

RIVERSIDE COMMUNITY COLLEGE DISTRICT
Board of Trustees – Regular Meeting –
April 28, 2009 - 6:00 p.m. – Student Services 101, Moreno Valley Campus

AGENDA

ORDER OF BUSINESS

Pledge of Allegiance

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

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

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

- I. Approval of Minutes - Regular Meeting of March 17, 2009
- II. Chancellor’s Reports
 - A. Communications
Chancellor will share general information to the Board of Trustees, including federal, state, and local interests and District information.
Information Only
- III. Student Report
- IV. Comments from the Public
- V. Consent Items
 - A. Action
 1. Personnel
- Appointments and assignments of academic and classified employees.

- a. Academic Personnel
 1. Appointments
 - (a) Management
 - (b) Contract Faculty (None)
 - (c) Long-Term, Temporary Faculty (None)
 2. Salary Placement Adjustment
 3. Separation
- b. Classified Personnel
 1. Appointments
 - (a) Management/Supervisory (None)
 - (b) Management/Supervisory – Categorically Funded (None)
 - (c) Classified/Confidential
 - (d) Classified/Confidential – Categorically Funded (None)
 - (e) Short Term
 - (f) Temporary As Needed Student Workers
 2. Leave for Military Reserve Duty
 3. Request to Rescind Appointments
 4. Separation(s) (None)
2. Purchase Order and Warrant Report—All District Funds
- Recommend approving/ratifying the Purchase Orders, Purchase Order Additions, and District Warrant Claims issued by the Business Office.

3. Budget Adjustments
 - a. Budget Adjustments
 - Request approval of various budget transfers between major object codes as requested by administrative personnel.
 - b. Resolutions to Amend Budget
 1. Resolution to Amend Budget – Resolution No. 39-08/09 2008-2009 Zenith Mentoring Foster Youth/Independent Living Program
 - Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said Resolution.
 2. Resolution to Amend Budget – Resolution No. 40-08/09 2008-2009 UCR Aurora Project Subaward
 - Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said Resolution.
 3. Resolution to Amend Budget – Resolution No. 44-08/09 2008-2009 Board Financial Assistance Program – Student Financial Aid Administrative Allowance (BFAP-SFAA) Capacity Program
 - Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said Resolution.
 - c. Contingency Budget Adjustments
 - Recommend approving, by a two-thirds vote, contingency budget transfers as presented.
4. Bid Awards (None)
5. Out-of State Travel
 - Recommend approving out-of-state travel requests.
6. Grants, Contracts and Agreements
 - a. Contracts and Agreements Report Less than \$76,700 – All District Funds
 - Recommend ratifying the listing of the District’s contracts and agreements that are less than \$76,700, pursuant to Public Contract Code Section 20650.
 - b. Amendment to the Agreement with the State of California,

Department of Rehabilitation

- Recommend ratifying an amendment to the agreement to provide assistance in securing employment and training to students.

- c. Resolution to Certify Contract Approval for Tech Prep Regional Coordination Grant
- Recommend approving the certification for approval of the grant.
- d. Integrated Systems Mechatronics and Process Automation System
- Recommend selecting the proposal for a software and hardware solution to support the manufacturing curriculum to be taught in the Industrial Technology Building Manufacturing Laboratory at the Norco Campus.

7. Other Items

- a. Destruction of Class 3 Safety and Police Records
- Recommend approving the destruction of RCCD Safety and Police documents dated 1987-2005.
- b. Authorization to Encumber Funds – Resolution No. 42-08/09
- Recommend adopting a resolution allowing staff to submit requisitions and the Purchasing Manager to issue purchase orders beginning in mid-June for the fiscal year 2009-2010, and authorizing the signing of the resolution.
- c. Surplus Property
- Recommend declaring listed property as surplus; finding the property does not exceed \$5,000, and authorizing the property be sold on behalf of the District.

Recommended Action: Request for Approval and Ratification

B. Information

- 1. Monthly Financial Report
- Informational report relative to financial activity for the period from July 1, 2008 through March 31, 2009.

2. Measure C Project Commitments Summary Report
- Informational report relative to Measure C general obligation bond financial activity through the period ended March 31, 2009.

Information Only

VI. Board Committee Reports

- A. Teaching and Learning Committee (None)
- B. Resources Committee
 1. Bradshaw Emergency Electrical Service Repair – Change Order
- Recommend approving a deductive change order in the amount of \$50,000.
 2. Construction Management Services – Staff Augmentation
- Recommend approving a construction management services agreement with C. W. Driver and the use of District Measure C funds.
 3. Wheelock Gymnasium, Seismic Retrofit Project: Construction Management Services
- Recommend approving a construction management services agreement with Tilden Coil Constructors, Inc., and the expenditure of project funds for multiple prime construction management services.
 4. Riverside Nursing/Sciences Building Project: Inspection Services
- Recommend approving agreements with River City Testing and Inland Inspections & Consulting for DSA inspection and testing laboratory services.

Recommended Action: Request for Approval

- C. Planning Committee
 1. Moreno Valley Parking Structure and Surge Space, Architectural Services
- Recommend approving an agreement with LPA to provide planning and design services.

Recommended Action: Request for Approval

D. Governance Committee

1. Revised and New Board Policies – First Reading
- Recommend accepting Administrative Procedure 2431 and Board Policies 3300, 3315, 3500, 3510, 3520, 3530, 3540, 3560, 3600, 3720, 3810, 4023, 5900, 7110, 7121, and 7500.
Recommended Action: Accept for First Reading
2. Resolution No. 38-08/09 Authorizing the Chancellor, or Designee, of the District to Allow, Settle, or Reject Specified Claims Brought Against the District Under the Tort Claims Act and Resolution No. 41-08/09 Designating Certain Volunteers as Employees
- Recommend adopting the updated resolutions.
Recommended Action: Request for Adoption
3. Existing Board Policies 3230, 4230 and 6230 – Smoking/Non-Smoking
- Recommend receiving for information only.
Information Only

- E. Board of Trustees Committee Meeting Minutes
- Recommend receipt of minutes from the March 10, 2009 Board of Trustees Teaching and Learning, Planning, Resources, and Governance Committee meetings.
Information Only

VII. Administrative Reports

A. Vice Chancellors

1. Resolution No. 43-08/09 – Resolution to Recognize Classified School Employee Week
- Recommend adopting the resolution and designate the week of May 18-22, 2009 as Classified School Employee Week.
Recommended Action: Request for Adoption
2. Summer Workweek
- Recommend approving the four-ten hour day (4/40) workweek from June 15-August 21, 2009 for classified and confidential support staff, with exception.
Recommended Action: Request for Approval

B. Presidents

VIII. Academic Senate Reports

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

IX. Bargaining Unit Reports

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

X. Business from Board Members

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

XI. Closed Session

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

Recommended Action: To be Determined

XII. Adjournment

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING
OF MARCH 17, 2009

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

CALL TO ORDER

Trustees Present

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

Staff Present

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

Guest(s)

Mr. Jamil Dada, Senior Financial Manager, Provident Bank Investment Services
Mr. Sperry MacNaughton, Chancellor Search Consultant
Mr. Jonathan Ruth, Vice President, Piper Jaffray and Company

Mr. John McAvoy, RCC neighbor and Father of Board President Virginia Blumenthal, led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Ms. Green, seconded by Mr. Medina, moved that the Board of Trustees amend the agenda to take public comments at this time. Motion carried. (5 ayes)

MOTION TO AMEND AGENDA

Comments were made by Mr. Michael Peel and Mr. Rick Fochtman regarding the U.S. Green Building Council and the American Institute of Architects.

PUBLIC COMMENTS

CHANCELLOR'S REPORTS

Ms. Green, seconded by Mr. Medina, moved that the Board of Trustees amend the agenda to recognize students at this time. Motion carried. (5 ayes)

Dr. Muto and Dean Meier introduced Basketball Coach John Smith, who led the recognition of his team that won the State Basketball Championship last weekend.

“Recognition of the RCC State Championship Basketball Team”
– Dr. Jan Muto, President,
Riverside City College”

Dr. Muto introduced Dr. Ward Schinke, Associate Professor, Political Science, who led the recognition of the Model United Nations Team who were present: Mr. Edward Cortez, Mr. Josue Landa, Ms. Rosie Lopez, and Ms. Mahnoor Shazhad.

“Recognition of Students from the RCC Model United Nations”
– Dr. Jan Muto, President,
Riverside City College

The Board adjourned to closed session at 6:30 p.m., pursuant to Government Code Section 54957, public employment, to consider the Chancellor appointment, and, pursuant to Government Code Section 54957.6, to confer with labor negotiator, unrepresented employee: Chancellor; District designated representative: Mr. Sperry MacNaughton.

CLOSED SESSION

The Board reconvened to open session at 6:44 p.m.

RECONVENE TO OPEN SESSION

Board President Blumenthal announced that, in accordance with Government Code Sections 54957 and 54957.6, the Board of Trustees appoints Dr. Gregory Gray as the next Chancellor of Riverside Community College District. (5 ayes)

President Blumenthal introduced Chancellor-designate Gray, who made short remarks, and recessed the meeting at 7:02 p.m., for 30 minutes for a reception in the Art Gallery in the A. G. Paul Quadrangle.

RECESS

The Board reconvened to open session at 7:35 p.m.

RECONVENE TO OPEN SESSION

Ms. Figueroa, seconded by Ms. Green, moved that the Board of Trustees approve the minutes of the special meeting of February 18, 2009. Motion carried. (5 ayes)

MINUTES OF THE SPECIAL MEETING OF FEBRUARY 18, 2009

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the minutes of the regular meeting of February 24, 2009. Motion carried. (5 ayes)

MINUTES OF THE SPECIAL MEETING OF FEBRUARY 24, 2009

CHANCELLOR'S REPORTS

Board President Blumenthal led the recognition of Mr. Jamil Dada for his service to the public and to the Riverside Community College District Measure C Citizens' Bond Oversight Committee.

Recognition of Former Citizens' Bond Oversight Committee Member

Ms. Jones presented the report about recent and future student activities at the Moreno Valley Campus and Riverside City College. Norco Campus Student Body President Karina Medel presented the report about recent and future activities at the Norco Campus.

STUDENT REPORT

CONSENT ITEMS

Action

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

Approve the amended listed academic and classified appointments, and assignment and salary adjustments; (Appendix No. 45)

Academic and Classified Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$9,345,414 and District Warrant Claims totaling \$4,800,228; (Appendix No. 46)

Purchase Order and Warrant Report – All District Funds

Approve the budget transfers as presented; (Appendix No. 47)

Budget Adjustments

Approve adding the revenue and expenditures of \$100,000 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 34-08/09 2008-2009 CTE Community Collaborative Project

Approve adding the revenue and expenditures of \$10,500 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 35-08/09 2008-2009 CTE Community Collaborative Project - UNITE

Approve adding the revenue and expenditures of \$90,000 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 37-08/09 2008-2009 EWD Regional Consortia Demonstration Project

Approve the contingency budget transfer, by a two-thirds vote of the members, as presented; (Appendix No. 48)

Contingency Budget Adjustments

Award thirty-two (32) construction trade bids listed for the total amount of \$8,538,649, and authorize the Vice Chancellor, Administration and Finance, to sign the associated agreements, and reject the Final Clean, Terrazzo Flooring and Information Technology and Audio Visual construction trade bids, and authorize re-bidding those trades after revising the specifications; (Appendix No. 49)

Bid Awards – Student Success Center - Norco

Grant out-of-state travel as amended; (Appendix No. 50)

Out-of-State Travel

Ratify the listed contracts and agreements totaling \$335,114; (Appendix No. 51)

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

Declare the property listed to be surplus; find that the property does not exceed the total value of \$5,000; and authorize the property to be consigned to The Liquidation Company to be sold on behalf of the District, by unanimous vote; (Appendix No. 52)

Surplus Property

Accept the project as complete, approve the execution of the Notice of Completion (under Civil Code Section 3093 – Public Works), and authorize the Board President to sign the Notice;

Notice of Completion – Utility Retrofit Improvement Project

Accept the project as complete, approve the execution of the Notice of Completion (under Civil Code Section 3093 – Public Works), and authorize the Board President to sign the Notice.

Notice of Completion – Soccer Field Phase I Project, Norco Campus

Motion carried. (5 ayes)

Information

The Board received the summary of financial information from July 1, 2008-February 28, 2009.

Monthly Financial Report

The Board received for review and information a report on Measure C general obligation bond financial activity through the period ended February 28, 2009.

Measure C Project Commitments Summary Report

BOARD COMMITTEE REPORTS

Resources

Mr. Takano, seconded by Ms. Figueroa, moved that the Board of Trustees approve the agreement with River City Testing, to provide DSA inspector of record, special inspection and materials testing services for the Norco Student Support Center Project, in the amount of \$425,722.50, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Norco Student Support Center Project

Mr. Takano, seconded by Ms. Green, moved that the Board of Trustees approve the change order for the project for Western Rim Constructors, Inc., in the amount of \$3,385.53, and authorize the Associate Vice Chancellor, Facilities Planning, Design and Construction, to sign the Change Order. Motion carried. (5 ayes)

Phase III – Norco/Industrial Technology Project – Change Order

Mr. Takano, seconded by Mr. Medina, moved that the Board of Trustees approve the amendment with Barnhart Inc., a Heery International Company, approve the amended amount not to exceed \$5,752,765, and authorize the Vice Chancellor, Administration and Finance, to sign the amendment. Motion carried. (5 ayes)

Riverside Nursing/Sciences Building Project

Mr. Takano, seconded by Ms. Green, moved that the Board of Trustees encourage the Foundation to proceed with a vigorous private fundraising effort for the Aquatics Complex, and authorize the staff to proceed with the bid process for the Aquatics Complex once plans are approved by DSA, with the bid results then presented to the Board for its review and consideration at the next regularly scheduled Board meeting following completion of the bid process. Motion carried. (5 ayes)

Riverside Aquatics Complex Status Report

Mr. Takano, seconded by Ms. Green, moved that the Board of Trustees approve Option 3 whereby faculty, management and confidential staff would receive the FY 2008-2009 COLA through June 30, 2009, with the COLA component of the current year salary package deleted thereafter. Motion carried. (5 ayes)

2008-2009 Salary Adjustment

Planning Committee

Ms. Green, seconded by Mr. Medina, moved that the Board of Trustees approve funding, in the amount of \$500,000, using Measure “C” Funds for planning and design, and approve the agreement with HMC Architects to provide design services, in an amount not to exceed \$239,500, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

March Dental Education Center

Ms. Green, seconded by Ms. Figueroa, moved that the Board of Trustees approve use of \$4,750,000, using District Measure “C” funds for the planning and design of the Moreno Valley Parking Structure and surge space. Motion carried. (5 ayes)

Moreno Valley Parking Structure

Governance

Ms. Figueroa, seconded by Ms. Green, moved that the Board of Trustees delegate authority to the Chancellor regarding Special Projects. Motion carried. (5 ayes)

Board of Trustees Agendas –
Enhancing Policy Making

Ms. Figueroa, seconded by Mr. Medina, moved that the Board of Trustees approve Board Policies 3100, 3550, 3710, 3750, and 3820. Motion carried. (5 ayes)

Revised and New Board Policies –
Second Reading

Ms. Figueroa, seconded by Ms. Green, moved that the Board of Trustees approve Board Policies 4106, 4222, 4226, and 4600. Motion carried. (5 ayes)

Ms. Figueroa, seconded by Mr. Medina, moved that the Board of Trustees approve Board Policies 5031, 5055, 5110, 5120, 5300, 5550, and 5700. Motion carried. (5 ayes)

Ms. Figueroa, seconded by Mr. Takano, moved that the Board of Trustees approve Board Policy 6700. Motion carried. (5 ayes)

Ms. Figueroa, seconded by Ms. Green, moved that the Board of Trustees approve Board Policy 7348. Motion carried. (5 ayes)

The Board received for information the minutes from the February 17, 2009 Board of Trustees Teaching and Learning, Planning, Resources and Governance Committee Meetings.

Board of Trustees Committee Meeting Minutes

ADMINISTRATIVE REPORTS

Mr. Takano, seconded by Ms. Figueroa, moved that the Board of Trustees approve Resolution No. 36-08/09 authorizing the borrowing of funds for fiscal year 2009-2010, the issuance and sale of a 2009-2010 Tax and Revenue Anticipation Note, participation in the California School Cash Reserve Program, requesting the Board of Supervisors of the County to issue and sell said note and authorizing the Board's President and Secretary, the District Chancellor and Vice Chancellor, Administration and Finance, to sign the appropriate documents. Motion carried. (5 ayes)

2009-2010 – Tax and Revenue Anticipation Note (TRAN) – Resolution No. 36-08/09

ACADEMIC SENATE REPORTS

Mr. Beckstrom presented the report on behalf of the District and the Moreno Valley Campus Academic Senate.

Riverside Community College District/Moreno Valley Campus

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

Riverside City College

Mr. Wagner presented the report on behalf of the Norco Campus Academic Senate.

Norco Campus

BARGAINING UNIT REPORTS

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

CTA – California Teacher's Association

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

CSEA – California School Employees Association

BUSINESS FROM BOARD MEMBERS

Ms. Figueroa, seconded by Mr. Takano, moved that the Board of Trustees vote to fill the seven vacancies on the CCT Board as follows: Marcia E. Zableckis, Barstow CCD; Jerry Hart, Imperial CCD; Douglas W. Otto, Long Beach CCD; Manny Ontiveros, North Orange County CCD; Jeanette Mann, Pasadena Area CCD; Eva Kinsman, Copper Mountain CCD; and Bernard “Bee Jay” Jones, Allan Hancock Joint CCD. Motion carried. (5 ayes)

CCCT Board of Directors Election
- 2009

Mr. Medina, seconded by Ms. Green, moved that the Board of Trustees ratify the formation of the Miné Okubo Ad Hoc Board Committee with Board Secretary Takano as Chair, and Board Vice President Green as Vice Chair. Motion carried. (5 ayes)

Miné Okubo Collection Bequest

The Board adjourned the meeting at 10:30 p.m.

ADJOURNMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-a

Date: April 28, 2009

Subject: Academic Personnel

1. Appointments

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

It is recommended the following appointments be approved/ratified:

a. Management

<u>Name</u>	<u>Position</u>	<u>Term of Employment</u>	<u>Salary Placement</u>
NORCO CAMPUS			
* Koji Uesugi	Associate Dean, Special Funded Programs	06/01/09-06/30/10	18.0
Lisa McAllister	Director, Health Services	05/01/09-06/30/09	15.5

b. Contract Faculty

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
(none)			

c. Long-Term, Temporary Faculty

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
(none)			

2. Salary Placement Adjustment

At their meeting of March 17, 2009 the Board of Trustees approved the appointment of the following faculty member. The employee has provided appropriate verification of experience and/or coursework completed that will affect her salary placement.

It is recommended the Board of Trustees approve the adjustment of salary placement for the faculty member listed below, effective 04/01/09.

<u>Name</u>	<u>From Column/Step</u>	<u>To Column/Step</u>
Joyce Kim	G-1	G-4

Report No.: V-A-1-a

Date: April 28, 2009

Subject: Academic Personnel

3. Separation

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

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

<u>Name</u>	<u>Title</u>	<u>Last Day of Employment</u>	<u>Reason</u>
Theodore Knipe	Associate Professor, Psychology	06/30/09	Retirement

RIVERSIDE COMMUNITY COLLEGE DISTRICT
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-b

Date: April 28, 2009

Subject: Classified Personnel

1. Appointments

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

a. Management/Supervisory

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
DISTRICT (None)				
MORENO VALLEY CAMPUS (None)				
NORCO CAMPUS (None)				
RIVERSIDE CITY COLLEGE (None)				

b. Management/Supervisory – Categorically Funded

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
DISTRICT (None)				
MORENO VALLEY CAMPUS (None)				
NORCO CAMPUS (None)				
RIVERSIDE CITY COLLEGE (None)				

Report No.: V-A-1-b

Date: April 28, 2009

Subject: Classified Personnel

1. Appointments – Continued

c. Classified/Confidential

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
DISTRICT				
Kathryn Tizcareno	Administrative Assistant, Office of the Chancellor	04/29/09	16-1	Appointment (Conf.)
MORENO VALLEY CAMPUS				
Cassie Brewer	Clerk Typist (Part-time, 50%) (PSET/BCTC)	04/29/09	13-1	Appointment
NORCO CAMPUS				
*Michelle Richardson	Custodian	05/11/09	13-1	Appointment
*Martin Villa	Custodian	05/11/09	13-1	Appointment
*Simon Wright	Custodian	05/11/09	13-1	Appointment
RIVERSIDE CITY COLLEGE				
Michael King	Maintenance Helper	04/29/09	18-1	Appointment
*Norma Lopez	Instructional Support Specialist (Part-time, 75%)	04/29/09	17-1	Appointment
Joy Wells	Secretary III – Center for International Students & Programs	04/29/09	16-1	Appointment

d. Classified/Confidential – Categorically Funded

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
DISTRICT (None)				
MORENO VALLEY CAMPUS (None)				
NORCO CAMPUS (None)				
RIVERSIDE CITY COLLEGE (None)				

Report No.: V-A-1-b

Date: April 28, 2009

Subject: Classified Personnel

1. Appointments – Continued

e. Short Term

Short-term appointments of individuals to serve on an hourly, as needed basis, as indicated on the attached list.

f. Temporary as Needed Student Workers

Short-term appointments to serve on an hourly, as needed basis, as indicated on the attached list.

2. Leave for Military Reserve Duty

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 dates of March 26, 27, 30, 31, 2009; and April 1, 2009 (a total of 5 working days). Mr. Puzzuto meets the college service requirements.

3. Request to Rescind Appointments

At its meeting of March 17, 2009, the Board of Trustees approved the appointments of Alonso Barboza and Isaiah Martinez, Custodians for the Norco Campus; effective March 30, 2009. This position requires that the employee be eligible to be approved by the District's insurance carrier for driving. Neither of these individuals met the requirement;

It is recommended the Board of Trustees rescind the appointments of Mr. Barboza and Mr. Martinez as Custodians.

4. Separations


(None)

Report No.: V-A-1-b

Date: April 28, 2009

Subject: Classified Personnel

Submitted by:



Melissa Kane
Vice Chancellor, Diversity and Human
Resources

Transmitted to the Board by:



Irving G. Hendrick
Interim Chancellor

Concurred by:



Chris Carlson
Chief of Staff/Executive Assistant to
the Chancellor

Concurred by:



Jan Muto
President, Riverside City College



Ray Maghroori
Vice Chancellor, Academic Affairs



Brenda Davis
President, Norco Campus

James Buysse
Vice Chancellor, Administration and Finance
and Finance



Monte Perez
President, Moreno Valley Campus

Linda Lacy
Vice Chancellor, Student Services/Operations

SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES
EMPLOYED AS NEEDED

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Boykin, Briana	Clerical Substitute	04/03/09-06/30/09	18-1
Michalka, Donna	Clerical Substitute	04/17/09-06/30/09	19-1
Tizcareno, Kathy	Clerical Substitute	04/08/09-04/28/09	16-1
Colgan Stone, Sherry	Disaster Preparedness Coord. Sub	03/12/09-06/30/09	13-1
Denos, Andrew	Sr. Tool Room Attendant Sub	04/15/09-06/30/09	16-1

EMPLOYED AS NEEDED

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
Culpepper, Leon	Community Service Officer	03/18/09-06/30/09	\$14.00/hour
Kipp, Cory	Community Service Officer	04/10/09-06/30/09	\$14.00/hour
Lee-Holguin, Holly	Community Service Officer	04/16/09-06/30/09	\$14.00/hour
Edwards, Albert	Custodian Assistant	03/24/09-06/30/09	\$12.50/hour
Harris, Verna	Custodian Assistant	03/26/09-06/30/09	\$12.50/hour
Munoz, Irma	Custodian Assistant	04/13/09-06/30/09	\$12.50/hour
Plata, Guillermina	Custodian Assistant	03/20/09-06/30/09	\$12.50/hour
Espinoza, Nicholas	Grounds Assistant	03/13/09-06/30/09	\$13.00/hour
Lopez, Efrain	Grounds Assistant	03/12/09-06/30/09	\$13.00/hour
Rubalcaba, Christopher	Grounds Assistant	04/08/09-06/30/09	\$13.00/hour
Bashkirova, Alexandra	Instructional Aide I	03/11/09-06/30/09	\$8.00/hour
Bruner, Melvin	Instructional Aide I	03/17/09-06/30/09	\$8.00/hour
Lafond, Bri	Instructional Aide I	03/20/09-06/30/09	\$8.00/hour
Lingo, John	Instructional Aide I	03/20/09-06/30/09	\$8.00/hour
Sandoval, Bryanna	Instructional Aide I	03/11/09-06/30/09	\$8.00/hour
Snider, Timothy	Instructional Aide I	03/13/09-06/30/09	\$8.00/hour
Penn, Jasmine	Interpreter Apprentice	03/13/09-06/30/09	\$11.00/hour
Auman, Allen	Interpreter Level I	03/26/09-06/30/09	\$18.00/hour
Rasmussen, Steven	Interpreter Level III	03/18/09-06/30/09	\$27.00/hour

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR TEMPORARY, NON-CERTIFICATED, HOURLY EMPLOYEES
BOARD POLICY 4035 (Cont'd)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
Stanton, Kevin	Investigator/Detective	04/17/09-06/30/09	\$25.00/hour
Kime-Hunt, William	Lab Aide II	04/06/09-06/30/09	\$10.00/hour
Morales, Hector	Lab Aide II	04/21/09-06/30/09	\$10.00/hour
Rangel, Christopher	Lab Aide II	03/13/09-06/30/09	\$10.00/hour
Walters, Howard	Lab Aide II	04/15/09-06/30/09	\$10.00/hour
Shibakawa, Yoshihisa	Matriculation Assistant I	03/16/09-06/30/09	\$9.00/hour
El Moussawi, Abbas	Office Assistant I	03/27/09-06/30/09	\$9.00/hour
Gonzalez, Yadira	Office Assistant I	03/20/09-06/30/09	\$9.00/hour
Hernandez, Tommy	Office Assistant I	04/15/09-06/30/09	\$9.00/hour
Kawile, Nathan	Office Assistant I	03/17/09-06/30/09	\$9.00/hour
Mercado, Alejandro	Office Assistant I	04/01/09-06/30/09	\$9.00/hour
Monzon, Rosa	Office Assistant I	03/16/09-06/30/09	\$9.00/hour
Serrano, Crystal	Office Assistant I	04/01/09-06/30/09	\$9.00/hour
Silva, Katherine	Office Assistant I	03/25/09-06/30/09	\$9.00/hour
Warren, Jacquelynn	Office Assistant I	03/23/09-06/30/09	\$9.00/hour
Wills, Larissa	Office Assistant I	03/25/09-06/30/09	\$9.00/hour
Barclift, Catherine	Office Assistant II	03/13/09-06/30/09	\$10.50/hour
Cyiark, Thomas	Office Assistant II	04/10/09-06/30/09	\$10.50/hour
Klohn, Debra	Office Assistant II	03/31/09-06/30/09	\$10.50/hour
Lopez, Sandra	Office Assistant II	03/11/09-06/30/09	\$10.50/hour
Maney, Sharon	Office Assistant II	03/16/09-06/30/09	\$10.50/hour
Porter, Elizabeth	Office Assistant II	04/15/09-06/30/09	\$10.50/hour
Rowley, Greg	Office Assistant II	04/15/09-06/30/09	\$10.50/hour
Broerman, Michael	Office Assistant III	03/12/09-06/30/09	\$12.50/hour
Fishel, Amy	Office Assistant III	04/13/09-06/30/09	\$12.50/hour
Rawls, Edith	Office Assistant III	04/07/09-06/30/09	\$12.50/hour
Torres, Gloria	Office Assistant III	04/02/09-06/30/09	\$12.50/hour
Cuevas, Sofia	Office Assistant IV	04/14/09-06/30/09	\$14.00/hour
Lemus, Gabriela	Office Assistant IV	04/13/09-06/30/09	\$14.00/hour
Reed, Christopher	Office Assistant IV	03/26/09-06/30/09	\$14.00/hour

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR TEMPORARY, NON-CERTIFICATED, HOURLY EMPLOYEES
BOARD POLICY 4035 (Cont'd)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
Clinton, Brett	Office Clerk	03/24/09-06/30/09	\$8.00/hour
Ramirez, Gabriel	Office Clerk	03/31/09-06/30/09	\$8.00/hour
Steih, Chandler	Office Clerk	04/21/09-06/30/09	\$8.00/hour
Hensley, Jennifer	Role Player	03/27/09-06/30/09	\$8.00/hour
Hensley, Ted	Role Player	03/26/09-06/30/09	\$8.00/hour
Lytle, Randy	Role Player	04/01/09-06/30/09	\$8.00/hour
Rodriguez, Daniel	Study Group Leader	04/08/09-06/30/09	\$12.00/hour
Bedolla, Rachel	Supplemental Instructional Leader	03/18/09-06/10/09	\$12.00/hour
De Carmo, Ashlee	Supplemental Instructional Leader	04/06/09-06/10/09	\$12.00/hour
Do, Duy	Supplemental Instructional Leader	03/17/09-06/10/09	\$12.00/hour
Foster, Jamie	Supplemental Instructional Leader	04/21/09-06/10/09	\$12.00/hour
Franco, Armando	Supplemental Instructional Leader	04/21/09-06/10/09	\$12.00/hour
Gill, Adam	Supplemental Instructional Leader	03/11/09-06/30/09	\$12.00/hour
Gonzales, Aaron	Supplemental Instructional Leader	03/26/09-06/10/09	\$12.00/hour
Green, Kasandra	Supplemental Instructional Leader	03/18/09-06/10/09	\$12.00/hour
Guillermo, Marjorie	Supplemental Instructional Leader	03/20/09-06/10/09	\$12.00/hour
Johnson, Dana	Supplemental Instructional Leader	03/17/09-06/10/09	\$12.00/hour
Kime-Hunt, William	Supplemental Instructional Leader	04/16/09-06/10/09	\$12.00/hour
Kobayashi, Hiraku	Supplemental Instructional Leader	03/13/09-06/10/09	\$12.00/hour
Martinez, Jonathan	Supplemental Instructional Leader	03/27/09-06/10/09	\$12.00/hour
Mehrabanian, Komyar	Supplemental Instructional Leader	03/20/09-06/10/09	\$12.00/hour
Moreno, Marisela	Supplemental Instructional Leader	03/17/09-06/10/09	\$12.00/hour
Ojo, Enosakhare	Supplemental Instructional Leader	03/18/09-06/10/09	\$12.00/hour
Pena, Jonathan	Supplemental Instructional Leader	03/19/09-06/10/09	\$12.00/hour
Richardson, Timothy	Supplemental Instructional Leader	03/18/09-06/10/09	\$12.00/hour
Rowe, Aimee	Supplemental Instructional Leader	03/17/09-06/10/09	\$12.00/hour
Scheer, Trinidad	Supplemental Instructional Leader	3/17/09-06/30/09	\$12.00/hour
Schulz, Lisa	Supplemental Instructional Leader	03/17/09-06/10/09	\$12.00/hour
Sumrall, David	Supplemental Instructional Leader	03/27/09-06/10/09	\$12.00/hour
Tan, Meanop	Supplemental Instructional Leader	03/16/09-06/10/09	\$12.00/hour
Williamson, Elsa	Supplemental Instructional Leader	03/17/09-06/10/09	\$12.00/hour
Yirga, Nahom	Supplemental Instructional Leader	03/20/09-06/10/09	\$12.00/hour
Yuan, Tao	Supplemental Instructional Leader	04/06/09-06/10/09	\$12.00/hour

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR TEMPORARY, NON-CERTIFICATED, HOURLY EMPLOYEES
BOARD POLICY 4035 (Cont'd)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
Albanna, Amro	Technical Business Advisor	04/03/09-06/30/09	\$55.00/hour
Hayes, Joshua	Theater Carpenter	03/25/09-06/30/09	\$10.65/hour
Lacson, Ritchie	Theatre Production Tech	03/11/09-06/30/09	\$9.25/hour
Quick, Lori	Training Technician I	04/09/09-06/30/09	\$15.00/hour
Shiver, Janet	Training Technician II	04/10/09-06/30/09	\$20.00/hour
Kindong, Dieudonne	Tutor I	03/25/09-06/30/09	\$8.00/hour
Apperson, Adam	Tutor IV	04/17/09-06/30/09	\$10.00/hour
Johnson, Dana	Tutor IV	04/01/09-06/30/09	\$10.00/hour

DISTRICT FUNDS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
MORENO VALLEY CAMPUS				
(None)				
NORCO CAMPUS				
Acosta, Vanessa	Admissions & Records Asst.	Admissions & Records	03/30/09	\$ 12.50
Barbiera, Samanta	EOPS Clerk	EOPS	03/30/09	\$ 8.00
Chasey, Carla	Admissions & Records Asst.	Admissions & Records	04/02/09	\$ 12.50
Fernandez, Christina	EOPS Clerk	EOPS	04/02/09	\$ 8.00
Izurieta, Kathleen	Student Assistant	Lib/Learning Resources	03/17/09	\$ 8.00
Lopez, Brandi	Tutor	Tutorial Services	04/07/09	\$ 8.00
Nickel, Brain	Tutor	Tutorial Services	04/07/09	\$ 8.00
Paterson, Melinda	Accomodations Aide	DSPS	03/30/09	\$ 8.00
Rodriguez, Cecilia	Admissions Clerk	Admissions & Records	03/30/09	\$ 9.00
Serrato, Arlene	Admissions Clerk	Admissions & Records	03/30/09	\$ 9.00
Wood, Kimberly	EOPS Clerk	EOPS	04/07/09	\$ 8.00
RIVERSIDE CITY COLLEGE				
Agyeman, Kwaku	Tutor	Tutorial Services	03/31/09	\$ 8.00
Alcantar, Lisa	Tutor	Tutorial Services	03/26/09	\$ 8.00
Anzures Jr., Raul	Tutor	Tutorial Services	03/18/09	\$ 8.00
Bohm, Michael	Tutor	Tutorial Services	03/17/09	\$ 8.00
Butiu, Christian	Tutor	Tutorial Services	04/15/09	\$ 8.00
Cespedes Manyari, Grezia	Tutor	Tutorial Services	03/26/09	\$ 8.00
Curi, Klaus	Tutor	Tutorial Services	03/17/09	\$ 8.00
Delatorre, Judy	Peer Health Educator	Health Services	03/26/09	\$ 8.00
Devasiani, Tanya	Tutor	Tutorial Services	04/16/09	\$ 8.00
Ellrodt, Anthony	Tutor	Tutorial Services	03/11/09	\$ 8.00
Garcia, Christine	Tutor	Tutorial Services	03/23/09	\$ 8.00
Haberler, Julia	Tutor	Tutorial Services	03/17/09	\$ 8.00
Hamilton, William	Clerical / Field Maintenance	Student Srvs/PE/Baseball	03/26/09	\$ 8.00
Hazboun, Reem	Tutor	Tutorial Services	03/26/09	\$ 8.00
Hernandez, Miguel	Tutor	Tutorial Services	03/31/09	\$ 8.00
Hernandez, Nancy	Tutor	Tutorial Services	03/17/09	\$ 8.00
Johnson, Dominique	Tutor	Tutorial Services	03/26/09	\$ 8.00
Jones, Alyssa	Jazz Ensemble Librarian	Performing Arts	04/16/09	\$ 8.00
Karenina, Tania	Tutor	Tutorial Services	03/26/09	\$ 8.00
Kennedy-Lim, Michael	Tutor	Tutorial Services	03/17/09	\$ 8.00
Kim, Bichnarae	Student Worker	Intrn'l Student Center	03/11/09	\$ 8.00

DISTRICT FUNDS (Continued)

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
RIVERSIDE CITY COLLEGE (Cont'd)				
Kim, Da Eun	Music Librarian	Fine & Performing Arts	03/23/09	\$ 8.50
Lehman, Suzanne	Tutor	Tutorial Services	03/17/09	\$ 8.00
Li, Ang	Tutor	Tutorial Services	03/11/09	\$ 8.00
Liston, Andrew	Tutor	Tutorial Services	03/18/09	\$ 8.00
McMath, Landon	Clerical/Field Maintenance	Student Srvs/PE/Baseball	03/26/09	\$ 8.00
Morales, Martin	Midi Lab Monitor	Fine & Performing Arts	03/18/09	\$ 8.00
Morceli, Meriem	Tutor	Tutorial Services	03/17/09	\$ 8.00
Morgan, Judith	Lab Aide	Mathematics	03/23/09	\$ 8.50
Neville-Otero, Peggy	Tutor	Tutorial Services	03/26/09	\$ 8.00
Perez, Erika	Tutor	Tutorial Services	03/23/09	\$ 8.00
Phelps, Justin	Tutor	Tutorial Services	03/18/09	\$ 8.00
Pilar, Stefanie	Tutor	Tutorial Services	04/16/09	\$ 8.00
Reid, Vaughn	Tutor	Tutorial Services	04/15/09	\$ 8.00
Rife, Ryan	Tutor	Tutorial Services	03/23/09	\$ 8.00
Roelevelo, Peter	Piano Lab Monitor	Fine & Performing Arts	03/18/09	\$ 8.00
Rusich, Taylor	Peer Health Educator	Health Services	03/11/09	\$ 8.00
Scale, Robert	Tutor	Tutorial Services	03/23/09	\$ 8.00
Smith Jr., Roderic	Midi Lab Monitor	Fine & Performing Arts	03/18/09	\$ 8.00
Tran, Ngoc-Yen	Tutor	Tutorial Services	03/18/09	\$ 8.00
Valdez, Victor	Tutor	Tutorial Services	03/18/09	\$ 8.00
Wan, Xin	Tutor	Tutorial Services	04/15/09	\$ 8.00
Wu, Zhihua	Tutor	Tutorial Services	03/31/09	\$ 8.00
Zemanek, Matthew	Tutor	Tutorial Services	03/17/09	\$ 8.00
Zepeda, Matthew	Lab Aide	Mathematics	03/26/09	\$ 8.50

CATEGORICAL FUNDS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
AMERICA READS PROGRAM (None)				
AMERICA COUNTS PROGRAM (None)				
COMMUNITY SERVICE PROGRAM (None)				
LITERACY PROGRAM (None)				
MORENO VALLEY CAMPUS (None)				
NORCO CAMPUS (None)				
RIVERSIDE CITY COLLEGE (None)				

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-2

Date: April 28, 2009

Subject: Purchase Order and Warrant Report – All District Funds

Background: The attached Purchase Order and Warrant Report – All District Funds is submitted to comply with Education Code Sections 81656 and 85231. The Purchase Orders and Purchase Order Additions, totaling \$4,903,679 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 133413-135445) totaling \$9,869,184 have been reviewed by the Business Office to verify that monies are available in the appropriate Funds for payment of these warrants. These claims also have been reviewed, on a sample basis, by the Riverside County Office of Education through their claim audit program.

