, 4 in all header supports. <i>Requested by: District</i> <i>Accountability: Architect</i>	\$1,313.00
Add a guard rail at the landing to the ramp. <i>Requested by: City of Riverside Inspector</i> <i>Accountability: Errors and Omission</i>	\$2,110.00
Add a 6 inch concrete curb to the ADA ramp exit. <i>Requested by: City of Riverside Inspector</i> <i>Accountability: Errors and Omission</i>	\$770.00



Agenda Item (VIII-E-2)

Meeting	10/16/2012 - Regular
Agenda Item	Committee - Facilities (VIII-E-2)
Subject	Amendment 6 for Norco Operations Center with Hill Partnership, Inc.
College/District	Norco
Funding	College Allocated Measure C Funds
Recommended Action	It is recommended that the Board of Trustees approve Amendment 6 with Hill Partnership, Inc. in the amount of \$3,470 for additional architectural and engineering services.

Background Narrative:

Staff requests approval of Amendment 6 with Hill Partnership, Inc. (HPI) in an amount not to exceed \$3,470 for additional architectural and structural engineering services to revise the structure for the rooftop screen at the mechanical equipment, coordination of engineering disciplines, and process a Field Change Directive to the Division of the State Architect. Amendment 6 is attached for the Board's review and consideration. The HPI agreement, including the amendments and reimbursable expenses, totals \$1,007,171.50.

The requested amendment is within the original project budget approved by the Board of Trustees, and will be paid from project contingency.

Prepared By: Paul Parnell, President, Norco College
David Bobbitt, Interim Vice President, Business Services (MVC/NC)
Laurens Thurman, District Consultant
Orin Williams, Associate Vice Chancellor, Facilities Planning & Development

Attachments:

[20121016_Amendment 6_HPI](#)

SIXTH (6) AMENDMENT TO AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
HILL PARTNERSHIP, INC.
(Operations Center Project – Norco College)

This document amends the original agreement and amendments between the Riverside Community College District and Hill Partnership, Inc., which was originally approved by the Board of Trustees on May 19, 2009.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$3,470, including reimbursable expenses. Hill Partnership, Inc.'s agreement, including amendments and reimbursable expenses, now totals \$1,007,171.50. The term of this agreement shall be from the original agreement date of May 20, 2009, to the extended estimated completion date of December 31, 2013. Payments and final payment shall coincide with the original agreement.
- II. The additional scope of work is described 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 Amendment as of the date written below.

HILL PARTNERSHIP, INC.

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____

Lawrence A. Frapwell
President
115 Twenty-Second St.
Newport Beach, CA 92663

By: _____

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Project: Norco Operations Center

SERVICES

Provide architectural and structural engineering design services for the following additional scope of work at a fixed fee total amount of \$3,470.

Additional Scope of Work:

- Structural modification required to resolve numerous undocumented existing conduit banks crossing through the middle of the building (RFI#20) footprint;
- Elimination of the structure for the rooftop screen wall at the mechanical equipment;
- Coordination of engineering disciplines;
- Process a Field Change Directive to Division of the State Architect.



Agenda Item (XII-A)

Meeting	10/16/2012 - Regular
Agenda Item	Business From Board Members (XII-A)
Subject	Presentation of Annual Report By Measure C Citizens' Bond Oversight Committee
College/District	District
Funding	Measure C Bond
Recommended Action	It is recommended that the Board of Trustees accept the RCCD Measure C Citizens' Bond Oversight Committee 2009/10 Annual Report.

Background Narrative:

Proposition 39 and the Bylaws of the RCCD Measure C Citizens' Bond Oversight Committee require that the Committee submit an annual report to the Board of Trustees each year. The report is submitted as an information item and details the activities of the Committee during the past year in a format determined by Committee members. The RCCD administrator who staffs the Committee prepares the report; its content is reviewed and approved by the Committee prior to presentation to the Board of Trustees.

Prepared By: Jim Parsons, Assoc Vice Chancellor, Strategic Communications & Relations

Attachments:

[Annual Report by Citizens' Bond Oversight Committee](#)



Summary of the Citizens' Bond Oversight Committee

Proceedings and Activities 2011-12

Meetings of the Citizens' Bond Oversight Committee

The Committee conducts its meetings in accordance with the provisions of the Ralph M. Brown Public Meeting Act, Government Code Sections 54950 et seq. Meeting notices and agendas are sent to members of the Committee within the required period and are posted at RCCD campuses and education centers. Meeting notices, agendas, minutes, and documents and reports received by the Committee are a matter of public record and are available through the RCCD website: <http://www.rcc.edu/cboc> or by calling the RCCD Strategic Communications and Relations office at (951) 222-8857.

Meeting – October 13, 2011

Riverside City College
Digital Library & Learning Resources Center, Rm. 409
4800 Magnolia Avenue
Riverside, CA 92506



Riverside Aquatics Complex –
Riverside City College

- Riverside City College President Cynthia Azari briefed the Committee about Measure C projects located on her campus and discussed the rationale behind the maintenance and placement of the “poison garden” as an educational tool designed to share information about common household plants that are toxic.
- Vincenti, Lloyd & Stutzman LLP presented the 2010-11 Annual Audit as required by Proposition 39. Topics discussed included the fact that full committee membership was maintained during the audit year and quorums were present at all meetings. Members sought clarification on the scope of the audit and the types of items included in the audit, as well as D series bonds accrued interest and Build America Bonds. Staff explained Measure C related positions could be paid for with Measure C funds, and the Committee requested information about any legal expenses related to litigation involving Measure C projects.
- Chief of Staff Chris Carlson reviewed the Board of Trustees’ discussion about the purchase of parking spaces in downtown Riverside in support of the RCCD Downtown Renaissance Block; estimated savings to District were \$4.1 million, and District has the option of selling unused spaces back to the City of Riverside.
- RCCD Facilities Planning, Design & Construction staff reviewed current Measure C projects at all colleges, including a comprehensive construction program schedule. Discussion centered on the rescoping of Moreno Valley College’s Learning Gateway project, which would result in several other college projects moving up in priority.
- RCCD Finance staff discussed Measure C financial expenditures and distributed information about potential energy use rebates related to the Riverside Aquatics Complex.
- The Committee established its regular meeting schedule for 2012, changing the meeting time to 4 p.m. to accommodate members’ schedules and commitments.

Meeting – January 12, 2012

Norco College
Industrial Technology Building, Rm. 218
2001 Third Street
Norco, CA 92860



Dental Education Center opening –
Moreno Valley College

- RCCD Purchasing Manager Majd Askar distributed and discussed information related to the bid process the District follows, including RFPs, RFQs, contractor lists, and “piggybacking” on other public entities’ awarded bids in order to realize the best price for services or goods. Vice Chair Dale sought clarification about how the PLA affects the process; PLA jobs are handled through construction management firms and adhere to requirements established under the PLA agreement. Discussion included construction management agreements, how firms are prequalified for selection pools, and the Board of Trustees’ publicly stated support for the use of qualified local firms whenever possible.
- RCCD Finance staff distributed the Measure C Financial Summary Report and discussed the emergency phone replacement/installation project, energy self-generation projects at Norco College, and how long-term financing concerning general obligation bonds works.
- RCCD Facilities, Planning, Design & Construction staff distributed the Program Executive Summary report and discussed the problems related to the renovation of Wheelock Gymnasium, which included anticipated project augmentations of \$1.8 million due to issues such as the moisture content in the subflooring. Also discussed was construction progress on the Center for Social Justice & Civil Liberties in downtown Riverside, Norco College secondary effects, and Phase II planning at Moreno Valley College.

Meeting – April 12, 2012

Riverside City College
Math and Science Building, Rm. 111
4800 Magnolia Avenue
Riverside, CA 92506

- RCC Vice President Ed Bush briefed the Committee about the opening of the School of Nursing and Math and Science Building, which attracted approximately 300 people. He also mentioned that Wheelock Gymnasium would hold its official opening in fall 2012.
- RCCD Finance staff distributed the Measure C Financial Report and discussed the recommitment of Measure C funds at Moreno Valley College due to the deferment of the Learning Gateway Building. Committee Chair Chavez asked about health and safety issues related to delayed construction, and Vice Chair Dale asked about Wheelock Stadium cost overruns, which equaled about \$5 million. Both questions were addressed. With regard to the Learning Gateway Building, it was noted that MVC had designated the updating of its Facilities Master Plan as a top priority.
- Committee members suggested that an archive be created related to Board actions dealing with Measure C projects so that information about project overruns and potential legal issues was more accessible. Staff agreed to look into establishing such an archive, with possible implementation before the end of the calendar year.
- Vice Chair Dale asked if contingency funds were available to deal with cost overruns and any legal issues related to construction; staff confirmed that each project had such contingency funds incorporated in its budget.
- Chair Chavez asked if the disbandment of Economic Redevelopment Agencies would affect future plans for the RCCD Renaissance Block (Answer: No), and Member Hix asked for clarification about program reserves, which Finance staff addressed.
- RCCD Facilities Planning, Design & Construction staff distributed the Program Executive Summary and discussed Phase II plans at Moreno Valley College, the Network Operations Center at Norco College, and future Student Services facilities at Riverside City College.