Recommended Action: It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling \$4,903,679 and District Warrant Claims totaling \$9,869,184.

Irving G. Hendrick
Interim Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

Report of Purchases-All District Funds

\$76,700 and over
3/1/09 thru 3/31/09

PO Number	Department	Vendor	Description	Amount
C0002461	Facilities - NOR	HMC Architects	Norco Center for Health-Design	\$83,000
C0002460	Facilities - MV	Steinberg Architects	Moreno Valley Health Science Center-Design	94,271
C0002462	Facilities - RIV	HMC Architects	Life Science Reconstruction-Design	108,000
C0002453	Academic Affairs - RIV	CSU Foundation San Bernardino	Sub Award Agreement CCRAA Coop Grant	112,288
C0002458	Facilities - RIV	Arrowhead Sheet Metal	Life Science Air Handler Replacement Bid Award	199,000
C0002470	Facilities - MV	HMC Architects	Dental Tech Building-Design	239,500
C0002454	Academic Affairs - RIV	Cal Poly Pomona	Sub Award Agreement CCRAA Coop Grant	253,640
C0002469	Finance	West Valley College	Professional Development	256,311
C0002468	Facilities - RIV	PSOMAS	ADA Transition Plan-Engineering & Design	481,780
C0002456	Facilities - NOR	Tangram	Norco Industrial Tech Bldg-Fixtures & Furniture	595,045
P0018295	Board of Trustees	County of Riverside Registrar	Elections	719,891
				<u>\$3,142,726</u>
			All Purchase Orders, Contracts and Additions over \$76,700 for the Period 3/1/09-3/31/09	
			Contracts C2449 - C2472	\$258,902
			Contracts Additions - C1862	
			Purchase Orders - P18148 - P18728	1,428,900
			Purchase Orders Additions - P12875 - P18125	
			Blanket Purchase Orders - B5009 - B5052	73,151
			Blanket Purchase Orders Additions - B4940	
			Total	<u>\$1,760,953</u>
			Grand Total	<u><u>\$4,903,679</u></u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: April 28, 2009

Subject: Budget Adjustments

Background: The 2008-09 adopted budget represents our best estimates of both income and expenditures. As the year progresses, however, some accounts have surplus funds while others are underbudgeted. As provided in Title 5, Section 58307, the Board of Trustees may approve transfers between major expenditure classifications to allow for needed purchases. Unless otherwise noted, the transfers are within the unrestricted General Fund (Fund 11, Resource 1000). The following budget transfers have been requested:

<u>Program</u>	<u>Account</u>	<u>Amount</u>
1. Transfer to provide for memberships.		
From: Chancellor's Office	Supplies	\$ 3,000
To: Chancellor's Office	Memberships	\$ 3,000
2. Transfer to provide for a consultant. (Fund 12, Resource 1190)		
From: Staff Development – Mgmt.	Supplies	\$ 2,000
To: Staff Development - Classified	Consultants	\$ 2,000
3. Transfer to purchase equipment.		
From: Grants Department	Consultants	\$ 1,411
To: Grants Department	Equipment Replacement Equipment	\$ 110 1,301
4. Transfer to equipment and software licenses. (Fund 12, Resource 1190)		
From: Staff Development – District Wide	Supplies	\$ 2,700
To: Staff Development – District Wide	Equipment Comp. Software Maint/Lice	\$ 1,000 1,700

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: April 28, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
5. Transfer to purchase equipment.		
From: Finance	Supplies	\$ 410
To: Finance	Equipment Replacement	\$ 410
6. Transfer to provide additional funds for Board of Trustees' election costs and for equipment.		
From: Finance – Salary Savings	Classified FT Administrator	\$ 10,000
	Classified FT	2,891
	Classified Perm. PT	5,000
To: Governing Board	Elections	\$ 12,891
Facilities Planning – One Time	Equipment	5,000
7. Transfer to provide for a classified special project. (Fund 12, Resource 1190)		
From: CTE Comm. Coll. Project-UNITE	Academic Special Project	\$ 8,000
To: CTE Comm. Coll. Project-UNITE	Classified Special Project	\$ 8,000
8. Transfer to provide for part-time hourly help. (Fund 12, Resource 1190)		
From: VTEA – Title I-C	Academic Special Project	\$ 700
To: VTEA – Title I-C	Classified Hourly	\$ 700
9. Transfer to purchase software upgrades and supplies.		
From: IS Network Systems - District	Equipment	\$ 2,200
To: IS Network Systems - District	Comp. Software Maint/Lic	\$ 1,800
	Supplies	400

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: April 28, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
10. Transfer to purchase equipment.		
From: IS Micro-Support - District	Comp. Software Maint/Lic	\$ 8,500
To: IS Micro-Support - District	Equipment	\$ 8,500
11. Transfer to provide for advertising. (Fund 12, Resource 1050)		
From: CITD HUB FP3	Classified Hourly	\$ 2,600
	Copying and Printing	1,000
To: CITD HUB FP3	Advertising	\$ 3,600
12. Transfer to provide for Economic Development trainers. (Fund 12, Resource 1190)		
From: CA Transportation & Logistics	Academic Special Project	\$ 6,871
To: CA Transportation & Logistics	Other Services	\$ 6,871
13. Transfer to purchase instructional supplies. (Fund 12, Resource 1190)		
From: Workability Program - District	Mileage	\$ 400
To: Workability Program - District	Instructional Supplies	\$ 400
14. Transfer to provide for part-time hourly help and overtime.		
From: School for the Arts	Memberships	\$ 1,129
To: School for the Arts	Classified Hourly	\$ 650
	Classified Overtime	420
	Employee Benefits	59

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: April 28, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
15. Transfer to purchase instructional supplies and equipment. (Fund 12, Resource 1190)		
From: Post-Emancipation Services	Transportation/Bus Passes	\$ 1,000
	Other Services	7,000
Riv. Cty. Emancipation Services	Professional Services	1,500
To: Post-Emancipation Services	Instructional Supplies	\$ 8,000
Riv. Cty. Emancipation Services	Equipment	1,500
16. Transfer to provide for printing and supplies. (Fund 12, Resource 1190)		
From: Cal Works	Employee Benefits	\$ 2,000
To: Cal Works	Copying and Printing Supplies	\$ 500 1,500
17. Transfer to purchase furniture. (Fund 12, Resource 1190)		
From: CAHSEE Preparation	Other Services	\$ 5,007
To: CAHSEE Preparation	Equipment	\$ 5,007
18. Transfer to purchase textbooks and supplies. (Fund 12, Resource 1190)		
From: Child Development Career Program	Other Services	\$ 3,000
	Transportation/Bus Passes	3,633
To: Child Development Career Program	Instructional Supplies	\$ 1,000
	Supplies	5,633

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: April 28, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
19. Transfer to provide for part-time hourly help.		
From: Campus Admin. Svcs – Sal. Savings	Academic FT Administrator	\$ 6,184
To: Campus Admin. Svcs - Riverside	Classified Hourly Employee Benefits	\$ 6,000 184
20. Transfer to purchase software upgrades.		
From: MIDI Workstations	Instructional Supplies Software	\$ 3,198 2,265
To: MIDI Workstations	Comp. Software Maint/Lic	\$ 5,463
21. Transfer to provide for printing, costuming and scene rentals.		
From: Dramatic Arts - Riverside	Instructional Aides, Hourly Employee Benefits	\$ 4,658 142
To: Dramatic Arts - Riverside	Other Services	\$ 2,000
Off Broadway Play Series	Copying and Printing	500
	Scene Rental	1,100
Summer Theatre Conservatory	Copying and Printing	1,200
22. Transfer to purchase repair parts.		
From: Academic Affairs - Riverside	Other Services	\$ 2,775
To: AV Labs and Services - Riverside	Repair Parts	\$ 2,775

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: April 28, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
23. Transfer to provide for academic special projects.		
From: Academic Affairs - Riverside	Other Services	\$ 1,559
To: Dean of Instruction - Riverside	Academic Special Project	\$ 650
	Employee Benefits	74
Poly Sci, Econ. & Geog. – Riverside	Academic Special Project	750
	Employee Benefits	85
24. Transfer to reallocate the Basic Skills and Immigrant Education grant budget. (Fund 12, Resource 1190)		
From: Basic Skills – English – Riv.	Instructional Aides, Hourly	\$ 15,000
Basic Skills – Sociology – Riv.	Instructional Aides, Hourly	3,000
Basic Skills – Hum. & Soc. Sci. – Riv	Instructional Aides, Hourly	3,000
To: Basic Skills – Acad. Affairs – Riv.	Academic PT Non-Instr.	\$ 8,000
	Academic Special Project	7,000
	Employee Benefits	1,238
	Instructional Supplies	3,816
	Supplies	946
25. Transfer to reallocate the Jurupa Early College Academies grant budget. (Fund 12, Resource 1190)		
From: Jurupa Early College - Riverside	Academic Special Project	\$ 1,841
	Employee Benefits	181
	Supplies	5,235
	Equipment	5,085
To: Jurupa Early College - Riverside	Student Help – Non-Instr.	\$ 1,974
	Other Services	7,368
	Student Scholarships	3,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: April 28, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
26. Transfer to reallocate Title V – Chaffey Community College grant budget. (Fund 12 Resource 1190)		
From: Title V – Chaffey CC - Riverside	Academic FT Non-Instr. Employee Benefits	\$ 18,487 2,686
To: Title V – Chaffey CC - Riverside	Classified Hourly Postage Mileage	\$ 21,039 50 84
27. Transfer to purchase furniture.		
From: Assoc. Dean Acad. Innov. – Riv.	Supplies Conference	\$ 655 1,805
To: Assoc. Dean Acad. Innov. – Riv.	Equipment Replacement	\$ 2,460
28. Transfer to purchase equipment.		
From: Information Technology - Riverside	Student Help - Instructional Employee Benefits	\$ 3,949 52
To: Computer Info. Systems - Riverside	Equipment	\$ 4,001
29. Transfer to purchase instructional supplies.		
From: Intramural Sports - Riverside	Equipment	\$ 5,595
To: Intercollegiate Athletics - Riverside	Instructional Supplies	\$ 5,595

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: April 28, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
30. Transfer to provide for student child care tuition payments. (Fund 12, Resource 1190)		
From: CCAMPIS / ECS	Classified Hourly	\$ 13,000
	Classified Special Project	3,200
	Student Help – Non-Instr.	230
	Employee Benefits	697
	Supplies	1,500
To: CCAMPIS / ECS	Other Services	\$ 18,627
31. Transfer to purchase furniture.		
From: Financial Aid Admin. - Riverside	Supplies	\$ 748
To: Financial Aid Admin. - Riverside	Equipment Replacement	\$ 748
32. Transfer to provide for professional services.		
From: Intramural Sports - Riverside	Equipment	\$ 300
To: Intercollegiate Athletics - Riverside	Professional Services	\$ 300
33. Transfer to provide for services.		
From: Food Services - Riverside	Dairy	\$ 1,250
To: Food Services - Riverside	Other Services	\$ 1,250

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: April 28, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
34. Transfer to provide for a student hourly worker.		
From: International Students - Riverside	Copying and Printing	\$ 1,013
To: International Students - Riverside	Student Help – Non-Instr. Employee Benefits	\$ 1,000 13
35. Transfer to provide for labor compliance costs. (Fund 41, Resource 4160)		
From: Norco Soccer Field	Architect’s Fees	\$ 1,000
To: Norco Soccer Field	Professional Services	\$ 1,000
36. Transfer to purchase video editing software licenses.		
From: Academic Affairs - Norco	Supplies	\$ 453
To: AV Labs and Services - Norco	Comp. Software Maint/Lic	\$ 453
37. Transfer to provide counseling services for the Basic Skills Program. (Fund 12, Resource 1190)		
From: Basic Skills / ESL 07/08 - Norco	Reference Books	\$ 2,407
	Food	2,000
	Lecturers	6,724
	Conferences	12,295
	Comp. Software Maint/Lic	10,794
	Equipment	11,496
To: Basic Skills / ESL 07/08 - Norco	Academic FT Non-Instr. Employee Benefits	\$ 25,703 20,013

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: April 28, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
38. Transfer to provide an instructor for the Basic Skills Program. (Fund 12, Resource 1190)		
From: Basic Skills / ESL 08/09 – Norco	Instructional Supplies	\$ 34,690
	Supplies	9,512
	Food	1,367
	Comp. Software Maint/Lic	10,794
	Equipment	12,570
To: Basic Skills / ESL 08/09 – Norco	Instr. Salaries, Reg FT	\$ 46,562
	Employee Benefits	22,371
39. Transfer to purchase a wireless microphone system.		
From: President – Norco	Budget Augmentation Acct.	\$ 1,884
To: AV Labs and Services – Norco	Equipment	\$ 1,884
40. Transfer to reallocate the Title V – HSI Cooperative Program grant budget. (Fund 12, Resource 1190)		
From: President - Title V– HSI - Norco	Student Help – Non-Instr.	\$ 4,277
	Instructional Aides, Hourly	10,000
	Reference Books	9,000
	Supplies	1,191
To: President - Title V– HSI – Norco	Academic FT Non-Instr.	\$ 10,070
	Employee Benefits	2,710
	Professional Services	1,200
	License Fees	1,000
	Comp. Software Maint/Lic	4,726
	Equipment	4,762

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: April 28, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
41. Transfer to purchase instructional supplies.		
From: Dean of Instruction – Norco	Academic Special Project	\$ 8,984
	Employee Benefits	1,016
To: Dean of Instruction – Norco	Instructional Supplies	\$ 10,000
42. Transfer to provide for conferences. (Fund 12, Resource 1190)		
From: Game Art Mini-Grant – Norco	Supplies	\$ 11
To: Game Art Mini-Grant – Norco	Conferences	\$ 11
43. Transfer to purchase a printer.		
From: AV Labs and Services – Norco	Repair Parts	\$ 216
To: AV Labs and Services – Norco	Equipment	\$ 216
44. Transfer to purchase instructional supplies.		
From: Engineering – Norco	Conferences	\$ 1,188
To: Engineering – Norco	Instructional Supplies	\$ 1,188
45. Transfer to purchase office supplies. (Fund 33, Resource 3300)		
From: Child Development Center – Norco	Advertising	\$ 200
To: Child Development Center – Norco	Supplies	\$ 200

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: April 28, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
46. Transfer to provide for cabinetry remodeling.		
From: Library – Norco	Repairs	\$ 60
	Other Services	510
To: Library – Norco	Fixtures & Fixed Equipment	\$ 570
47. Transfer to purchase office supplies.		
From: Puente Project – Norco	Conferences	\$ 750
To: Puente Project – Norco	Supplies	\$ 750
48. Transfer to provide for overtime expenses and employee benefits. (Fund 12, Resource 1190)		
From: Upward Bound-TRIO-CNUSD2	Supplies	\$ 900
	Food	596
	Travel Expenses	2,196
To: Upward Bound-TRIO-CNUSD2	Classified Overtime	\$ 401
	Employee Benefits	3,291
49. Transfer to reallocate the Upward Bound TRIO – Norco Norte Vista grant budget. (Fund 12, Resource 1190)		
From: Upward Bound-TRIO-Norte Vista	Tests	\$ 513
	Supplies	2,095
	Food	276
	Book Grants	300
To: Upward Bound-TRIO-Norte Vista	Classified Overtime	\$ 462
	Consultants	2,000
	Professional Services	722

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: April 28, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
50. Transfer to provide for overtime expenses and a consultant. (Fund 12, Resource 1190)		
From: Student Support Svcs. Grant-TRIO	Supplies	\$ 800
	Food	1,200
To: Student Support Svcs. Grant-TRIO	Classified Overtime Consultants	\$ 664 1,336
51. Transfer to provide for conferences and meeting expenses.		
From: Student Co-Curricular Act. – Norco	Supplies	\$ 4,700
	Copying and Printing	300
To: Student Co-Curricular Act. – Norco	Conferences Meeting Expenses	\$ 800 4,200
52. Transfer to purchase printer supplies.		
From: Campus Admin. Svcs – One Time	Equipment	\$ 836
To: Campus Admin. Svcs – One Time	Supplies	\$ 836
53. Transfer to provide for part-time hourly help, construction services and equipment.		
From: Facilities, Grounds – Mo Val	Grounds/Garden Supplies	\$ 22,000
	Other Services	5,040
Facilities, Bldg Maint – Mo Val	Repairs	2,100
To: President – Moreno Valley	Classified Hourly	\$ 1,941
	Employee Benefits	59
Facilities, Grounds – Mo Val	Construction Contract	17,140
	Fixtures and Fixed Equipment	10,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: April 28, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
54. Transfer to provide for labor compliance costs. (Fund 41, Resource 4160)		
From: Modular Redist./MV Allied Health	Construction Contract	\$ 16,691
To: Modular Redist./MV Allied Health	Professional Services	\$ 16,691
55. Transfer to purchase supplies and food. (Fund 12, Resource 1190)		
From: Basic Skills Reappropriation – MV	Conferences	\$ 250
To: Basic Skills Reappropriation – MV	Supplies	\$ 200
	Food	50
56. Transfer to purchase tennis ball machine.		
From: Dean of Instruction – Moreno Valley	Supplies	\$ 215
To: Physical Education – Moreno Valley	Equipment	\$ 215
57. Transfer to provide for a services agreement with Nuview Union High School. (Fund 12, Resource 1190)		
From: Nuview Bridge ECHS	Academic Special Project	\$ 5,100
	Classified Hourly	13,000
	Employee Benefits	975
To: Nuview Bridge ECHS	Other Services	\$ 19,075

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: April 28, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
58. Transfer to purchase equipment. (Fund 12, Resource 1190)		
From: STEM grant – Bio-Technologies	Reference Books	\$ 40,000
	Instructional Supplies	59,000
To: STEM grant – Anatomy & Phys.	Equipment	\$ 39,000
STEM grant – Biology	Equipment	60,000
59. Transfer to provide for part-time hourly help, carpet replacement and grounds supplies.		
From: Police Academy	Consultants	\$ 3,836
	Rents and Leases	96,493
To: Bldg Maintenance – Mo Val	Fixtures and Fixed Equip.	\$ 63,676
Custodial Svcs – Mo Val	Classified Hourly	5,000
	Employee Benefits	153
Ground Maintenance – Mo Val	Grounds/Garden Supplies	31,500
60. Transfer to purchase a laptop computer.		
From: Public Svc & Criminal Justice	Repairs	\$ 1,960
To: Public Svc & Criminal Justice	Equipment Replacement	\$ 1,960
61. Transfer to provide for memberships.		
From: Library – Moreno Valley	Periodicals/Magazines	\$ 185
To: Library – Moreno Valley	Memberships	\$ 185

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: April 28, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
62. Transfer to provide for part-time hourly help.		
From: Admissions & Records – Mo Val	Conferences	\$ 1,485
To: Counseling & Guidance – Mo Val	Classified Hourly	\$ 1,441
	Employee Benefits	44
63. Transfer to purchase an access ramp to comply with the American Disabilities Act.		
From: Commencement – Moreno Valley	Commencement Supplies	\$ 5,111
To: Commencement – Moreno Valley	Equipment	\$ 5,111
64. Transfer to provide for furniture.		
From: Financial Aid – Moreno Valley	Supplies	\$ 14
To: Financial Aid – Moreno Valley	Equipment Replacement	\$ 14
65. Transfer to provide for employee benefits and supplies. (Fund 12, Resource 1190)		
From: Financial Aid-BFAP – District	Classified FT	\$ 553
Financial Aid-BFAP – Mo Val	Classified FT	1,100
To: Financial Aid-BFAP – District	Supplies	\$ 553
Financial Aid-BFAP – Mo Val	Employee Benefits	1,100

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: April 28, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
66. Transfer to reallocate the Campus Security budget.		
From: Campus Security – Rubidoux	Classified Hourly	\$ 29,110
	Employee Benefits	890
To: Campus Security – District	Conferences	\$ 22,000
	Equipment Replacement	2,000
Campus Security – Riverside	Conferences	2,000
Campus Security – Norco	Supplies	1,500
Campus Security – Mo Val	Supplies	2,500
67. Transfer to provide for cell phone service. (Fund 12, Resource 1050)		
From: Parking – SQAMD – Riverside	Copying and Printing	\$ 1,090
To: Parking – SQAMD – Riverside	Cellular Telephone	\$ 1,090
68. Transfer to reallocate the Matriculation budget. (Fund 12, Resource 1190)		
From: Matric-Couns. & Guid. – Riverside	Academic FT Non-Instr.	\$ 10,000
Matric-Couns. & Guid – Norco	Academic PT Non-Instr.	12,000
Matric-Couns. & Guid – District	Classified FT	4,508
To: Matric-OR/AS/AD Plcmt – District	Tests	\$ 22,827
Matric-Admis. & Rec. – Norco	Employee Benefits	1,379
Matric-Psprrt to College – Norco	Employee Benefits	408
Matric-Couns. & Guid – Mo Val	Employee Benefits	167
	Conferences	1,727

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: April 28, 2009

Subject: Budget Adjustments (continued)

Program

Account

Amount

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

Irving G. Hendrick
Interim Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

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

Date: April 28, 2009

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

Background: The Riverside Community College District has received funding for the 2008-2009 Zenith Mentoring Foster Youth/Independent Living Program in the amount of \$61,500 from the Riverside County Office of Education. The funds will be used for salaries, benefits and other operational expenses of the program.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$61,500 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Irving G. Hendrick
Interim Chancellor

Prepared by: Wolde-Ab Isaac
Dean of Health Science Programs

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 39-08/09

2008-2009 Zenith Mentoring Foster Youth/Independent Living Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$61,500 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 April 28, 2009.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

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

Date: April 28, 2009

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

Background: The Riverside Community College District will receive funding for 2008-2009 UCR Aurora Project Subaward in the amount of \$3,000 from the Regents of the University of California Riverside. The funds will be used to increase the number of students interested in teaching science and math and strengthening relationships with local school districts.

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

Irving G. Hendrick
Interim Chancellor

Prepared by: Ola M. Jackson
Associate Dean, Teacher Preparation and Education Programs

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 40-08/09

2008-2009 UCR Aurora Project Subaward

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$3,000 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on April 28, 2009.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

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

Date: April 28, 2009

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

Background: The Riverside Community College District has received additional funding for the 2008-2009 Board Financial Assistance Program-Student Financial Aid Administrative Allowance (BFAP-SFAA) Capacity Program in the amount of \$1,500 from the California Community Colleges Chancellor's Office. The funds will be used to fund an outreach event.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$1,500 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Irving G. Hendrick
Interim Chancellor

Prepared by: Eugenia Vincent
District Dean, Student Financial Services

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 44-08/09

2008-2009 Board Financial Assistance Program-Student Financial Aid Administration
Allowance (BFAP-SFAA) Capacity Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$1,500 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 April 28, 2009.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-c

Date: April 28, 2009

Subject: Contingency Budget Adjustments

Background: The 2008-09 adopted budget represents our best estimate of anticipated expenditures necessary to address the educational needs of students pursuant to the District's mission, goals and objectives. New initiatives and projects and unanticipated needs may be identified subsequent to budget adoption, requiring that additional funds be established in the budget. The additional funds can be provided by transferring budget from available contingency balances. The following contingency budget adjustments have been requested:

<u>Program</u>	<u>Account</u>	<u>Amount</u>
1. Transfer to provide additional Measure C funds for the March Dental Education Center Project – Moreno Valley; approved by the Board of Trustees on March 17, 2009, Board Report No. VI-C-1. (Fund 41, Resource 4160)		
From: GO Bond Capital Project	Contingency	\$ 500,000
To: Facilities	Moreno Valley Campus	\$ 500,000
2. Transfer to provide additional Measure C funds for the Moreno Valley Parking Structure Project; approved by the Board of Trustees on March 17, 2009, Board Report No. VI-C-2. (Fund 41, Resource 4160)		
From: GO Bond Capital Project	Contingency	\$ 4,750,000
To: Facilities	Moreno Valley Campus	\$ 4,750,000

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

Irving G. Hendrick
Interim Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: April 28, 2009

Subject: Out-of-State Travel

Board Policy 6900 establishes procedures for reimbursement for out-of-state travel expenses; and the Board of Trustees must formally approve out-of-state travel beyond 500 miles; It is recommended that out-of-state travel be granted to:

Retroactive:

- 1) Ms. Maureen Chavez, director, Title V, Moreno Valley Campus, to travel to San Antonio, Texas, March 5-8, 2009, to attend the American Association of Hispanics in Higher Education, "Soluciones Para El Futuro: "Achieving Hispanic Success." Estimated cost: \$2,094.40. Funding source: Title V, Cooperative Grant. (The travel form was lost in interoffice mail. It was not discovered that the travel request had not received Board approval until after the March Board meeting.)
- 2) Mr. Nate Finney, application support technician, information services, Riverside City College, to travel to National Harbor, Maryland, April 5-8, 2009, to attend the 2009 Datatel Users Group Conference and Expo. Estimated cost: \$2,421.56. Funding source: the general fund. (The travel form was sent electronically by the deadline for inclusion on March Board report. However, recipient's computer was not working properly and the report was not received.)

Revisions:

- 1) At the meeting of October 21, 2008, the Board of Trustees approved out-of-state travel for Dr. Ward Schinke, associate professor, political science, to travel to New York City, New York, April 4-12, 2009, to accompany 10 delegates attending the National Model United Nations Conference. Estimated cost: \$17,465.90. Funding sources: \$6,500.00 from ASRCCD and \$10,965.90 from the general fund. The dates of travel changed to April 7-12, 2009, and Dr. Mark Sellick traveled in place of Dr. Schinke.

Current:

Moreno Valley Campus:

- 1) Ms. Linda Bushman, Ms. Sandy Schneidewind, and Ms. LeAnn Schoepflin, adjunct faculty, dental hygiene program, to travel to San Antonio, Texas, May 13-15, 2009, to attend the 10th Annual Dental Hygiene Clinical Teaching Workshop. Estimated cost: \$3,325.00. Funding source: Perkins grant funds.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: April 28, 2009

Subject: Out of State Travel (continued)

- 2) Ms. Donna Lesser, assistant professor, dental hygiene program, to travel to San Antonio, Texas, May 13-15, 2009, to attend the 10th Annual Dental Hygiene Clinical Teaching Workshop. Estimated cost: \$1,302.00. Funding source: the general fund.
- 3) Ms. Donna Lesser, assistant professor, dental hygiene program, to travel to Savannah, Georgia, June 12-16, 2009, to attend the 42nd Annual National American Dental Educators Association Allied Dental Program Directors' Conference. Estimated cost: \$1,963.52. Funding source: the general fund.
- 4) Dr. Monte Perez, President, Moreno Valley Campus, to travel to Washington, DC, May 6-8, 2009, to attend meetings with the staff of the Department of Education and the Department of Labor. Estimated cost: \$2,500.00. Funding source: the general fund.
- 5) Ms. Nicole Snitker, instructor, dental hygiene program, to travel to San Antonio, Texas, May 13-16, 2009, to attend the 10th Annual Dental Hygiene Clinical Teaching Workshop. Estimated cost: \$1,195.00. Funding source: Perkins grant funds.

Norco Campus:

- 1) Mr. Daniel Vega, instructor, counseling, to travel to New Orleans, Louisiana, May 27-29, 2009, to attend Retention 2009 – An International Conference on Student Retention. Estimated cost: \$1,703.94. Funding source: Basic Skills Initiative funds.
- 2) Ms. Annebelle Nery, associate dean, student services, to travel to Kansas City, Missouri, May 17-19, 2009, to attend the Supplemental Instruction Workshop. Estimated cost: \$1,464.36. Funding source: Basic Skills Initiative funds.
- 3) Ms. Gabriela Ramirez, secretary, Title V program, to travel to Kansas City, Missouri, May 17-21, 2009, to attend the Supplemental Instruction Workshop. Estimated cost: \$2,151.79. Funding source: Basic Skills Initiative funds.

Riverside City College:

- 1) Mr. David Avalos, instructor, culinary arts, to travel to Kansas City, Missouri, June 20-27, 2009, to attend the National SkillsUSA Leadership Conference. Estimated cost: \$1,890.00. Funding source: Vocational Technical Education Act grant funds.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: April 28, 2009

Subject: Out of State Travel (continued)

- 2) Ms. Betty Bryant, student financial services support specialist, student financial services, to travel to Boston, Massachusetts, June 27-30, 2009, to attend the National Association of College and University Business Officers Annual Meeting. Estimated cost: \$2,706.84. Funding source: Maintenance of Effort grant funds.
- 3) Ms. Tammy DiBenedetto, associate professor, English, to travel to Washington, DC, June 5-7, 2009, to attend the Teaching Professor Conference. Estimated cost: \$1,724.00. Funding sources: \$250.00 from the general fund, and \$1,474.00 from faculty staff development funds.
- 4) Mr. Richard Finner, associate professor, graphics, to travel to Kansas City, Missouri, June 20-27, 2009, to attend the National SkillsUSA Leadership Conference. Estimated cost: \$1,940.00. Funding source: Vocational Technical Education Act funds.
- 5) Ms. Helena Largent, veterans services technician, to travel to Oklahoma City, Oklahoma, July 19-23, 2009, to attend the 2009 Annual Western Association Veterans Education Specialist Conference. Estimated cost: \$1,519.18. Funding source: the general fund.
- 6) Mr. Santos Martinez, student services technician, to travel to Oklahoma City, Oklahoma, July 19-23, 2009, to attend the 2009 Annual Western Association Veterans Education Specialist Conference. Estimated cost \$1,409.08. Funding source: the general fund.
- 7) Mr. Mohammad B. Moghaddam, director, Hospitality Management and Culinary Arts Programs, to travel to Chicago, Illinois, May 15-19, 2009, to attend the National Restaurant Association International Hotel and Restaurant Show. Estimated cost: \$1,339.74. Funding source: the general fund.
- 8) Dr. Jan Schall, professor, sociology, to travel to Istanbul, Cappadocia, Kusadasi, Troy, Ankara, Pamukkale and Konya, Turkey, June 19-July 3, 2009, to lead the Riverside Community College District Summer Study Tour. Estimated cost: \$2,113.00. Funding source: the general fund.
- 9) Ms. Pamela Whelchel, assistant professor, math, to travel to Washington, DC, June 5-7, 2009, to attend The Teaching Professor 2009 Conference. Estimated cost: \$1,699.00. Funding source: the general fund.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: April 28, 2009

Subject: Out-of-State Travel (continued)

Riverside Community College District:

- 1) Mr. Richard Keeler, director, grants, to travel to Washington, DC, November 10-14, 2009, to attend Council for Resource Development's 43rd Annual Conference: Revitalizing Resources. Estimated cost: \$2,322.73. Funding source: the general funds.
- 2) Ms. Colleen Molko, associate director, grants, to travel to Washington, DC, November 10-14, 2009, to attend the Council for Resource Development's 43rd Annual Conference. Estimated cost: \$2,202.88. Funding source: the general fund.

Irving G. Hendrick
Interim Chancellor

Prepared by: Michelle Haeckel
Administrative Assistant

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-6-a

Date: April 28, 2009

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

Background: On September 11, 2007, the Board of Trustees authorized delegating authority to the Chancellor to authorize contractual agreements and the expenditure of funds pursuant to the Public Contract Code Section 20650 threshold, currently set at \$76,700. The attached listing of contracts and agreements under \$76,700 requested by campus and District staff and issued by the District Business Office, have been reviewed to verify that budgeted funds are available in the appropriate category of expenditure. Unless otherwise noted, the period covered by the contract or agreement is within fiscal year 2008-2009. The contracts and agreements have been executed pursuant to the boards' delegation of authority and are presented on this agenda for ratification.

Recommended Action: It is recommended that the Board of Trustees ratify the contracts and agreements totaling \$258,902.

Irving G. Hendrick
Interim Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

Contracts and Agreements Report-All District Funds
 \$76,700 and under
 3/1/09 thru 3/31/09

PO Number	Department	Vendor	City	Description	Amount
C0002455	Economic Development	Rounds, Miller and Associates	Rancho Palos Verdes	Course Development	\$300
C0002449	Facilities - NOR	Guerra, Patricia	Rialto	Norco Soccer Field P2 Labor Compliance	1,000
C0002466	Performing Arts - RIV	Stagelight Productions	Brea	Scenic Rental	1,100
C0002471	Art - RIV	Artstor	New York	Subscription	2,080
C0002140	Open Campus	Acorn Technology Corporation	Riverside	Datacenter Colocation	2,500
C0002459	English & Speech Comm.-RIV	Ebsco Subscription Services	Los Angeles	Online Database Subscription	2,900
C0002457	Facilities Planning, Design & Const.	Higginson+Cartozian Architects, Inc	Redlands	District Office Upgrades Design	3,700
C0002452	Economic Development	Gereau, Servando	Redlands	Training	4,800
C0002450	Institutional Effectiveness	Acorn Technology Corporation	Riverside	Maintenance Services	5,500
C0001862	Performance Riverside	Music Theatre International	New York	Licence Royalty	6,600
C0002465	Academic Affairs - RIV	Smarthinking, Inc	Washington DC	Tutoring Services	11,640
C0002472	Facilities - MV	Prime Landscaping	Moreno Valley	Landscaping Management	17,140
C0002451	Board of Trustees	Gresham Savage Nolan & Tilden	San Bernardino	Legal Services	25,000
C0002467	Occupational Education	Jurupa Unified School Dist	Riverside	Program Management For ECHS	36,577
C0002463	Facilities - NOR	KI	Green Bay	Furniture-Norco Industrial Tech Bldg	48,333
C0002464	Facilities - MV	Mark Sauer Construction, Inc	Corona	Seismic Joint Bid Award	69,732
N/A	Purchasing	DS Waters (Sparkletts)	San Bernardino	District Drinking Water	20,000
N/A	Customized Solutions	APICS	Claremont	Training	No Cost
N/A	Library	Better World Books	Alpharetta	Donating Surplus Books	No Cost
N/A	Student Services -NOR	City of Norco	Norco	ASNC	No Cost
N/A	Performance Riverside	City of Riverside	Riverside	Sponsorship	No Cost
N/A	Institutional Effectiveness	Community College Consortium	Los Altos Hills	Access to Educational Resources	No Cost
N/A	Economic Development	County of Riv Economic Developmen	Riverside	Economic Development Services	No Cost
N/A	Career & Technical Programs	Ford Motor Company	Detroit	Certify Instructors in Ford Asset Prgm	No Cost
N/A	Career & Technical Programs	Jurupa Unified School Dist	Riverside	Facility Usage	No Cost
N/A	Nursing	Loma Linda University	Loma Linda	Student Clinical Placement	No Cost
N/A	Health, Human & Public Services	Moreno Valley Conference Center	Moreno Valley	Graduation Ceremony	No Cost
N/A	Health Sciences	Redlands Community Hospital	Redlands	Clinical Training	No Cost
N/A	Health Sciences	Riverside Superintendent of Schools	Riverside	Youth Mentoring	No Cost
N/A	Culinary Academy	Scantron	Irvine	Loaner Test Scoring Machine	No Cost
N/A	Health Sciences	Universal Healthcare Services	Rancho Springs	Pre-Hospital Provider Agreement	No Cost
N/A	Nursing	Valley Health Systems	Hemet	Clinical Training	No Cost
N/A	Physician Assistant Program	Donald M Ehman MD	Brawley	Clinical Training	No Cost
N/A	Rubidoux Annex	Scantron	Irvine	Free Loaner Test Scoring Machine	No Cost
N/A	Grants	Ramona Munsell & Associates	Bella Vista	Title V Development Services	No Cost

Contracts and Agreements Report-All District Funds

\$76,700 and under
3/1/09 thru 3/31/09

PO Number	Department	Vendor	City	Description	Amount
N/A	Customized Solutions	ES Babcock and Sons	Riverside	Customized Excel Training	No Cost
N/A	Performing Arts - RIV	Chaminade College Preparatory	West Hills	Prop Rental from Dept	No Cost
Additions to Approved/Ratify Contracts of \$76,700 and Under					
N/A	Workforce Preparation	Foundation for CA Comm. Colleges	Sacramento	Increase of Grant Funds by \$20,620	No Cost
N/A	Facilities Planning, Design & Const.	Higginson + Cartozian Architects	Redlands	Extends Date to 6/30/2009	No Cost
N/A	Customized Solutions	Mt. San Antonio College	Walnut	Extends Date to 2/28/2009	No Cost
N/A	Workforce Preparation	Riverside County Dept Social Service	Riverside	Extends Date to 6/30/2011	No Cost
N/A	Facilities Planning, Design & Const.	GKK Works	Irvine	Extends Date to 6/30/09	No Cost
N/A	Occupational Education	Jurupa Unified School District	Riverside	Extends Date to 6/13/2009	No Cost
N/A	Teacher Preparation	UC Regents	Riverside	Amends Funds by \$3,000	No Cost
N/A	Community Education	Boston Reed College	Napa	Increase of Grant Funds by \$	No Cost
Total					<u>\$258,902</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
STUDENT SERVICES AND OPERATIONS

Report No.: V-A-6-b

Date: April 28, 2009

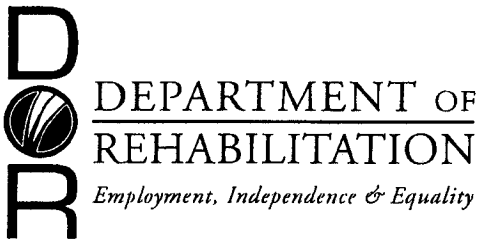
Subject: Amendment to the Agreement with the State of California, Department of Rehabilitation

Background: Presented for the Board's review and consideration is an amendment to the agreement between Riverside Community College District and the State of California, Department of Rehabilitation to provide assistance in securing employment and training to Riverside Community College District students who are also Department of Rehabilitation clients. The Workability III Program is a cooperative effort funded for the past eleven years which combines the resources of both agencies to provide services to assist the Department of Rehabilitation applicants/clients who receive services from both agencies. Riverside Community College District will provide Cooperative Auxiliary and Employment Services to Department of Rehabilitation applicants/clients under the terms of this agreement. Service coordination and collaboration occur within both service categories. The term of the agreement began on July 1, 2008 and continues through June 30, 2011. This contract requires annual Board approval through an amendment. Funding source: Federally funded from the Department of Rehabilitation and requires a 25% Cooperative Agency Share (Certified Expenditure).

Recommended Action: It is recommended that the Board of Trustees ratify the amendment to the agreement to provide assistance in securing employment and training to students, for the period of July 1, 2008 through June 30, 2011, for an amount not to exceed \$870,180.00, and authorize the Vice Chancellor, Administration and Finance, to sign the amendment.

Irving G. Hendrick
Interim Chancellor

Prepared by: Paula McCroskey
District Dean, Disabled Student Program and Services



State of California
Health and Human Services Agency

Tony Sauer, Director
P.O. Box 944222
Sacramento, CA 94299-9222
(916) 558-5680 Office
(916) 558-5681 Fax
scooley@dor.ca.gov Email

March 3, 2009

Riverside Community College District
Paula McCroskey
4800 Magnolia Avenue
Riverside, CA 92506-1299

Dear Paula McCroskey:

Attached is a contract amendment for Fiscal Year 2008/09, 2009/10 and 2010/11 for contract #26958. Please have them signed and return all four original copies of the agreement (one complete contract and three Standard Agreement forms-STD213, no additional copies are needed) to the address below. **All signed documents must have original signatures.**

Department of Rehabilitation
Shari Cooley, Contract Analyst
Contracts and Procurement Section
721 Capitol Mall, 6th Floor
Sacramento, CA 95814

Please note: The person currently authorized to sign contracts for Riverside Community College is Aaron S. Brown, Interim Vice Chancellor. If anyone else signs the contract, a new board resolution and a signature authorization form are required. However, if the authorized signer is in an elected position, you do not need the Board Resolution form, just submit a letter stating the fact.

If you have any questions please call me at (916) 558-5690.

Sincerely,

Shari Cooley
Contract Analyst

Enclosure

cc: Contract Administrator

STATE OF CALIFORNIA

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER 26958	AMENDMENT NUMBER 2
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
 Department of Rehabilitation
 CONTRACTOR'S NAME
 Riverside Community College District
- The term of this Agreement is July 1, 2008 through June 30, 2011
- The maximum amount of this Agreement is \$870,180.00
 Agreement after this amendment is: Certified Expenditure \$468,087.00
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

CFDA #84,126A – State Vocational Rehabilitation Services Program

The revised Exhibit B, D, Program Budgets, Service Budget Narrative and Certified Budget hereby replaces Exhibit B, D, Program Budgets, Service Budget Narrative and Certified Budget in their entirety for Fiscal Year (FY) 2008/09, 2009/10 and 2010/11.

The amount of this agreement is changed from \$720,180.00 to \$870,180.00 to add \$150,000.00 for FY 2008/09, 2009/10 and 2010/11; the Certified Expenditure is changed from \$367,068.00 to \$468,087.00 to add \$101,019.00 for FY 2008/09, 2009/10 2010/11.

This amendment is effective July 1, 2008. This contract provides aid to the public through an intermediary or a non-profit entity that meets Revenue & Taxation Code 2211 using funds identified for this purpose.

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Riverside Community College District		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING James L. Buisse, Vice Chancellor, Administration and Finance		
ADDRESS 4800 Magnolia Avenue, Riverside, CA 92506-1299		
STATE OF CALIFORNIA		
AGENCY NAME Department of Rehabilitation		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Douglas J. Sale, Chief, Contracts and Procurement Section		
ADDRESS 721 Capitol Mall, 6 th Floor, Sacramento, CA 95814		

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.
2. It is mutually agreed that if sufficient funds are not made available to the State by the United States Government for the current year and/or any subsequent years covered under this Agreement, this Agreement shall be of no further force and effect. In this event, the State 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 provision of this Agreement. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the United States Government or any statute enacted by the United States Government, which may affect the provisions, terms, or funding of this contract in any manner.
3. It is mutually agreed that if the United States Government does not appropriate sufficient funds for the program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount. Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
4. There are no oral understandings or agreements that are not incorporated in this contract.
5. Either party has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.
6. Exceeding an approved line items within a budget category is allowed provided the exceeded dollar amount does not affect the scope of work and is necessary for the provision of services to DOR clients. However, a budget revision or budget amendment must be submitted if budget changes shall occur.
7. Expenditures cannot be incurred that will exceed the total budget category amount. To move funds between budget categories requires a budget revision. Changes in budget category amounts shall not result in an increase of the total contract amount. Any alterations or variations to the contract must be contained in a written contract budget revision approved by State's Contract Office and/or written contract amendment, approved by the Department of General Services.
8. The Contractor is responsible for monitoring the percentage of time/number of hours devoted by staff on the contract for overall consistency with the contract terms.
9. Prompt Payment. The State of California is obligated to promptly pay all invoices; however, invoices must be properly submitted for prompt processing and payment. Under certain conditions, the State is required to pay vendors a late payment if a correct invoice for services/goods is not paid within 45 calendar days. The vendor does not have to request the late payment. The State will determine and send any late payment to the vendor.

10. Payment of Expenditures (If applicable)

By signing this contract, Contractor certifies under penalty of perjury that the **Service Budget (DOR 801A)** does not contain line items that are, or will be, during the period covered by this contract, reimbursed/paid by another source of funding.

This is a cost reimbursement contract. State will pay the Contractor as invoiced monthly or quarterly as specified in Exhibit E, for Contractor's actual costs to provide services as identified on the **Service Budget (DOR801A)**. For each fiscal year, total funds to be paid shall not exceed the amount specified in the "Service Budget" for that fiscal year. Unexpended funds for a fiscal year shall not be carried over to another fiscal year.

State will not pay contractor for actual costs until the match has been submitted by the (County), as applicable.

11. Certified Expenditure (If applicable)

Contractor shall certify to the State, on a monthly or quarterly basis as specified in Exhibit E, the actual expenditure of Contractor funds for Contractor's cost of operation in the Cooperative program as set forth in the "Cooperative Agency Certified Expenditure Budget Summary." All such expenditures shall be under the administrative supervision of State and no portion of the certified expenditures shall come from Federal funds. The State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the "Cooperative Agency Certified Expenditure Budget Summary."

The total Cooperative Agency certified expenditure share will be matched to Federal funds at no less than 25%, as indicated on the DOR Program Budget Summary.

If the value of the certified expenditures by the Contractor is below 25% of the actual total program cost, the "**Service Budget**" may be reduced after review by the DOR Contract Administrator. State will not pay the Contractor for actual costs claimed on the DOR801B Service Invoice until the certified expenditure summary for the same period has been submitted.

The Contractor contributions, including any in excess of the amount specified in the "Cooperative Agency Certified Expenditure Budget Summary" will be used by State to obtain Federal funds under Section 110 of the Rehabilitation Act of 1973, as amended. Federal funds obtained in excess of the "Total Program Cost" as identified on the "DOR Program Budget Summary" shall accrue to the State.

12. Cash Match (If applicable)

Each fiscal year, Contractor will pay to State, no less than quarterly, in advance, upon receipt of an invoice from State, all those cash matching funds which are identified within the Program Budget Summary for that fiscal year. State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the approved budget, it being understood that all matching funds obtained by State from Contractor shall be exclusive funds of State.

The total Cooperative Agency cash share will be matched to Federal funds at no less than 21.3% as indicated on the "DOR Program Budget Summary".

13. Indirect Costs (If applicable)

Indirect costs are allowable costs incurred by an organization which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with Office of Management and Budget (OMB) circulars. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs/expenditures.. The allocation of indirect costs cannot be based on an arbitrary fixed rate. Where an estimated percentage rate is used when the contract is written, the actual rate must be used to bill for indirect costs/administrative overhead; however, the actual rate cannot exceed the contracted budget percentage rate. If the actual rate exceeds the budgeted rate, then a budget revision or amendment is required prior to billing the actual rate. Documentation to support the allocation rate/method must be maintained by the Contractor and is subject to review by the Department of Rehabilitation, State Auditors, Federal Department of Education auditors, or their designated representatives.

Riverside Community College District

Program Budget Summary

Fiscal Year 2008/09

July 1, 2008 - June 30, 2009

		<u>TOTALS</u>
DOR PROGRAM COSTS (From DOR Program Budget)		\$169,120
TOTAL PAYMENT BY DOR TO CA (From Service Budget)		\$290,060
TOTAL COOPERATIVE AGENCY EXPENDITURES (From Cooperative Agency Certified Expenditure Budget)		\$156,029
<hr/>		
TOTAL PROGRAM COST		\$615,209
Cooperative Agency Share (Certified Expenditure)	25.36%	\$156,029
Total DOR Share	74.64%	\$459,180
<hr/>		
TOTAL BUDGET		\$615,209

Cooperative agency certified expenditures must be from non-Federal funds and can not be used to draw down other Federal funds. The certified expenditure must equal at least 25% of the total program costs.

Riverside Community College District

Program Budget Summary

Fiscal Year 2009/10

July 1, 2009 - June 30, 2010

		<u>TOTALS</u>
DOR PROGRAM COSTS		\$169,120
(From DOR Program Budget)		
TOTAL PAYMENT BY DOR TO CA		\$290,060
(From Service Budget)		
TOTAL COOPERATIVE AGENCY EXPENDITURES		\$156,029
(From Cooperative Agency Certified Expenditure Budget)		
<hr/>		
TOTAL PROGRAM COST		\$615,209
Cooperative Agency Share	25.36%	\$156,029
(Certified Expenditure)		
Total DOR Share	74.64%	\$459,180
<hr/>		
TOTAL BUDGET		\$615,209

Cooperative agency certified expenditures must be from non-Federal funds and can not be used to draw down other Federal funds. The certified expenditure must equal at least 25% of the total program costs.

Riverside Community College District

Program Budget Summary

Fiscal Year 2010/11

July 1, 2010 - June 30, 2011

		<u>TOTALS</u>
DOR PROGRAM COSTS		\$169,120
(From DOR Program Budget)		
TOTAL PAYMENT BY DOR TO CA		\$290,060
(From Service Budget)		
TOTAL COOPERATIVE AGENCY EXPENDITURES		\$156,029
(From Cooperative Agency Certified Expenditure Budget)		
<hr/>		
TOTAL PROGRAM COST		\$615,209
Cooperative Agency Share	25.36%	\$156,029
(Certified Expenditure)		
Total DOR Share	74.64%	\$459,180
<hr/>		
TOTAL BUDGET		\$615,209

Cooperative agency certified expenditures must be from non-Federal funds and can not be used to draw down other Federal funds. The certified expenditure must equal at least 25% of the total program costs.

Riverside Community College District

DOR Program Budget

Fiscal Year 2008/09

July 1, 2008 - June 30, 2009

0.75

FTE Counselor Units

DEPARTMENT OF REHABILITATION SERVICES

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FTE</u>	<u>TOTAL</u>
Rehabilitation Counselor	1 FTE = \$110,377	0.75	\$82,783

Case Services

(Individual Client Expenses)

\$86,337

SUBTOTAL

\$169,120

Case Service Contract/s to:

\$0
\$0
\$0
\$0
\$0

TOTAL DOR PROGRAM COST

\$169,120

Riverside Community College District

DOR Program Budget

Fiscal Year 2009/10

July 1, 2009 - June 30, 2010

0.75

FTE Counselor Units

DEPARTMENT OF REHABILITATION SERVICES

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FTE</u>	<u>TOTAL</u>
Rehabilitation Counselor	1 FTE = \$110,377	0.75	\$82,783

Case Services

(Individual Client Expenses)

\$86,337

SUBTOTAL

\$169,120

Case Service Contract/s to:

\$0

\$0

\$0

\$0

\$0

TOTAL DOR PROGRAM COST

\$169,120

Riverside Community College District

DOR Program Budget

Fiscal Year 2010/11

July 1, 2010 - June 30, 2011

0.75

FTE Counselor Units

DEPARTMENT OF REHABILITATION SERVICES

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FTE</u>	<u>TOTAL</u>
Rehabilitation Counselor	1 FTE = \$110,377	0.75	\$82,783
Case Services (Individual Client Expenses)			\$86,337
SUBTOTAL			\$169,120
Case Service Contract/s to:			
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL DOR PROGRAM COST			\$169,120

STATE OF CALIFORNIA
SERVICE BUDGET
 DOR 801A (Rev. 2/98)

DEPARTMENT OF REHABILITATION

Original Amendment Revision

Contractor Name and Address: Riverside Community College District 4800 Magnolia Avenue Riverside, CA 92506-1299		Contract Number: 26958	Federal ID Number: 33-0831357	Page <u>1</u> of <u>1</u>
		Budget Period: 7/1/08 - 6/30/09	Effective Date: 7/1/2008	Effective Date:

Line No.	Position Title	Amount Budgeted	Budget Change	Budget Change	TOTAL BUDGET
1	PERSONNEL				
2	WAIII Job Developer 100% of 1 FTE @ 30 hours per week (12 mos)		\$32,706.00		\$32,706.00
3	WAIII Adjunct Counselor 40% of 1 FTE @ 16 hours per week (\$70.65 per hour) (12 mos)	\$37,530.00	\$13,590.00		\$51,120.00
4	WAIII Office Assistant I 100% of 1 FTE @ 16 hours per week (12 mos)	\$7,722.50			\$7,722.50
5	WAIII Support Services Specialist 80% of 1 FTE @ 40 hours per week (12 mos)	\$59,770.00			\$59,770.00
6	WAIII Career Development Specialist 80% of 1 FTE @ 40 hours per week (10 mos)	\$94,742.00			\$94,742.00
7	WAIII Career Development Specialist - Overload Hours	\$19,203.00			\$19,203.00
8					
9					
10					
11					
12					
13	Subtotal	\$218,967.50	\$46,296.00		\$265,263.50
14	OPERATING				
15	Office Supplies/Printing	\$1,100.00			\$1,100.00
16	Instructional Supplies	\$510.00			\$510.00
17	Professional Membership	\$100.00			\$100.00
18	Travel/Mileage	\$1,200.00			\$1,200.00
19	Training	\$400.00			\$400.00
20					
21					
22					
23	Subtotal	\$3,310.00			\$3,310.00
24	Personnel and Operating Subtotal	\$222,277.50	\$46,296.00		\$268,573.50
25	INDIRECT COST	8.0000%	\$17,782.20	\$3,703.68	\$21,486.00
TOTALS (rounded to nearest dollar)		\$240,060	\$50,000		\$290,060.00

Indirect costs are allowable costs, incurred by an organization, which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with Office of Management and Budget (OMB) circulars. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary rate.

STATE OF CALIFORNIA
SERVICE BUDGET
 DOR 801A (Rev. 2/98)

DEPARTMENT OF REHABILITATION

Original

Amendment Revision

Contractor Name and Address: Riverside Community College District 4800 Magnolia Avenue Riverside, CA 92506-1299		Contract Number: 26958	Federal ID Number: 33-0831357	Page <u>1</u> of <u>1</u>
		Budget Period: 7/1/09 - 6/30/10	Effective Date: 7/1/2008	Effective Date:

Line No.	Position Title	Amount Budgeted	Budget Change	Budget Change	TOTAL BUDGET
1	PERSONNEL				
2	WAlII Job Developer 100% of 1 FTE @ 30 hours per week (12 mos)		\$32,706.00		\$32,706.00
3	WAlII Adjunct Counselor 40% of 1 FTE @ 16 hours per week (\$70.65 per hour) (12 mos)	\$37,530.00	\$13,590.00		\$51,120.00
4	WAlII Office Assistant I 100% of 1 FTE @ 16 hours per week (12 mos)	\$7,722.50			\$7,722.50
5	WAlII Support Services Specialist 80% of 1 FTE @ 40 hours per week (12 mos)	\$59,770.00			\$59,770.00
6	WAlII Career Development Specialist 80% of 1 FTE @ 40 hours per week (10 mos)	\$94,742.00			\$94,742.00
7	WAlII Career Development Specialist - Overload Hours	\$19,203.00			\$19,203.00
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9					
10					
11					
12					
13	Subtotal	\$218,967.50	\$46,296.00		\$265,263.50
14	OPERATING				
15	Office Supplies/Printing	\$1,100.00			\$1,100.00
16	Instructional Supplies	\$510.00			\$510.00
17	Professional Membership	\$100.00			\$100.00
18	Travel/Mileage	\$1,200.00			\$1,200.00
19	Training	\$400.00			\$400.00
20					
21					
22					
23	Subtotal	\$3,310.00			\$3,310.00
24	Personnel and Operating Subtotal	\$222,277.50	\$46,296.00		\$268,573.50
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		Budget Period: 7/1/10 - 6/30/11	Effective Date: 7/1/2008	Effective Date:	
Line No.	Position Title	Amount Budgeted	Budget Change	Budget Change	TOTAL BUDGET
1	PERSONNEL				
2	WAIII Job Developer 100% of 1 FTE @ 30 hours per week (12 mos)		\$32,706.00		\$32,706.00
3	WAIII Adjunct Counselor 40% of 1 FTE @ 16 hours per week (\$70.65 per hour) (12 mos)	\$37,530.00	\$13,590.00		\$51,120.00
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17	Professional Membership	\$100.00			\$100.00
18	Travel/Mileage	\$1,200.00			\$1,200.00
19	Training	\$400.00			\$400.00
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SERVICE BUDGET NARRATIVE

PERSONNEL

Traditional Agency Functions:

This position was created especially to provide a unique service under the cooperative contract with DOR; therefore no traditional agency function is mentioned.

Cooperative Program Function:

WorkAbility III Job Developer

Under the supervision of WorkAbility III Coordinator, provide job development and placement, and direct employment services including: job seeking skills training and preparation individually or in a group setting to DOR student/clients; develop work experience/internships through RCC general work experience classes; access local EDD Office job bank and RCCD Job Placement Office seeking appropriate job openings. Contacts local businesses, institutions, and agencies to identify and cultivate internships and work experience leading to employment. Responsible for providing follow-up and track DOR student/clients who receive employment preparation services and job placement consistent with the IPE, through accurate case notes, documentation, and WorkAbility database.

Traditional Agency Functions:

Adjunct Counselor, Disabled Student Services

Provide academic and career counseling to student/clients with a wide range of disabilities including, but not limited to learning disabilities, psychological disabilities, acquired brain injury, health impairments, physical disabilities, visual impairments, deaf and hard of hearing. Assist with DSPS intake interviews; assist with priority registration.

Cooperative Program Function:

WorkAbility III Adjunct Counselor

Assist Career Development Specialist in performing duties required to transition DOR student/clients from college to work; also teach Guidance 47 class; contact employers for the purpose of developing job opportunities; collaborate with district wide job placement services for purpose of developing job opportunities; access the local EDD (Employment Development Department) job bank; assist in the development of job shadowing and work experience sites; follow-up on job placements; facilitate enrollment in Work Experience classes for the purpose of gaining experience leading to employment in related Major.

Traditional Agency Functions:

WorkAbility III Office Assistant I

This position was created especially to provide a unique service under the cooperative contract with DOR; therefore no traditional agency function is mentioned.

Cooperative Program Function:
WorkAbility III Office Assistant I

Prepare WorkAbility III reports, type resumes, check project coding lists, compare and process Riverside Community College District/Department of Rehabilitation forms, maintain file records; and contact DOR student/clients, answer routine questions and give out standard information about the WorkAbility III program; type tests and teaching materials, letters and other materials, proofread typed materials for grammatical and spelling errors, receive, distribute and dispatch mail; answer the telephone; operate office equipment; participate in District provided in-service trainings; maintain friendly and supportive atmosphere for students, faculty, staff, and the public; sort, alphabetize and file WorkAbility III records and reports; schedule appointments for WorkAbility III staff and DOR counselor liaison.

Traditional Agency Functions:
DSP&S Support Services Specialist

Conduct intake interviews with prospective students; assists with registration for students with disabilities; performs clerical tasks, disseminate college-related information. Administers and proctors course examinations in alternative formats. Assists in training students in the use of adaptive equipment and computers. Responsible for material of a highly sensitive and confidential nature. Maintains sensitivity to the exceptional characteristics of persons with varying degrees of disability. Maintains a friendly and supportive atmosphere. Performs other related duties as assigned.

Cooperative Program Function:
WorkAbility III Support Services Specialist

Assist DOR student/clients in development of resume, master application, and cover letter. Assist as needed with Guidance 47 (Career Exploration) class. Participate in District provided in-service training programs. Develop and maintain WorkAbility III student/clients database; assist with WorkAbility III contract renewal. Responsible for invoicing; participate in Department of Rehabilitation provided in-service and contract trainings.

Traditional Agency Functions:
DSPS Counselor

Provide academic and career counseling to students with a wide range of disabilities including, but not limited to learning disabilities, psychological disabilities, acquired

brain injury, health impairments, physical disabilities, visual impairments, deaf and hard of hearing. Assist with DSPS intake interview; develop student educational plans and help students choose appropriate coursework.

Cooperative Program Function:

WorkAbility III Career Development Specialist

Assist in supervision of WorkAbility III staff, who work with DOR student/clients to facilitate their transition from college to work; regularly confer with DOR counselors to determine student/clients status; assist in development and implementation of the IPE, collaborate with job placement services staff who contact employers for the purpose of developing job leads and job opportunities. Facilitate enrollment in work experience classes for the purpose of gaining experience leading to employment in a related Major or occupation; follow-up on job placements; assist in the determination of the need for post-employment services; assist WorkAbility III coordinator as needed; write reports and maintain WorkAbility records; teach Guidance 47 as required; assess student/clients job readiness; perform intake/screening interviews with student/clients.

Cooperative Program Function:

WorkAbility III Career Development Specialist- Overload

This line item represents hours that the position will need to work during the periods of time when the position is normally scheduled to recess. This is necessary in order to maintain contact with student/clients and consistency in service delivery.

Operating Expenses

Office Supplies/Printing – paper, file folders, pens, pencils, notebooks, staplers and staples; paper clips, copier toner and printer cartridges. Scandisks (computer flash drives);sheet protectors, post pins, expanding file keepers, resume paper, and envelopes; paper fasteners, business cards to be used for job development contacts, dividers, tape, highlighting pens, labels, and other similar items. Will also cover the cost of printing informational pamphlets for the WorkAbility III program.

Instructional Supplies – Books and materials needed for Guidance 47 (Career Exploration) class; Personality and Interest Inventory forms and reference materials; skills and values card sort inventory materials to be used for student/clients enrolled in Guidance 47, blank VCR tapes/CD's for the purpose of 'mock' employment interview preparation.

Professional Membership - This will include membership in the Greater Riverside Chamber of Commerce, and/or membership in the Riverside Community Hospital

Foundation Executive Council (networking opportunities for job development in the medical field) and related activities.

Travel/Mileage – Agency travel will consist of airfare, hotel and per diem costs, taxi and/or rental car, toll and parking fees incurred as a result of attending meetings and training which is directly related to the WorkAbility Program. Mileage covers the expense of driving to visit employers to develop jobs, job shadowing and work experience sites; follow-up visits to DOR student/clients who are participating in one of these components; travel to WorkAbility related meetings and training. All costs invoiced at the rate allowed by Riverside Community College District or the State approved rate for non-represented employees, whichever is less.

Training – will cover the cost of training deemed to enhance performance of contract related duties with the approval of Contract Administrator.

Indirect Cost – Based upon a review of accounting records by Riverside Community College District Accountants/Auditors, which includes all direct and indirect costs. This rate is to be applied to all direct costs.

COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET

Fiscal Year 2008/09
July 1, 2008 - June 30, 2009

Contractor Name and Address

Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506-1299

Cooperative agency agrees that it will make the following expenditures during the fiscal year, in conformity with the following narrative section titled "Cooperative Agency-Certified Expenditure Budget Narrative". These are not legally mandated services and are not services that the Cooperative agency otherwise provides.
****NOTE**** No portion of the below expenditures shall come from Federal Funds.

Item Expenditure	FTE	Total Expenditure Dollars	Percent of Expenditure Devoted to Program	Amounts Chargeable to Program
PERSONNEL/POSITIONS				
WAIII Coordinator/District Dean	1 @ 40 hrs week (12 mos)	\$ 160,078.00	10%	\$ 16,007.80
WAIII Specialist	1 @ 40 hrs week (12 mos)	\$ 79,152.00	10%	\$ 7,915.20
WAIII Specialist	1 @ 40 hrs week (12 mos)	\$ 72,336.00	10%	\$ 7,233.60
WAIII Specialist	1 @ 40 hrs week (12 mos)	\$ 62,998.00	10%	\$ 6,299.80
WAIII Specialist	1 @ 40 hrs week (12 mos)	\$ 62,998.00	10%	\$ 6,299.80
WAIII Counselor/LD	1 @ 40 hrs week (10 mos)	\$ 147,347.00	10%	\$ 14,734.70
WAIII Counselor - Overload		\$ 12,802.00	10%	\$ 1,280.20
WAIII Counselor/LD	1 @ 40 hrs week (10 mos)	\$ 124,284.00	10%	\$ 12,428.40
WAIII Counselor - Overload		\$ 12,802.00	10%	\$ 1,280.20
WAIII Counselor/LD	1 @ 40 hrs week (10 mos)	\$ 128,159.00	10%	\$ 12,815.90
WAIII Counselor - Overload		\$ 12,802.00	10%	\$ 1,280.20
WAIII Adaptive Technology Specialist	1 @ 40 hrs week (12 mos)	\$ 99,471.00	10%	\$ 9,947.10
WAIII Support Services Specialist	1 @ 40 hrs week (12 mos)	\$ 77,977.00	10%	\$ 7,797.70
WAIII Support Services Specialist	1 @ 40 hrs week (12 mos)	\$ 72,880.00	10%	\$ 7,288.00
WAIII Support Services Specialist	1 @ 40 hrs week (12 mos)	\$ 69,099.00	10%	\$ 6,909.90
WAIII Secretary to Coordinator	1 @ 40 hrs week (12 mos)	\$ 69,720.00	10%	\$ 6,972.00
WAIII Alternate Media Specialist	1 @ 40 hrs week (12 mos)	\$ 126,566.00	5%	\$ 6,328.30
WAIII Interpreter Specialist	1 @ 40 hrs week (12 mos)	\$ 82,695.00	4%	\$ 3,307.80
WAIII Senior Interpreter	1 @ 40 hrs week (12 mos)	\$ 69,522.00	4%	\$ 2,780.88
WAIII Senior Interpreter	1 @ 40 hrs week (12 mos)	\$ 68,390.00	4%	\$ 2,735.60
WAIII Senior Interpreter	1 @ 40 hrs week (12 mos)	\$ 70,702.00	4%	\$ 2,828.08

OPERATING EXPENSES				
		NOT APPLICABLE		

Subtotal of Transition Specialist and Transition Aide positions that Indirect Costs are being charged to:	\$	144,471.16
Indirect Cost/Administrative Overhead:	8.000%	\$11,557.69
TOTAL EXPENDITURES "CERTIFIED" BY COOPERATIVE AGENCY (Rounded to the Nearest Dollar):	\$	156,029

COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET

Fiscal Year 2009/10

July 1, 2009 - June 30, 2010

Contractor Name and Address	Cooperative agency agrees that it will make the following expenditures during the fiscal year, in conformity with the following narrative section titled "Cooperative Agency-Certified Expenditure Budget Narrative". These are not legally mandated services and are not services that the Cooperative agency otherwise provides. **NOTE** No portion of the below expenditures shall come from Federal Funds.
Riverside Community College District 4800 Magnolia Avenue Riverside, CA 92506-1299	

Item Expenditure	FTE	Total Expenditure Dollars	Percent of Expenditure Devoted to Program	Amounts Chargeable to Program
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OPERATING EXPENSES				
		NOT APPLICABLE		

Subtotal of Transition Specialist and Transition Aide positions that Indirect Costs are being charged to.	\$	144,471.16
Indirect Cost/Administrative Overhead:	8.000%	\$11,557.69
TOTAL EXPENDITURES "CERTIFIED" BY COOPERATIVE AGENCY (Rounded to the Nearest Dollar):	\$	156,029

COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET

Fiscal Year 2010/11

July 1, 2010 - June 30, 2011

Contractor Name and Address	Cooperative agency agrees that it will make the following expenditures during the fiscal year, in conformity with the following narrative section titled "Cooperative Agency-Certified Expenditure Budget Narrative". These are not legally mandated services and are not services that the Cooperative agency otherwise provides. **Note** No portion of the below expenditures shall come from Federal Funds.
Riverside Community College District 4800 Magnolia Avenue Riverside, CA 92506-1299	

Item Expenditure	FTE	Total Expenditure Dollars	Percent of Expenditure Devoted to Program	Amounts Chargeable to Program
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OPERATING EXPENSES				
		NOT APPLICABLE		
Subtotal of Transition Specialist and Transition Aide positions that Indirect Costs are being charged to.				\$ 144,471.16
Indirect Cost/Administrative Overhead:		8.000%		\$11,557.69
TOTAL EXPENDITURES "CERTIFIED" BY COOPERATIVE AGENCY (Rounded to the Nearest Dollar):				\$ 156,029

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **Software**

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

2. **Contract Manual**

Contractor acknowledges that it was provided with and is familiar with the provisions of the Department of Rehabilitation's Contract Manual for Case Services and/or Cooperative Program contracts (DOR Contract Manual) for the Fiscal Year(s) covered under this contract, and it specifically agrees that it will comply with all applicable provisions of the Contract Manual. Contractors are expected to refer to and comply with the DOR Contract Manual. This manual is referenced in the contract and, as such, is a contract document. Match requirements are applicable to Cooperative Programs only.

3. **Settlement of Disputes**

Any dispute concerning performance under the terms of this agreement which is not disposed of within a reasonable period of time by the Contractor and State shall be brought to the attention the local Department of Rehabilitation District Administrator and a designated representative of the contractor for joint resolution. At the request of either party, the State shall provide a forum for discussion of the disputed item(s), at which time the State representative shall be available to assist in the resolution by providing advice to both parties as to State of California policies and procedures. If agreement cannot be reached through the application of high level management attention, either party may assert its other rights and remedies within this contract or within a court of competent jurisdiction in the State of California.

4. **Rehabilitation Act**

By signing this contract, Contractor certifies that it shall comply with all provisions of the Rehabilitation Act of 1973, as amended (29 USC Section 701 et seq.) and applicable federal and state regulations.

Notwithstanding provisions to the contrary, State shall supervise provision of vocational rehabilitation services authorized by the Rehabilitation Act of 1973, as amended, and the State Plan for Vocational Rehabilitation Services.

Client eligibility and scope of services to be provided under the terms of this contract shall be determined by State in accordance with all applicable laws and regulations. Program expenditures and staff providing services under the cooperative arrangement are under the administrative supervision of State.

State shall assign to serve as program staff, State employed vocational rehabilitation case carrying staff, and other personnel required to discharge its functions under the terms of this contract, the Rehabilitation Act of 1973, as amended (29 USC Section 701 et seq.), and the State Plan for Vocational Rehabilitation Services. This shall include all administrative,

supervisory, technical, and consultative services necessary to fulfill State's responsibilities under the terms of this contract.

5. Travel

The Contractor agrees that all travel and per diem paid its employees under this contract shall be at **"actual costs"** and subject to the Department of Personnel Administration designated rates not to exceed those amounts paid to the State's excluded employees. No expense for travel outside of the State of California shall be reimbursed.

6. Personnel Standards

Contractor shall maintain personnel standards in accordance with the Code of Federal Regulations, 34 CFR 361.51(b).

7. Confidentiality

Contractor agrees that any report or material created during the performance of this contract will not be released to any source except as required by this contract or otherwise authorized by DOR. Any information obtained by Contractor in the performance of this contract is confidential and shall not be published or open to public inspection in any manner, except as authorized by DOR.

Contractor agrees to maintain the confidentiality of any information concerning any consumers that the contractor may obtain in the performance of this contract, and specifically agrees to comply with the provisions applicable to such information as set forth in 34 Code of Federal Regulations, Section 361.38, title 9, California code of Regulations, Section 7140 et seq., and the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.)

Contractor agrees to report any security breach or incident involving DOR consumers' personal information to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at isoinfo@dor.ca.gov.

Security breaches or incidents that must be reported include, but are not limited to:

- 1) Inappropriate use or unauthorized disclosure of DOR consumers' personal information by the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.
- 2) Unauthorized access to DOR consumers' personal information. Information can be held in medium that includes, but is not limited to, electronic and paper.
- 3) Loss or theft of information technology (IT) equipment or data containing DOR consumers' personal information. IT equipment includes, but is not limited to, laptop and desktop computers, PDAs, CDs, DVDs, flash drives, servers, printers, peripherals, and any other portable electronic devices and media. Data can be held in medium that includes, but is not limited to, electronic and paper.

Contractor agrees to provide annual security and privacy training for all individuals who have access to personal, confidential, or sensitive information relating to the performance of this contract. Contractor agrees to obtain and maintain acknowledgements from all individuals to

evidence their understanding of the consequences of violating California privacy laws and the contractor's information privacy and security policies. For contractors that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website under the "Providers" tab in the "Requirements" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link:

<http://www.dor.ca.gov/eps/servpro.htm>

Additional training and awareness tools are available at the California Office of Information Security and Privacy Protection (OISPP) website. OISPP created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

8. Accounting and Records Retention

Contractor must maintain an appropriate cost accounting system that accurately accumulates and segregates reasonable, allocable, and allowable costs in compliance with state and federal regulations and the Contract and Contract Manual. The Contractor's financial management system shall provide for:

- Accurate, current, and complete disclosure of the financial results of each federally sponsored project.
- Records that identify adequately the source and application of funds for federally sponsored activities.
- Written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.
- Accounting records including cost accounting records that are supported by source documentation.

Contractor shall submit to State such reports, accounts, and records as deemed necessary by State to discharge its obligation under State and Federal laws and regulations, including the applicable Office of Management and Budget Circulars.

Contractor shall provide State's staff access to all Contractor's records and evaluations of individuals referred to the program, with the written consent of the individual.

Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract or until completion of the action and resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit, or any other action involving the records prior to expiration of the three (3) year period, whichever is later.

9. Audits Requirements

State shall have the right to conduct inspections and/or audits of Contractor to determine whether expenditures by Contractor were made in compliance with this contract, the Department of Rehabilitation's Contract Manual for the fiscal year(s) covered under this contract and other applicable federal or state statutes and regulations. Contractor agrees that Department of Rehabilitation, State Controller's Office, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to

review, obtain, and copy all records pertaining to performance of the contract or relevant to determining whether expenditures by Contractor were made in accordance with the contract and applicable laws and regulations. Contractor agrees to provide such auditors with any relevant information requested and shall permit the auditors access to its premises during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to the audit or investigation.

Non-federal entities receiving financial assistance of \$500,000 or more in Federal funds from all sources, either directly from a Federal awarding agency or indirectly from a pass-through entity, are required to have a single or program-specific audit conducted in accordance with Office of Management and Budget (OMB) A-133, **Audits of States, Local Governments, and Non-Profit Organizations**. Non-federal entities that spend less than \$500,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in OMB A-133. Entities required to have an audit under OMB A-133 must ensure the audit is performed in accordance with Generally Accepted Auditing Standards (GAAS), Government Auditing Standards developed by the Comptroller General, and the OMB Compliance Supplement. Audit reports and any resulting management letters must be submitted within the earlier of 30 days after receipt of the auditor's report, or nine months after the end of the audit period. The reports required by OMB A-133 must be submitted to:

Department of Rehabilitation
Audit Services
721 Capitol Mall, 3rd Floor
Sacramento, CA 95814

Contractor must include in the contract with its independent auditor that the State Department of Rehabilitation, State Controller's Office, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives have the right to inspect and review the independent auditor's workpapers regardless of the type of financial audit performed (financial statement, OMB A-133) upon notice by the Contractor, or upon notice by appropriate State and Federal representatives.

10. **Principles and Standards for Determining Allowable Costs, including Requirements for Documenting Personnel Activity Chargeable to the Contract**

Contracts awarded by the Department shall be subject to actual costs for services rendered under this agreement. Allowable costs under this contract must meet the following general criteria:

The allowable cost must be: 1) generally recognized and necessary for the operation of the Contractor's organization, 2) be reasonable for the performance of the contract, including acceptable sound business practices that are subject to the terms and conditions of the contract agreement and approved DOR budgeted line items and 3) not be used for general expenses required to carry out other responsibilities of the Contractor.

Further, documenting and supporting the distribution of personnel activity to the contract is critical. The Contractor agrees to comply with the OMB Circular applicable to its organization regarding documentation for the support of personnel activity chargeable to the contract.

The Federal Office of Management and Budget (OMB) has established cost principles for determining allowable costs chargeable to Federal awards. The applicable Federal and State laws and regulations, including OMB Circulars, take precedence, **except where the contract is more restrictive.**

The Contractor agrees to abide by the following federal rules and regulations applicable to its organization as specifically defined in the following:

- 34 CFR Part 74 (OMB A-110) – Administration of Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
- 34 CFR Part 80 (OMB A-102) – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 34 CFR 361 – The State Vocational Rehabilitation Services Program
- OMB A-21 – Cost Principles for Educational Institutions
- OMB A-87 – Cost Principles for State, Local, and Indian Tribal Governments
- OMB A-122 - Cost Principles for Non-Profit Organizations
- OMB A-133 – Audits of States, Local Governments, and Non-Profit Organizations

A copy of the OMB Circulars listed above are available for download and review on the Internet at www.whitehouse.gov/omb/circulars.

A copy of Title 34 CFRs are available at <http://www.gpoaccess.gov/cfr/index.html>

11. Pattern of Service (Cooperative Agreements Only)

As required by Federal regulations (34 CFR 361.28), the services provided by the Contractor under this contract cannot be the customary or typical services, but rather the services must have been modified, adapted, expanded, or reconfigured to have a vocational rehabilitation focus.

12. Debarment, Suspension, Ineligibility and Voluntary Exclusion

By signing this contract, agrees to comply with applicable federal suspension and debarment regulations. The contractor certifies that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

13. Procurement Rules

Unless otherwise stipulated in writing by DOR, prior written authorization from the DOR Contract Administrator will be required before the Contractor will be reimbursed for any purchase/service order of \$2,500 or more for any articles, supplies, or services. The Contractor is required to provide all particulars necessary for evaluation of the "necessity or desirability " of incurring such cost and the reasonableness of the price or cost. Three competitive quotations should be submitted or adequate justification provide for the absence of bidding. (See SCM 3.17.2 D)

STATE OF CALIFORNIA
BOARD RESOLUTION
DR 324 (New 01/94) Computer Generated

DEPARTMENT OF REHABILITATION

Original
 Amendment # 2

FULL Name of Corporation or Public Agency
Riverside Community College District

WHEREAS, the Board of Directors or Board of Trustees of the above-named corporation or public agency has read the proposed agreement between State of California, Department of Rehabilitation, and above-named corporation or public agency and said Board of Directors or Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement,

NOW, THEREFORE, BE IT RESOLVED that said Board of Directors or Board of Trustees does hereby authorize the following person:

Name of Person Authorized to Sign Agreement	Title of Person Authorized to Sign Agreement
James L. Buysse	Vice Chancellor, Administration & Finance

of the above-named corporation or public agency on behalf of the corporation or public agency to sign and execute said agreement and all amendments there to, except to increase the financial liability of said corporation or public agency.

CERTIFICATION

I, the Recording Secretary named below, hereby certify that the foregoing resolution was duly and regularly adopted by the Board of Directors or Board of Trustees of above-named corporation or public agency at a meeting of said Board regularly called and convened at which a quorum of said Board of Directors or Board of Trustees was present and voting, and that said resolution was adopted by a vote of the majority of all Directors or Trustees present at said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand as Recording Secretary of said corporation or public agency.

Address Where Board Meeting Held
16130 Lasselle Street, Moreno Valley, CA 92551-2045





Date of Board Meeting	Signature of Recording Secretary	Date Signed
April 28, 2009		

STATE OF CALIFORNIA
GRANT/CONTRACT SIGNATURE AUTHORIZATION
 DR 325 (Rev. 12/98) Computer Generated


DEPARTMENT OF REHABILITATION

GRANTEE/CONTRACTOR: STATE OF CALIFORNIA Department of Rehabilitation 2000 Evergreen Street Sacramento, California 95815-3832	SUBGRANTEE/CONTRACTEE: (Legal Corporation/Public Agency Name & Address) Riverside Community College District 4800 Magnolia Avenue Riverside, CA 92506-1299
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The following persons are authorized to request reimbursement of expenses incurred as a result of the agreement between the Grantee/Contractor and Subgrantee/Contractee named above:

Signature	Name (Please Type or Print)	Title (Please Type or Print)
	Paula McCroskey	District Dean, DSP&S
	Aaron S. Brown	Associate Vice Chancellor, Finance
		
		

I hereby delegate authority to request reimbursement of expenses as shown above.

Authorized Signature per Board Resolution	Name (Please Type or Print)	Date Signed
	James L. Buysse	

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS

Report No.: V-A-6-c

Date: April 28, 2009

Subject: Resolution to Certify Contract Approval for Tech Prep Regional Coordination Grant

Background: The Riverside Community College District has applied for a Tech Prep Regional Coordination Grant through the California Department of Education. The purpose of the Tech Prep Regional Coordination project is coordination of California's various education and economic development agencies to sustain an effective and efficient collaborative regional approach for partnership development and to support a regional approach to implementation and evaluation of quality Tech Prep Programs as described in the Carl D. Perkins Career and Technical Education Improvement Act of 2006. This resolution must be adopted to certify the approval of the Riverside Community College District to approve a contract with the California Department of Education once the grant application has been approved for funding.

Recommended Action: It is recommended that the Board of Trustees approve the certification to approve the grant, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution.

Irving G. Hendrick
Interim Chancellor

Prepared by: Julie Pehkonen
Director, Career and Technical Education Projects

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOLUTION TO CERTIFY CONTRACT APPROVAL

RESOLUTION No. 45-08/09

2009-2010 Tech Prep Regional Coordination Project

WHEREAS, this resolution must be adopted to certify the approval of the Riverside Community College to approve a contract with the California Department of Education for the Tech Prep Regional Coordination Project.

NOW, THEREFORE, BE IT RESOLVED, that the governing board of the Riverside Community College District does hereby order that James L. Buysse, Vice Chancellor Administration and Finance, be authorized as representative to sign said agreement on behalf of the governing board.

In witness whereof, the foregoing resolution was passed and adopted by the board of trustees of the Riverside Community College District this 28th day of April, 2009 .

This is an exact copy of the resolution adopted by the governing board at a regular meeting on April 28, 2009.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
NORCO CAMPUS

Report No.: V-A-6-d

Date: April 28, 2009

Subject: Integrated Systems Mechatronics and Process Automation System

Background: On February 27, 2009 the District received four proposals to provide instructional software and related manufacturing equipment in response to a Request for Proposal solicitation. The District is seeking a software and hardware solution to support the Manufacturing curriculum that will be taught in the Industrial Technology Building Manufacturing Laboratory. The District received four proposals however three were deemed non-responsive.

Faculty, staff and curriculum advisory committee members reviewed the proposals and recommend selecting FESTO Corporation for the total proposal amount of \$507,469 which includes the cost of the new system, installation, training, equipment, sales tax, and shipping costs. Funding for this system will come from the State (Industrial Technology Building) and Measure C.

Recommended Action: It is recommended that the Board of Trustees select the proposal for the Integrated Systems Mechatronics and Process Automation System from FESTO Corporation, in the amount of \$507,469, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Irving G. Hendrick
Interim Chancellor

Prepared by: Brenda Davis
President, Norco Campus

RIVERSIDE COMMUNITY COLLEGE DISTRICT
STUDENT SERVICES AND OPERATIONS

Report No.: V-A-7-a

Date: April 28, 2009

Subject: Destruction of Class 3 Safety and Police Records

Background: In accordance with Board Policy 3310, attached for the Board's review and consideration is a list of Class 3 Safety and Police records. These records have been retained for the legal period of time as per Article 2, Sections 16023-16028, or the Title 5, California Administrative Code. The Riverside Community College District (RCCD) Chief of Police is seeking Board approval for the destruction of the records dated 1987 through 2005.

There is no further need to retain these records for use or storage in the Riverside Community College District. The disposal of the records will be accomplished by shredding, pulping, or other means to assure complete destruction and to prevent any reconstruction of the record to any degree. The RCCD Chief of Police shall supervise such destruction.

Recommended Action: It is recommended that the Board of Trustees approve the destruction of Riverside Community College District Safety and Police Class 3 documents dated 1987-2005.

Irving G. Hendrick
Interim Chancellor

Prepared by: Linda Lacy
Vice Chancellor
Student Services and Operations

Jim Miyashiro
Director, Chief of College Safety and Police

All of the below reports occurring between 1987 to 2005:

1. Non-Criminal Moving Citations including:
 - 12500(a) CVC Unlicensed Driver
 - 14601.1(a) CVC Suspended/ Revoked DL
 - 22350 CVC Speeding
 - 22651(i)(1) CVC Tow Authority - excess citations
 - 23109(c) CVC Exhibition of Speed
 - 4000(a)(1) CVC Expired Registration
 - 4461(c) CVC Disabled person placard misuse
 - 4462.5 CVC False Display of Registration
2. Documentation only reports including:
 - Incidents
 - Information only reports
 - Lost district keys
 - Medical Assistance
 - Temporary Restraining Order
 - 22669 CVC Removal of Abandoned Vehicle
 - 5150 WIC Danger to Self and Others
3. Crimes where no further action or investigation is pending including:
 - 10852 CVC Breaking/Removing Vehicle Part
 - 20002 CVC Nonjury Hit And Run
 - 4140 B&P Hypodermic needle
 - 415 PC Disturbing the Peace
 - 488 PC Petty Theft
 - 594 PC Vandalism
 - 626.4 PC 24 hour stay away notice
 - 626.6 PC Trespassing on Campus
4. Bench Warrant Cases cleared by the District Attorney

In accordance with 11361.5(a) Health and Safety, the following crimes occurring before 2007 on suspects who are currently adults:

- 11357 (b), (c), (d), or (e) HS
- 11360(b) HS

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-7-b

Date: April 28, 2009

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

Background: In order to issue purchases orders and encumber funds prior to July 1 for fiscal year 2009-2010, the Riverside County Office of Education annually requests that a resolution be adopted by the Board of Trustees. This will allow; 1) departments to submit FY 2009-2010 purchase requisitions now, 2) the Purchasing Manager to issue FY 2009-2010 purchase orders in mid-June, and 3) departments to receive goods and services as early as July 1, 2009.

Recommended Action: It is recommended that the Board of Trustees adopt Resolution No.42-08/09, Authorization to Encumber Funds, and authorize the Secretary of the Board of Trustees to sign the Resolution.

Irving G. Hendrick
Interim Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 42-08/09

Authorization to Encumber Funds

WHEREAS the Riverside Community College District has determined that it has a need to issue purchase orders for the following fiscal year prior to July 1, in certain unique circumstances where there are requirements for items or services immediately after the beginning of the new fiscal year;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Riverside Community College District authorizes the following positions to sign and approve requests for purchase orders:

Irving G. Hendrick, Interim Chancellor
James L. Buysse, Vice Chancellor Administration & Finance
Aaron S. Brown, Associate Vice Chancellor, Administration & Finance
Ed Godwin, Director, Administrative Services
Doretta Sowell, Purchasing Manager

BE IT FUTHER RESOLVED that the positions listed above will be responsible to ensure that funds will be budgeted in the following fiscal year for the items or services ordered in advance of the beginning of the following fiscal year.

PASSED AND ADOPTED this 28th day of April, 2009

Mark A. Takano
Secretary, Board of Trustees

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-7-c

Date: April 28, 2009

Subject: Surplus Property

Background: Education Code Section 81450 permits the Board of Trustees to declare District property as surplus if the property is not required for school purposes; is deemed to be unsatisfactory or not suitable for school use; or if it is being disposed of for the purposes of replacement. Education Code section 81452 permits surplus property to be sold at private sale, without advertising, if the total value of the property does not exceed \$5,000. The District has determined that the property on the attached list does not exceed the total value of \$5,000. To help defray disposal costs and to generate a nominal amount of revenue, the staff proposes that we consign the surplus property identified in the attachment to The Liquidation Company for disposal.

Recommended Action: It is recommended that the Board of Trustees by unanimous vote: (1) declare the property on the attached list to be surplus; (2) find that the property does not exceed the total value of \$5,000; and (3) authorize the property to be consigned to The Liquidation Company to be sold on behalf of the District.

Irving G. Hendrick
Interim Chancellor

Prepared by: Bill J. Bogle, Jr.
Controller

Surplus Property

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	CPU	E4200-500	0017573866	014819
1	GATEWAY	CPU	E4200-700	0018972070	014568
1	DELL	CPU	XPS B800	5VXZ601	016040
1	DELL	CPU	4100	J5MKB01	016693
1	DELL	CPU	8100	1ZN7G01	017302
1	DELL	CPU	4100	9XVLK01	017603
1	GATEWAY	CPU	E3400	0023817414	018080
1	GATEWAY	CPU	E3400-933	0022642363	017547
1	GATEWAY	CPU	E4000	0028093818	019837
1	GATEWAY	CPU	E4600-SE	0023591085	018020
1	MACINTOSH	CPU	G4	XB239046LKC	019753
1	DELL	CPU	XPS B800	FHL0701	016184
1	DELL	CPU	XPS B800	4X11701	016064
1	DELL	CPU	XPS B800	34Z1701	016066
1	DELL	CPU	XPS B800	J3Z1701	016186
1	GATEWAY	CPU	E4200-700	0018972074	014572
1	GATEWAY	CPU	P5-120	PIH8756KI98	011385
1	GATEWAY	CPU	E4100	0033237223	023759
1	GATEWAY	CPU	E4400	0021782907	017682
1	DELL	CPU	XPS B800	DPXZ601	016078
1	GATEWAY	CPU	E4200-700	0018943426	014554
1	GATEWAY	CPU	E3400-933	0022996155	018851
1	DELL	CPU	XPS B800	1802701	016104
1	GATEWAY	CPU	E3400-933	0022996165	018849
1	DELL	CPU	XPS B800	4PL0701	016012
1	DELL	CPU	XPS B800	3LL0701	016034
1	DELL	CPU	XPS B800	6602701	016102
1	DELL	CPU	XPS B800	7802701	016018
1	DELL	CPU	XPS B800	9602701	016026
1	DELL	CPU	XPS B800	9LL0701	016014
1	DELL	CPU	XPS B800	PKZ1701	016020
1	DELL	CPU	XPS B800	HML0701	016100
1	DELL	CPU	XPS B800	FKL0701	016106
1	DELL	CPU	4100	C9MKB01	016689
1	DELL	CPU	XPS B800	C812701	016388
1	DELL	CPU	4100	1TPKB01	016638
1	DELL	CPU	XPS B800	7TXZ601	016410
1	N/A	ECS Playground	N/A	N/A	-----
1	GATEWAY	MONITOR	VX700	P911158179	013979
1	GATEWAY	MONITOR	EV910	19016B171275	014561
1	GATEWAY	MONITOR	EV910	19016B202748	015836
1	GATEWAY	MONITOR	VX720	P011204784	017100
1	VIEWSONIC	MONITOR	VE170	A09020901917	019098
1	GATEWAY	MONITOR	FPD1730	MUL7007K0020895	025723
1	GATEWAY	MONITOR	FPD1730	MUL7007k0017174	024516
1	VIEWSONIC	MONITOR	VE170	A09020902251	019083
1	VIEWSONIC	MONITOR	VE170	A09020902070	019085
1	DELL	MONITOR	M991	MX049VYR478010BGH0M1	016733
1	DELL	MONITOR	M991	MX049VYR47801132G195	017633
1	DELL	MONITOR	M991	MX049VYR478010BGH0SS	016748
1	KDS	MONITOR	195e	0202035274	038212
1	HP	PRINTER	Lj9000	JPDJP08855	020378

Surplus Property

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	HP	PRINTER	Lj1200	CNCV090741	020361
1	HP	PRINTER	LJ8150ND	USBF016583	020364
1	HP	PRINTER	LJ5SI	KHJHG776JK	011387
1	HP	Printer	5110	CN352B128M	-----
1	HP	PRINTER	C4224A	USGN296687	-----
1	SONY	PROJECTOR	VPLX35	2000512	026018
1	SONY	PROJECTOR	VPLX20	14013	015012
1	SONY	PROJECTOR	VPLX20	SOL-0013806	015815

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-B-1

Date: April 28, 2009

Subject: Monthly Financial Report

Background: The Financial Report provides summary financial information, by Resource, for the period July 1, 2008 through March 31, 2009. The report presents the current year adopted budget, revised budget and year-to-date actual financial activity along with prior year actual financial information for comparison purposes.

<u>General Funds</u>	<u>Page</u>
Resource 1000 – General Operating	1
Resource 1050 – Parking	2
Resource 1070 – Student Health Services	3
Resource 1080 – Community Education	4
Resource 1090 – Performance Riverside	5
Resource 1110 – Contractor-Operated Bookstore	6
Resource 1170 – Customized Solutions	7
Resource 1180 – Redevelopment Pass-Through	8
Resource 1190 – Grants and Categorical Programs	9
<u>Special Revenue Funds</u>	
Resource 3200 – Food Services	10
Resource 3300 – Child Care	11
<u>Capital Projects Funds</u>	
Resource 4100 – State Construction & Scheduled Maintenance	12
Resource 4110 – Child Development Center Capital	13
Resource 4120 – Non-State Funded Capital Outlay Projects	14
Resource 4130 – La Sierra Capital	15
Resource 4160 – General Obligation Bond Funded Capital Outlay Projects	16
<u>Internal Service Funds</u>	
Resource 6100 – Health and Liability Self-Insurance	17
Resource 6110 – Workers Compensation Self-Insurance	18
<u>Expendable Trust and Agency Funds</u>	
Associated Students of RCC	19
Student Financial Aid	20
RCCD Development Corporation	21

ADMINISTRATION AND FINANCE

Report No.: V-B-1

Date: April 28, 2009

Subject: Monthly Financial Report (continued)

Information Only.

Irving G. Hendrick
Interim Chancellor

Prepared by: Bill J. Bogle, Jr.
Controller

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED MARCH 31, 2009**

Fund 11, Resource 1000 is the primary operating fund of the District. It is used to account for those transactions that, in general, cover the full scope of operations of the entire District. All transactions, expenditures and revenue are accounted for in the general operating resource unless there is a compelling reason to report them elsewhere. Revenues received by the District from state apportionments, county or local taxes are deposited in this resource.

Fund 11, Resource 1000 - General Operating - Unrestricted

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 137,152,481	\$ 144,293,942	\$ 144,293,942	\$ 98,062,570
Intrafund Transfer from District Bookstore (Resource 1110)	150,000	390,000	390,000	195,000
Total Revenues	<u>\$ 137,302,481</u>	<u>\$ 144,683,942</u>	<u>\$ 144,683,942</u>	<u>\$ 98,257,570</u>
Expenditures				
Academic Salaries	\$ 65,579,742	\$ 70,425,340	\$ 70,424,733	\$ 49,902,980
Classified Salaries	28,512,064	31,340,441	31,422,925	21,770,968
Employee Benefits	23,698,004	26,774,404	27,017,854	17,731,521
Materials & Supplies	2,220,327	2,524,420	2,662,092	1,834,243
Services	12,654,082	15,891,033	15,616,024	9,257,410
Capital Outlay	2,332,638	2,488,216	2,818,954	871,170
Intrafund Transfers to:				
DSP&S Program (Resource 1190)	665,157	665,157	665,157	498,868
Customized Solutions (Resource 1170)	0	173,470	173,470	0
Federal Work Study (Resource 1190)	187,408	189,249	189,249	187,422
Instr. Equipment Match (Resource 1190)	87,243	96,230	96,230	72,172
Performance Riverside (Resource 1090)	193,257	193,257	193,257	144,943
Interfund Transfer to:				
Resource 3300	240,000	365,000	365,000	273,750
Resource 6100	250,000	250,000	250,000	187,500
Total Expenditures	<u>\$ 136,619,922</u>	<u>\$ 151,376,217</u>	<u>\$ 151,894,945</u>	<u>\$ 102,732,947</u>
Revenues Over (Under) Expenditures	\$ 682,559	\$ (6,692,275)	\$ (7,211,003)	\$ (4,475,377)
Beginning Fund Balance	<u>18,576,517</u>	<u>19,259,076</u>	<u>19,259,076</u>	<u>19,259,076</u>
Ending Fund Balance	<u>\$ 19,259,076</u>	<u>\$ 12,566,801</u>	<u>\$ 12,048,073</u>	<u>\$ 14,783,699</u>
Ending Cash Balance				<u>\$ 16,181,970</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED MARCH 31, 2009**

Parking was created to capture the financial activities of the parking operations at each campus. The primary revenue source is parking permit fees. Parking also receives revenue from parking meters and parking citations. Expenditures are for operational costs that are split between Parking and College Safety and Police, and 100% of capital outlay costs that directly benefit parking operations.

Fund 12, Resource 1050 - Parking

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 1,868,932</u>	<u>\$ 2,020,500</u>	<u>\$ 2,020,500</u>	<u>\$ 1,439,022</u>
Expenditures				
Classified Salaries	\$ 1,097,149	\$ 1,212,387	\$ 1,212,387	\$ 808,487
Employee Benefits	296,687	362,894	362,894	229,120
Materials & Supplies	72,824	91,185	87,427	57,652
Services	283,455	298,579	299,287	196,254
Capital Outlay	<u>61,085</u>	<u>92,592</u>	<u>95,642</u>	<u>57,000</u>
Total Expenditures	<u>\$ 1,811,200</u>	<u>\$ 2,057,637</u>	<u>\$ 2,057,637</u>	<u>\$ 1,348,513</u>
Revenues Over (Under) Expenditures	\$ 57,732	\$ (37,137)	\$ (37,137)	\$ 90,509
Beginning Fund Balance	<u>163,428</u>	<u>221,160</u>	<u>221,160</u>	<u>221,160</u>
Ending Fund Balance	<u>\$ 221,160</u>	<u>\$ 184,023</u>	<u>\$ 184,023</u>	<u>\$ 311,669</u>
Ending Cash Balance				<u>\$ 323,441</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED MARCH 31, 2009**

Student Health Services was established to account for the financial activities of the student health programs at each of the District's three campuses.

Fund 12, Resource 1070 - Student Health Services

	Prior Year Actuals <u>7-1-07 to 6-30-08</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,292,500	\$ 1,402,993	\$ 1,402,993	\$ 1,242,608
Expenditures				
Academic Salaries	\$ 142,530	\$ 158,733	\$ 158,733	\$ 97,980
Classified Salaries	453,950	635,138	635,138	353,260
Employee Benefits	142,457	182,369	182,369	107,162
Materials & Supplies	107,878	135,886	123,886	39,275
Services	199,639	255,785	255,785	116,970
Capital Outlay	57,108	77,978	89,978	20,295
Total Expenditures	\$ 1,103,562	\$ 1,445,889	\$ 1,445,889	\$ 734,942
Revenues Over (Under) Expenditures	\$ 188,938	\$ (42,896)	\$ (42,896)	\$ 507,666
Beginning Fund Balance	926,366	1,115,304	1,115,304	1,115,304
Ending Fund Balance	\$ 1,115,304	\$ 1,072,408	\$ 1,072,408	\$ 1,622,970
Ending Cash Balance				\$ 1,626,615

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED MARCH 31, 2009**

Community Education was established to account for the financial activities of the Community Education Program which serves the community at large by providing not-for-credit classes for personal growth and enrichment.

Fund 11, Resource 1080 - Community Education

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 821,146	\$ 900,000	\$ 900,000	\$ 595,557
Expenditures				
Academic Salaries	\$ 4,086	\$ 4,258	\$ 4,258	\$ 3,194
Classified Salaries	322,220	297,952	297,952	216,505
Employee Benefits	73,832	69,216	69,216	46,919
Materials & Supplies	12,302	9,750	9,750	3,346
Services	484,048	419,963	419,963	272,223
Capital Outlay	727	0	0	0
Total Expenditures	\$ 897,215	\$ 801,139	\$ 801,139	\$ 542,187
Revenues Over (Under) Expenditures	\$ (76,069)	\$ 98,861	\$ 98,861	\$ 53,370
Beginning Fund Balance	19,478	(56,591)	(56,591)	(56,591)
Ending Fund Balance	\$ (56,591)	\$ 42,270	\$ 42,270	\$ (3,221)
Ending Cash Balance				\$ (1,237)

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED MARCH 31, 2009**

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

Fund 11, Resource 1090 - Performance Riverside

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 793,508	\$ 838,300	\$ 838,300	\$ 611,670
Intrafund Transfer from General Operating (Resource 1000)	193,257	193,257	193,257	144,942
Total Revenues	<u>\$ 986,765</u>	<u>\$ 1,031,557</u>	<u>\$ 1,031,557</u>	<u>\$ 756,612</u>
Expenditures				
Classified Salaries	\$ 327,010	\$ 346,281	\$ 346,281	\$ 244,876
Employee Benefits	103,234	107,572	107,572	72,043
Materials & Supplies	37,378	39,257	39,257	22,158
Services	516,526	528,788	528,788	391,265
Capital Outlay	2,990	3,000	3,000	0
Total Expenditures	<u>\$ 987,138</u>	<u>\$ 1,024,898</u>	<u>\$ 1,024,898</u>	<u>\$ 730,342</u>
Revenues Over (Under) Expenditures	\$ (373)	\$ 6,659	\$ 6,659	\$ 26,270
Beginning Fund Balance	<u>(736,784)</u>	<u>(737,157)</u>	<u>(737,157)</u>	<u>(737,157)</u>
Ending Fund Balance	<u>\$ (737,157)</u>	<u>\$ (730,498)</u>	<u>\$ (730,498)</u>	<u>\$ (710,887)</u>
Ending Cash Balance				<u>\$ (706,427)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED MARCH 31, 2009**

Contractor-Operated Bookstore is used to record the revenues and expenditures associated with the District's contract with Barnes and Noble, Inc. to manage the District's Bookstore operations.

Fund 11, Resource 1110 - Contractor-Operated Bookstore

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 1,027,152</u>	<u>\$ 1,053,008</u>	<u>\$ 1,053,008</u>	<u>\$ 523,741</u>
Expenditures				
Services	\$ 42,408	\$ 43,750	\$ 43,750	\$ 32,839
Interfund Transfer to				
Food Services (Resource 3200)	676,930	676,930	676,930	468,465
Intrafund Transfer to				
General Operating (Resource 1000)	<u>150,000</u>	<u>390,000</u>	<u>390,000</u>	<u>195,000</u>
Total Expenditures	<u>\$ 869,338</u>	<u>\$ 1,110,680</u>	<u>\$ 1,110,680</u>	<u>\$ 696,304</u>
Revenues Over (Under) Expenditures	\$ 157,814	\$ (57,672)	\$ (57,672)	\$ (172,563)
Beginning Fund Balance	<u>36,727</u>	<u>194,541</u>	<u>194,541</u>	<u>194,541</u>
Ending Fund Balance	<u>\$ 194,541</u>	<u>\$ 136,869</u>	<u>\$ 136,869</u>	<u>\$ 21,978</u>
Ending Cash Balance				<u>\$ 21,978</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED MARCH 31, 2009**

Customized Solutions is used to record the revenues and expenditures associated with customized training programs offered to local businesses and their employees.

Fund 11, Resource 1170 - Customized Solutions

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 272,013	\$ 285,947	\$ 355,947	\$ 99,072
Intrafund Transfer from General Operating (Resource 1000)	<u>0</u>	<u>173,470</u>	<u>173,470</u>	<u>0</u>
Total Revenue	<u>\$ 272,013</u>	<u>\$ 459,417</u>	<u>\$ 529,417</u>	<u>\$ 99,072</u>
Expenditures				
Academic Salaries	\$ 400	\$ 4,247	\$ 2,500	\$ 0
Classified Salaries	92,349	101,131	120,201	69,926
Employee Benefits	29,260	34,000	35,914	19,575
Materials & Supplies	4,919	17,179	18,429	1,974
Services	<u>157,418</u>	<u>181,416</u>	<u>230,929</u>	<u>40,342</u>
Total Expenditures	<u>\$ 284,346</u>	<u>\$ 337,973</u>	<u>\$ 407,973</u>	<u>\$ 131,817</u>
Revenues Over (Under) Expenditures	\$ (12,333)	\$ 121,444	\$ 121,444	\$ (32,745)
Beginning Fund Balance	<u>153,482</u>	<u>141,149</u>	<u>141,149</u>	<u>141,149</u>
Ending Fund Balance	<u>\$ 141,149</u>	<u>\$ 262,593</u>	<u>\$ 262,593</u>	<u>\$ 108,404</u>
Ending Cash Balance				<u>\$ 109,631</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED MARCH 31, 2009**

Redevelopment Pass-Through receives a portion of tax increment revenues from various redevelopment projects within the boundaries of the District. Currently, expenditures are restricted to capital projects located in the redevelopment project areas generating the tax increment revenues.

Fund 12, Resource 1180 - Redevelopment Pass-Through

	Prior Year Actuals <u>7-1-07 to 6-30-08</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,691,537	\$ 1,701,005	\$ 1,701,005	\$ 451,792
Expenditures				
Services	\$ 145,269	\$ 157,450	\$ 157,450	\$ 90,623
Total Expenditures	\$ 145,269	\$ 157,450	\$ 157,450	\$ 90,623
Revenues Over (Under) Expenditures	\$ 1,546,268	\$ 1,543,555	\$ 1,543,555	\$ 361,169
Beginning Fund Balance	4,113,148	5,659,416	5,659,416	5,659,416
Ending Fund Balance	\$ 5,659,416	\$ 7,202,971	\$ 7,202,971	\$ 6,020,585
Ending Cash Balance				\$ 5,230,620

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED MARCH 31, 2009**

Grants and Categorical Programs is used to account for financial activity for each of the District's grant and categorical programs.

Fund 12, Resource 1190 - Grants and Categorical Programs

	Prior Year Actuals <u>7-1-07 to 6-30-08</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 19,161,781	\$ 32,207,206	\$ 36,996,746	\$ 19,939,003
Intrafund Transfers from				
General Operating (Resource 1000)				
For DSP&S	665,157	665,157	665,157	498,868
For Federal Work Study	187,408	189,249	189,249	187,422
For Instructional Equipment	<u>87,243</u>	<u>96,230</u>	<u>96,230</u>	<u>72,172</u>
Total Revenues	<u>\$ 20,101,589</u>	<u>\$ 33,157,842</u>	<u>\$ 37,947,382</u>	<u>\$ 20,697,465</u>
Expenditures				
Academic Salaries	\$ 3,723,184	\$ 4,419,937	\$ 5,358,294	\$ 2,626,747
Classified Salaries	6,775,599	7,803,840	9,052,682	5,482,577
Employee Benefits	2,888,546	4,059,406	4,371,972	2,069,855
Materials & Supplies	1,521,925	2,150,384	2,420,444	637,173
Services	3,059,959	12,413,311	13,547,276	7,509,518
Capital Outlay	1,781,586	1,858,948	2,761,233	987,263
Scholarships	25,500	29,612	32,612	7,200
Student Grants (Financial, Book, Meal, Transportation)	<u>325,290</u>	<u>422,404</u>	<u>402,869</u>	<u>214,399</u>
Total Expenditures	<u>\$ 20,101,589</u>	<u>\$ 33,157,842</u>	<u>\$ 37,947,382</u>	<u>\$ 19,534,732</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 1,162,733
Beginning Fund Balance	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 1,162,733</u>
Ending Cash Balance				<u>\$ 982,561</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED MARCH 31, 2009**

Food Services is used to account for the financial activities for all food service operations in District facilities, except for the Culinary Academy on Spruce Street. It is intended to be self-sustaining.

Fund 32, Resource 3200 - Food Services

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 1,228,622	\$ 1,250,621	\$ 1,250,621	\$ 897,607
Interfund Transfers from Contractor-Operated Bookstore (Resource 1110)	<u>676,930</u>	<u>676,930</u>	<u>676,930</u>	<u>468,465</u>
Total Revenues	<u>\$ 1,905,552</u>	<u>\$ 1,927,551</u>	<u>\$ 1,927,551</u>	<u>\$ 1,366,072</u>
Expenditures				
Classified Salaries	\$ 633,539	\$ 708,826	\$ 708,826	\$ 473,397
Employee Benefits	249,399	308,436	308,436	186,521
Materials & Supplies	690,252	631,832	628,832	460,533
Services	267,476	262,536	265,336	220,646
Capital Outlay	<u>7,333</u>	<u>59,719</u>	<u>59,919</u>	<u>54,856</u>
Total Expenditures	<u>\$ 1,847,999</u>	<u>\$ 1,971,349</u>	<u>\$ 1,971,349</u>	<u>\$ 1,395,953</u>
Revenues Over (Under) Expenditures	\$ 57,553	\$ (43,798)	\$ (43,798)	\$ (29,881)
Beginning Fund Balance	<u>101,741</u>	<u>159,294</u>	<u>159,294</u>	<u>159,294</u>
Ending Fund Balance	<u>\$ 159,294</u>	<u>\$ 115,496</u>	<u>\$ 115,496</u>	<u>\$ 129,413</u>
Ending Cash Balance				<u>\$ 119,046</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED MARCH 31, 2009**

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

Fund 33, Resource 3300 - Child Care

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,370,429	\$ 1,406,754	\$ 1,406,754	\$ 938,355
Interfund Transfer from General Operating (Resource 1000)	240,000	365,000	365,000	273,750
Total Revenues	<u>\$ 1,610,429</u>	<u>\$ 1,771,754</u>	<u>\$ 1,771,754</u>	<u>\$ 1,212,105</u>
Expenditures				
Academic Salaries	\$ 1,059,756	\$ 973,619	\$ 953,619	\$ 616,835
Classified Salaries	272,326	329,737	349,237	207,205
Employee Benefits	210,918	260,380	260,364	136,449
Materials & Supplies	64,224	77,094	81,810	47,581
Services	66,001	78,959	78,409	49,943
Capital Outlay	0	19,758	16,108	11,015
Total Expenditures	<u>\$ 1,673,225</u>	<u>\$ 1,739,547</u>	<u>\$ 1,739,547</u>	<u>\$ 1,069,028</u>
Revenues Over (Under) Expenditures	\$ (62,796)	\$ 32,207	\$ 32,207	\$ 143,077
Beginning Fund Balance	125,141	62,345	62,345	62,345
Ending Fund Balance	<u>\$ 62,345</u>	<u>\$ 94,552</u>	<u>\$ 94,552</u>	<u>\$ 205,422</u>
Ending Cash Balance				<u>\$ 220,403</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED MARCH 31, 2009**

State Construction & Scheduled Maintenance was established to account for the financial activities of State-approved construction and maintenance projects. The funding sources are state funds and matching funds for Scheduled Maintenance from the District's General Obligation Bond Funded Capital Outlay Projects (Resource 4160).

Fund 41, Resource 4100 - State Construction & Scheduled Maintenance

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 7,333,545	\$ 12,151,766	\$ 12,548,766	\$ 2,757,098
Intrafund Transfer from General Obligation Bond Funded Projects (Resource 4160)	252,824	485,338	485,338	364,004
Total Revenues	<u>\$ 7,586,369</u>	<u>\$ 12,637,104</u>	<u>\$ 13,034,104</u>	<u>\$ 3,121,102</u>
Expenditures				
Materials & Supplies	\$ 9,569	\$ 0	\$ 0	\$ 0
Services	17,808	45,256	56,756	41,212
Capital Outlay	8,730,194	13,144,566	13,530,066	8,240,175
Total Expenditures	<u>\$ 8,757,571</u>	<u>\$ 13,189,822</u>	<u>\$ 13,586,822</u>	<u>\$ 8,281,387</u>
Revenues Over (Under) Expenditures	\$ (1,171,202)	\$ (552,718)	\$ (552,718)	\$ (5,160,285)
Beginning Fund Balance	1,723,920	552,718	552,718	552,718
Ending Fund Balance	<u>\$ 552,718</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ (4,607,567)</u>
Ending Cash Balance				<u>\$ (4,786,357)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED MARCH 31, 2009**

Child Development Center Capital was established to account for the construction and expansion of the District's childcare facilities.

Fund 41, Resource 4110 - Child Development Center Capital

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

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED MARCH 31, 2009**

Non-State Funded Capital Outlay Projects was established to account for financial activities related to the acquisition or construction of major capital projects that are funded from non-state revenue sources.

Fund 41, Resource 4120 - Non-State Funded Capital Outlay Projects

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 5	\$ 1,115,681	\$ 1,115,681	\$ 7
Expenditures				
Capital Outlay	\$ 0	\$ 1,115,676	\$ 1,115,676	\$ 0
Total Expenditures	\$ 0	\$ 1,115,676	\$ 1,115,676	\$ 0
Revenues Over (Under) Expenditures	\$ 5	\$ 5	\$ 5	\$ 7
Beginning Fund Balance	528	533	533	533
Ending Fund Balance	<u>\$ 533</u>	<u>\$ 538</u>	<u>\$ 538</u>	<u>\$ 540</u>
Ending Cash Balance				<u>\$ 540</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED MARCH 31, 2009**

La Sierra Capital is used to account for the revenues and expenses associated with the District's La Sierra Property.

Fund 41, Resource 4130 - La Sierra Capital

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 539,197	\$ 539,000	\$ 539,000	\$ 160,734
Expenditures				
Services	\$ 270	\$ 10,000	\$ 10,000	\$ 4,940
Capital Outlay	35,628	1,652,402	1,652,402	18,666
Total Expenditures	\$ 35,898	\$ 1,662,402	\$ 1,662,402	\$ 23,606
Revenues Over (Under) Expenditures	\$ 503,299	\$ (1,123,402)	\$ (1,123,402)	\$ 137,128
Beginning Fund Balance	11,540,445	12,043,744	12,043,744	12,043,744
Ending Fund Balance	\$ 12,043,744	\$ 10,920,342	\$ 10,920,342	\$ 12,180,872
Ending Cash Balance				\$ 11,390,907

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED MARCH 31, 2009**

General Obligation Bond Funded Capital Outlay Projects was established to account for General Obligation Bond proceeds and financial activities related to Board approved Measure C projects.

Fund 41, Resource 4160 - General Obligation Bond Funded Capital Outlay Projects

	Prior Year Actuals <u>7-1-07 to 6-30-08</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 4,632,967	\$ 2,072,500	\$ 2,072,500	\$ 1,198,464
Expenditures				
Classified Salaries	\$ 49,634	\$ 146,939	\$ 146,939	\$ 39,096
Employee Benefits	23,116	58,664	58,664	15,965
Materials & Supplies	19,793	6,841	6,841	2,619
Services	1,054,926	204,473	223,918	133,474
Capital Outlay	17,317,073	71,242,082	78,641,405	11,380,766
Intrafund Transfers to:				
State Construction (Resource 4100)	252,824	485,338	485,338	364,003
Total Expenditures	\$ 18,717,366	\$ 72,144,337	\$ 79,563,105	\$ 11,935,923
Revenues Over (Under) Expenditures	\$ (14,084,399)	\$ (70,071,837)	\$ (77,490,605)	\$ (10,737,459)
Beginning Fund Balance	100,571,640	86,487,241	86,487,241	86,487,241
Ending Fund Balance	\$ 86,487,241	\$ 16,415,404	\$ 8,996,636	\$ 75,749,782
Ending Cash Balance				\$ 75,997,856

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED MARCH 31, 2009**

Health and Liability Self-Insurance is used to account for the revenues and expenditures of the District's health and liability self-insurance programs.

Fund 61, Resource 6100 - Health and Liability Self-Insurance

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 4,839,245	\$ 4,676,689	\$ 4,676,689	\$ 4,046,398
Interfund transfer from				
General Operating (Resource 1000)	<u>250,000</u>	<u>250,000</u>	<u>250,000</u>	<u>187,500</u>
Total Revenue	<u>\$ 5,089,245</u>	<u>\$ 4,926,689</u>	<u>\$ 4,926,689</u>	<u>\$ 4,233,898</u>
Expenditures				
Classified Salaries	\$ 163,830	\$ 164,156	\$ 164,156	\$ 124,209
Employee Benefits	56,401	59,635	59,635	37,644
Materials & Supplies	4,618	7,400	7,400	1,569
Services	4,880,701	4,728,603	4,728,603	3,971,913
Capital Outlay	<u>33,139</u>	<u>40,000</u>	<u>40,000</u>	<u>36,539</u>
Total Expenditures	<u>\$ 5,138,689</u>	<u>\$ 4,999,794</u>	<u>\$ 4,999,794</u>	<u>\$ 4,171,874</u>
Revenues Over (Under) Expenditures	\$ (49,444)	\$ (73,105)	\$ (73,105)	\$ 62,024
Beginning Fund Balance	<u>3,039,829</u>	<u>2,990,385</u>	<u>2,990,385</u>	<u>2,990,385</u>
Ending Fund Balance	<u>\$ 2,990,385</u>	<u>\$ 2,917,280</u>	<u>\$ 2,917,280</u>	<u>\$ 3,052,409</u>
Ending Cash Balance				<u>\$ 4,739,827</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED MARCH 31, 2009**

Workers' Compensation Self-Insurance is used to account for the revenues and expenditures of the District's Workers Compensation Self-Insurance Program.

Fund 61, Resource 6110 - Workers' Compensation Self-Insurance

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 1,533,388</u>	<u>\$ 1,576,000</u>	<u>\$ 1,576,000</u>	<u>\$ 1,145,194</u>
Expenditures				
Classified Salaries	\$ 71,732	\$ 75,732	\$ 75,732	\$ 58,921
Employee Benefits	27,364	28,017	28,017	18,961
Materials & Supplies	0	620	620	0
Services	<u>1,092,735</u>	<u>1,444,980</u>	<u>1,444,980</u>	<u>866,730</u>
Total Expenditures	<u>\$ 1,191,831</u>	<u>\$ 1,549,349</u>	<u>\$ 1,549,349</u>	<u>\$ 944,612</u>
Revenues Over (Under) Expenditures	\$ 341,557	\$ 26,651	\$ 26,651	\$ 200,582
Beginning Fund Balance	<u>679,442</u>	<u>1,020,999</u>	<u>1,020,999</u>	<u>1,020,999</u>
Ending Fund Balance	<u>\$ 1,020,999</u>	<u>\$ 1,047,650</u>	<u>\$ 1,047,650</u>	<u>\$ 1,221,581</u>
Ending Cash Balance				<u>\$ 2,839,888</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED MARCH 31, 2009**

Associated Students of RCC is used to record the financial transactions of the student government, college clubs, and organizations of the District. Revenue includes student activity fees, interest income, payphone commissions and athletic ticket sales.

Associated Students of RCC

	Prior Year Actuals <u>7-1-07 to 6-30-08</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 664,684</u>	<u>\$ 619,935</u>	<u>\$ 986,935</u>	<u>\$ 592,635</u>
Expenditures				
Materials & Supplies	<u>\$ 552,708</u>	<u>\$ 619,935</u>	<u>\$ 986,935</u>	<u>\$ 766,694</u>
Total Expenditures	<u>\$ 552,708</u>	<u>\$ 619,935</u>	<u>\$ 986,935</u>	<u>\$ 766,694</u>
Revenues Over (Under) Expenditures	\$ 111,976	\$ 0	\$ 0	\$ (174,059)
Beginning Fund Balance	<u>1,090,183</u>	<u>1,202,159</u>	<u>1,202,159</u>	<u>1,202,159</u>
Ending Fund Balance	<u>\$ 1,202,159</u>	<u>\$ 1,202,159</u>	<u>\$ 1,202,159</u>	<u>\$ 1,028,100</u>
Ending Cash Balance				<u>\$ 2,084,025</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED MARCH 31, 2009**

Student Financial Aid is used to record financial transactions for scholarships given to students from the Federal Pell and FSEOG Grant Programs as well as the State's Cal Grant Program.

Student Financial Aid

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 18,458,245</u>	<u>\$ 18,853,167</u>	<u>\$ 18,853,167</u>	<u>\$ 15,709,336</u>
Expenditures				
Other				
Scholarships and Grant Reimbursements	<u>\$ 18,458,245</u>	<u>\$ 18,853,167</u>	<u>\$ 18,853,167</u>	<u>\$ 15,426,255</u>
Total Expenditures	<u>\$ 18,458,245</u>	<u>\$ 18,853,167</u>	<u>\$ 18,853,167</u>	<u>\$ 15,426,255</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 283,081
Beginning Fund Balance	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 283,081</u>
Ending Cash Balance				<u>\$ 241,879</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED MARCH 31, 2009**

RCCD Development Corporation is used to account for financial transactions related to the Development Corporation. This Corporation currently has very little activity but remains operational should the District need to use it for future transactions related to property development. Revenues consist of interest income. Expenses are for tax filing fees paid to the State.

RCCD Development Corporation

	Prior Year Actuals <u>7-1-07 to 6-30-08</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 8</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 5</u>
Expenditures				
Services	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 20</u>
Total Expenditures	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 20</u>
Revenues Over (Under) Expenditures	\$ 8	\$ 0	\$ 0	\$ (15)
Beginning Fund Balance	<u>16,244</u>	<u>16,252</u>	<u>16,252</u>	<u>16,252</u>
Ending Fund Balance	<u><u>\$ 16,252</u></u>	<u><u>\$ 16,252</u></u>	<u><u>\$ 16,252</u></u>	<u><u>\$ 16,237</u></u>
Ending Cash Balance				<u><u>\$ 16,237</u></u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-B-2

Date: April 28, 2009

Subject: Measure C Project Commitments Summary Report

Background: Attached for the Board's review and information is a report on Measure C general obligation bond financial activity through the period ended March 31, 2009. The report presents financial information relative to each series issuance, as well as completed, in-progress, and proposed Measure C projects.

Information Only.

Irving G. Hendrick
Interim Chancellor

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

Riverside Community College District
Measure C - Project Commitments Summary
Series A, Series B, Series A Refunding, Series 2007 C
as of March 31, 2009

Measure C Authorization

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

Measure C - Cash on Hand

\$ 75,997,856

Proceeds/Income

Issuance Proceeds

Series A and B Proceeds	\$ 65,000,000	
Series 2007 C Proceeds	<u>90,000,000</u>	
Total Issuance Proceeds		\$ 155,000,000

Issuance Premiums

Series A and B Premium	3,024,641	
Series A Refunding Premium	8,388,956	
Series 2007 C Premium	<u>2,816,967</u>	
Total Issuance Premiums		14,230,564

Interest Income

FY 2004-2005 Interest Income	1,030,586	
FY 2005-2006 Interest Income	1,726,681	
FY 2006-2007 Interest Income	1,449,144	
FY 2007-2008 Interest Income	4,410,239	
FY 2008-2009 Projected Interest Income	<u>2,062,500</u>	
Total Interest Income		10,679,150

Other Income

FY 2006-2007 Energy Rebates - Utility Retrofit Project	159,498	
FY 2007-2008 Energy Rebates - Utility Retrofit Project	222,728	
FY 2008-2009 Energy Rebates - Utility Retrofit Project	<u>10,000</u>	
Total Other Income		<u>392,226</u>

Total Proceeds/Income		\$ 180,301,940
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Project Commitments / Proposed Projects

Completed Projects	\$ 55,474,118	
In-Progress Projects	<u>121,081,190</u>	
Total Project Commitments		<u>176,555,308</u>
Uncommitted Balance - Measure C funds		<u>\$ 3,746,632</u>

**Riverside Community College District
Measure C - Project Commitments Summary
Through March 31, 2009**

Backup V-B-2
April 28, 2009
Page 2 of 7

Project	Project Funding Source					Actual Measure C Expenditures thru 03/31/09
	Board Approved		Actual and Projected State Funding	Total Estimated Project Funding	Estimated Funding	
	Measure C Project Funding	Estimated Additional Funding Requirements				
Completed						
Certificates of Participation (1993 & 2001) - Refunding	\$ 12,492,085	\$ -	\$ -	\$ 12,492,085	\$ 12,492,085	\$ 12,492,085
GO Bond Issuance Related Expenditures	4,860,905	-	-	4,860,905	4,860,905	4,860,905
Bridge Space	1,175,132	-	-	1,175,132	1,175,132	1,175,132
District Phone and Voicemail Upgrades	349,000	-	-	349,000	349,000	349,000
MLK Renovation	1,010,614	-	5,133,999 a	6,144,613	1,010,614	1,010,614
Room Renovations - Norco	100,020	-	-	100,020	100,019	100,019
Swing Space	4,273,734	-	-	4,273,734	4,273,734	4,273,734
Phase I - Wheelock PE Complex/Athletic Field	4,516,435	-	-	4,516,435	4,516,435	4,516,435
Phase I - Parking Structure - Riverside	20,949,896	-	-	20,949,896	20,940,662	20,940,662
ECS Secondary Effects - Moreno Valley	288,919	-	-	288,919	286,227	286,227
RCCD System Office Purchase	2,629,981	-	-	2,629,981	2,629,981	2,629,981
Emergency Phone Project	379,717	-	-	379,717	379,717	379,717
Long Range Master Plan - Riv/Norco/MoVal	1,460,384	-	-	1,460,384	1,439,077	1,439,077
Hot Water Loop System & Boiler Repl. - Moreno Valley	891,296	-	-	891,296	869,848	869,848
Logic Domain - Capital Project Management System	96,000	-	-	96,000	96,000	96,000
Total Completed Projects	<u>\$ 55,474,118</u>	<u>\$ -</u>	<u>\$ 5,133,999</u>	<u>\$ 60,608,117</u>	<u>\$ 55,419,436</u>	<u>\$ 55,419,436</u>
In-Progress or Initial Phase						
Phase II - Wheelock PE Complex Gymnasium Retrofit	\$ 190,631	\$ 8,064,489	\$ 10,156,000 a p	\$ 18,411,120	\$ 190,631	\$ 190,631
Life Science / Physical Science Reconstruction (Riverside)	140,500	3,998,000	16,766,568 p	20,905,068	32,500	32,500
District Computer/Network/ System Upgrades	1,032,044	-	-	1,032,044	944,134	944,134
Quad Modernization	8,920,991	-	4,019,766 a	12,940,757	8,868,596	8,868,596
Norco Industrial Technology Facility Project	10,147,826	-	20,484,000 a	30,631,826	4,783,909	4,783,909
Moreno Valley/Student/Academic Services Facility Project	1,157,320	4,055,238	14,397,724 p	19,610,282	645,284	645,284
Stokoe Innovative Learning Center	7,653,605	-	2,444,632 a	10,098,237	6,495,915	6,495,915
Nursing/Sciences Building - Riverside	25,850,533	-	59,308,000 a p	85,158,533	3,500,069	3,500,069
Future Projects - Feasibility/Planning/Management	811,108	723,602	-	1,534,710	612,869	612,869
Scheduled Maintenance Match	1,370,765	-	2,140,534 s	3,511,299	1,249,431	1,249,431
Food Services Remodel - Riverside/Moreno Valley	4,545,268	-	-	4,545,268	1,193,775	1,193,775
Infrastructure Projects - Riverside/Norco/Moreno Valley	484,451	-	-	484,451	484,415	484,415
Utility Retrofit Project	6,185,920	392,226	-	6,578,146	6,161,124	6,161,124
ECS Building Upgrade Project - Moreno Valley/Norco	625,327	-	-	625,327	218,600	218,600
Modular Redistribution Projects (All campuses and BCTC)	10,210,988	-	-	10,210,988	7,784,388	7,784,388
PBX/Network Operations Centers / M & O Facility	3,569,632	2,055,918	-	5,625,550	490,019	490,019
Student Support Center - Norco	19,994,500	-	-	19,994,500	1,239,092	1,239,092
Aquatics Center - Riverside	5,000,000	9,031,125 d	-	14,031,125	990,593	990,593
Soccer Field / Artificial Turf - Norco	4,616,480	-	-	4,616,480	2,031,210	2,031,210
Bradshaw Building Electrical Project - Riverside	500,000	-	-	500,000	342,203	342,203
Quad Basement Remodel Project	467,500	-	-	467,500	-	-
Black Box Theatre Remodel Project - Riverside	761,750	-	-	761,750	4,260	4,260
Technology Building - A Remodel Project - Riverside	935,000	-	-	935,000	4,500	4,500
Center for Health, Wellness, and Kinesiology - Norco	83,000	5,557,000	22,402,912	28,042,912	-	-
Health Science Center - Moreno Valley	94,271	2,775,729	21,773,273	24,643,273	-	-
ADA Transition Plan - District Wide	481,780	5,878,220	-	6,360,000	-	-
March Dental Education Center - Moreno Valley	500,000	-	-	500,000	-	-
Moreno Valley Parking Structure Project	4,750,000	18,100,000	-	22,850,000	-	-
Total In-Progress or Initial Phase Projects	<u>\$ 121,081,190</u>	<u>\$ 60,631,547</u>	<u>\$ 173,893,409</u>	<u>\$ 355,606,146</u>	<u>\$ 48,267,518</u>	<u>\$ 48,267,518</u>
Total Projects	<u>\$ 176,555,308</u>	<u>\$ 60,631,547</u>	<u>\$ 179,027,408</u>	<u>\$ 416,214,263</u>	<u>\$ 103,686,954</u>	<u>\$ 103,686,954</u>

a Actual State Construction Act Funding

p Projected State Construction Act Funding

s Actual State Scheduled Maintenance Funding Requiring District Match

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

Riverside Community College District
Measure C - Project Commitments Summary - By Location
Through March 31, 2009

Backup V-B-2
 April 28, 2009
 Page 3 of 7

Project	Location				Board Approved Measure C Project Funding
	District	Riverside	Norco	Moreno Valley	
Completed					
Certificates of Participation (1993 & 2001) - Refunding	\$ 12,492,085	\$ -	\$ -	\$ -	\$ 12,492,085
GO Bond Issuance Related Expenditures	4,860,905	-	-	-	4,860,905
Bridge Space	69,911	404,183	359,401	341,637	1,175,132
District Phone and Voicemail Upgrades	349,000	-	-	-	349,000
MLK Renovation	-	1,010,614	-	-	1,010,614
Room Renovations - Norco	-	-	100,020	-	100,020
Swing Space	-	4,273,734	-	-	4,273,734
Phase I - Wheelock PE Complex/Athletic Field	-	4,516,435	-	-	4,516,435
Phase I - Parking Structure - Riverside	-	20,949,896	-	-	20,949,896
ECS Secondary Effects - Moreno Valley	-	-	-	288,919	288,919
RCCD System Office / Future RSA	2,629,981	-	-	-	2,629,981
Emergency Phone Project	10,000	178,626	102,773	88,318	379,717
Long Range Master Plan - Riv/Norco/MoVal	-	807,532	362,867	289,985	1,460,384
Hot Water Loop System & Boiler Repl. - Moreno Valley	-	-	-	891,296	891,296
Logic Domain - Capital Project Management System	96,000	-	-	-	96,000
Total Completed Projects	\$ 20,507,882	\$ 32,141,020	\$ 925,061	\$ 1,900,155	\$ 55,474,118
In-Progress or Initial Phase					
Phase II - Wheelock PE Complex Gymnasium Retrofit	\$ -	\$ 190,631	\$ -	\$ -	\$ 190,631
Physical/Life Science Secondary Effects	-	140,500	-	-	140,500
District Computer/Network/ System Upgrades	1,032,044	-	-	-	1,032,044
Quad Modernization	-	8,920,991	-	-	8,920,991
Norco Industrial Technology Facility Project	-	-	10,147,826	-	10,147,826
Moreno Valley/Student/Academic Services Facility Project	-	-	-	1,157,320	1,157,320
Stokoe Innovative Learning Center	-	7,653,605	-	-	7,653,605
Nursing/Sciences Building - Riverside	-	25,850,533	-	-	25,850,533
Future Projects - Feasibility/Planning/Management	811,108	-	-	-	811,108
Scheduled Maintenance Match	-	838,593	180,850	351,322	1,370,765
Food Services Remodel - Riverside/Moreno Valley	-	1,045,268	-	3,500,000	4,545,268
Infrastructure Projects - Riverside/Norco/Moreno Valley	484,451	-	-	-	484,451
Utility Retrofit Project	-	3,210,016	1,587,401	1,388,503	6,185,920
ECS Building Upgrade Project - Moreno Valley/Norco	-	-	373,031	252,296	625,327
Modular Redistribution Projects (All campuses and BCTC)	-	3,334,062	2,079,335	4,797,591	10,210,988
Riverside PBX/Network Operations Center	-	500,000	-	-	500,000
Norco Network Operations Center / M&O Facility	-	-	56,275	-	56,275
Moreno Valley Network Operations Center (NOC)	-	-	-	3,013,357	3,013,357
Student Support Center - Norco	-	-	19,994,500	-	19,994,500
Aquatics Center - Riverside	-	5,000,000	-	-	5,000,000
Soccer Field / Artificial Turf - Norco	-	-	4,616,480	-	4,616,480
Bradshaw Building Electrical Project	-	500,000	-	-	500,000
Quad Basement Remodel Project	-	467,500	-	-	467,500
Black Box Theatre Remodel Project	-	761,750	-	-	761,750
Technology Building - A Remodel Project	-	935,000	-	-	935,000
Center for Health, Wellness, and Kinesiology - Norco	-	-	83,000	-	83,000
Health Science Center - Moreno Valley	-	-	-	94,271	94,271
ADA Transition Plan - District Wide	20,030	309,988	72,152	79,610	481,780
March Dental Education Center - Moreno Valley	-	-	-	500,000	500,000
Moreno Valley Parking Structure	-	-	-	4,750,000	4,750,000
Total In-Progress or Initial Phase Projects	\$ 2,347,633	\$ 59,658,437	\$ 39,190,850	\$ 19,884,270	\$ 121,081,190
Total Projects	\$ 22,855,515	\$ 91,799,457	\$ 40,115,911	\$ 21,784,425	\$ 176,555,308
Percent of Total	12.95%	51.99%	22.72%	12.34%	100.00%

Riverside Community College District
Measure C - Project Commitments Summary - Future Projects
Through March 31, 2009

Backup V-B-2
 April 28, 2009
 Page 4 of 7

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

Riverside Community College District
Measure C - Project Commitments Summary - Future Projects by Location
Through March 31, 2009

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

Riverside Community College District
Measure C - Project Commitments - Detail
Through March 31, 2009

Backup V-B-2
 April 28, 2009
 Page 6 of 7

Board Approved Measure C Project Funding
8/3/2004 Through 03/31/09

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

Completed

Certificates of Participation (1993 & 2001) - Refunding		\$ 12,492,085
Cost of Issuance - all series	2,836,265	
Debt Service - all series	1,926,402	
Measure C Election Costs	98,238	
Total Issuance Related Expenditures		4,860,905
Bridge Space - Moreno Valley Campus	341,637	
Bridge Space - Norco Campus	359,401	
Bridge Space - RCCD System Office	69,911	
Bridge Space - Riverside Campus	404,183	
Total Bridge Space		1,175,132
District Phone and Voicemail Upgrades		349,000
MLK Renovation - Equipment	646,479	
MLK Renovation- Planning and Working Drawings	101,883	
MLK Renovation - Roof Repair	262,252	
Total MLK Renovation		1,010,614
Norco - Science & Technology Building Rooms 204-206 Remodel Project	27,088	
Norco - Library Building Room 123 Remodel Project	10,121	
Norco - Student Services Building, Room 107 Remodel Project	41,480	
Norco - Theater Room 203 Remodel Project	13,107	
Norco - Center for Applied Competitive Technology Remodel Project	8,224	
Total Norco Campus Room Renovations		100,020
Swing Space - Administration Building Remodel	186,100	
Swing Space - Lovekin Complex	3,958,309	
Swing Space - Business Education Building Remodel	129,325	
Total Swing Space		4,273,734
Phase I - Wheelock PE Complex/Athletic Field		4,516,435
Phase I - Parking Structure (Riverside)		20,949,896
ECS Secondary Effects - Moreno Valley		288,919
RCCD System Office Purchase (Heiting Building)		2,629,981
Emergency Phone Installation		
District	10,000	
Riverside Campus	178,626	
Norco Campus	102,773	
Moreno Valley Campus	88,318	
Total Emergency Phone Installation Project		379,717
Long Range Master Plan		1,460,384
Hot Water Loop System - Moreno Valley		891,296
Logic Domain - Capital Project		96,000
Total Completed Projects		\$ 55,474,118

In-Progress or Initial Phase

Phase II - Wheelock PE Complex Gymnasium Seismic Retrofit		190,631
Physical / Life Science Secondary Effects		140,500
District Computer Systems Upgrades	126,990	
Computer System Hardware	755,054	
District Network Upgrades	150,000	
Total District Computer/Network Ugrades		1,032,044
Quad Modernization - Building Project	5,867,744	
Quad Modernization - Equipment Project	2,563,000	
Quad Modernization - Planning and Working Drawings	490,247	
Total Quad Modernization		8,920,991
Phase III - Norco (Planning and Working Drawings)		10,147,826
Phase III - Moreno Valley (Planning and Working Drawings)		1,157,320
Innovative Learning Center		7,653,605

Riverside Community College District
Measure C - Project Commitments - Detail
Through March 31, 2009

Series A, Series B, Series A Refunding, Series 2007 C Projects	Board Approved Measure C Project Funding	
	8/3/2004 Through 03/31/09	
Nursing/Sciences Building (Planning and Working Drawings)		25,850,533
Future Projects - Feasibility/Planning/Management		811,108
Scheduled Maintenance		1,370,765
Food Services Remodel		
Riverside Campus	1,045,268	
Moreno Valley Campus	3,500,000	
Total Food Services Remodel		4,545,268
Infrastructure Projects		
Utilities	153,700	
IS	85,000	
Security	69,720	
Facilities Assessment	11,131	
Coordination	53,200	
Electrical / Fire Alarm	111,700	
Total Infrastructure Projects		484,451
Utility Retrofit Project		
Riverside Campus	3,210,016	
Norco Campus	1,587,401	
Moreno Valley Campus	1,388,503	
Total Utility Retrofit Project		6,185,920
ECS Building Upgrade Project - Norco	373,031	
ECS Building Upgrade Project - Moreno Valley	252,296	
Total ECS Building Upgrade		625,327
Modular Redistribution Project		
Norco Campus (project completed)	2,079,335	
Moreno Valley Campus	4,613,928	
Ben Clark (project completed)	183,663	
Riverside Campus	3,334,062	
Total Modular Redistribution Project		10,210,988
Riverside - PBX Network Operations Center		500,000
Norco - PBX Network Operations Center		56,275
Moreno Valley - PBX Network Operations Center		3,013,357
Norco Campus Student Support Center		19,994,500
Riverside Aquatics Project		5,000,000
Norco Soccer Field		4,616,480
Bradshaw Building - Electrical Project		500,000
Quad Basement Remodel Project		467,500
Black Box Theatre Remodel Project		761,750
Technology Building - A Remodel Project		935,000
Center for Health, Wellness and Kinesiology		83,000
Health Science Center		94,271
ADA Transition Plan		481,780
March Dental Education Center		500,000
Moreno Valley Parking Structure		4,750,000
Total In-Progress or Initial Phase Projects		121,081,190
Total Series A, Series B, Series A Refunding and Series 2007 C Projects		\$ 176,555,308

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-1

Date: April 28, 2009

Subject: Bradshaw Emergency Electrical Service Repair – Change Order

Background: On August 19, 2008, the Board of Trustees approved funding for the Bradshaw Emergency Electrical Service Repair project to cover the cost of preparing plans and specifications and to complete the work for the Bradshaw building located at the Riverside City campus. Resolution No. 2-08/09 was approved authorizing the emergency repairs. The District awarded a contract to Hinkley and Associates, Inc. to complete the repairs.

On February 24, 2009, the Board of Trustees approved the Notice of Completion, accepting the Bradshaw Emergency Electrical Service Repair project as complete.

Staff is now requesting Board approval of a deductive Change Order for modifications to the Bradshaw Emergency Electrical Service Repair project with Hinkley & Associates, Inc. as a credit to the District in the amount of \$50,000. Since the emergency scope was not fully known at the time this project was approved, an allowance was included in the amount of \$50,000. The allowance was not used and will be returned to District Measure “C” funds (Resource 4160). An additional description of the change order credit is noted in the attached Change Order Summary.

Recommended Action: It is recommended that the Board of Trustees approve the deductive Change Order for the Bradshaw Emergency Electrical Service Repair project with Hinkley & Associates, Inc. as a credit in the amount of \$50,000 and authorize the Associate Vice Chancellor of Facilities Planning, Design and Construction to sign the Change Order.

Irving G. Hendrick
Interim Chancellor

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

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

Riverside Community College District
Facilities, Planning, Design and Construction
Bradshaw Emergency Electrical Service Repair

CHANGE ORDER SUMMARY

Change Order: 1
Contractor: Hinkley & Associates, Inc.

<i>Contract Amount:</i>	\$ 291,499.00
<i>Change Order No. 1 Amount:</i>	<u>\$ (50,000.00)</u>
<i>Revised Contract Sum:</i>	\$ 241,499.00

Change Order Description:
- Credit for unused portion of allowance. (\$50,000)

Requested by: District
Accountability: None

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-2

Date: April 28, 2009

Subject: Construction Management Services – Staff Augmentation

Background: On November 19, 2008, two new positions, entitled “Capital Program Administrator,” for the Office of Facilities Planning, Design and Construction (FPDC) were posted. One position was filled and approved by the Board of Trustees on February 24, 2009. The second position is still open.

Staff now recommends this second position be filled temporarily on a consulting basis, due to our inability to secure a sufficient pool of applicants over the past several months and because of the workload in FPDC. To this end, attached for the Board of Trustees review and consideration is a proposed consulting agreement with C.W. Driver for construction management services for upcoming projects within the District. Construction management services would be provided by C.W. Driver for up to six months at an amount not to exceed \$147,840, and these services would be funded from District Measure “C” monies (Resource 4160). It should also be noted that District legal counsel has approved this arrangement.

Recommended Action: It is recommended that the Board of Trustees approve the attached construction management services agreement with C.W. Driver and use of District Measure C funds in an amount not to exceed \$147,840 for funding said services, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Irving G. Hendrick
Interim Chancellor

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

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

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

C.W. DRIVER

THIS AGREEMENT is made and entered into on the 29th day of April 2009, by and between C.W. DRIVER hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Construction Management Service(s) – Detail referenced in Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s), and on site at Riverside Community College Systems Office and the Norco Campus.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from April 29, 2009, to the estimated completion October 30, 2009, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall be at an hourly rate of \$154.00 per hour not to exceed a total amount of \$147,840 including reimbursable expenses. Invoice for services will be submitted every two weeks. Payments will be made as authorized by the Associate Vice Chancellor Facilities Planning, Design and Construction or his designee, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor Facilities Planning, Design and Construction or his designee.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the

purposes intended by this Agreement shall be at District's sole risk, and provided further, that Consultant shall be indemnified against any damages resulting from such use. In the event Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall first obtain approval of District's representative in writing.

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Consultant in connection with this Agreement shall be held in a strictly confidential manner by Consultant. Such materials shall not, without the written consent of District, be used by Consultant for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of Consultant, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Consultant services under this Agreement. Consultant shall defend, at its expense, including without limitation, attorneys fees (attorney to be selected by District), District, its Trustees, officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged negligence, recklessness or willful misconduct. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligence, recklessness or willful misconduct are fully and finally barred by the applicable statute of limitations.
9. District shall indemnify and hold Consultant, its officers, agents, and employees free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of the District, its employees, agents, independent contractors, consultants or assigns, arising out of, pertaining to or relating to the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Consultant), Consultant, its officers and employees in any legal actions based upon such alleged negligence, recklessness, or willful misconduct. The obligations to indemnify and hold Consultant free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligent acts are fully and finally barred by the applicable statute of limitations.
10. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury,

including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant's activities as well as District's activities under this contract. Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.

11. District may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case District will pay Consultant in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Consultant, and to authorize Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
12. Consultant shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation. Consultant understands that harassment of any student or employee with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.
13. Consultant is an independent contractor and no employer-employee relationship exists between Consultant and District.
14. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
15. The parties acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by anyone acting on behalf of either party, which is not stated herein. Any other agreement or statement of promises, not contained in this Agreement, shall not be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.
16. This Agreement will be governed by and construed in accordance with the laws of the State of California.

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

C.W. Driver

Riverside Community College District

Dana Roberts
President
468 N. Rosemead Blvd.
Pasadena, CA 91107

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

C.W. Driver

Project Management Services

1. Work with District representation in setting up project budgets and schedules to meet the District's objectives.
2. Review detailed construction drawings, prepare, revise, and monitor various construction related schedules, plans and documents.
3. Participate in the preparation and revision of project construction budgets.
4. Reconcile cost estimates with the architect and owner and make recommendations to maintain budget and schedule.
5. Assist in the monitoring of project budgets.
6. Review and comment on the completeness, thoroughness and constructability of design documents at appropriate design and review phases of development.
7. Monitor all aspects of the preconstruction phase to ensure thorough completion of construction drawings.
8. Attend preconstruction and construction meetings.
9. Establish a bidding strategy for the District to meet the intended bid and deliverable objectives.
10. Coordinate quality control reviews of the drawings and specifications and communicate information on thoroughness of corrections to the design team.
11. Manage the design team in meeting the preconstruction schedule.
12. Participate and help coordinate in accepting bids.
13. Develop and establish bid strategy on the acceptance and rejection of bids.
14. Provide liaison with District and Contractors.
15. Provide guidance to ensure that District's objectives are timely cost efficient, customer focused and aligned with the District's mission.
16. Provide guidance and assist in major strategic project management processes.
17. Further develop and enhance project management practices, policies and training.
18. Other duties as assigned.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-3

Date: April 28, 2009

Subject: Wheelock Gymnasium, Seismic Retrofit Project: Construction Management Services

Background: On June 20, 2006, the Board of Trustees approved the District's 2008-2012 Five-Year Capital Construction Plan, which included the Final Project Proposal (FPP) for the Physical Education Complex Phase II (Wheelock Gymnasium, Seismic Retrofit) project at the Riverside City College campus. On September 30, 2008, the District received approval from the State Chancellor's office to initiate the development of final architectural plans and specifications for the project. On December 9, 2008, the Board of Trustees approved an agreement with GKK Works to provide design services.

Staff is now recommending that the Wheelock Gymnasium, Seismic Retrofit project at the Riverside City College campus be delivered using Construction Management Multiple Prime (CMMP) contracting.

On February 2 and February 3, 2009, interviews were conducted with nine of the District's pre-approved construction management firms. The interviews were administered by a multi-campus staff committee. Based on the results of the interviews and proposals, staff is requesting approval to enter into the attached agreement with Tilden Coil Constructors, Inc. to provide said multiple prime construction management services for the Wheelock Gymnasium, Seismic Retrofit project. Services under this agreement would include management and oversight of bid preparation, cost estimating, construction execution and ensuring compliance with bid drawings and specifications, contract documents, code and labor compliance, and Division of State Architect (DSA) requirements, and assistance with building commissioning.

The total fixed fee for the construction management services is identified as follows:

Basic Compensation Fee - \$1,020,000

General Conditions Costs - \$997,253

Total Fee - \$2,017,253

CMMP services would be funded by State Construction Act Funds - 55% (Resource 4100) and District Measure "C" Funds - 45% (Resource 4160).

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-3

Date: April 28, 2009

Subject: Wheelock Gymnasium, Seismic Retrofit Project
(continued)

Recommended Action: It is recommended that the Board of Trustees approve the agreement for the Wheelock Gymnasium, Seismic Retrofit project with Tilden Coil Constructors, Inc.; approve the expenditure of project funds in an amount not to exceed \$2,017,253 for multiple prime construction management services; and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Irving G. Hendrick
Interim Chancellor

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

Ruth W. Adams
Director, Contracts, Compliance and Legal Services

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



Construction Management – Multiple Prime
Public Works Agreement

RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

TILDEN COIL CONSTRUCTORS, INC.

Construction Management Services

Wheelock Gymnasium, Seismic Retrofit
Riverside City Campus

CONSTRUCTION MANAGEMENT SERVICES (For Wheelock Gymnasium Seismic Retrofit, Riverside City Campus)

This Construction Management Services Agreement (“Agreement”) is made and entered into this 29th day of April, 2009 by and between Riverside Community College District (hereinafter “District”) and Tilden-Coil Constructors, Inc. (hereinafter referred to as “Construction Manager”) for construction management services relating to a multi-prime construction contract for construction of the Wheelock Gymnasium Seismic Retrofit located at Riverside City Campus, Riverside, California (the “Project”).

ARTICLE 1 CONSTRUCTION MANAGER’S SERVICES AND RESPONSIBILITIES

Construction Manager represents to District that it has the necessary license for a Construction Manager as provided for in Government Code Section 4525, *et seq.* that it has expertise and experience in construction supervision; bid evaluation; project scheduling; cost benefit analysis; claims review and negotiation; and general management and administration of construction projects. Construction Manager covenants to provide its best skill and judgment in furthering the interests of District in the management of the construction of the Project. Construction Manager agrees to furnish efficient business administration and management services and to perform in an expeditious and economical manner consistent with the interests of District. The Construction Manager hereby designates the following:

Steve Worley, Vice President Building Development (Project Executive)
Tracy Ellis, Project Manager
Bryant Ismerio, Project Engineer
David Peters, Superintendent

The designee’s are Construction Manager’s representatives to the Owner. Any substitution of the Construction Manager’s representatives shall be approved in writing by the Owner. Construction Manager shall provide the following services with respect to the Project.

1.1 DESIGN PHASE.

The services to be provided during the Design Phase for the Project include, but are not limited to, providing responsible reporting, documentation, recommendations and supervision of the following services: pre-construction scheduling, review and recommendations during the design development stages from the schematic phase to the completion of working drawings, preparation of conceptual and periodic estimates, budget assessment and cost containment advice, value engineering studies and recommendations, and Construction Manager reviews.

1.1.1 Construction Management Plan. In consultation with the District’s architect (“Architect”), the Construction Manager shall prepare a Construction Management Plan for the Project which shall establish the scope for the Project and the general basis for the sequence of contracting for construction of the Project. In preparation for this Construction Management plan, the Construction Manager shall evaluate the local construction market, the

District's schedule and budget goals for the Project, develop various alternative approaches, and make recommendations to the District. Upon approval by the District of the Construction Management Plan for the Project, the Construction Manager shall prepare the Construction Management Plan in final form. This document shall indicate the Project's rationale and recommend the strategy for purchasing, construction, the various bid packages for Project, and a Master Project Schedule.

1.1.2 Master Project Schedule. The Construction Manager shall develop a Master Project Schedule for the Project, subject to approval by District, which shall contain key milestones to be accomplished by the participants, including milestone completion dates for the Architect's and any consultant's design activities. The Master Project Schedule shall be consistent with the schedule attached hereto as Exhibit "A" and incorporated herein. The Master Project Schedule shall contain a critical path Master Construction Schedule for the Project and shall provide all major elements.

If necessary, the Construction Manager shall periodically update the Master Project Schedule for the Project and submit each update to the District for the District's approval.

1.1.3 Project Budget. The Construction Manager shall provide a budget based upon the amounts provided by the District pursuant to Paragraph 2.2 ("Project Budget"). This budget shall include: the anticipated total of all of the separate contracts for the Project pursuant to Section 1.1.10 ("Construction Cost"); Construction Manager's compensation; and the General Conditions costs as provided in this Agreement. The Construction Manager shall review any Project requirements of District, the District's schedule goals, and existing budget data.

The Construction Manager shall make a report of the Project Budget to the District indicating: (1) shortfalls or surpluses in the budget, and (2) recommendations for cost reductions, value engineering, or revisions to the District's Project requirements. The Construction Manager shall consult with the Architect and the District to suggest reasonable adjustments in the scope of the Projects, if any, and to suggest alternate Bids in construction documents to adjust the construction costs to conform to the Project Budget.

1.1.4 Cost Management Procedures. The Construction Manager shall implement and maintain cost management procedures throughout the Design Phase for the Project. When design or programmatic changes are made and approved by the District, these changes shall be recorded and the cost effect shall be documented.

1.1.5 Construction Management Coordination and Value Engineering Review. The Construction Manager shall perform constructability reviews, utilizing a checklist type method such as Redicheck or some other form acceptable to District, and shall provide input to the District relative to means and methods of construction, duration of construction, and constructability. This checklist shall be made available to the District and the Architect.

1.1.6 Coordination/Value Engineering Review. With respect to the Project, the Construction Manager shall review the Architect's 50% and 90% contract document submissions

and provide written comments on the coordination of the various disciplines, including civil, structural, architectural, mechanical, electrical, HVAC, plumbing, and landscape.

1.1.7 Design Review and Comments. The Construction Manager shall provide coordination between the Architect and the District on the proper flow of information for the Project. The Construction Manager shall develop written procedures for orderly communication to all Project consultants. Construction Manager shall advise on-site use and improvements.

1.1.8 Cost Adjustment Sessions. The Construction Manager shall prepare for the District's approval a more detailed estimate of Construction Cost, as defined in Article 3, developed by using estimating techniques which anticipates the various elements of the Project. The Construction Manager shall update and refine this estimate at 50% and 90% completion of the Construction Documents. The Construction Manager shall advise the District and the Architect if it appears that the Construction Cost may exceed the budgeted amount for Construction Cost as set forth in the Project Budget. The Construction Manager shall make recommendations for corrective action to bring the Construction Costs within the District Budget.

A fixed limit has been established to the project budget under Paragraph 2.2. The Construction Manager shall consult with the Architect and the District to suggest reasonable adjustments in the scope of the Project, and to suggest alternate bids in the Construction Documents to adjust the Construction Cost to the budgeted amount for Construction Cost as set forth in the Project Budget, if necessary.

1.1.9 Assignment of Responsibility. The Construction Manager shall provide recommendations and information to the District regarding the assignment of responsibilities for safety precautions and programs; temporary Project facilities; and equipment, materials and services for common use of contractors. The Construction Manager shall verify that the requirements and assignment of responsibilities are included in the proposed contract documents.

1.1.10 Separate Contracts (Multi-Prime Contracting). The Construction Manager shall advise on the separation of the Project into separate contracts for various categories of work ("Contracts"). The Construction Manager shall advise on the method to be used for selecting contractors and awarding individual bids. The Construction Manager shall prepare and revise contractor pre-qualification documents and identify potential contractors for District approval. The Construction Manager shall inspect, review, revise and assure proper delivery, assembly of the Project manuals and specifications and shall manage and coordinate the development of construction documents with the Architect. The Construction Manager shall review drawings and specifications for the Contracts to provide that (1) the work of the separate contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate separate Contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

1.1.11 Monthly Reports. With the District's assistance, Construction Manager shall provide a detailed cash flow tracking system for the Project. The system must be approved

and accepted by the District. The Construction Manager shall update the cash flow spread sheet monthly or as required by the District.

1.1.12 Coordination of Relocation of District Property. If applicable, Construction Manager shall coordinate the moving, relocation, temporary housing and storing of District's property prior to the construction phase for the Project.

1.1.13 State Chancellor and Other Public Agencies. The Construction Manager, in cooperation with the District and Architect, shall assist with the coordination and processing of all necessary paperwork and close-out documents with the State Chancellor, Division of the State Architect and any other applicable public agencies.

1.1.14 Professional Consultants. The Construction Manager shall assist the District, if required, in selecting and retaining the professional services of surveyors, special consultants and testing laboratories, and coordinate their services.

1.2 PLAN CHECK AND BIDDING PHASE.

1.2.1 Bidding Procedures. The Construction Manager shall develop and expedite bidding procedures for bid document issuance, bid tracking and receipt of proposals with regard to each of the Contracts. The Construction Manager shall also take the necessary procedures to administer any prequalification of potential contractors as directed by the District and ensure that all Contracts are competitively bid when required by law.

1.2.2 Public Relations Activities. The Construction Manager shall assist the District in all public relations including, but not limited to, preparation of Project information and attending internal and public meetings as required, including site meetings.

The Construction Manager shall be the point of contact for the entire community during all phases of construction in regards to any complaints, questions, safety issues, noise problems, dust problems, etc.

1.2.3 Generate Bidder Interest. The Construction Manager shall develop bidder's interest in the Project and shall maintain contact with potential bidders for the Contracts on a regular basis throughout the bid period. A telephone campaign shall be conducted by Construction Manager to stimulate and maintain interest in bidding on the Project.

1.2.4 Bid Advertisements. The Construction Manager shall coordinate the preparation and placement of the notices and advertisements to solicit bids for each of the Contracts as required by law in cooperation with the District.

1.2.5 Prepare and Expedite Bid Documents Delivery. The Construction Manager shall coordinate and expedite the preparation, assembly and delivery of bid documents and any addenda for each of the Contracts to the bidders including the following, as applicable:

- (a) Establish bid schedule by trade;
- (b) Prepare summaries of work bid packages;

- (c) Arranging for printing, binding and wrapping;
- (d) Arranging for delivery; and
- (e) Follow-up calls to the bidders.

The Construction Manager shall include the following requirements in all proposed Contract Documents:

- (a) The following bonding requirements:
 - (i) Performance bond at 100% of the contract amount.
 - (ii) Labor and material bond at 100% of the contract amount.
- (b) Insurance in amounts and coverage as directed by the District prior to bid.
- (c) All bonds must be provided by a California admitted surety.

1.2.6 Pre-Bid Conference(s). In conjunction with the Architect and District, the Construction Manager shall conduct the pre-bid conference(s). These conferences shall be a forum for the District, the Construction Manager, and Architect to present the District's Project requirements to the bidders, including prequalification requirements, as appropriate, and shall familiarize bidders with the particular Project, bid documents, management techniques and with any special systems, materials or methods.

1.2.7 Coordination and Inquiries. The Construction Manager shall coordinate communications related to bidder inquiries and seek resolution for the appropriate party and provide timely forwarding of such information to the bidders and District.

1.2.8 Addenda Review. The Construction Manager shall administer the addenda process and shall provide a review of each addendum during the bid phase for time, cost, or constructability impact, and make appropriate comments or recommendations.

1.2.9 Bidding of Work. All construction work for the Project shall be competitively bid when required by law and awarded in no more than two bid phases in accordance with normal requirements for general contractors. If the Project is funded with any State funds, Construction Manager shall comply with all applicable requirements. A bid phase summary shall be submitted with each bid phase package listing only the low bidders, their contract amounts, the Construction Manager's fee and General Conditions costs assigned to each bid phase, summed as a total committed cost. Construction Manager shall assist District and Architect to ensure compliance with any Disabled Veteran Business Enterprise goals.

1.2.10 Bid Evaluation. The Construction Manager in cooperation with Architect shall assist the District in pre-qualification, the bid opening, evaluation of the bids for completeness, full responsiveness and price, including alternate prices and unit prices (if applicable), shall make a formal report to the District with regard to the potential award of a

Contract, shall receive bids, prepare bids. The Construction Manager shall include a copy of the proposed Contract for each bidder recommended by the Construction Manager.

If applicable, the summary of bids shall classify all bids according to cost allowance categories. When a bid includes work in more than one cost category, the summary shall assign an appropriate amount to each.

Construction Manager shall certify in writing that the Contracts contained in the submittal for the District represents all the contracts required to perform the work in the plans and specifications for the Project, and that no additional contracts are foreseen to complete the necessary work for such Project. In the event the contracts and the work deferred for the future does not represent 100% of the work, the additional necessary work shall be offset by a reduction in the Construction Manager's fees.

1.2.11 Rebidding. In the event the bids exceed the Project Budget and the District authorizes rebidding of all or portions of the Project, the Construction Manager shall cooperate in revising the scope and the quality of work as required to reduce the construction costs for the Project. The Construction Manager, without additional compensation, shall cooperate with the District and Architect as necessary to bring construction costs within the Project Budget.

1.2.12 Non-interest in Project. The Construction Manager shall not be a bidder, or perform work for any bidder on any individual Contract.

1.2.13 Purchase, Delivery and Storage of Materials and Equipment. If applicable, the Construction Manager shall investigate and recommend a schedule for the District's purchase of materials and equipment which are a part of the Project and require long lead time procurement, and coordinate the schedule with the early preparation of portions of the contract documents. The Construction Manager shall expedite and coordinate delivery of all purchases.

If applicable, the Construction Manager shall arrange for delivery and storage, protection and security for District-purchased materials, systems and equipment which are a part of the Project, until such items are incorporated into the Project. The Construction Manager shall coordinate with or assign these activities to the appropriate contractor who is responsible for the installation of such materials, systems, and equipment.

1.2.14 Analysis of Labor. The Construction Manger shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations to minimize adverse effects of labor shortages.

1.3 CONSTRUCTION PHASE.

The Construction Phase for the Project shall commence with the award of the initial Contract and shall continue until sixty-five (65) days after the recording of a notice of

completion for the Project or sixty-five (65) days after completion of the Project as defined in Public Contract Code Section 7107 whichever is earlier.

The Construction Phase consists of the coordination of all activities that are included in the construction of a particular Project. The Construction Manager shall be responsible for coordinating the work for the Project pursuant to the Master Project Schedule. The Construction Manager shall maintain communication with the District throughout the Construction Phase and shall provide responsible reporting and documentation prior to the contractors' pre-construction conference and shall be responsible for coordinating the site construction services provisions (general conditions items) including supervision and administration of the Project, conducting construction progress meetings, providing progress reports, processing contractors requests for information (RFI's), reviewing and recommending with the Architect the approval or disapproval of change orders and payments to the contractors, and maintaining record keeping to assist the District in negotiations, mediation or arbitration of claims or disputes.

1.3.1 Pre-Construction Conference(s). The Construction Manager shall conduct, in conjunction with the District and the Architect, pre-construction orientation conference(s) for the benefit of the successful contractors and shall serve to orient the contractors to the various reporting procedures and site rules prior to the commencement of actual construction. The Construction Manager shall obtain the certificates of insurance and bonds from the contractors and forward such documents after approval by the Construction Manager to the District.

1.3.2 Contract Administration. The Construction Manager, in cooperation with the Architect, shall administer the construction Contracts as set forth herein and as provided in the General Conditions of the Contacts for construction. The Construction Manager shall coordinate the preparation of construction staging areas on-site for the Project and shall coordinate the preparation of the site for construction, including, but not limited to, coordinating fencing, barricades or other items reasonably necessary for efficient construction. The Construction Manager shall also coordinate the mobilization of all contractors and shall coordinate construction sequencing.

In addition, the Construction Manager shall provide management and related services as required to coordinate work of the contractors with each other and the activities and responsibilities of the Architect and District in order to complete the Project in accordance with the Contract Documents and this Agreement and within the Project Budget. The Construction Manger shall provide sufficient organization, qualified and experienced personnel and management to carry out the requirements of this Agreement.

The Construction Manager shall maintain a competent full-time staff at the Project site for the purpose of coordinating and providing general direction for the work and progress of the contractors.

1.3.3 Submittal Procedures. The Construction Manager shall establish and implement procedures with the Architect and coordinate and review shop drawing submittals, requests for information, samples, product data, change orders, payment requests, material

delivery dates and other procedures; and maintain logs, files and other necessary documentation. Construction Manager shall assist the Architect and the District's inspector with monitoring the certified payroll for the Project. The Construction Manager shall coordinate the dissemination of any information regarding submittals and consult with the Architect and the District if any Contractor requests interpretations of the meaning and intent of the Contract Documents, and assist in the resolution of questions which may arise.

1.3.4 Meetings. The Construction Manager shall coordinate and conduct preconstruction, construction and weekly job-site progress meetings with the Contractors and shall work with the Architect to ensure that the Architect records, transcribes and distributes minutes to all attendees, the District, and all other appropriate parties. The Construction Manager shall assist in the resolution of any technical construction issues.

1.3.5 Coordination of Technical Inspection and Testing. The Construction Manager shall coordinate with the District's certified inspector all testing required by the Architect or other third parties. If requested, the Construction Manager shall assist the District in selecting any special consultants or testing laboratories. All inspection reports shall be provided to the Construction Manager on a regular basis.

1.3.6 Construction Observation. The Construction Manager shall assist the District's inspector in observing that the materials and equipment being incorporated into the work are handled, stored and installed properly and adequately and are in compliance with the contract documents for the Project. The Construction Manager shall report to the District regarding the status of such activity. The Construction Manager shall endeavor to guard against defects and deficiencies and shall advise the District of any deviations, defects or deficiencies the Construction Manager observes in the work. The Construction Manager's observation duties shall include reasonable diligence to discover work that is not in compliance with the contract documents. These observations shall not, however, cause the Construction Manager to be responsible for those duties and responsibilities which belong to the District's inspector.

1.3.7 Non-Conforming Work. The Construction Manger shall, in conjunction with the District's inspector, review contractor's recommendations for corrective action on observed non-conforming work. The Construction Manager shall make recommendations to the District, the Architect and District' inspector in instances where the Construction Manager observes work that, in its opinion, is defective or not in conformance with the contract documents. The Construction Manager shall assist the District's inspector in observing the Contractor's work to verify that all authorized changes are properly incorporated in the Project. The Construction Manager shall report to the District regarding the status of such activity and provide a written record of the same.

1.3.8 Exercise of Contract Prerogatives. The Construction Manager shall advise the District and make recommendations to the District for exercising the District's Contract prerogatives, such as giving the Contractor notice to accelerate the progress when the schedule goals are in jeopardy due to Contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve Contract compliance.

1.3.9 Implementation of Master Project Schedule. The Construction Manager shall implement the Master Project Schedule and shall regularly update and maintain the Master Project Schedule incorporating the activities of Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery of products requiring long lead time procurement. The Master Project Schedule shall include the District's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update, reissue and distribute the Master Project Schedule as required to show current conditions and revisions required by the actual experience.

1.3.10. Safety Programs. To the extent required by OSHA or any other public agency, Construction Manager shall obtain each Contractor's safety programs and monitor their implementation along with any necessary safety meetings. Construction Manager shall ensure that such safety programs are submitted to the District.

1.3.11 Endorsements of Insurance, Performance/Payment Bonds. The Construction Manager shall receive and review Endorsements of Insurance, Performance/Payment Bonds from the Contractors and forward them to the District with a copy to the Architect prior to commencement of any work by such contractors. Construction Manager shall inform the District of any noted deficiencies in insurance, or books submitted.

1.3.12 Changes in Construction Cost. The Construction Manager shall revise and refine the approved estimate of Construction Cost, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed.

The Construction Manager shall provide regular monitoring of the approve estimate of Construction Cost, showing actual costs for activities in progress and estimates for uncompleted tasks. The Construction Manager shall identify variances between actual and budgeted or estimated costs and advise the District and the Architect whenever the Project's costs appear to be exceeding budgets or estimates.

1.3.13 Construction Progress Review. The Construction Manager shall keep a daily log containing a record of weather, the Contractors working on the site, number of workers, work accomplished, problems encountered, and other relevant data or such additional data as the District may require. The Construction Manager shall make the log available to the District upon request. The Construction Manager shall prepare and distribute the construction schedule updates to the Master Project Schedule on a monthly basis to maintain the Master Project Schedule. After an evaluation of the actual progress as observed by the Construction Manager, scheduled activities shall be assigned percentage-complete values. The report shall reflect actual progress as compared to scheduled progress and note any variances. The Construction Manager shall identify problems encountered in accomplishing the work and recommend appropriate action to the District to resolve these problems with a minimum effect on the timely completion of the Project. If requested by the District, the Construction Manager shall assist the Contractor(s) in preparing a recovery schedule. The recovery schedule shall reflect the corrective action costs (if any) and efforts to be undertaken by the contractor(s) to recapture lost time. This

recovery schedule shall be distributed to the Contractor(s), the District, Architect and other appropriate parties.

1.3.14 Maintain On-Site Records. The Construction Manager shall develop and implement a comprehensive document management program. The Construction Manager shall maintain at the Project site, on a current basis: a record copy of all Contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings; product data; samples; submittals; purchases; materials; equipment; applicable handbooks; Titles 21 and 24 of the California Code of Regulations; the California Uniform Building Code; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the Contracts. The Construction Manager shall maintain records in duplicate, of principal building layout lines, elevations for the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer, if necessary. The Construction Manager shall make all records available to the District. At the completion of the Project, the Construction Manager shall deliver all such records to the Architect, so the Architect may complete the record as-built drawings.

1.3.15 Schedule of Values and Processing of Payments. The Construction Manager shall review and approve each Contractor's schedule of values for each of the activities included in that Contractor's schedule of events. The Construction Manager shall develop and maintain a master schedule of values. The Construction Manager shall develop and implement procedures for the review and processing of applications by Contractors for progress and final payments. As part of the evaluation of progress payments, the Construction Manager shall review all "as-built" documents and ensure that the Contractor's "as-built" documents are updated and current. The Construction Manager shall review with the Architect and make recommendations to the District pertaining to payments to the Contractors.

1.3.16 Evaluate Proposal Costs. The Construction Manager shall evaluate Contractors' proposal costs and make a formal recommendation to the District regarding the acceptance of any proposals for a change order.

1.3.17 Negotiations of Change Order Costs and Time Extensions. The Construction Manager shall assist the District and the Architect representative in negotiating any change order costs and time extensions.

1.3.18 Change Order Reports. The Construction Manager shall not issue instructions contrary to the contract between District and a Contractor, or between the District and Architect. The Construction Manager shall ensure that all changes to the Contract between the District and a Contractor shall be by change order executed by the District. Any communication between the Construction Manager and the Contractors shall not in any way be construed as binding on the District, or releasing the Contractor from fulfillment of any of the terms of the Contract. For the Project, the Construction Manager shall prepare and distribute change order reports on a monthly basis throughout the Construction Phase. This report shall provide information pertaining to proposed and executed change orders and their effect on the Contract price and Master Project Schedule as of the date of the report.

1.3.19 Contractor Claims. The Construction Manager shall be given copies of all notices of claims by Contractors against the District for any alleged cause. The Construction Manager, jointly with Architect, shall perform evaluation of the contents of the claim within twenty-five (25) days, and make recommendations to the District. If requested by the District, the Construction Manager shall prepare estimates based on any alleged cause of claims submitted by the Contractor(s) and shall prepare alternate estimates based on varying scenarios of the claim cause. These estimates shall be transferred to the District and shall be used in claim rulings and negotiations. If requested by the District, the Construction Manager shall analyze the claims for extension of time and prepare an impact evaluation report which reflects the actual impact to the Master Construction Schedule. The report shall also provide a narrative including a recommendation for action to the District. If requested by the District, the Construction Manager shall negotiate claims with the Contractor(s) on behalf of the District. The Construction Manager shall make a written recommendation to the District concerning settlement or other appropriate action. Excepting those claims of which the Construction Manager is responsible, Construction Manager's obligations pursuant to this Paragraph shall cease upon completion of the Project as defined in Paragraph 1.3 of this Agreement.

1.3.20 Project Status Reports. The Construction Manager shall prepare and distribute monthly a Project Status Report. The Construction Manager shall ensure that the Verified Reports required by Title 24 of the California Code of Regulations be completed quarterly by the contractors for the Project.

1.3.21 Equipment Instruction Manuals, Warranties and Releases. The Construction Manager shall obtain all written material such as operations and maintenance manuals, warranties, affidavits, releases, bonds, waivers and guarantees for all equipment installed in the Project. All such materials, including equipment instruction material, keys and documents shall be reviewed and delivered to appropriate District personnel.

1.3.22 Completion of Contracts and Project. When the Construction Manager considers a Contractor's work or a designated portion thereof complete, the Construction Manager shall prepare for the Architect a list of incomplete or unsatisfactory items ("Punch-list") and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections.

The Construction Manager shall coordinate the correction and completion of the work. The Construction Manager shall assist the Architect in determining when the Project or a designated portion thereof is complete. The Construction Manager shall prepare a summary of the status of the work of each contractor, listing changes in the previously issued Punch-list and recommending the times within which contractors shall complete the uncompleted items on the Punch-list.

1.3.23 As-Built Documents. The Construction Manager shall perform coordination, supervisory and expediting functions in connection with the contractor's obligation to provide "as-built" documents and make recommendations for adequate withholding of retention in the event that a contractor fails to provide acceptable "as-built" documents.

1.3.24 Training Sessions. The Construction Manager shall coordinate and schedule training sessions, if necessary, for the District's personnel and shall require that the Contractor's obligation in providing this training is fulfilled.

1.3.25 Recommendations to District. The Construction Manager shall endeavor to achieve satisfactory performance from each Contractor. The Construction Manager shall recommend courses of action to the District when requirements of a Contract are not being fulfilled, and the nonperforming party shall not take satisfactory corrective action.

1.3.26 Accounting Records. The Construction Manager shall establish and administer an appropriate Project accounting system in conjunction with the District and shall maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

1.3.27 Permits. The Construction Manager shall assist the District in obtaining all necessary permits for the Project, including without limitation, building, grading, and occupancy permits. This task may encompass accompanying governmental officials (Fire Marshal, DSA, Health Department, etc.) during inspections, assisting in preparing and submitting proper documentation to the appropriate approving agencies, assisting in final testing and other necessary and reasonable activities.

1.3.28 Initial Start-up and Testing. With the Architect and the District's maintenance personnel, the Construction Manager shall observe the Contractors' proper installation of utilities, operational systems and equipment for readiness and assist in their initial start-up and testing for the Project. The Construction Manager shall coordinate and assist District in the move-in for the Project.

1.3.29 Final Completion and Project Report. The Construction Manager, in conjunction with the Architect and the District's inspector, shall at the conclusion of all corrective action of Punch-list items, make a final comprehensive review of the Project, make a report to the District which indicates whether the Construction Manager and the Architect find the work performed acceptable under the Contract Documents and the relevant Project data, and make recommendations as to final payment and the notice of completion to the Contractor(s) for the Project. At the conclusion the Project, the Construction Manager shall prepare final accounting and close-out reports of all above indicated report systems. These reports shall summarize, for historical purposes, any items which are not self-explanatory.

1.3.30 Warranty. The Construction Manager, shall assist the owner by coordinating and scheduling all warranty work as pertains to Section 1.3.21 (above), throughout the 1 year construction warranty period.

1.4 TIME.

1.4.1 The Construction Manager shall perform the services set forth in this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Projects.

1.4.2 In the event the construction time requirements set forth in Section 1.1.2 of this Agreement are exceeded, and the delay is caused by the Construction Manager, the Construction Manager's fee shall be reduced by an amount of \$1,250.00 per calendar day as liquidated damages, but not as a penalty, starting from the scheduled construction completion date for the Project until construction is substantially complete.

1.4.3 Construction Manager shall be entitled to an extension of time for the time of completion and shall not be subject to a claim for liquidated damages for delays which may arise due to an Act of God as defined in Public Contract Code Section 7105 if the act of God affects the governmental agency from which approvals are necessary for completion of the Project, but Construction Manager shall have no claim for any other compensation for such delay. Should the schedule for the Project be extended due to an act of God as discussed above, the Construction Manager's performance contract shall be extended and the Construction Manager shall be compensated for this extension under the provisions of Section 4.4 of this Agreement.

ARTICLE 2 THE DISTRICT'S RESPONSIBILITIES

2.1 The District shall provide full information regarding the requirements of the Project including the District's objectives, constraints and criteria.

2.2 Prior to the commencement of the Design Phase for the Project, the District shall provide a financial plan and budget to be utilized by Construction Manager as set forth in Section 1.1.3 of this Agreement.

2.3 The District shall designate a representative ("District Representative") to act on the District's behalf with respect to each Project. The District, or the District Representative, if authorized, shall render decisions promptly to avoid unreasonable delay in the progress of the Construction Manager's services.

2.4 The District shall furnish tests, inspections and reports as required by law or the contract documents.

2.5 The services, information and reports required by Paragraphs 2.1 through 2.4, inclusive, shall be furnished at District's expense.

2.6 If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the contract documents, prompt notice thereof shall be given by the District to the Construction Manager.

2.7 The District reserves the right to perform work related to the Project with the District's own forces and/or to award contracts in connection with the Project. The Construction Manager shall notify the District within ten (10) days of actual knowledge of the District's intent to perform work related to the Project with the District's own forces and/or to award contracts in connection with the Project, if any such independent action shall in any way compromise the Construction Manager's ability to meet the Construction Manager's responsibilities under this Agreement.

2.8 The District shall retain an Architect whose services, duties and responsibilities are described in the Agreement between the District and the Architect. The terms and conditions of the District-Architect agreement shall be furnished to the Construction Manager.

ARTICLE 3 CONSTRUCTION COST AND PROJECT BUDGET

3.1 The Construction Cost of the Project shall be the total of the final contract sums of all of separate contracts of contractors for the Project, and shall not exceed the budgeted amount for the Construction Cost as set forth in the Project Budget.

3.2 Construction Cost shall not include the compensation of Construction Manager, the Architect and other consultants, general conditions, the cost of land, rights-of-way and other costs which are the responsibility of District as provided in Article 2 hereof, inclusive.

3.3 The Project Budget has been established under paragraph 2.2 hereof by the allowance for construction. Construction Manager shall consult with the Architect and District to suggest reasonable adjustments in the scope of the Project, and to suggest alternate bids in the construction documents to adjust the construction Project costs so that it does not exceed the Project Budget.

3.4 If the fixed limit of Construction Cost as set forth in the Project Budget is exceeded by the sum of the lowest figures from bona fide bids, District shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding of the Project or portions of the Project within a reasonable time, (3) cooperate in revising the scope and the quality of the work as required to reduce the Construction Cost or (4) reject all bids and abandon the Project. In the case of items (2) and (3), Construction Manager, without additional compensation, shall cooperate with District and Architect as necessary, including providing services as set forth in Article I, to bring the Construction Cost within the fixed limit of the Project Budget.

3.5 With the District's assistance, Construction Manager shall provide, on a monthly basis, a detailed cash flow tracking system for the Project. The system must be approved and accepted by the District. The Construction Manager shall update the cash flow spread sheet monthly or as required by the District.

Construction Manager shall provide for the District's review and acceptance, a monthly report for the Project. This report shall show the status for the Project that is under construction pertaining to this contract. With the District's assistance, the Construction Manager shall provide all construction related agenda items. Examples: change orders, notices to proceed, notice of completion, authorization to bid, award of contracts, etc.

ARTICLE 4
BASIS OF COMPENSATION AND PAYMENT

District shall compensate Construction Manager for the services required hereunder, as follows:

4.1 BASIC COMPENSATION FEE.

4.1.1 Construction Manager's Services, as described in Article 1.1 shall be: \$102,000 (One Hundred Two Thousand Dollars)

4.1.2 Construction Manager's Services, as described in Article 1.2 shall be: \$102,000 (One Hundred Two Thousand Dollars)

4.1.3 Construction Manager's Services, as described in Article 1.3 shall be: \$816,000 (Eighty Hundred Sixteen Thousand Dollars)

4.1.2 GENERAL CONDITIONS COSTS.

General Conditions as described in Article 5 shall be reimbursed at cost in accordance with Article 5 and the General Budget with the total not to exceed \$997,253.

4.2 PAYMENT

4.2.1 BASIC COMPENSATION PAYMENT:

4.2.1.1 Pre-Construction Invoicing. Construction Manager shall invoice 20% of the Basic Services for the services set forth in Articles 1.1 and 1.2 in equal monthly increments, from the time the Construction Manager begins work on the Project to the commencement of the Construction Phase time the contractor is selected by the District.

4.2.1.2 Construction Invoices. Construction Manager shall invoice 70% of the Basic Services Fee in equal monthly increments during the Construction Phase.

4.2.1.3 Project Retention. Construction Manager shall invoice 10% of the Basic Services Fee 35 days after the District files the last Notice of Completion for the Project.

4.2.2 GENERAL CONDITIONS PAYMENT.

Construction Manager shall invoice General Conditions costs monthly during the duration of the construction work. All General Condition costs must be supported by an invoice, receipt, an employee time sheet, or other acceptable documentation.

4.3.2 PAYMENT OF INVOICES.

District shall make payments to Construction Manager within thirty (30) days of receipt of the appropriate and approved invoice from Construction Manager.

4.4 ADDITIONAL COMPENSATION.

Construction Manager shall not be entitled to additional compensation unless there are unusual and unanticipated circumstances and only when approved in writing by District, in advance of such services being provided. If the Construction Manager shall claim compensation for any damage sustained by reason of the acts of the District or its agents, Construction Manager shall, within ten (10) days after sustaining of such damage, make to the District a written statement of the damage sustained. On or before the 15th day of the month succeeding that in which such damage shall have been sustained, the Construction Manager shall file with the District an itemized statement of the details and amount of such damage in accordance with this Article, and unless such statement is submitted, any claims by Construction Manager shall be forfeited and invalidated and Construction Manager shall not be entitled to consideration for payment on account of any such damage. In the event extra compensation is approved, extra compensation shall be computed at cost plus ten percent (10%) of billings to Construction Manager by Construction Manager's consultants and for other costs incurred by the Construction Manager and at the following hourly rates for Construction Manager's employees:

Principal In Charge/Project Executive	\$ 160.00
Project Manager	\$ 140.00
General Superintendent	\$ 130.00
Project Superintendent	\$ 120.00
Estimating/Precon Services Manager	\$ 120.00
BIM/Constructability Manager	\$ 120.00
Scheduling Manager	\$ 85.00
Field Engineer	\$ 85.00
Clerical Assistance	\$ 50.00

ARTICLE 5 GENERAL CONDITIONS

Construction Manager shall provide the General Conditions for the Project. General Conditions of the Project are defined as those generic support activities which must be in place to support all construction aspects of the Project. These support activities are set forth in the Reimbursable Expenses and General Conditions Estimate attached hereto as Exhibit "B".

In no event shall the General Condition costs exceed the fixed fee of \$997,253.

All General Condition items and services shall be billed at their actual cost, and the Construction Manager shall take all reasonable steps necessary to obtain the most competitive prices available for these items. If Construction Manager desires to be reimbursed for any other

General Conditions costs not specifically set forth in this Article, prior to the commencement of the Construction Phase, Construction Manager shall submit a list of these General Condition items to District for District's approval. The cost of any additional items shall not be reimbursable unless advance written authorization is provided by the District to Construction Manager to obtain the item.

ARTICLE 6 TERMINATION, ABANDONMENT OR SUSPENSION OF WORK

6.1 TERMINATION OF CONSTRUCTION MANAGER SERVICES.

The District may give seven (7) days written notice to Construction Manager of District's intent to suspend or terminate the Construction Manager's services under this Agreement for failure to satisfactorily perform or provide prompt, efficient or thorough service or Construction Manager's failure to complete its services or otherwise comply with the terms of this Agreement. If after the expiration of such seven (7) days, Construction Manager fails to cure the performance as set forth in the District's notice of intent to suspend or terminate the Construction Manager's services, District may issue a notice of termination or suspension. At that time, Construction Manager's services shall be suspended or terminated as set forth in District's notice.

District shall also have the right in its absolute discretion to terminate this Agreement in the event the District is not satisfied with the working relationship with Construction Manager and without cause following twenty-one (21) days prior written notice from District to Construction Manager.

6.2 CONTINUANCE OF WORK.

In the event of a dispute between the parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Construction Manager agrees to continue the work diligently to completion. If the dispute is not resolved, Construction Manager agrees it shall neither rescind the Agreement nor stop the progress of the work, but Construction Manager's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the Project has been completed, and not before.

6.3 ABANDONMENT OF A PROJECT.

The District has the absolute discretion to suspend or abandon all or any portion of the work on the Project and may do so upon fourteen (14) day written notice to the Construction Manager. Upon notice of suspension or abandonment, Construction Manager shall immediately discontinue any further action on the Project. If the entire work to be performed on the Project is abandoned, the parties shall each be relieved of the remaining executory obligations of the Agreement, as it relates to the Project, but shall not be relieved of any obligations arising prior to said abandonment.

6.4 COMPENSATION IN THE EVENT OF TERMINATION, ABANDONMENT OR SUSPENSION.

In the event the District terminates, abandons or suspends the work on the Project, there shall be due and payable within thirty (30) days following such termination, abandonment or suspension a sum of money sufficient to increase the total amount paid to Construction Manager to an amount which bears the same proportion to the total fee as the amount of services performed or provided by Construction Manager prior to the time of such termination, suspension or abandonment of this Agreement bears to the entire services Construction Manager is required to perform or provide for the Project.

In the event of termination due to a breach of this Agreement by Construction Manager, the compensation due Construction Manager upon termination shall be reduced by the amount of damages and liquidated damages sustained by District due to such breach.

In the event that District chooses to abandon the Project or terminate the Agreement without cause, Construction Manager shall, in addition to the compensation described above, also be reimbursed for reasonable termination costs through the payment of (1) 3% of the Construction Management Fees incurred to date if less than 50% of the Construction Management Fees have been paid; or (2) 3% of the remaining Construction Management Fees if more than 50% of the Construction Management Fees have been paid. This payment is agreed to compensate Construction Manager for any damages resulting from early termination and is consideration for entry into this termination for convenience clause.

6.5 DELIVERY OF DOCUMENTS.

Upon termination, abandonment or suspension, Construction Manager shall deliver to District all documents and matters related to the Project.

ARTICLE 7 INDEMNIFICATION

To the fullest extent permitted by law, Construction Manager agrees to indemnify, defend and hold District entirely harmless from all liability arising out of:

(a) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Construction Manager's employees or Construction Manager's subcontractors' employees arising out of Construction Manager's work under this Agreement; and

(b) Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the Construction Manager or any person, firm or corporation employed by the Construction Manger upon or in connection with the Project, except for liability resulting from the sole or active

negligence, or willful misconduct of the District, its officers, employees, agents or independent contractor's who are directly employed by the District;

(c) Any loss, injury to or death or persons or damage to property caused by any act, neglect, default or omission of the Construction Manager, or any person, firm or corporation employed by the Construction Manager, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the Project, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the District.

The Construction Manager at Construction Manger's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy and judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 8 SUCCESSORS AND ASSIGNS OR CONFLICT OF INTEREST

8.1 Successors and Assigns. This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that the Construction Manager shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the District. Any attempted assignment without such consent shall be invalid.

8.2 Corporate Status. In the event of a change in the corporate status of the Construction Manager, the Owner shall have the right to review the conditions of said change, and if warranted, exercise Section 6.1 Termination of Construction Manager Services.

8.3 Conflict of Interest. For the term of this Agreement, no member, officer or employee of the Owner, during the term of his or her service with the Owner, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

8.4 Conflict of Employment. Employment by the Construction Manager of personnel on the payroll of Owner shall not be permitted in the performance of the Services, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Construction Manager of personnel who have been on the Owner's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon the Construction Manager securing this or related Agreements with the Owner, is prohibited.

8.5 Fiduciary Responsibilities. The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement. The Construction Manager covenants with the Owner to furnish his best skill and judgment and to cooperate with

the Owner's Design Professional in furthering the interests of the Owner. The Construction Manager agrees to furnish efficient business administration and superintendence and to use the Construction Manager's best efforts at all times in the most expeditious and economical manner consistent with the interest of the Owner.

ARTICLE 9
APPLICABLE LAW

This Agreement shall be governed by the laws of the State of California, however, in the event that the District receives any State funding for the Project, this Agreement shall also be governed by any applicable laws and/or regulations relating to such State funding ("Applicable Law"). To the extent that there is any inconsistency between this Agreement and the Applicable Law, or this Agreement omits any requirement of the Applicable Law, the language of the Applicable Law, in effect on the date of the execution of this Agreement, shall prevail.

ARTICLE 10
CONSTRUCTION MANAGER NOT AN OFFICER
OR EMPLOYEE OF DISTRICT

While engaged in carrying out and complying with the terms and conditions of this Agreement, the Construction Manager is an independent contractor and not an officer or employee of the District.

ARTICLE 11
INSURANCE

11.1 The Construction Manager shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Construction Manager and District from claims which may arise out of or result from Construction Manager's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

(a) The Construction Manager shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California in an amount not less than One Million Dollars (\$1,000,000).

(b) Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage
4. Products/completed operations; and

5. Personal injury.

(c) Professional liability insurance, including contractual liability, with limits of \$1,000,000, per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least three (3) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation.

11.2 Each policy of insurance required in (b) above shall name District and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of Construction Manager hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that no less than thirty (30) days' written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Construction Manager shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Construction Manager shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event Construction Manager fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of an for the account of Construction Manager, and in such event Construction Manager shall reimburse District upon demand for the costs thereof.

ARTICLE 12
EXTENT OF AGREEMENT

12.1 This Agreement represents the entire and integrated agreement between the District and the Construction Manager for this Project and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the District and the Construction Manager

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The parties, through their authorized representatives, have executed this Agreement as of the day and year first written above.

CONSTRUCTION MANAGER:

Tilden Coil Constructors, Inc.

DISTRICT:

Riverside Community College District

By: _____

Brian Jaramillo
President
3612 Mission Inn Ave.
Riverside, CA 92501

By: _____

James L. Buysse
Vice Chancellor
Administration and Finance

APPROVED AS TO FORM:

Ruth W. Adams

Ruth W. Adams, Esq.
Director – Contracts, Compliance and Legal Services
Riverside Community College District

EXHIBIT "A"

PROPOSED PROJECT SCHEDULE

Start Preliminary Plans	9/1/08
Start Working Drawings	1/1/09
Complete Working Drawings	5/1/09
DSA Final Approval	11/1/09
Advertise Bid for Construction	12/1/09
Award Construction Contract	1/1/2010
Advertise Bid for Equipment	6/1/2010
Complete Project	1/1/2011

*All dates above reflect the most current JCAF32 form prepared on 8/30/07.

EXHIBIT "B"

REIMBURSABLE EXPENSES

The following Reimbursable Expenses shall be provided under the Construction Manager's direction and shall be reimbursable items under this Agreement. These items and services shall be billed at their actual cost, and the Construction Manager shall take all reasonable steps necessary to obtain the most competitive prices available for these items. The cost for any additional items shall not be reimbursable unless advance written authorization is provided by the Owner to the Construction Manager to obtain the item. Reimbursable expenses to be submitted at time of project estimate.

Tilden-Coil Constructors, Inc.

Wheelock Gymnasium, Seismic Retrofit

General Conditions Estimate

To be submitted for District approval after execution of Agreement

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-4

Date: April 28, 2009

Subject: Riverside Nursing/Sciences Building Project: Inspection Services

Background: On June 17, 2008, the Board of Trustees approved the final design and final project budget for the Riverside Nursing/Sciences Building Project in the amount of \$85,158,833. On January 17, 2009, the Board approved the engagement of Barnhart, Inc., a Heery International Company, to provide multiple prime construction management services.

Staff is now requesting approval to enter into the attached agreement with River City Testing to provide DSA Special Inspection and Testing Laboratory Services for the Riverside Nursing/Sciences Building project. Services under this agreement would include all speciality and material testing for a total amount not to exceed \$358,092.70.

Additionally, staff is requesting approval to enter into an agreement with Inland Inspections & Consulting for DSA Inspection Services for the Riverside Nursing/Sciences Building project. Services under this agreement would include all on-site DSA required Inspector of Record (IOR) services and District speciality and quality control inspections for a total amount not to exceed \$619,639.50. The proposed agreements are attached for the Board's review and consideration. Agreements would be funded via the Board-approved project budget.

Recommended Action: It is recommended that the Board of Trustees approve the agreements for the Riverside Nursing/Sciences Building Project with River City Testing in the amount of \$358,092.70 for DSA Special Inspection and Testing Laboratory Services, and Inland Inspections & Consulting in the amount of \$619,639.50 for DSA Inspection Services, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements.

Irving G. Hendrick
Interim Chancellor

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

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

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

RIVER CITY TESTING

THIS AGREEMENT is made and entered into on the 29th day of April, 2009, by and between RIVER CITY TESTING hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached – as directed by the assigned District representative.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s), and on site at Riverside Community College District, Riverside City Campus.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor of Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from April 29, 2009, to the estimated completion date of December 31, 2011, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed \$358,092.70 including expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning, Design and Construction.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the

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

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Consultant in connection with this Agreement shall be held in a strictly confidential manner by Consultant. Such materials shall not, without the written consent of District, be used by Consultant for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of Consultant, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Consultant services under this Agreement. Consultant shall defend, at its expense, including without limitation, attorneys fees (attorney to be selected by District), District, its Trustees, officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged negligence, recklessness or willful misconduct. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligence, recklessness or willful misconduct are fully and finally barred by the applicable statute of limitations.
9. District shall indemnify and hold Consultant, its officers, agents, and employees free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of the District, its employees, agents, independent contractors, consultants or assigns, arising out of, pertaining to or relating to the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Consultant), Consultant, its officers and employees in any legal actions based upon such alleged negligence, recklessness, or willful misconduct. The obligations to indemnify and hold Consultant free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligent acts are fully and finally barred by the applicable statute of limitations.

10. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant's activities as well as District's activities under this contract. Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.
11. District may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case District will pay Consultant in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Consultant, and to authorize Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
12. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, religion, sex or gender, disability, medical condition, marital status, age or sexual orientation. Consultant understands that harassment of any student or employee of District with regard to religion, sex or gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.
13. Consultant is an independent contractor and no employer-employee relationship exists between Consultant and District.
14. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
15. The parties acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by anyone acting on behalf of either party, which is not stated herein. Any other agreement or statement of promises, not contained in this Agreement, shall not be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.
16. This Agreement will be governed by and construed in accordance with the laws of the State of California.

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

River City Testing

Riverside Community College District

Robert E. Schumacher
Director of Operations
7338 Sycamore Canyon Blvd., Suite 4
Riverside, CA 92508

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Scope of Services

- Special Inspector Batch Plant**
- Special Inspector Concrete (upper floors)
- Special Inspector Fireproofing
- Special Inspector Load Testing
- Special Inspector Masonry
- Special Inspector Rebar Sample **
- Special Inspector Visual Welding Field**
- Special Inspector Visual Welding Shop**
- Magnetic Particle Inspection
- Ultrasonic Testing**
- Soils Technician (utility backfill only)
- Extract Core Samples
- Prevailing Wage Increase Estimated Contingency
- Ground Rod Test
- Deliver Samples to Testing Laboratory
- Soil Maximum Density Test
- Roofing Tile Absorption
- Roofing Tile Strength Test
- Mix Design Review
- Crout Compression Test (9 sets of 5 samples)
- Mortar Compression Test (15 sets of 4 samples)
- Masonry Core Compression Test
- Masonry Core Shear Test
- Concrete Block Conformance Package
- Concrete Compression Test (80 sets of 4 samples)
- Concrete Core Compression Test
- Fireproofing Density Test
- High Strength Bolt, Nut & Washer Conformance
- Rebar Bend Test
- Rebar Tensile Test
- Veneer Adhesion Test
- Grade BD Anchor Test
- Geotechnical Services provided by Inland Foundation Engineering
- One Final DSA Laboratory Affidavit

**Mileage will be charged at the rate of .75 cents per mile for any inspections performed outside a 50 mile radius of the job site.

Overtime Rates:

Normal Hours – 8 hours, Monday – Friday, excluding any Holiday

Overtime Hours (1.5x) – first 4 overtime hours on Monday – Friday and first 12 hours on Saturday, excluding any Holiday

Double-time Hours (2x) – all hours over 12 on Monday – Saturday and all hours on Sunday or Holiday

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 RIVERSIDE CITY COLLEGE NURSING/SCIENCE BUILDINGS
 SCHEDULE OF FEES FOR LABORATORY TESTING
 Laboratory Test, Test Designation, and Price Per Test**

Soils		Concrete	
Atterberg Limits D 4318	\$125	Compression Test 6x12 Cylinder C 39	\$17.50
California Bearing Ration	\$400	Concrete Mix Design Review	\$110
Chloride and Sulfate Content	\$110	Concrete Mix Design Review (trial batch)	\$650
Consolidation D 2435	\$ 60	Concrete Core Compression Test C 42	\$ 35
Direct Shear – Undisturbed D 3080	\$230	Flexural Test C 78	\$ 50
Direct Shear – Remolded D 3080	\$250	Flexural Test C 293	\$ 50
Durability Index CT 229	\$150	Flexural Test CT 523	\$ 50
Expansion Index D 4829	\$150	Gunite/Shotcrete Samples (3 cores)	\$200
Expansion Potential (Method A) D 4546	\$135	Splitting Tensile Strength	\$ 75
Expansive Pressure (Method C) D 4546	\$135		
Geofabric Tensile and Elongation Test D 4632	\$150	Reinforcing and Structural Steel	
Permeability D 2434	\$200	Fireproofing Density Test UBC 7-6	\$ 35
pH and Resistivity CT 643	\$150	Hardness Test, Rockwell A 370	\$ 30
Proctor Density D 1557	\$110	High Strength Bolt, Nut, & Washer Conformance set A 325	\$110
R-Value D 2844	\$225	Pre-Stress Strand (7 wire) A 416	\$125
Sand Equivalent D 2419	\$ 75	Chemical Analysis A-36, A-615	\$110
Sieve Analysis D 422	\$ 70	Reinforcing Steel Tensile (up to #11) A 615, A 706	\$ 33
Sieve Analysis D 1140	\$100	Reinforcing Steel Bend (up to #11) A 615, A 706	\$ 28
Specific Gravity D 854	\$ 75	Structural Steel Tensile (excluding machining) A 370	\$ 50
		Welded Reinforcing Steel Tensile (up to #11 bars)	\$ 50
		Grade BD Anchor Test	\$275
Roofing		Asphalt Concrete	
Built-up Roof cut-out samples	\$165	Mix Design Review (Job Spec)	\$110
Roofing Tile Absorption (set of 5) UBC 15-5	\$150	Extraction/Gradation D 2172, CT 310	\$200
Roofing Tile Strength Test (set of 5) UBC 15-5	\$150	Hveem Stability and Unit Weight CT 366	\$180
		Marshall Stability, Flow and Unit Weight T 245	\$200
Masonry		Maximum Theoretical Unit Weight D 2041	\$125
Concrete Block Compression Test C 140	\$ 50	Swell CT 305	\$165
Concrete Block Linear Shrinkage C 426	\$100	Unit Weight (sample or core) D 2726	\$ 75
Concrete Block Unit Weight and Absorption C 140	\$ 50		
Concrete Block Conformance Package C 90	\$300	Aggregates	
Masonry Grout 3x3x6 Prism Compression UBC 21-18	\$17.50	Absorption C 127, C 128	\$ 30
Masonry Mortar 2x4 Cylinder Compression UBC 21-16	\$17.50	Durability CT 229	\$120
Masonry Core Compression Test CBC	\$ 25	Sand Equivalent CT 217	\$ 75
Masonry Core Shear Test CBC	\$ 45	Sieve Analysis C 136	\$ 90
Masonry Prism half size Compression	\$125	Specific Gravity Coarse C 127	\$ 60
Grout or Mortar Mix Design Review	\$110	Specific Gravity Fine C 128	\$ 70
Veneer Adhesion Test	\$155		
Miscellaneous			
Ground Rod Test	\$100		
Disposal of Hold Sample	\$ 5		
Pick up an deliver samples <i>per trip</i>	\$ 40		
DSA Final Lab Affidavit	Per Quote		

HOURLY CHARGES FOR PERSONNEL*

Special Inspector Batch Plant	\$72.50*
Special Inspector Concrete	\$72.50*
Special Inspector Fireproofing	\$72.50*
Special Inspector Load Testing	\$82.50*
Special Inspector Masonry	\$72.50*
Special Inspector Pachometer	\$82.50*
Special Inspector Rebar Sample	\$72.50*
Special Inspector Structural Steel and Welding	\$72.50*
Ultrasonic Testing	\$86.50*
Magnetic Particle Inspection	\$86.50*
Soils Technician	\$71.50*
Extracting Core Samples	\$125.00*
Engineer (upon request)	\$130.00*

*Rates will increase by \$2.50 per hour on July 1, 2010.

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

INLAND INSPECTIONS & CONSULTING

THIS AGREEMENT is made and entered into on the 29th day of April, 2009, by and between INLAND INSPECTIONS & CONSULTING hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s), and on site at Riverside Community College District, Riverside City Campus.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor of Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from April 29, 2009, to the estimated completion date of December 31, 2011, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed \$619,639.50 including expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning, Design and Construction.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided

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

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Consultant in connection with this Agreement shall be held in a strictly confidential manner by Consultant. Such materials shall not, without the written consent of District, be used by Consultant for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of Consultant, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Consultant services under this Agreement. Consultant shall defend, at its expense, including without limitation, attorneys fees (attorney to be selected by District), District, its Trustees, officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged negligence, recklessness or willful misconduct. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligence, recklessness or willful misconduct are fully and finally barred by the applicable statute of limitations.
9. District shall indemnify and hold Consultant, its officers, agents, and employees free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of the District, its employees, agents, independent contractors, consultants or assigns, arising out of, pertaining to or relating to the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Consultant), Consultant, its officers and employees in any legal actions based upon such alleged negligence, recklessness, or willful misconduct. The obligations to indemnify and hold Consultant free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligent acts are fully and finally barred by the applicable statute of limitations.

10. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant's activities as well as District's activities under this contract. Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.
11. District may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case District will pay Consultant in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Consultant, and to authorize Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
12. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, religion, sex or gender, disability, medical condition, marital status, age or sexual orientation. Consultant understands that harassment of any student or employee of District with regard to religion, sex or gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.
13. Consultant is an independent contractor and no employer-employee relationship exists between Consultant and District.
14. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
15. The parties acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by anyone acting on behalf of either party, which is not stated herein. Any other agreement or statement of promises, not contained in this Agreement, shall not be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.
16. This Agreement will be governed by and construed in accordance with the laws of the State of California.

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

Inland Inspections & Consulting

Riverside Community College District

Robert E. Schumacher
Director of Operations
7338 Sycamore Canyon Blvd., Suite 4
Riverside, CA 92508

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
RIVERSIDE CITY COLLEGE NURSING/SCIENCE BUILDINGS
FEE SCHEDULE**

Project Inspector (August 1, 2009, through June 30, 2010) 1900 hours @ \$83.50 per hour	\$158,650.00
Project Inspector (July 1, 2010, through June 30, 2011) 2080 hours @ \$86.00 per hour	\$178,880.00
Project Inspector (July 1, 2011, through August 31, 2011) 347 hours @ \$88.50 per hour	\$ 30,709.50
Assistant Inspector (August 1, 2009, through June 30, 2010) 1200 hours @ \$77.00 per hour	\$ 92,400.00
Assistant Inspector (July 1, 2010, through June 30, 2011) 2000 hours @ \$79.50 per hour	<u>\$159,000.00</u>
ESTIMATED TOTAL	\$619,639.50

Four and eight hour minimums apply to all hourly fees.

NOTE REGARDING OVERTIME RATES:

Normal hours:	eight hours Monday-Friday, excluding any Holiday
Overtime hours: (1½ x hourly rate)	first 4 overtime hours Monday-Friday, excluding any Holiday first 12 hours on Saturday, excluding any Holiday
Double-time hours: (2 x hourly rate)	all hours over 12 on Monday-Saturday all hours on Sunday or Holiday

All invoices are due within 30 days. Interest in the amount of 1/2% per month will be added to all past-due amounts.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING COMMITTEE

Report No.: VI-C-1

Date: April 28, 2009

Subject: Moreno Valley Parking Structure and Surge Space, Architectural Services

Background: On December 20, 2006 the Moreno Valley Campus held a planning charette to develop a program for a 800-1000 space parking structure. The planning session resulted in identifying the location of the structure and the need to include approximately 12,000 gross square feet of "surge space" that would provide flexible space to accommodate campus growth for the expansion of existing and the development of additional programs-services. The surge space would allow the removal of temporary modular facilities that have been added to the campus to help mitigate short-term program growth. On March 17, 2009, the Board of Trustees approved funding from Measure C for the planning and design of the Moreno Valley Parking Structure and Surge Space.

Staff is requesting the Board approve an agreement with LPA in the amount of \$1,910,000 to provide planning and design services for the Moreno Valley Parking Structure and Surge Space project. The proposed agreement is attached for the Board's review and consideration. It would be funded by the Board-approved project budget (District Measure "C" funds, Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve the agreement with LPA to provide planning and design services for the Moreno Valley Parking Structure and Surge Space Project, in the amount of \$1,910,000, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Irving G. Hendrick
Interim Chancellor

Prepared by: Monte Perez
President, Moreno Valley Campus

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

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

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

LPA

THIS AGREEMENT is made and entered into on the 29th day of April, 2009, by and between LPA hereinafter referred to as “Architect” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the “District.”

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Architect’s office(s), and on site at Riverside Community College District, Moreno Valley Campus.
3. The services rendered by the Architect are subject to review by the Associate Vice Chancellor of Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from April 29, 2009, to the estimated completion date of October 31, 2011, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Architect.
5. Payment in consideration of this agreement shall not exceed \$1,910,000 including reimbursable expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning, Design and Construction.
6. All data prepared by Architect hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Architect shall have the right to retain copies of all such data for Architect records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District’s sole risk, and provided

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

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Architect in connection with this Agreement shall be held in a strictly confidential manner by Architect. Such materials shall not, without the written consent of District, be used by Architect for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. To the fullest extent permitted by law, Architect agrees that to the extent that it is responsible, it will indemnify, defend and hold District and its officers and employees entirely harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any act, neglect, default, or omission other than a professional act or omission of Architect, including all damages due to loss or theft sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the Project, including injury or damage either on or off District property; but not for any loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties not under the supervision or control of the Architect.

To the fullest extent permitted by law, Architect agrees to indemnify and hold District entirely harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by the negligent professional act or omission in the performance of professional services pursuant to this Agreement. The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the District but rather to reimburse the District for attorney's fees and costs incurred by the District in defending such actions or proceedings brought against the District to the extent caused by the Architect; but not for any loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties not under the supervision or control of the Architect.

The Indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

9. District shall indemnify and hold Architect, its officers, agents, and employees free and harmless from any claim of damage, liability, injury, death, expense or

loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of the District, its employees, agents, independent contractors, consultants or assigns, arising out of, pertaining to or relating to the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Architect), Architect, its officers and employees in any legal actions based upon such alleged negligence, recklessness, or willful misconduct. The obligations to indemnify and hold Architect free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligent acts are fully and finally barred by the applicable statute of limitations.

10. Architect shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Architect's activities as well as District's activities under this contract. Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.
11. District may terminate this Agreement for convenience at any time upon written notice to Architect, in which case District will pay Architect in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Architect, and to authorize Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
12. Architect shall not discriminate against any person in the provision of services or employment of persons on the basis of race, religion, sex or gender, disability, medical condition, marital status, age or sexual orientation. Architect understands that harassment of any student or employee of District with regard to religion, sex or gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.
13. Architect is an independent contractor and no employer-employee relationship exists between Architect and District.
14. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
15. The parties acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by anyone acting on behalf of either party, which is not stated herein. Any other agreement or statement of promises, not contained in this Agreement, shall not be valid or binding. Any

modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

16. This Agreement will be governed by and construed in accordance with the laws of the State of California.

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

LPA

Riverside Community College District

Robert O. Kupper, AIA
Chief Executive Officer
5161 California Ave. Suite 100
Irvine, CA 92617

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

FEE SCHEDULE

Architect proposes to perform design services based on a percent of construction cost fee structure of 8% as outlined below, based on an estimated Project Construction Cost of \$22,500,000. The basic project will consist of a 1000-car parking structure with a context driven architectural skin including PV panels and a 12,000 square foot surge/classroom space. The project will be designed as LEED equivalent.

Phase	Fee %	Fee Amount
Programming & Pre-design	5%	\$ 90,000
Preliminary Plans	30%	\$ 540,000
Working Drawings	45%	\$ 810,000
Construction Administration	20%	\$ 360,000
Basic Total		\$ 1,800,000
<u>Supplemental Scope</u>		
Fire Sprinkler Design Allow.		\$ 30,000
<u>Expenses</u>		
Reimb. Expenses Allow.		\$ 80,000

The following consultants are included within the Basic Scope of Services and basic fee as outlined:

Civil Engineer	LPA
Structural Engineer	LPA
Mechanical Engineer	LPA
Electrical Engineer	K1
Landscape Architect	LPA

The following consultants are considered Specialty Consultants and are generally not included within the Basic fee structure; however for the purposes of this project Architect will include the following in this proposal:

Acoustics	TBD
Cost Estimation	TBD
Low Voltage Services	K1
Audio Visual	TBD

PROGRAMMING

Based on the understanding that often the architect is not in complete control of the Programming process; In order to ensure that adequate fee remains to cover the complete scope of services, the Architect would like to discuss limiting the amount of time allowed for Program Validation as not to exceed 5% of the basic fee (based on the approved hourly rate schedule). Should Programming exceed this allowance of time due to decisions beyond Architect's control, additional time will be considered on an hourly basis.

BASIC HOURLY RATE SCHEDULE

Principal	\$195.00
Senior Project Director	\$175.00
Project Director	\$155.00
Senior Project Manager	\$145.00
Managing Professional	\$135.00
Senior Professional	\$120.00
Professional	\$110.00
Professional Staff	\$100.00
Intermediate Staff	\$90.00
Staff	\$80.00
Support Specialist	\$70.00
Clerical Staff	\$65.00
Intern	\$55.00

NOTE: These rates became effective January 1, 2008 and are subject to change annually.

EXCLUSIONS

The following are specifically excluded from this Agreement:

1. Providing any soils engineering or other geotechnical services, or otherwise furnishing any service which would assume any liability or responsibility for the Project soils, subterranean water and/or subsurface conditions.
2. Providing any hazardous waste or toxic substance engineering or other services, or otherwise furnishing any services concerning compliance with any federal or state environmental or pollution laws, including investigating any product for environmental or pollution hazards not identified in the published literature of the product's manufacturer.
3. Responsibility for any consultant services not provided pursuant to this agreement.
4. Responsibility for the accuracy or completeness of data and/or design work provided to Architect by the College and their other design professionals, (other than Architect's own sub-consultants).

EXPENSES

In addition to compensation for basic services, the District shall reimburse the Architect at cost (without additional fee or mark-up) on a monthly basis for costs related to expenses incurred as described below.

Expenses such as the following are included in the basic fee for Design services:

- a. Telephone charges.
- b. Expenses for reproductions of drawings, plans and construction documents, including CAD plotting for the exclusive in-house use by design team.
- c. Typical in-house expenses such as facsimile and photocopies.
- d. Travel expenses including mileage within the Orange County and Riverside County area.

Expenses such as the following are excluded from the fee for Design services:

- a. Charges for materials relating to presentation boards, in-house models or in-house renderings of the project.
- b. Expenses for CAD plotting of drawings, plans and construction documents.
- c. Expenses for reproductions of drawings, plans, construction documents and specifications.
- d. Delivery of reproductions and submittals.
- e. Photographs, Photostats and other special reproductions required for the project.
- f. Travel expenses including mileage or travel outside the Orange County and Riverside County area.
- g. Miscellaneous items such as film, presentation photos, photo development, etc.
- h. Agency and Plan Check submittal fee
- i. Permit or construction fees

QUALIFICATIONS

Architect reserves the right to discuss the services and items described below which are specifically not included in the Architect's Fee.

Qualifications/exclusions to the scope of services described above:

- a. ALTA site topographic and/or aerial.
- b. Site boundary survey.
- c. Off-site engineering design (except utility connections as outlined in Supplemental Services).
- d. Off-site architectural design.

Deliverables: Generally description(s) of services describe the activities associated with executing each phase of the work. The necessity for, and the extent to, which the Architect and Architect's consultants must commit time and resources to, any specific activity will vary depending on the needs of the Project. Consequently, such descriptions do not necessarily represent a list of 'Deliverables'.

Consultation and Coordination: All consultations and coordination not associated with specific meetings shall be conducted at the sole discretion of the Architect and Architect's consultants and only as necessary for the Architect and Architect's consultants to complete the professional services of this Agreement.

Documents: Documents described in the any scope of work or description(s) of services shall be provided as appropriate for the needs of the Project and to a level of detail consistent with the standard of practice for this type of project and for the geographical area and regulatory jurisdiction(s) in which the Project is located.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: VI-D-1

Date: April 28, 2009

Subject: Revised and New Board Policies – First Reading

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

Board of Trustees

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

General Institution

- 3300 – Public Records Requests and Subpoenas – Replaces current Policies 7045 and 7046.
- 3315 – Criminal Offender Record Security – Replaces current Policy 4011.
- 3500 – Campus Safety – This is a new Policy for the District.
- 3510 – Workplace Violence and Safety – This is a new Policy for the District.
- 3520 – Local Law Enforcement – This is a new Policy for the District.
- 3530 – Weapons on Campus – This is a new Policy for the District.
- 3540 – Sexual and Other Assaults on Campus – Replaces current Policy 6225.
- 3560 – Alcoholic Beverages – This is a new Policy for the District.
- 3600 – Auxiliary Organizations – This is a new Policy for the District.
- 3720 – Computer and Network Use – This replaces current Policy 3060.
- 3810 – Claims Against the District – This is a new Policy for the District.

Academic Affairs

4023 – Minimum Class Size – replaces current Policy 5005.

Student Services

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

Human Resources

- 7110 – Delegation of Authority – This is a new Policy for the District.
- 7121 – President Recruitment and Hiring – This is a new Policy for the District.
- 7500 – Volunteers – This is a new Policy for the District

Deletion of Existing Obsolete Policies

In our process of updating and revising our existing policies, occasionally, there will be a Policy that has no corresponding new policy and the practice stated in the Policy is no longer followed. The proper practice would be for the Board to formally delete these Policies. The following Policies need to be deleted:

Existing Policy 5020 – Physical Education – the contents of this Policy are no longer required, nor has the District followed this practice for several years.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: VI-D-1

Date: April 28, 2009

Subject: Revised and New Board Policies – First Reading - Continued

Recommended Action: It is recommended that the Board of Trustees accept for First Reading Administrative Procedure 2431 and Board Policies 3300, 3315, 3500, 3510, 3520, 3530, 3540, 3560, 3600, 3720, 3810, 4023, 5900, 7110, 7121, and 7500. It is also recommended that the Board delete existing Policy 5020 – Physical Education.

Irving G. Hendrick
Interim Chancellor

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

**Human Resources
Draft**

AP 2431 CHANCELLOR SELECTION

Reference:

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

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

Executive Search Firm

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

Chancellor Profile

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

Job Announcement

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

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

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

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

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

Screening Committee Composition

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

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

Search Committee Member Responsibilities

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

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

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

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

Screening Committee Operating Procedures

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

Screening of Applications and Selection of Candidates for Interview

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

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

Selection of Candidates for Interview

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

Initial Interviews

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

Selection of Finalists

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

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

Public Forums

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

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

Selection of Chancellor

The Board of Trustees will interview finalists for Chancellor.

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

Office of Primary Responsibility: Diversity and Human Resources Department

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

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

Date Approved:
(New Procedure)

**General Institution
DRAFT**

BP 3300 PUBLIC RECORDS REQUESTS AND SUBPOENAS

References:

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

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

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

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

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

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

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

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

Date Adopted:

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

**General Institution
DRAFT**

BP 3315 CRIMINAL OFFENDER RECORD SECURITY

References:

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

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

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

Date Adopted:

(Replaces current Riverside CCD Policy 4011)

Riverside Community College District Policy

No. 3500

**General Institution
DRAFT**

BP 3500 CAMPUS SAFETY

Reference:

Education Code Section 67380(a)(4)

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

NOTE: The **bold type** signifies language that is legally required. The language in ***bold italic type*** is provided by RCCD staff. There does not appear to be a current Riverside CCD Policy that addresses this issue.

Date Adopted:

*(This is a new policy recommended by the CC
League and the League's legal counsel)*

**General Institution
DRAFT**

BP 3510 WORKPLACE VIOLENCE *AND SAFETY*

References:

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

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

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

NOTE: The **bold type** signifies language that is **legally required**. There does not appear to be a current Riverside CCD Policy that addresses this issue.

Date Adopted:

*(This is a new policy recommended by the CC
League and the League's legal counsel)*

Riverside Community College District Policy

**General Institution
DRAFT**

BP 3520 LOCAL LAW ENFORCEMENT

Reference:

Education Code Section 67381

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

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

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

NOTE: The **bold type** signifies language that is legally required. There does not appear to be a current Riverside CCD Policy that addresses this issue.

Date Adopted:

*(This is a new policy recommended by the CC
League and the League's legal counsel)*

Riverside Community College District Policy

**General Institution
DRAFT**

BP 3530 WEAPONS ON CAMPUS

Reference:

Penal Code Sections 626.7, **626.9 and 626.10**

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

NOTE: The **bold type** signifies language that is legally required. There does not appear to be a current Riverside CCD Policy that addresses this issue.

Date Adopted:

(This is a new policy recommended by the CC League and the League's legal counsel)

**General Institution
DRAFT**

BP 3540 SEXUAL AND OTHER ASSAULTS ON CAMPUS

References:

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

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

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

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

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

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

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

Date Adopted:

(Replaces current Riverside CCD Policy 6225)

Riverside Community College District Policy

**General Institution
DRAFT**

BP 3560 ALCOHOLIC BEVERAGES

Reference:

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

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

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

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

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

NOTE: The **bold type** signifies language that is suggested as good practice. There does not appear to be a current Riverside CCD Policy that addresses this issue.

Date Adopted:

(This is a new policy recommended by the CC League and the League’s legal counsel)

**General Institution
DRAFT**

BP 3600 AUXILIARY ORGANIZATIONS

References:

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

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

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

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

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

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

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

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

NOTE: The **bold type** signifies language that is legally required. There does not appear to be a current Riverside CCD Policy that addresses this issue.

Date Adopted:

(This is a new policy recommended by the CC League and the League's legal counsel)

Riverside Community College District Policy

No. 3720

**General Institution
DRAFT**

BP 3720 COMPUTER AND NETWORK USE

Reference:

Education Code Section 72400

Penal Code 502

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

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

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

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

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

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

Date Adopted:

(Replaces current Riverside CCD Policy 3060)

**General Institution
DRAFT**

BP 3810 CLAIMS AGAINST THE DISTRICT

References:

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

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

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

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

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

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

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

NOTE: The **bold type** signifies language that is legally required. Language in ***bold italic type*** is provided by RCCD Staff. There does not appear to be a current Riverside CCD Policy that addresses this issue.

Date Adopted:

*(This is a new policy recommended by the CC
League and the League's legal counsel)*

Academic Affairs
DRAFT

BP 4023 MINIMUM CLASS SIZE

References:

Title 5 Division 6 Chapter 2 References and Annotations

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

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

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

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

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

Date Adopted:

(This is current Riverside CCD Policy 5005 just re-numbered)

**Student Services
DRAFT**

**BP 5900 PREVENTION OF IDENTITY THEFT IN STUDENT
FINANCIAL TRANSACTIONS**

References:

Fair and Accurate Credit Transactions Act, (Pub.L. 108-159)

The District is required to provide for the identification, detection, and response to patterns, practices, or specific activities (“Red Flags”) that could indicate identify theft of students’ financial transactions. This is because the District serves as a creditor in relation to its students. The Chancellor is directed to develop procedures to implement an Identify Theft Prevention Program (ITPP) to control reasonably foreseeable risks to students from identify theft.

NOTE: This Policy is legally required. The information in regular type is provided by the CCLC.

Date Adopted:

This is a new Policy

**Human Resources
DRAFT**

BP 7110 DELEGATION OF AUTHORITY

Reference:

Education Code Section 70902(d)

The Board of Trustees delegates authority to the *Chancellor* to authorize employment (subject to confirmation by the Board), fix job responsibilities, *approve volunteers for the District*, and perform other personnel actions provided that all applicable federal and state laws, and regulations, and board policies and administrative procedures have been followed.

*NOTE: This policy is **legally required**. The **bold type** is language recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). There does not appear to be a current policy that addresses this issue.*

Date Adopted:

(This is a new policy recommended by the CC League and the League's legal counsel)

**Board of Trustees
Draft**

BP 7121 PRESIDENT RECRUITMENT AND HIRING

References:

Education Code Section 70902;
Accreditation Standard IV.B.1. j

In the case of a vacancy for the position of President, the Chancellor shall establish a procedure for the search process to fill the vacancy. The process shall comply with relevant regulations.

Date Adopted:

(this is a new policy for the District)

This policy is legally required. The language provided in ***bold italic type*** is provided by RCCD staff.

**Human Resources
DRAFT**

BP 7500 VOLUNTEERS

References:

**Education Code Sections 72401, 87010, and 87011;
Government Code Section 3119.5;
Labor Code Section 3364.5**

The Board of Trustees encourages the use of volunteers throughout the District.

Pursuant to Board Resolution No.41-80/09, certain classes of individuals may be registered as volunteers and designated as employees of the District only for the purpose of worker's compensation and liability coverage while engaged in the performance of any service under the direction and control of the District. Volunteers shall serve without any type of compensation or any other benefits granted to District employees. Volunteers shall not be entitled to defense and indemnity from the District.

The District may enter into agreements with outside organizations to provide volunteers to the District to work at District locations. Such agreements will contain appropriate defense and indemnification language to protect the District from liability in connection with the volunteer services.

Subject to the limitations of this policy, employees assigned to other positions within the District may serve as volunteers during off-hours.

Volunteers serve the District in an "at will" capacity. The District may terminate a volunteer's services for any reason or no reason at all.

Pursuant to Government Code Section 3119.5, no person aged 60 years or older may be excluded from volunteer service if the person is physically, mentally, and professionally capable of performing the services involved. A person shall be deemed "professionally capable" if he/she can demonstrate reasonable proficiency or relevant certification and performs his/her professional duties in accordance with laws, regulations, or the technical standards that govern his/her area of volunteer responsibility.

Volunteers may not be used in lieu of classified employees. The District may not refuse to employ a person in a vacant classified position and use volunteers instead, nor may it abolish any classified positions and use volunteers instead.

No person may serve as a volunteer in the District if:

- He/she has been convicted of, or has charges pending which pertains to any sex offense (as defined in Education Code Section 87010), or controlled substance offense (as defined in Education Code Section 87011);
- He/she has been convicted of a crime and the *Department of Diversity and Human Resources* determines that: the nature of the crime is too serious to serve as a volunteer; the crime was too recent; and/or the crime is inconsistent with obligations in performing assigned duties as a volunteer;
- He/she has a health condition that would preclude him/her from satisfactorily performing essential duties of the position; and/or
- He/she makes a false statement or omits a statement as to any material fact on the *registration/application* form.

Screening

Each volunteer is subject to a screening process set forth in *Administrative Procedure 7500*, with the following exceptions:

1. Volunteers serving in single day District events; and
2. Individuals serving as volunteers in Associated Student Organization (ASO) officer positions at the colleges. ASO officers are not entitled to defense and indemnity by the District.

Expenses

Persons serving without pay as general Volunteers may receive reimbursement for incidental expenses.

Termination

The District reserves the right to terminate the services of volunteers for any reason, or no reason at all.

NOTE: This policy is **legally advised**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **italic type** is additional language to consider including in this policy. The information in **bold italic type** is provided by RCCD staff.

Date Adopted:

(This is a new policy recommended by the CC League and the League's legal counsel)

RIVERSIDE COMMUNITY COLLEGE DISTRICT

PHYSICAL EDUCATION

It shall be the policy of the Riverside Community College District to require participation in physical education activity courses as a condition for enrollment for all full-time students under the age of 21. Exceptions to this policy may be made only by the President of the College or his designee.

Submitted to the Board for First Reading _____ 12-6-83

Approved by Board _____ 1-17-84

Adopted: November 5, 1975
Amended: February 2, 1977
December 19, 1978
January 17, 1984

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: VI-D-2

Date: April 28, 2009

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

Background: On September 11, 2001, the Board adopted Resolution No. 05-01/02 to facilitate the processing of claims brought against the District, not to exceed \$50,000, pursuant to the Tort Claims Act and pertinent Government Code Sections. That Resolution referred to the “President” of the District. Since the District is now overseen by the Chancellor, the Resolution has been updated to reflect that change. The new Resolution will supersede Resolution No. 05-01/02.

Also, on November 19, 1996, the Board adopted Resolution 10-96/97 which allowed volunteers for the District, meeting certain criteria, to be designated as employees in order to be covered under the District’s workers’ compensation and liability insurance coverage. The criteria stated in the original Resolution has been updated to better reflect the categories of volunteers that serve the District. The new Resolution will supersede Resolution No. 10-96/97.

Recommended Action: It is recommended that the Board of Trustees adopt the updated resolutions.

Irving G. Hendrick
Interim Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION AUTHORIZING THE CHANCELLOR, OR DESIGNEE, OF THE
DISTRICT TO ALLOW, SETTLE, OR REJECT SPECIFIED CLAIMS
BROUGHT AGAINST THE DISTRICT UNDER THE TORT CLAIMS ACT

RESOLUTION NO. 38-08/09

WHEREAS, previous Board Resolution No. 05-10/02 is in need of updating; and

WHEREAS, Part 3 (commencing with section 900) of Division 3.6 of Title 1 of the California Government Code, commonly known as the "Tort Claims Act" (the "Act") requires tort claims against a local public entity to be presented to the local public entity prior to suit; and

WHEREAS, Government Code Section 935.4 authorizes a local public entity to delegate to an employee the authority to perform the function as of the governing body of the public entity under the Act; and

WHEREAS, Education Code Section 72502 makes the provisions of the Act applicable to the Riverside Community College District (the "District"); and

WHEREAS, the Board of Trustees has determined that it is in the best interest of the District to authorize the Chancellor of the District, or his/her designee, to allow, reject, or settle claims brought against the District pursuant to the Act.

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

Section 1. The Chancellor of the District, or his/her designee, is hereby authorized to reject any claims brought against the District pursuant to the Act. He/she is further authorized to allow or settle such claims up to fifty thousand dollars (\$50,000.00), after proper notification to the Board.

Section 2. All claims brought against the District pursuant to the Act where the Chancellor proposes settlement in excess of fifty thousand dollars (\$50,000.00) will be presented to the Board of Trustees for consideration and approval. The Board will be notified in an appropriate manner by the Chancellor of all other claims.

Section 3. In allowing, settling, or rejecting claims brought against the District pursuant to the Act, the Chancellor, or his/her designee, shall follow all applicable procedures and requirements set forth in the Act.

Section 4. This Resolution will supersede Resolution No. 05-01/02.

ADOPTED this 28th day of April, 2009.

President of the Board of Trustees

ATTEST:

Secretary, Board of Trustees

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION DESIGNATING CERTAIN VOLUNTEERS AS EMPLOYEES

RESOLUTION NO. 41-08/09

WHEREAS, previous Board Resolution No. 10-96/97 is in need of updating; and

WHEREAS, certain persons (“volunteers”) perform voluntary service without pay for the Riverside Community College District (District); and

WHEREAS, the Governing board of the District (Board) is authorized by Labor Code 3364.5 to designate any or all Volunteers as employees for the purposes of workers’ compensation coverage; and

WHEREAS, the liability insurance carrier for the District has amended its policy to change its coverage for “volunteers” to read “authorized volunteers”;

NOW, THEREFORE, be it resolved that it is the intent of the Board to designate particular volunteers as employees for purposes of workers’ compensation and liability coverage as follows:

1. To be “Designated” a person must be a member of a group or class of volunteers which the Board designates as employees of the District for purposes of workers’ compensation and liability coverage for performing such volunteer services without pay for the District. It is the intent of the Board that the following groups or classes of volunteers be designated as employees of the District solely for the purposes of workers’ compensation and liability coverage while performing such voluntary services without pay for the District.

A. Students enrolled in approved career/technical programs, where the programs’ curriculum requires the student to participate in off-site clinical work.

B. Student aides requested by faculty members, and approved by the Dean of Instruction, or designee, to assist in teaching tasks on a short-term basis.

C. Persons requested by faculty members, and approved by the Dean of Instruction, or designee, to assist in tasks not normally performed by the classified staff.

D. Persons requested by Student Services, and approved by the Dean of Student Services, or designee, to work on special projects through ASRCC or Tiger Backers.

E. Interns under approved programs and authorized by the program's Dean or Director.

2. To be "registered", a person must have completed a volunteer application form and have been screened, if appropriate, in accordance with Board Policy and Administrative Procedure 7500, titled Volunteers. The Vice Chancellor, Diversity and Human Resources shall have the authority to approve the employee status of volunteers who meet any of the criteria listed in No. 1, above.

3. The District reserves the right to withdraw the status of employee from these designated/registered volunteers, either individually or as a group or class, by terminating their employee status.

4. This Resolution will supersede Resolution No. 10-96/97.

ADOPTED this 28th day of April, 2009.

President of the Board of Trustees

ATTEST:

Secretary, Board of Trustees

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: VI-D-3

Date: April 28, 2009

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

Background: In 2002 the Board approved revisions to the District's Smoking Policies. That revision resulted in each campus of the District deciding whether or not their campus would be totally non-smoking or have designated smoking areas. The Riverside and Norco campuses decided to designate smoking areas, while the Moreno Valley campus opted to be a smoke free campus. It has now come to the attention of the Chancellor's Office that smoking at all three campuses is out of control and is not being enforced. Individuals who smoke are smoking wherever they please and the designated smoking areas have become an area for groups to loiter. Direction from the Board is being sought as to whether or not the District should move toward a totally smoke-free environment or continue pursuing the idea of designated smoking areas, giving each campus the option.

The California Youth Advocacy Network researched all California Community Colleges and found the following results:

100% smoke free - 10
Smoking in Parking Lots Only: 19
Designated Area: 39
Smoking 20 ft. from building (state law): 36
Smoking 25 ft. from building: 4
Smoking 30 ft. from building: 6
Smoking 50 ft. from building: 2

Recommended Action: Discussion item only.

Irving G. Hendrick
Interim Chancellor

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

Policy 3230
4230
6230

RIVERSIDE COMMUNITY COLLEGE DISTRICT
SMOKING/NON-SMOKING

Upon recommendation of the Associated Students of Riverside Community College Student Senate, the Tobacco-Free Environment Committee (consisting of members from Health Services, College Safety and Police and Student Services Offices), and with the concurrence of the Academic Senate, the Board of Trustees of Riverside Community College District recognizes the serious health problems associated with smoking and the use of smokeless tobacco. The Board of Trustees also recognizes that tobacco smoke poses a health risk to non-smokers. To this end, the Board of Trustees desires to maintain a tobacco-free environment effective January 1, 2003. This policy will be implemented at each entity with participants of all relevant constituencies.

Submitted to Board for First Reading 3-6-90
Approved by Board 6-5-90
Adopted: June 5, 1990
Amended: November 19, 2002

Regulation 3230
4230
6230

RIVERSIDE COMMUNITY COLLEGE DISTRICT
Regulations for Policy 3230/4230/6230, Smoking/Non-Smoking

- I. Smoking of any form of tobacco or non-tobacco products is prohibited on District grounds, in all District vehicles, at any activity or athletic event and on all property owned, leased, or rented by or from the District, unless a tobacco use area has been designated.
- II. This policy and these regulations apply to employees, students, visitors and other persons who use the facilities on the campuses or centers that are part of Riverside Community College.
- III. The District shall make available to employees and students a current referral list of treatment centers for smokers and other information and literature on the subject of smoking that may assist individuals who wish to stop using tobacco products. Such information shall be available in the Health Services Office.
- IV. Signs prohibiting smoking shall be prominently displayed. This policy will be communicated via District communication means including course schedules, catalogs, and student and employee handbooks.
- V. Enforcement Procedures: Any student, staff, faculty or non-employee found to be in noncompliance with this policy shall be subject to the following:
 1. A verbal warning and review of the policy.
 2. Administrative action including but not limited to: a verbal warning, review of the policy, health education referral, and withdrawal of consent to remain on campus (penal code 626.4).
 3. Revocable facility use for groups that are noncompliant.
- VI. While anyone may make recommendations for amendments to this policy or these regulations, it shall be the primary responsibility of the District entity Site Committee to keep the regulations current, to publicize the regulations to employees, students and visitors, and to determine a tobacco use area.

November 19, 2002

MINUTES OF THE BOARD OF TRUSTEES
TEACHING AND LEARNING COMMITTEE MEETING
OF MARCH 10, 2009

Chairperson Medina called the committee to order at 5:30 p.m., in Board Room AD122, Riverside City College. CALL TO ORDER

Committee Members Present

Mr. Jose Medina, Chairperson
Mrs. Janet Green, Vice Chairperson
Ms. Virginia Blumenthal, Vice President, Board of Trustees (arrived at 5:38 p.m.)
Ms. Mary Figueroa, Board Member (arrived at 5:38 p.m.)
Dr. Linda Lacy, Vice Chancellor, Student Services and Operations (arrived at 5:43 p.m.)
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Ms. Debbie Cazares, CTA Representative, Riverside
Ms. Jonell Guzman, CSEA Representative, Moreno Valley Campus

Resource Persons Present

Dr. Irving G. Hendrick, Interim Chancellor
Dr. Brenda Davis, President, Norco Campus
Dr. Jan Muto, President, Riverside City College
Dr. Lisa Conyers, Vice President, Educational Services, Moreno Valley Campus
Ms. Chris Carlson, Chief of Staff/Executive Assistant to the Chancellor
Mr. John Tillquist, Dean, Economic Development, March Education Center
Ms. Cyndie Pardee, Community Education Supervisor, Community Education Office

Guests Present

Dr. James Buysse, Vice Chancellor, Administration and Finance
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources

Mr. Tillquist and Ms. Pardee presented an update on Community Education programs including the “Young at Heart” program for senior citizens. Discussion followed. COMMUNITY EDUCATION AT RIVERSIDE COMMUNITY COLLEGE DISTRICT

The committee adjourned the meeting at 5:50 p.m. ADJOURNED

MINUTES OF THE BOARD OF TRUSTEES
PLANNING COMMITTEE MEETING OF MARCH 10, 2009

Chairperson Green called the committee to order at 5:53 p.m., in Board Room AD122, Riverside City College.

CALL TO ORDER

Committee Members Present

Mrs. Janet Green, Committee Chairperson
Ms. Mary Figueroa, Vice Chairperson
Ms. Virginia Blumenthal, President, Board of Trustees
Mr. Jose Medina, Member, Board of Trustees
Mr. Mark Takano, Secretary, Board of Trustees
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Ms. Kristina Kauffman, Associate Vice Chancellor, Institutional Effectiveness
Mr. Tom Wagner, Academic Senate Representative, Norco Campus
Mr. Lee Nelson, Academic Senate Representative, Riverside City College
Mr. Salvador Soto, Academic Senate Representative, Moreno Valley Campus
Mr. Mark Carpenter, CTA Representative, Riverside City College
Mr. Gustavo Segura, CSEA Representative, Moreno Valley Campus
Ms. Tamara Caponetto, CSEA Representative, Norco Campus

Resource Persons Present

Dr. Irving G. Hendrick, Interim Chancellor
Dr. Brenda Davis, President, Norco Campus
Dr. Lisa Conyers Vice President, Educational Services, Moreno Valley Campus
Ms. Chris Carlson, Chief of Staff/Executive Assistant to the Chancellor
Mr. Orin Williams, Associate Vice Chancellor, Facilities, Planning, Design and Construction

Guests Present

Dr. James Buysse Vice Chancellor, Administration and Finance
Ms. Melissa Kane, Vice chancellor, Diversity and Human Resources
Dr. Linda Lacy, Vice Chancellor, Student Services and Operations

Mr. Williams led the committee in reviewing funding for the planning and design of the center in the amount of \$500,000 using Measure C funds, as well as the agreement with HMC Architects to provide design services in an amount not to exceed \$239,500. The agreement will be presented to the Board of Trustees for approval on March 17th. Discussion followed.

MARCH DENTAL EDUCATION
CENTER

Mr. Williams led the committee in reviewing funding for the planning and design of the parking structure and surge space in the amount of \$4,750,000 using Measure “C” funds. The agreement will be presented to the Board of Trustees for approval on March 17, 2009. Discussion followed.

MORENO VALLEY PARKING
STRUCTURE

The committee adjourned the meeting at 6:07 p.m.

ADJOURNMENT

MINUTES OF THE BOARD OF TRUSTEES
RESOURCES COMMITTEE MEETING OF MARCH 10, 2009

Chairperson Takano called the committee to order at 6:15 p.m., in Board Room, AD122, Riverside City College

CALL TO ORDER

Committee Members Present

Mr. Mark Takano, Chairperson
Mr. Jose Medina, Vice Chairperson
Mr. Virginia Blumenthal, President, Board of Trustees
Mrs. Janet Green, Vice President, Board of Trustees
Ms. Mary Figueroa, Member, Board of Trustees
Dr. James Buysse, Vice Chancellor, Administration and Finance
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources
Dr. Tim Brown, Academic Senate Representative, Riverside City College
Ms. Patricia Worsham, Academic Senate Representative, Norco Campus
Mr. Tom Wagner, Academic Senate Representative, Moreno Valley Campus
Mr. Salvador Soto, Academic Senate Representative, Moreno Valley Campus
Ms. Karin Skiba, CTA Representative, Norco Campus
Ms. Tamara Caponetto, CSEA Representative, Norco Campus
Mr. Gustavo Segura, CSEA Representative, Riverside City College

Resource Persons Present

Dr. Irving G. Hendrick, Interim Chancellor
Dr. Brenda Davis, President, Norco Campus
Dr. Lisa Conyers, Vice President, Educational Services, Moreno Valley Campus
Ms. Chris Carlson, Chief of Staff/Executive Assistant to the Chancellor
Mr. Orin Williams, Associate Vice Chancellor, Facilities
Planning, Design and Construction

Guest(s) Present

Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Dr. Linda Lacy, Vice Chancellor, Student Services and Operations

Mr. Williams presented an agreement with River City Testing in the amount of \$425,722.50 to provide DSA inspection, special inspection and materials testing services for the project that the Board will consider for approval on March 17, 2009. Discussion followed.

NORCO STUDENT SUPPORT CENTER PROJECT

Mr. Williams discussed with the committee a Change Order for the Phase III-Norco/Industrial Technology Project for Western Rim Constructors, Inc., that will be presented to the Board for approval on March 17th. Discussion followed.

PHASE III – NORCO/INDUSTRIAL TECHNOLOGY PROJECT – CHANGE ORDER

Mr. Williams presented a multiple prime construction management services amendment with Barnhart, Inc, a Heery International Company, in an amount not to exceed \$5,752,675 that will be presented on March 17, 2009, to the Board for approval. Discussion followed.

RIVERSIDE NURSING/SCIENCES
BUILDING PROJECT

Dr. Buysse led the committee in considering whether to move forward with the Riverside Aquatics Center Project on its current schedule or modify the schedule to take into account the additional funding that needs to be raised from private sources. He also discussed three funding options for the project that will be presented to the Board for approval on March 17th. Discussion followed.

RIVERSIDE AQUATICS CENTER
PROJECT

Dr. Buysse led the committee consideration of a salary adjustment for management, faculty and confidential staff that will be presented to the Board on March 17th. Discussion followed.

2008-2009 SALARY ADJUSTMENT

Dr. Buysse briefed the committee on the State budget.

2008-2009 STATE BUDGET UPDATE

The committee adjourned the meeting at 7:07 p.m.

ADJOURNMENT

MINUTES OF THE BOARD OF TRUSTEES
GOVERNANCE COMMITTEE MEETING OF MARCH 10, 2009

Chairperson Figueroa called the committee to order at CALL TO ORDER
7:11 p.m., in Board Room, AD122, Riverside City
College.

Committee Members Present

Ms. Mary Figueroa, Chairperson
Mr. Mark Takano, Vice Chairperson
Ms. Virginia Blumenthal, President, Board of Trustees
Ms. Janet Green, Vice President, Board of Trustees
Mr. Jose Medina, Member, Board of Trustees
Dr. Irving G. Hendrick, Interim Chancellor
Ms. Chris Carlson, Chief of Staff/Executive Assistant to the Chancellor
Mr. Lee Nelson, Academic Senate Representative, Riverside City College
Mr. Salvador Soto, Academic Senate Representative, Moreno Valley Campus
Mr. Tom Wagner Senate Representative, Norco Campus
Dr. Dariush Haghghat, CTA Representative, Riverside City College
Dr. Mark Sellick, CTA Representative, Riverside City College
Mr. Gustavo Segura, CSEA Representative, Moreno Valley Campus
Mr. Richard Goldstein, Officer, Safety and Police

Resource Persons Present

Dr. Jan Muto, President, Riverside City College
Dr. Monte Perez, President, Moreno Valley Campus
Dr. Brenda Davis, President, Norco Campus
Ms. Ruth Adams, Director, Compliance, Contracts, and Legal Services

Guests Present

Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Dr. James Buysse, Vice Chancellor, Administration and Finance
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources
Dr. Linda Lacy, Vice Chancellor, Student Services and Operations

Ms. Carlson addressed the committee concerning BOARD OF TRUSTEES AGENDAS –
delegating authority regarding special projects to the ENHANCED POLICY MAKING
Chancellor that will be presented to the Board for
approval on March 17th. Discussion followed.

The committee adjourned the meeting at 7:15 p.m. ADJOURNED

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATIVE REPORTS

Report No.: VII-A-1

Date: April 28, 2009

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

Background: The third full week in May, May 18-22, 2009, is designated as Classified School Employee Week, pursuant to Article 10, Section 88270 of the California Education Code. The annual Classified School Employee Week has been supported by the Board of Trustees for several years to honor and recognize the contributions the classified school employees make to the educational community.

Recommended Action: It is recommended that the Board of Trustees adopt Resolution No. 43-08/09, and designate the week of May 18 through 22, 2009 as Classified School Employee Week.

Irving G. Hendrick
Interim Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
MORENO VALLEY • NORCO • RIVERSIDE

Resolution No. 43-08/09

Resolution to Recognize Riverside Community College Classified Employees During Classified School Employee Week

WHEREAS, May 18-22, 2009, has been designated as Classified School Employee Week in California by the California School Employees Association and the California State Legislature; and,

WHEREAS, Riverside Community College District's classified employees are essential to the District, serving students in a professional, helpful, friendly and welcoming manner, and conducting business in an exemplary way; and,

WHEREAS, these same employees also provide invaluable support to the faculty and administrators and in so doing contribute to a positive learning environment; and,

WHEREAS, Riverside Community College District's classified employees are the District's true ambassadors to the community, involved in every facet of community life through non-profit organizations, youth sports, philanthropic efforts, and other endeavors; and,

WHEREAS, their dedication and caring contributes in a positive spirit to our communities and our students, young and old; and,

WHEREAS, Riverside Community College District's classified employees deserve our respect, commendation, and recognition;

THEREFORE, BE IT RESOLVED that the Board of Trustees officially recognizes the professional contributions of our classified employees, proclaims that they enhance the excellence of education in the state of California and in this District, and declares the week of May 18-22, 2009, as Classified School Employee Week in the Riverside Community College District.

Passed and adopted this 28th day of April 2009.

BOARD OF TRUSTEES OF THE RIVERSIDE
COMMUNITY COLLEGE DISTRICT

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATIVE REPORTS

Report No.: VII-A-2

Date: April 28, 2009

Subject: Summer Workweek

Background: The District has provided summer workweek schedules in the past several years to provide staff with a shortened workweek and lengthened weekends. Administration will activate a four-ten hour day (4/40) workweek between June 15, 2009 and August 21, 2009 for classified and confidential support staff.

Recommended Action: It is recommended that the Board of Trustees approve the four-ten hour day (4/40) workweek from June 15 through August 21, 2009 for classified and confidential support staff. Staff will work ten hours per day during the four (4) days Monday through Thursday of each week with the following exception;

- a. Offices which are required to serve students, the needs of the district and/or the public Monday through Friday will provide staffing for the five days. Staff members shall be scheduled by the immediate supervisor with input from unit members involved. Such scheduling shall remain the same for the entire summer and may either provide for (1) scheduling all employees for five eight-hour days; or (2) an alternate scheduling plan which gives unit members the option to work four ten-hour days with either Monday or Friday as their unscheduled day. These exceptions will be approved and communicated by the appropriate president or vice chancellor.

Irving G. Hendrick
Interim Chancellor

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