- Director of Construction Bart Doering presented the “Learning Gateway Building—Decision Point” PowerPoint, previously shown to the Board of Trustees. The presentation detailed the rationale and benefits of deferring the Learning Gateway project in favor of multiple other college projects. Vice Chair Dale asked about the value of the \$5 million already expended on the project; the planning and drawings can still be used within a five year period, Doering replied, and noted that \$3 million of the total amount had been used to construct the MVC Lions Lot parking area, which added 144 new parking spaces on campus.
- Committee members asked several questions about Measure C construction: 1) Any significant changes or surprises in current projects? Answer: Wheelock Gymnasium’s foundation and wall support issues. 2) Impact of construction on students? Answer: Member Hix reported that parking issues were apparent, but that she was unaware of the construction affecting students’ schedules beyond that. 3) What about the cracks in Math and Science Building ceilings, and missing items such as fire sprinkler covers? Answer: The problems were being addressed with the contractor.
- Member Hix requested consideration be given to developing less confusing maps. Staff responded that the maps would be looked at during the next scheduled cycle of map updates.

Meeting – July 14, 2012

Riverside City College
Digital Library & Learning Resources Center, Rm. 409
4800 Magnolia Avenue
Riverside, CA 92506



Newly renovated Wheelock Gymnasium –
Riverside City College

- Vice Chancellor Jim Buysse discussed Bond Counsel’s opinion on the use of Measure C money to pay for District facilities as part of the RCC Culinary Arts Academy project in downtown Riverside. Issue was on a previous Board of Trustees agenda. Bond Counsel found the use permissible under the language contained in the 2004 ballot measure.
- Vice Chair Dale asked about the Coil School for the Arts and whether the original concept for the school would be retained. Dr. Buysse outlined the Board’s decision to rescope the project, which will now be constructed with Measure C funds. The Board’s action preserved general aspects of the original concept. Dale also asked if subterranean parking would have been retained if state funds were used for the project. Answer: No, given the deal with the City of Riverside for parking spaces in an existing structure, which will save the District over \$4 million.
- RCCD Finance staff distributed the Financial Summary Report indicating that \$63 million in Measure C projects were in progress, and that \$2.3 million in completed projects were reflected.
- RCCD Facilities Design & Planning staff discussed Measure C project savings reallocated to remaining projects, the additional Measure C district allocation toward the Coil School for the Arts, and other reallocations including RCC’s decision to proceed with its new Cosemetology building. The Program Executive Summary was distributed, and further discussion occurred about \$5 million in unused Measure C completed project budgets being returned to respective colleges. Those funds will be available for future projects.
- The new Director of Construction assigned to Riverside City College, John Baker, was introduced to the Committee.
- Committee members asked several general questions: 1) What was the status of the Iddo Benzeevi land donation? Answer: Negotiations are ongoing. 2) What was happening with tennis courts at RCC? Answer: Courts on top of the parking structure would be rebuilt in the Lovekin Complex area on the lower campus and the current location would be resurfaced to provide additional parking spaces. 3) Will something similar to the MVC emergency phone upgrade occur at RCC and NC? Answer: No current plans, but future upgrades are being discussed.
- Related to the emergency phone project, Member Kraus expressed concerns that Measure C funds—a long-term payment mechanism—were being used to pay for projects deemed as repairs.

Statement of Compliance

This Annual Report is submitted to the Board of Trustees by the Riverside Community College District Citizens' Bond Oversight Committee.

This Committee advises that, to the best of its knowledge, the Riverside Community College District complies with the requirements in Article XIII A, Section 1(b) (3) of the California Constitution. In particular, bond revenue has been expended only for the purposes so described in Measure C and no funds were used for any teacher or administrative salaries or other operating expenses as prohibited by Article XIII A, Section (b) (s) (a) of the California Constitution.

Respectfully submitted:
Richard Chavez, Chair
Citizens' Bond Oversight Committee

Date: October 16, 2012

Riverside Community College District
Citizens' Bond Oversight Committee

2011-12 Annual Report



Submitted to the
Riverside Community College District
Board of Trustees
October 16, 2012



2011-12 Annual Report



Riverside Community College District
Citizens' Bond Oversight Committee



School of Nursing and Science/Math Building –
Riverside City College



Student Academic Services Building Groundbreaking –
Moreno Valley College

Richard Chavez, Chair
Allison Dale, Vice Chair
Dave Barnhart
Nicolas Ferguson
Rikki Marie Hix
Jeff Kraus
Robert Taylor



Agenda Item (XII-B)

Meeting 10/16/2012 - Regular

Agenda Item Business From Board Members (XII-B)

Subject Update from Members of the Board of Trustees on Business of the Board.

College/District District

Information Only

Background Narrative:

Members of the Board of Trustees will briefly share information about recent events/conferences they attended since the last meeting

Prepared By: Chris Carlson, Chief of Staff

Attachments:



Agenda Item (XIII-A)

Meeting	10/16/2012 - Regular
Agenda Item	Closed Session (XIII-A)
Subject	Pursuant to Government Code Section 54957, Public Employee Discipline/Dismissal /Release
College/District	District
Funding	n/a
Recommended Action	To Be Determined

Background Narrative:

None

Prepared By: Greg Gray, Chancellor

Attachments: